# CHAPTER lix.

An Act to authorise the Great Northern Railway Company to acquire certain lands and to confer other powers upon that Company to authorise the Great Northern and Great Eastern Joint Committee to acquire certain lands to authorise the Midland and Great Northern Railways Joint Committee to acquire certain lands and to confer other powers upon that joint committee and for other purposes. A.D. 1922.

[20th July 1922.]

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

To stop up certain roads and footpaths; and

To purchase and acquire lands for the general purposes of their undertaking and to hold for those purposes lands already purchased by or on behalf of the Company:

And whereas it is expedient that the acquisition by the Great Northern and Great Eastern Joint Committee of certain lands should be sanctioned and confirmed and that that joint committee should be empowered to hold the said lands for the general purposes of their undertaking:

And whereas it is expedient that the Midland and Great Northern Railways Joint Committee should be empowered to construct a new road and to stop up an existing road and to acquire certain lands for the general

A.D. 1922.

purposes of their undertaking and to hold for those purposes lands already purchased by them:

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

And whereas a plan and section showing the line and levels of the new road authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken or held under the powers of this Act and also a book 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 counties of London Hertford the Isle of Ely Norfolk Nottingham and Stafford and for the parts of Holland and the parts of Kesteven in Lincolnshire and for the West Riding of the county of York and the said documents are hereinafter respectively referred to as the deposited plans section and book of reference:

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

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

## Part I.

## Introductory.

Short title.

**1.** This Act may be cited as the Great Northern Railway Act 1922.

Act divided into Parts.

**2.** This Act is divided into Parts as follows:—

Part I.—Introductory.

Part II.—Stopping up of Roads &c. by Company.

Part III.—Powers to Company with reference to Lands.

Part IV.—Powers to Great Northern and Great Eastern Joint Committee.

Part V.—Powers to Midland and Great Northern Railways Joint Committee. A.D. 1922.

Part VI.—Extension of time.

Part VII.—Miscellaneous Provisions.

Incorporation of general Acts.

**3.** The following Acts and part of an Act are (so far as the same are applicable and 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 II (Extension of time) of the Railways Clauses Act 1863.

Interpretation.

**4.** 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 Company" means the Great Northern Railway Company.

## PART II.

### STOPPING UP OF ROADS &C. BY COMPANY.

Power to Company to stop up roads and footpaths.

**5.** The Company may stop up the roads and footpaths or portions of roads and footpaths hereinafter described and abolish the level crossings of their railways by the said roads and footpaths or portions or any of them (that is to say) :—

In the borough of Doncaster in the West Riding of the county of York—

(A) The street known as Alma Place ;

(B) So much of the road known as Decoy Bank and constituting the enclosure numbered on the $\frac{1}{2500}$ scale Ordnance map second edition 1903 (Yorkshire (West Riding) sheets CCLXXXV.—1 and 5) 26 and 65 in the area formerly known as the township of Balby-with-Hexthorpe as lies

A.D. 1922.

between the north-western corner of the enclosure numbered 88 on the said Ordnance map (sheet CCLXXXV.—1) and the south-eastern extremity of the said enclosure numbered 65 on the said Ordnance map (sheet CCLXXXV.—5);

(C) The road constituting the enclosure numbered 112 and part of the enclosure numbered 115 in the township of Doncaster on the said Ordnance map (sheet CCLXXXV.—5) ;

(D) So much of the road known as Balby Carr Bank and constituting the enclosure numbered on the $\frac{1}{2500}$ scale Ordnance map second edition 1903 (Yorkshire (West Riding) sheets CCLXXXV.—5 and 6) 92 and 159 in the said area as lies between the north-western corner of the enclosure numbered 106 on the said Ordnance map (sheet CCLXXXV.—5) and the south-eastern extremity of the said enclosure numbered 159 on the said Ordnance map (sheet CCLXXXV.—6) ;

(E) The road with its approaches known as Red Bank Viaduct extending from Decoy Bank aforesaid to Balby Carr Bank aforesaid utilising the metalling of the said viaduct for the purpose of metalling to a width of twelve feet so much of the Balby Carr Bank as lies between the junction therewith of the said viaduct and the north west corner of the enclosure numbered on the $\frac{1}{2500}$ scale Ordnance map second edition 1903 (Yorkshire (West Riding) sheet CCLXXXV.—5) 91.

In the borough of East Retford and the parish of Eaton in the rural district of East Retford in the county of Nottingham—

The footpath crossing the main line of the Company at a point nine chains or thereabouts measured in a north-westerly direction along the said main line from the mile post denoting one hundred and thirty-seven miles from London and extending from the north-eastern corner of the enclosure numbered on the $\frac{1}{2500}$ scale Ordnance map edition of 1920 (Nottinghamshire sheet XIV.—4) 23 in the parish of Eaton across the

said main line and through the enclosures respectively numbered on the said Ordnance map 29 in the parish of Eaton 342 in the parish of Ordsall 21 in the parish of Eaton and 347 349 and 325 in the Parish of Ordsall to the junction of the said footpath with Dog Kennel Lane.

In the hamlet of Skirbeck Quarter in the rural district of Boston in the parts of Holland in Lincolnshire—

(A) The footpath commencing at the northern end of the footbridge over the South Forty-foot Drain fourteen and a half chains or thereabouts westward of its crossing by the Lincolnshire loop line of the Company passing in a north-easterly direction across the Redstone Gowt Drain thence in an easterly direction along the northern bank of the said Redstone Gowt Drain under the said Lincolnshire loop line and terminating in the London Road at or near the point where the Boston Dock branch railway crosses that road ;

(B) The footpath commencing by a junction with the last-mentioned footpath at a point on the northern bank of the Redstone Gowt Drain aforesaid three and a half chains or thereabouts westward of the crossing of that drain by the Lincolnshire loop line aforesaid running in a northerly direction for a distance of nine and a half chains or thereabouts thence in an easterly direction across the said loop line to a point in Betty Barber's Lane five and a half chains or thereabouts westward of its junction with London Road.

For protection of Boston Rural District Council.

**6.** For the protection of the rural district council of Boston (hereinafter called "the council") the following provisions shall unless with the consent of the council apply and have effect in the execution of the works in the hamlet of Skirbeck Quarter by this Act authorised :—

The Company shall construct and maintain a footbridge not exceeding five feet in width over their railway on the southern side of the South Forty-foot Drain shown on the deposited plans for the purpose of carrying over the said railway the footpath which crosses the said railway by a level

A.D. 1922.

crossing If within six months from the passing of this Act the council obtain the consent of the owners of the soil the Company will construct the approaches to the said footbridge with slopes instead of steps As from the completion of the said footbridge the said footpath over the said level crossing shall be stopped up.

Extinguishing rights of way over roads and footpaths stopped up.

**7.** As from the date of the stopping up of an existing public road or footpath or any portion thereof under the powers of this Part of this Act all rights of way over or along the existing road or footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site and soil of the road or footpath or the portion of road or footpath stopped up so far as the same is bounded on both sides by lands of the Company.

## PART III.

## POWERS TO COMPANY WITH REFERENCE TO LANDS.

Power to Company to acquire additional lands.

**8.** Subject to the provisions of this Act the Company may enter upon take use and purchase compulsorily or by agreement for the purposes of their undertaking the lands hereinafter described which are delineated upon the deposited plans and described in the deposited book of reference and may hold and use for the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the Company and the same shall be deemed to be lands acquired compulsorily under the powers of this Act (that is to say):—

In the county of Hertford—

Additional lands at Welwyn—

(A) A piece of land of a width of thirty yards or thereabouts in the parish and rural district of Welwyn adjoining and on the western side of the main line of the Company and extending between points respectively one chain and six chains measured in a southerly direction along the said main line from the northern face of the North Welwyn Tunnel:

(B) A piece of land of a width of thirty yards or thereabouts in the said parish of Welwyn adjoining and on the eastern side of the said main line of the Company and extending between points respectively one chain and five and a half chains measured in a southerly direction along the said main line from the northern face of the said tunnel.

Additional lands at Welwyn Garden City—

(A) Lands in the parish of Welwyn Garden City in the rural district of Welwyn of an average width of twelve yards or thereabouts adjoining and on the western side of the main line of the Company and extending between points respectively four chains and forty-two chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting nineteen and a quarter miles from London:

(B) Lands in the said parish of Welwyn Garden City of an average width of twelve yards or thereabouts adjoining and on the eastern side of the said main line and extending between points respectively four chains and twenty chains or thereabouts measured in a north-easterly direction along the said main line from the aforesaid mile post:

(C) Lands in the said parish of Welwyn Garden City of an average width of twenty-five yards or thereabouts adjoining and on the eastern side of the said main line and extending between points respectively two and a half chains or thereabouts measured in a south-westerly direction and four and a half chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting nineteen and three-quarter miles from London:

(D) Lands in the said parish of Welwyn Garden City of an average width of seventy yards or thereabouts adjoining and on the western side of the said main line and extending between points respectively sixteen chains

A.D. 1922.

or thereabouts measured in a south-westerly direction and thirty-seven chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting twenty miles from London:

(E) Lands in the said parish of Welwyn Garden City of an average width of one hundred and two yards or thereabouts adjoining and on the eastern side of the said main line and extending between points respectively thirty-five chains or thereabouts measured in a south-westerly direction and sixteen and a half chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting twenty and a quarter miles from London:

(F) Lands in the said parish of Welwyn Garden City of an average width of seventy yards or thereabouts adjoining and on the eastern side of the said main line and extending between points respectively one and a half chains or thereabouts measured in a south-westerly direction and ten and a half chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting twenty and a half miles from London:

(G) Lands in the said parish of Welwyn Garden City of an average width of one hundred and fifteen yards or thereabouts adjoining and on the western side of the said main line and extending between points respectively seven and a half chains or thereabouts measured in a south-westerly direction and nine and a half chains or thereabouts measured in a north-easterly direction along the said main line from the mile post denoting twenty and three-quarter miles from London:

(H) Lands in the said parish of Welwyn Garden City of an average width of fifteen yards or thereabouts adjoining and on the western side of the said main line and extending from a point ten chains or thereabouts measured in a south-westerly direction along the said main line from the mile post denoting

twenty-one miles from London to a point at or near the mile post denoting twenty-one and a half miles from London:

(J) Lands in the said parish of Welwyn Garden City of an average width of twelve yards or thereabouts adjoining and on the eastern side of the said main line and extending from a point three chains or thereabouts measured in a south-westerly direction along the said main line from the mile post denoting twenty and three-quarter miles from London to a point opposite or nearly opposite the southern end of the Welwyn Viaduct:

(K) Lands in the said parish of Welwyn Garden City of an average width of sixteen yards or thereabouts adjoining and on the western side of the said main line and extending between points respectively two chains and nineteen and a half chains or thereabouts measured in a north-easterly direction along the said main line from the southern end of the Welwyn Viaduct:

(L) A strip of land in the said parish of Welwyn Garden City of a maximum width of ten yards and a minimum width of two yards or thereabouts adjoining and on the south-western and southern side of the Luton and Dunstable branch of the Company and extending from the northern side of the bridge over the main line of the Company known as Hunter's Bridge near the mile post denoting twenty and a half miles from London to a point opposite or nearly opposite the mile post denoting twenty-one miles from London:

(M) Land in the said parish of Welwyn Garden City of an average width of eleven yards or thereabouts adjoining and on the southern side of the said Luton and Dunstable branch and extending from a point opposite or nearly opposite the mile post denoting twenty-one miles from London for a distance of seven and a half chains or thereabouts measured in a westerly direction along the said branch from the said mile post:

A.D. 1922.

(N) A strip of land in the said parish of Welwyn Garden City of an average width of three and a half yards or thereabouts adjoining and on the northern and eastern side of the said Luton and Dunstable branch and extending from a point eleven chains or thereabouts measured in an easterly direction along the said branch from the mile post denoting twenty-one miles from London to a point seven chains or thereabouts measured in a northerly direction along the said branch from the mile post denoting twenty-one and a half miles from London:

(O) Lands in the said parish of Welwyn Garden City of a maximum width of twelve yards and a minimum width of four yards or thereabouts adjoining and on the south-western side of the said Luton and Dunstable branch and extending in a north-westerly direction from a point six and a half chains or thereabouts measured in a northerly direction along the said branch from the mile post denoting twenty-one and a half miles from London to a point on the south-eastern side of the road crossing the said branch and leading from Hatfield to Hitchin and known as the Great North Road:

(P) Lands in the said parish of Welwyn Garden City of a maximum width of seventy yards and a minimum width of five yards or thereabouts adjoining and on the eastern and southern side of the Hertford branch railway of the Company and extending from a point ten and a half chains or thereabouts measured in a north-easterly direction along the said branch from the mile post denoting twenty and a half miles from London to a point nine chains or thereabouts measured along the said Hertford branch railway in a south-easterly direction from the mile post denoting twenty-one miles from London:

(Q) Land in the said parish of Welwyn Garden City of an average width of six yards or thereabouts adjoining and on the south-western side of the said Hertford branch railway

and extending between points respectively seven chains or thereabouts measured in a north-westerly direction and one chain or thereabouts measured in a south-easterly direction along the said branch from the mile post denoting twenty-one and a quarter miles from London:

(R) Land in the said parish of Welwyn Garden City of an average width of five yards or thereabouts adjoining and on the south-western side of the said Hertford branch railway and extending between points respectively two chains and eight chains or thereabouts measured in a south-easterly direction along the said branch from the mile post denoting twenty-one and a half miles from London:

(S) Land partly in the parish of Hatfield in the rural district of Hatfield and partly in the parish of Tewin in the rural district of Hertford of an average width of five yards or thereabouts adjoining and on the south-western side of the said Hertford branch railway and extending between points respectively eleven and a half chains or thereabouts measured in a north-westerly direction and seven chains or thereabouts measured in a south-easterly direction from the mile post denoting twenty-one and three-quarter miles from London.

In the parts of Holland in Lincolnshire—

Additional lands at Skirbeck Quarter Boston—

(A) Lands in the hamlet of Skirbeck Quarter in the rural district of Boston on the western side of the Lincolnshire loop line of the Company lying between the northern side of the South Forty-foot Drain and the southern side of the Redstone Gowt Drain and extending from the western boundary of the property of the Company in a westerly direction to the point where the said Redstone Gowt Drain joins the said South Forty-foot Drain:

(B) Lands in the said hamlet of Skirbeck Quarter consisting of the site and soil of the Redstone

A.D. 1922.

Gowt Drain aforesaid (including the banks thereof) and extending from the point where it joins the South Forty-foot Drain in an easterly direction to its termination at or near London Road.

In the parts of Kesteven in Lincolnshire—

Additional lands at Sleaford—

A strip of land of an average width of four yards or thereabouts in the urban district of Sleaford adjoining and on the southern side of the Grantham Sleaford and Boston Railway of the Company and extending from the western side of Gipsy Lane for a distance of twenty-six chains or thereabouts measured in a westerly direction along the said railway.

Additional lands at Deeping—

(A) Lands in the parish of Deeping St. James in the rural district of Bourne adjoining and on the eastern side of the Lincolnshire loop line of the Company having a minimum width of fifteen yards or thereabouts and a maximum width of one hundred and ten yards or thereabouts and extending between points respectively twenty-six chains measured in a southerly direction and twenty-two and a half chains measured in a northerly direction along the said loop line from the mile post denoting eighty-three miles from London:

(B) Lands in the said parish of Deeping St. James of an average width of thirty yards or thereabouts adjoining and on the eastern and south-eastern side of the Deeping St. James station of the Company and being the north-western portions of the fields numbered respectively 79 92 and 95 in the said parish on the $\frac{1}{2500}$ scale Ordnance map second edition 1900 (Lincolnshire (Parts of Kesteven) sheet CLII.—3).

In the county of Stafford—

Additional lands at Grindley Station—

A strip of land in the parish of Stowe in the rural district of Stafford of an average width of

five yards or thereabouts adjoining and on the south-eastern side of the Stafford and Uttoxeter Railway of the Company and extending between points respectively nine chains and nineteen and a quarter chains or thereabouts measured in a north-easterly direction along the said railway from a point under the centre of the bridge carrying the roads from Bramshall and Chartley to Blithbridge over the said railway at the western end of the Grindley station of the Company.

In the West Riding of the county of York—

Additional lands at Outwood—

Lands and premises in the urban district of Stanley situate on the north-eastern side of Ledger Lane and comprising the premises known as number 1 May Villas in Ledger Lane aforesaid.

Additional lands at Doncaster—

Lands and premises in the borough of Doncaster adjoining the Doncaster station of the Company and bounded on the south-west and north-west by property of the Company on the south-east by West Laith Gate and on the north-east by the Post Office sorting house.

Additional lands at Doncaster Carr—

(A) Lands in the said borough of Doncaster lying on the north-eastern side of the main line of the Company and comprising so much of the fields or enclosures numbered 97 98 and 99 in the township of Doncaster as does not already belong to the Company and the whole of the fields or enclosures numbered 88 100 109 111 and 113 in that township and so much of the enclosure numbered 26 and 65 in the area formerly known as the township of Balby-with-Hexthorpe as lies between the north-western corner of the said enclosure numbered 88 and the south-eastern extremity of the said enclosure numbered 65 on the

A.D. 1922.

$\frac{1}{2500}$ scale Ordnance map second edition 1903 (Yorkshire (West Riding) sheets CCLXXXV.—1 and 5):

(B) Lands and premises in the said borough of Doncaster lying on the south-western side of the main line of the Company and comprising the whole of the fields or enclosures numbered 104 106 130 131 132 133 134 136 137 138 139 160 162 163 and 165 and so much of the enclosure numbered 92 and 159 in the said area as lies between the north-western corner of the said enclosure numbered 106 and the south-eastern extremity of the said enclosure numbered 159 on the $\frac{1}{2500}$ scale Ordnance map second edition 1903 (Yorkshire (West Riding) sheets CCLXXXV.—5 and 6).

Additional lands at Leeds—

Lands and premises in the city of Leeds situate on the northern side of Wellington Street opposite the Leeds Central Station of the Company and being the premises known respectively as Nos. 64 66 and 68 in Wellington Street aforesaid.

Additional lands at Bawtry—

(A) A piece of land in the township of Bawtry in the rural district of Doncaster adjoining the eastern side of the main line of the Company having a frontage of fifty feet or thereabouts to the property of the Company and adjoining the south-eastern side of Thorne Road having a frontage of one hundred and ninety feet or thereabouts to that road and extending in an easterly direction from the eastern boundary of the property of the Company for a distance of one hundred and forty feet or thereabouts measured at right angles to the said main line:

(B) A strip of land in the said township of Bawtry of an average width of fifteen yards or thereabouts adjoining and on the eastern side of the main line of the Company and extending between points respectively one chain and ten

and a quarter chains measured in a southerly direction along the said main line from the centre of the bridge carrying the said main line over Thorne Road aforesaid.

Revival of powers of acquiring lands.

**9.** The powers conferred upon the Company by the Great Northern Railway Act 1901 and the Great Northern Railway Act 1905 respectively of acquiring compulsorily or by agreement the lands hereinafter described which are delineated upon the deposited plans and described in the deposited book of reference are hereby revived and may be exercised by the Company at any time within three years from the passing of this Act but after the expiration of that period the said powers shall cease.

The said lands are the following (that is to say):—

In the county of London—

Lands at King's Cross—

Lands and premises in the metropolitan borough of St. Pancras lying on the north-eastern side of Pancras Road and being known respectively as numbers 2 4 22 24 28 and 30 in that road.

As to private rights of way.

**10.**—(1) All private rights of way over any lands acquired compulsorily under the powers of this Act shall as from the date of such acquisition be extinguished and the Company shall make full compensation to all parties interested in respect of any rights so extinguished.

(2) The Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this Act over any portion of any road or footpath by this Act authorised to be stopped up by them or over any level crossing by this Act authorised to be abolished by them.

(3) Any compensation payable under the provisions of this section shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to Company to enter upon property

**11.** The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from

A.D. 1922.

for survey and valuation.

time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be acquired or any lands houses and buildings under or in respect of which easements or rights of user may under this Act be acquired or any of them for the purpose of surveying and valuing the said lands houses buildings easements or rights without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Compensation in case of recently altered buildings.

**12.** In settling any question of disputed purchase money or compensation payable under this Act the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and twenty-one if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Costs of arbitration in certain cases.

**13.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company

A.D. 1922.

Period for compulsory purchase of lands by Company.

**16.** The powers for the compulsory purchase of lands by the Company under or for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

As to conveyance of Redstone Gowt Drain to Company.

**17.**—(1) Notwithstanding anything contained in the Lands Clauses Acts the Black Sluice Commissioners shall be deemed to be empowered and they are hereby authorised by writing under the hands and seals of any seven or more of those commissioners to grant and convey to the Company in fee simple free from incumbrances the lands and estate and interest in lands described in the schedule to the agreement dated the twenty-third day of March one thousand nine hundred and twenty-two and made between the said commissioners of the one part and the Company of the other part which is set forth in the schedule to this Act (which lands consist of the lands (B) described under the heading "Additional lands at Skirbeck Quarter Boston" in the section of this Act of which the marginal note is "Power to Company to acquire additional lands").

(2) The said agreement is hereby confirmed and made binding upon the parties thereto and may and shall be carried into effect subject to any modifications which may be agreed in writing between the said parties.

(3) Upon the execution in manner aforesaid of any such conveyance by the said commissioners as is referred to in the said agreement and the payment by the Company to the commissioners executing such writing of the purchase money referred to in the said agreement the said lands and estate and interest in lands shall vest in the Company in fee simple free from incumbrances and the acknowledgment by the commissioners executing such writing of the receipt of the purchase money so paid shall be an effectual discharge to the Company for the purchase money so paid.

(4) The Black Sluice Commissioners shall deal with and dispose of the purchase money paid to them by the Company under the provisions of this section in the same manner as they are authorised or required to deal with and dispose of moneys in their hands for the general purposes of their undertaking.

Stopping up of

**18.** As from the date of the acquisition by the Company of the additional lands at Skirbeck Quarter

to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Power to take easements &c. by agreement.

**14.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act and according to their estate and interest therein grant to the Company any easement or right required by them 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 and rights as aforesaid respectively.

Power to lease lands &c.

**15.** And whereas lands have from time to time been purchased or acquired by the Company adjoining or near to railways or stations belonging to the Company but such lands are not immediately and may not hereafter be required for the purposes of the Company and it is expedient that further powers should be conferred upon the Company with respect to such lands Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any other Act with which that Act is incorporated the Company shall not be required to sell or dispose of any such lands or any lands acquired under the powers of this Act which may not immediately be required for the purposes of the Company but may retain hold or use or may lease or otherwise dispose of the same.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint or other committee incorporated by Act of Parliament on which the Company may be represented and with respect to any land purchased acquired or held by the Company jointly with any other company or companies means and includes the Company and such other company or companies.

Redstone Gowt Drain.

Boston in the parts of Holland in Lincolnshire described in the section of this Act of which the marginal note is "Power to Company to acquire additional lands" all rights in and over the Redstone Gowt Drain and Outfall Sluice comprised in the said lands and the towpath and banks of the said drain and all obligations and liabilities (if any) affecting the same shall be by virtue of this Act extinguished and the Company may fill in the said drain and appropriate and use the site of the said drain sluice towpath and banks for any purposes of or in connection with their undertaking.

Agreements with county councils and others as to acquisition of lands.

**19.**—(1) The Company on the one hand and the council of any county borough district or parish or any company or person on the other hand may enter into and carry into effect any agreements or arrangements for or with respect to the acquisition of any lands under the powers of this Part of this Act and contributions by any such council company or person to the cost of such acquisition.

(2) The purposes of any such agreement shall be deemed to be purposes of the public Acts under which any county borough or district council being a party to such agreement have jurisdiction and any expenses incurred by such council pursuant or in relation to any such agreement shall be deemed to be expenses incurred for the purposes of those Acts and may be defrayed accordingly.

For protection of Potteric Carr Drainage Commissioners.

**20.** For the protection of the Doncaster and Cantley (parts of) Enclosure and Drainage Trustees and the Rossington and Wadworth (parts of) Drainage Trustees (commonly called the Potteric Carr Drainage Commissioners and in this section referred to as "the commissioners") the following provisions in addition to any other provisions of this Act or of the Acts incorporated therewith which may enure for the benefit of the commissioners shall unless otherwise agreed between the Company and the commissioners in writing apply and have effect (that is to say):—

Nothing in this Act contained shall authorise the Company to interfere with the drain and banks vested in or under the jurisdiction of the commissioners and numbered on the deposited plans 43 in the borough and township of Doncaster or

A.D. 1922.

with such access to the said drain and banks as the commissioners may require to enable them to exercise and perform their powers and duties in relation to the same in the same manner as heretofore.

## PART IV.

## POWERS TO GREAT NORTHERN AND GREAT EASTERN JOINT COMMITTEE.

Confirmation of purchase of additional lands by Great Northern and Great Eastern Joint Committee.

**21.** The acquisition by the Great Northern and Great Eastern Joint Committee (in this Part of this Act referred to as "the committee") of the lands hereinafter described which are delineated on the deposited plans and described in the deposited book of reference is hereby sanctioned and confirmed and the committee may hold and use the said lands for the general purposes of their undertaking and the said lands shall be deemed to be lands acquired compulsorily under the powers of this Act The said lands are the following (that is to say):—

In the parts of Kesteven in Lincolnshire—

Additional lands at Nocton and Dunston station—

Lands in the parish of Dunston in the rural district of Branston of a minimum width of six yards or thereabouts and a maximum width of fourteen yards or thereabouts adjoining and on the north-eastern side of the railway of the committee and extending between points respectively one chain or thereabouts and fifteen and three-quarter chains or thereabouts measured in a south-easterly direction along the north-eastern boundary of the property of the committee from a point opposite the south-eastern ends of the platforms at the Nocton and Dunston station of the committee.

Application to this Part of Act of certain provisions of Part III. of this Act.

**22.** The provisions of the sections of this Act of which the marginal notes are respectively as follows shall extend and apply to the committee and to the lands by this Part of this Act authorised to be acquired by them as if the said sections were enacted in this Part of this Act with the substitution of references to the committee for references to the Company (that is to say):—

"As to private rights of way"; and

"Power to take easements &c. by agreement."

## Part V.

## Powers to Midland and Great Northern Railways Joint Committee.

Power to Midland and Great Northern Railways Joint Committee to make new road.

**23.** Subject to the provisions of this Act the Midland and Great Northern Railways Joint Committee (in this Part of this Act referred to as "the joint committee") may make in the line and according to the levels shown on the deposited plans and section the following work (that is to say):—

A new road in the parish of Tydd St. Giles in the rural district of Wisbech in the county of the Isle of Ely on the north-western side of the level crossing by the railway of the joint committee of the road from the Foul Anchor Inn to Bedford Row commencing by a junction with that road and terminating by a junction with the road from Tydd St. Giles to the Foul Anchor Inn.

Limits of deviation.

**24.** In the construction of the new road authorised by this Part of this Act the joint committee may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and they may also deviate vertically from the levels shown on the deposited section to any extent not exceeding two feet upwards or downwards.

Powers with reference to new road.

**25.**—(1) Subject to the provisions of this Act and within the limits of deviation for the new road authorised by this Part of this Act as shown on the deposited plans the joint committee may in connexion with the said new road and for the purposes thereof make junctions and communications with the existing roads with which such new road is to be connected and may make alterations of the lines or levels of such existing roads for the purpose of connecting the same with the said new road and may alter divert or stop up all or any part of any drain sewer channel or gas or water main or pipe or electricity or telephone wire or apparatus within the said limits the joint committee providing a proper substitute before interrupting the flow of sewage in any drain or sewer or of any gas or water in any main or pipe or of electricity or telephonic communication

A.D. 1922.

in any wire or apparatus and making compensation for any damage done by them in the execution of the powers of this section.

(2) Provided that the joint committee shall not alter divert or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act.

Power to stop up portion of existing road.

**26.**—(1) The joint committee may stop up so much of the road in the parish of Tydd St. Giles in the rural district of Wisbech in the county of the Isle of Ely leading from the Foul Anchor Inn to Bedford Row as is situate between the boundaries of the property of the joint committee and may abolish the level crossing of their railway by the said road Provided that such stopping up shall not take place until the new road authorised by this Part of this Act is completed to the satisfaction of the road authority and is open for public use or in case of difference between the joint committee and the road authority until two justices shall have certified that the said new road has been completed to their satisfaction and is open for public use Before applying to the justices for their certificate the joint committee shall give to the road authority seven days' notice of their intention to apply for the same.

(2) As from the completion of the said new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along so much of the said existing road as is stopped up shall be extinguished and the joint committee may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site and soil of the portion of road stopped up Provided that the joint committee shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to maintenance of new road.

**27.** As from the completion in accordance with the provisions of the section of this Act of which the marginal note is "Power to stop up portion of existing road" of the new road authorised by this Part of this Act that road shall be maintained and repaired by and at the expense of the authority liable for the maintenance and repair of the existing road from the Foul Anchor Inn to Bedford Row.

Power to Midland and Great Northern Railways Joint Committee to purchase lands for new road.

**28.** Subject to the provisions of this Act the joint committee may enter upon take use and purchase compulsorily or by agreement for the construction of the new road authorised by this Part of this Act and for the general purposes of their undertaking all or any of the lands delineated on the deposited plans and described in the deposited book of reference as intended to be taken or used for the purposes of the said road and may hold and use for all or any of the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the joint committee and the same shall be deemed to be lands acquired compulsorily under the powers of this Act.

Power to Midland and Great Northern Railways Joint Committee to acquire additional lands.

**29.** Subject to the provisions of this Act the joint committee in addition to the other lands which they are by this Part of this Act authorised to acquire may enter upon take use and purchase compulsorily or by agreement for the purposes of their undertaking the lands hereinafter described which are delineated upon the deposited plans and described in the deposited book of reference and may hold and use for the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the joint committee and the same shall be deemed to be lands acquired compulsorily under the powers of this Act (that is to say):—

In the county of the Isle of Ely and the parts of Holland in Lincolnshire—

Additional lands at Tydd station—

Lands partly in the parish of Tydd St. Giles in the rural district of Wisbech in the county of the Isle of Ely and partly in the parish of Tydd St. Mary in the rural district of East Elloe in the parts of Holland in Lincolnshire adjoining and on the eastern side of the Tydd station of the joint committee of a

A.D. 1922.

maximum width of thirty yards or thereabouts and extending from the public road crossing the railway of the joint committee immediately to the south of Tydd station for a distance of eleven chains or thereabouts measured in a northerly direction from that road.

In the county of Norfolk—

Additional lands at Caister-next-Yarmouth—

(A) Lands in the parish of Caister-next-Yarmouth in the rural district of East and West Flegg of a minimum width of thirty yards or thereabouts and a maximum width of one hundred and fifteen yards or thereabouts adjoining and on the eastern side of the railway of the joint committee from North Walsham to Great Yarmouth being so much of the enclosures numbered 68 49 84a 84 and 84b on the $\frac{1}{2500}$ scale Ordnance map second edition 1906 (Norfolk sheet LXVI.—3 and 7) as lies between the said railway and the high-water mark of ordinary spring tides and extending in a southerly direction forty-four and a half chains or thereabouts from the northernmost end of the said enclosure numbered 84a on the said map:

(B) Land in the said parish of Caister-next-Yarmouth lying between the eastern side of Manor House Road and the high-water mark of ordinary spring tides and extending between points respectively two and three-quarter chains and seven and a half chains or thereabouts measured in a northerly direction from the northern side of Esplanade Road:

(C) Land in the said parish of Caister-next-Yarmouth adjoining and on the northern side of Esplanade Road lying between points respectively three chains and four and a half chains measured in an easterly direction from the junction of Esplanade Road with Manor House Road and extending in a northerly direction one and a half chains from the northern side of Esplanade Road.

A.D. 1922.

For protection of John Fletcher Dodd.

**30.** For the protection of John Fletcher Dodd or other the owner or owners for the time being of the property numbered on the deposited plans 7 in the parish of Caister-next-Yarmouth (all of whom are in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the joint committee and the owner have effect (that is to say):—

(1) If and so far as the owner or any person or persons claiming through or under him shall for the time being be entitled to exercise rights of way over the level crossing of the railway of the joint committee at Ormesby Lane in the said parish and the existing roadway extending from the eastern side of the said railway to Dinah's Gap or such part thereof as shall not for the time being be washed away by the sea—

(A) The owner and any such person or persons as aforesaid shall be entitled in going to or coming from the seashore or the sea to pass at his or their own risk over any works which the joint committee may construct or execute on the site of the said roadway for preventing the encroachment of the sea but nothing in this Part of this Act shall interfere with the right of the joint committee to construct on the said site or elsewhere such works and in such form as they may think fit for preventing such encroachment;

(B) The owner shall be entitled at his own expense and to the reasonable satisfaction of the joint committee to provide and maintain on the seaward side of the said works and secured thereto in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the joint committee a ladder or steps of a width not exceeding three feet for facilitating the passage of such persons as aforesaid over the said works to and from the seashore or the sea but the joint committee shall

A.D. 1922.

not be under any liability in respect of the destruction of or any injury to any such ladder or steps or in respect of any accident or injury which may happen to any person using or attempting to use the same unless such destruction or injury be caused by the wilful act or obstruction of or by any officer or servant of the joint committee;

(c) If any difference shall arise between the owner and the joint committee under paragraph (B) of this subsection the same shall be submitted to arbitration by a single arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party:

(2) Nothing in this Part of this Act shall confer on the owner or any other person or persons any further or other rights over or in respect of the said level crossing and roadway or either of them than those which he or they possessed in respect thereof immediately before the passing of this Act:

(3) The provisions of this section shall be in addition to and not in derogation from any other provision of this Act enuring for the benefit of the owner.

For protection of East and West Flegg Rural District Council.

**31.** For the protection of the East and West Flegg Rural District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the joint committee and the council have effect (that is to say):—

(1) If the joint committee shall under the powers of this Act intercept remove or displace any sewer of the council constructed in or under any lands acquired by the joint committee under the powers of this Act the joint committee shall at their own expense construct according to a plan to be reasonably approved by the council another sewer in lieu of and of equal capacity to the sewer so intercepted removed or displaced Any sewer constructed by the joint committee under the provisions of this section shall as from the date of such construction be vested in the council in the

same manner and to the same extent as the existing sewer intercepted removed or displaced :

(2) If any difference shall arise between the joint committee and the council under the provisions of this section such difference shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the Arbitration Act 1889 shall apply to any such arbitration.

Compensation to be paid if private rights of way acquired.

**32.** If the joint committee shall under the powers of this Part of this Act acquire compulsorily any private rights of way over any lands acquired compulsorily under those powers they shall make full compensation to all parties interested in respect of such rights and all such rights shall be thereupon extinguished Any compensation payable under the provisions of this section shall in case of dispute be settled by arbitration.

Application to this Part of Act of certain provisions of Part III. of this Act.

**33.** The provisions of the sections of this Act of which the marginal notes are respectively as follows shall extend and apply to the joint committee and to the lands by this Part of this Act authorised to be acquired by them as if the said sections were enacted in this Part of this Act with the substitution of references to the joint committee for references to the Company (that is to say) :—

"Power to Company to enter upon property for survey and valuation";

"Costs of arbitration in certain cases";

"Power to take easements &c. by agreement";

"Period for compulsory purchase of lands by Company"; and

"Agreements with county councils and others as to acquisition of lands."

## PART VI.

### EXTENSION OF TIME.

Extension of time for

**34.** The periods limited by the Order dated the sixteenth day of February one thousand nine hundred

A.D. 1922.

completion of works.

and twenty-one and made by the Ministry of Transport under the Special Acts (Extension of Time) Act 1915 for the construction by the Company or companies named in the first column of the next following table of the railways and works described in the second column of that table and authorised by the Acts or Order respectively mentioned in the third column of that table are hereby extended until the eighteenth day of August one thousand nine hundred and twenty-five and sections 13 21 and 22 of the Tickhill Light Railway (Amendment and Transfer) Order 1908 sections 69 70 and 82 of the Great Central Railway Act 1907 sections 8 9 and 10 of the Great Northern Railway Act 1911 and sections 21 22 and 23 of the Great Northern Railway Act 1914 shall be read and have effect accordingly :—

| Company or Companies. | Work. | Act or Order. |
|---|---|---|
| The Company - | Railways Nos. 2 2A and 4 | Tickhill Light Railway Order 1901 (section 10). |
| The Company and the Great Central Railway Company | Railway No. 8 at South Elmsall. | Great Central Railway Act 1907 (section 63). |
| The Company - | Railways Nos. 4 4A 4B and 4C (railway to Harworth) and Railway No. 5 (railway at Shaftholme). | Great Northern Railway Act 1911 (section 6). |
| The Company - | Deviation Railways Nos. 1 and 2 at Wood Green. | Great Northern Railway Act 1914 (section 5). |

Extension of time for compulsory purchase of lands.

**35.** The periods limited by the Order of the Ministry of Transport referred to in the section of this Act of which the marginal note is "Extension of time for completion of works" or by the Great Northern Railway Act 1920 for the compulsory purchase by the Company or companies or joint committee named in the first column of the next following table of the lands referred to in the second column of that table and authorised to be acquired by the Acts respectively referred to in the

third column of that table are hereby extended until the eighteenth day of August one thousand nine hundred and twenty-five but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised :— A.D. 1922.

| Company or Companies. | Lands. | Act. |
|---|---|---|
| The Company and the Great Central Railway Company. | Lands required for the purposes of or in connexion with the said Railway No. 8 at South Elmsall. | Great Central Railway Act 1907. |
| The Company and the Great Central Railway Company. | Lands required for the purposes of or in connexion with the Widening No. 2 (from Adwick Junction to Hemsworth South Junction) of the main line of the West Riding and Grimsby Railway. | Great Northern Railway Act 1911. |
| The Company - | (i) Lands required for the purposes of or in connexion with (A) the said Deviation Railways Nos. 1 and 2 at Wood Green (B) the Widening No. 1 of the Enfield branch railway (C) the Widening No. 2 (at Grantham) of the main line of the Company (D) the Widening No. 3 (from Trent Box to Muskham Siding) of the said main line (E) the Widening No. 4 (from Gamston to Retford) of the said main line and (F) the Widening No. 5 (from Bawtry to Rossington) of the said main line; | Great Northern Railway Act 1914. |
| | (ii) Additional lands at Holloway being lands and premises in the metropolitan borough of Islington in the county of London (described in section 45); | |

A.D. 1922.

| Company or Companies. | Lands. | Act. |
|---|---|---|
| The Company - | (iii) Additional lands at Finsbury Park being lands and premises in the said metropolitan borough of Islington (described in the said section 45). | Great Northern Railway Act 1914. |
| The Company - | Lands required for the purposes of or in connexion with (A) the railway from Waltham to Colsterworth (B) the Widening No. 1 (from Barrowby Road to Peascliffe) of the main line of the Company (C) the Widening No. 2 (from Balderton to Claypole) of the said main line (D) the Widening No. 3 (at Newark) of the said main line (E) the Widening No. 4 (from Cromwell to Crow Park) of the said main line (F) the Widening No. 5 (from Ranskill to Sutton) of the said main line (G) the Widening No. 6 (from Gonerby to Barrowby Road) of the Nottingham and Grantham Railway (H) the Widening No. 7 (from Bottesford to Belvoir Junction) of the said Nottingham and Grantham Railway. | Great Northern Railway Act 1920. |
| The Great Northern and Great Eastern Joint Committee. | Lands required for the purposes of or in connexion with the Widening at Blankney of the railway of the Great Northern and Great Eastern Joint Committee. | |

## Part VII.

## Miscellaneous Provisions.

Company and joint committees may apply their funds to purposes of Act.

**36.** The Company and the Great Northern and Great Eastern Joint Committee and the Midland and Great Northern Railways Joint Committee may respectively apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already or may by virtue of any Act to be passed during the present session of Parliament be authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Provision as to general Railway Acts.

**37.** Nothing in this Act contained shall exempt any company named in this Act or the railways of any such company from the provisions of any general Act relating to railways or the better or more impartial audit of 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.

**38.** 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.

A.D. 1922.

## The SCHEDULE referred to in the foregoing Act.

Stamp.

Ten Shillings.

AN AGREEMENT made this 23rd day of March 1922 between the BLACK SLUICE COMMISSIONERS (hereinafter called "the Vendors") of the one part and the GREAT NORTHERN RAILWAY COMPANY (hereinafter called "the Company") of the other part.

1. The Vendors agree to sell and the Company agree to purchase for the sum of 2,000*l*. the freehold and inheritance in fee simple in possession free from incumbrances of and in the lands and hereditaments first described in the schedule hereto and all the estate and interest of the Vendors in the lands and hereditaments secondly described in the said schedule Together with the rights and benefits described and comprised in the said schedule and free from all right of pre-emption or re-purchase of any part or parts of the said premises which may hereafter become superfluous land not required for the purposes railway or works of the Company.

2. The Vendors have been in possession of the said premises for upwards of 150 years under the provisions of the Act of Geo. III. 5 cap. 86 and other Acts relating to their undertaking and upon production of a statutory declaration by one of their competent officers proving such possession the Company shall not call for or require any further or other evidence of their title.

3. On payment of the said purchase money the Vendors and all other necessary and proper persons if any will convey the said hereditaments and premises to the Company or as they shall direct free from all incumbrances but subject to such reservations and conditions as are contained herein and shall execute all necessary acknowledgments of the right to production and undertaking for the safe custody of any documents of title retained by the Vendors according to the usual practice on the purchase of lands by private individuals.

4. The said sum of 2,000*l*. shall include satisfaction and compensation for all damage loss or inconvenience whether permanent temporary or recurring occasioned by severing the property purchased from the Vendors other property or by otherwise injuriously affecting such other property of the Vendors by the exercise of the powers of the Company and for all communications gates bridges fences culverts drains watering places ways passages works and things either over under or across by the side of or

near to the railway or works of the Company which might otherwise be required to be made or done for the better enjoyment protection or accommodation of the adjoining property and remainder of the estate of the Vendors except as herein provided.

5. The Company shall be at liberty to fill in and close up to the reasonable satisfaction of the Vendors' engineer the entrance from the South Forty-foot Drain into the Redstone Gowt Drain now on the lands agreed to be sold and to remove the bridge over such entrance but before altering or removing the bridge over such entrance they shall make up and form the surface of the ground so filled in so as to form a towpath as a continuous connexion between the towpaths of the Vendors at either end at the same level and of the same width as the said towpaths And upon the completion of the said works the Vendors shall at all times be entitled to a right of way for all purposes over and along such part of the towpaths as shall be so formed on the land hereby agreed to be sold.

6. The conveyance to the Company shall contain proper provisions whether by way of grant or reservation to the Vendors for giving effect to the last preceding clause and the Company shall at their own expense execute and deliver to the Vendors a counterpart of the conveyance.

7. On title being shown in accordance with the provisions of this agreement and a conveyance executed as aforesaid the purchase shall be completed and the purchase and compensation money shall be paid to the Vendors or other the person or persons entitled to receive the same or if necessary deposited in the bank as provided by the Lands Clauses Consolidation Act 1845 and the Company shall be entitled to possession of the said lands and hereditaments Provided nevertheless that the Company shall be at liberty without being held to have thereby waived any question as to title or other matter arising under these presents to take possession of the said hereditaments and premises at any time after the passing of the Act sanctioning this agreement and to proceed with the construction of the works they paying to the Vendors interest after the rate of four pounds per centum per annum on the said sum of 2,000*l*. from the time of their taking possession until payment thereof.

8. The land tax and rentcharge in lieu of tithes (if any) shall at the expense of the Company be apportioned rateably between the land sold to the Company and the other land of the Vendors now charged therewith.

9. The purchase shall be completed within six calendar months after the passing of such Act as aforesaid and if not then

A.D. 1922.

completed the Company shall pay interest on the purchase money from that time until actual completion at the rate of 4*l.* per centum per annum.

10. The Vendors shall before completion procure the conveyance to be stamped with the particulars delivered stamped referred to in subsection (3) (*b*) of section 4 of the Finance (1909–1910) Act 1910 if that Act shall be still in force.

11. This agreement is conditional upon the Company obtaining statutory power to purchase or take the lands and hereditaments coloured red on the plan referred to in the said schedule The Company will in and by the Bill which they are now promoting or the next Bill which they shall promote in Parliament apply for the sanction by Parliament of this agreement and powers for as well the Vendors as the Company to give effect to the same and provisions making this agreement binding on both parties And subject to the sanction of Parliament this agreement shall be scheduled to such Bill If such statutory powers and sanction shall not be obtained within two years from the date hereof this agreement shall be null and void.

12. The vendors shall support and assist the Company in their endeavours to obtain such powers and sanction as aforesaid the reasonable costs of such support and assistance to be borne by the Company.

13. The Company shall pay to the vendors the Vendors' costs of verifying the title and of the conveyance to the Company as provided for by the Lands Clauses Consolidation Act 1845.

In witness whereof seven or more of the said commissioners have hereunto set their hands and seals and the Company have caused their common seal to be hereunto affixed the day and year first hereinbefore written.

THE SCHEDULE.

First all that piece or parcel of land situate in the parish of Skirbeck Quarter in the county of Lincoln consisting of the site and soil of the Redstone Gowt Drain (including the banks thereof) and containing by admeasurement 1 a. 3 r. 34 p. or thereabouts and which hereditaments and premises are more particularly delineated and described on the map or plan annexed hereto and are therein coloured red Subject to all existing rights of the Company in respect of the railway bridge crossing the same and Secondly all that piece or parcel of land situate in the said parish of Skirbeck Quarter containing by admeasurement 16 poles or thereabouts being the site of the Redstone Gowt sluice and outfall and which said hereditaments and premises are more

particularly delineated and described on the said plan and are therein coloured as to the greater part blue and as to that portion over which the public road is carried by a bridge blue hatched black Together with all such estate or interest (if any) as the vendors have in all mines and minerals in or under the lands first and secondly hereinbefore described and all appurtenances thereunto belonging.

Signed sealed and delivered by ARTHUR WELLESLEY DEAN in the presence of
E. S. PARKER
Carlton Scroop Hall
Grantham
Maid.

ARTHUR W. DEAN (L.S.)
(Chairman).

Signed sealed and delivered by RUSSELL CASWELL FREDERICK EBENEZER BOWSER JOHN WILLIAM MEASURES GEORGE FREDERICK BOWSER WILLIAM FRANCIS ATKINSON and GRAHAM GOULD SMITH in the presence of
GEORGE SMITH.
Horbling
Clerk to the Commissioners.

RUSSELL CASWELL (L.S.)
J. W. MEASURES. (L.S.)
F. E. BOWSER. (L.S.)
G. F. BOWSER. (L.S.)
W. F. ATKINSON. (L.S.)
GRAHAM G. SMITH. (L.S.)

Signed sealed and delivered by WILLIAM SHARPE WILLIAM HACKETT and GEORGE MOWBRAY in the presence of
GEORGE SPINKS
Clerk to Messrs. B. Smith & Co.
Solicitors
Donington.

WM. SHARPE. (L.S.)
WILLIAM HACKETT. (L.S.)
GEORGE MOWBRAY. (L.S.)

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
R. E. BECKETT
Director.

(L.S.)

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR
WILLIAM RICHARD CODLING, Esq., C.V.O., C.B.E., the King's Printer of Acts of Parliament.

To be purchased through any Bookseller or directly from
H.M. STATIONERY OFFICE at the following addresses:
IMPERIAL HOUSE, KINGSWAY, LONDON, W.C. 2, and 28, ABINGDON STREET, LONDON, S.W. 1;
37, PETER STREET, MANCHESTER; 1, ST. ANDREW'S CRESCENT, CARDIFF;
OR 23, FORTH STREET, EDINBURGH.