CHAPTER cxxxix.

An Act to confer further powers upon the Great Northern Railway Company. [30th July 1900.] A.D. 1900.

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 it is expedient that the West Riding Railway Committee constituted under the powers of the West Riding and Grimsby Railway (Transfer) Act 1866 and consisting of representatives of the Company and the Great Central Railway Company (in this Act called "the Central Company") should be enabled to acquire certain lands in the parish of Crofton in the rural district of Wakefield in the West Riding of the county of York and that in connexion with such acquisition the said West Riding Railway Committee and the Central Company should be authorised to apply their existing funds: 29 Vict. c. clxii.

And whereas it is expedient that the period limited by the Great Northern Railway Act 1897 (in this Act referred to as "the Act of 1897") for the compulsory purchase of lands for the purposes of the railway at Race Course Station Nottingham and the widening from Yaxley to Fletton thereby authorised should be extended: 60 Vict. c. xl.

And whereas it is expedient that the time prescribed for the sale of lands acquired by the Company and by the Company jointly with other companies under the powers of various Acts and not yet applied to the purposes of the undertakings in respect of which they were so acquired should be extended:

And whereas it is expedient that the powers conferred upon the Company by the Act of 1897 for the compulsory purchase of certain

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lands at Colwick Daybrook and Bulwell Forest Basford Sutton Doncaster Wrenthorpe and Lofthouse should be extended:

35 & 36 Vict. c. cxxvii.

And whereas under the powers of the Great Northern Railway (Various Powers) Act 1872 (in this Act referred to as "the Act of 1872") a superannuation fund for the payment of superannuation and retiring allowances and also allowances during disability from sickness or accident to the officers and servants of the Company being contributors to such fund has been established and under the powers of the Act of 1897 the operation of that fund had been extended to officers and servants employed by the company jointly with any other company:

37 & 38 Vict. c. clviii.

And whereas it is expedient that further powers be conferred upon the Company in relation to the said superannuation fund and that the amount of the contributions to the fund by certain members thereof should with their consent be increased in order that they may obtain benefits of the fund to which they would not otherwise be entitled and that voluntary gross payments to the fund be authorised:

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 other 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 Bedford Cambridge Derby Hertford Huntingdon Middlesex Northampton and Nottingham and for the parts of Holland the parts of Kesteven and the parts of Lindsey in Lincolnshire and for the soke of Peterborough 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 Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Great Northern Railway Act 1900.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (excepting 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.

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 New England:

A Railway (No. 1) four furlongs six chains in length wholly in the parish of Peterborough Within in the borough of Peterborough in the soke of Peterborough commencing by a junction with the up goods line of the Company at a point thereon about one hundred yards south of the footbridge at the southern end of the cottages of the Company at New England and terminating by a junction with the said up goods line at a point thereon about two hundred and sixty yards north-west of the centre of the bridge carrying the railway of the Midland and Great Northern Railways Joint Committee over the said up goods line.

Railways at Grantham:

A Railway (No. 2) three furlongs 7·40 chains in length wholly in the parts of Kesteven in Lincolnshire commencing in the parish of Spitalgate Without in the rural district of Grantham by a junction with the down lines of the main line of railway of the Company at a point thereon about thirty-eight yards north-west of the centre of the bridge carrying the said main line over the River Witham and terminating in the parish of Spitalgate Within in the borough of Grantham at a point on the western slope of the said railway about

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fifty-five yards from the centre line of the main lines measured at right angles thereto from a point about two hundred and sixty yards south-east of the centre of the bridge carrying the Great North Road over the said railway of the Company:

A Railway (No. 3) three furlongs eight chains in length commencing in the said parish of Spitalgate Without by a junction with the up lines of the said main line of railway at a point about thirty-eight yards north of the centre of the said bridge over the River Witham and terminating in the said parish of Spitalgate Within at the termination of Railway No. 2:

A Railway (No. 4) one mile three furlongs 3·30 chains in length wholly in the said parts of Kesteven commencing in the said parish of Spitalgate Within by a junction with Railways No. 2 and No. 3 hereinbefore authorised at the termination thereof respectively and terminating in the parish of Little Gonerby in the borough of Grantham by a junction with the Ambergate Yard Branch of the Company at the centre of the bridge carrying the said branch line over the Barrowby Road:

A Railway (No. 5) 8·10 chains in length wholly in the said parish of Little Gonerby commencing by a junction with the Nottingham and Grantham Railway of the Company at a point thereon about fifty yards north of the centre of the bridge carrying the said railway over the Barrowby Road and terminating by a junction with the main line of railway of the Company at a point thereon about two hundred and thirty yards north of the centre of the said bridge.

Tolls &c. on new railways.

5. 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.

6. 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.

For protection of the Midland and Great Northern Railways

7. In the execution of the works of the railway at New England in the parish of Peterborough Within in the borough of Peterborough in the soke of Peterborough where the same will cross under the railway of the Midland and Great Northern Railways

Joint Committee the Company shall be subject to the following conditions :—

Joint Committee.

(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 of the Midland and Great Northern Railways Joint Committee (hereinafter called "the committee") or any of the works thereof or any lands or property belonging to the committee shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the committee and according to plans to be previously submitted to and reasonably approved by him :

(2) The railway at New England shall be carried under the railway of the committee by means of a steel girder bridge with a steel flooring and the superstructure thereof shall be of a width sufficient to provide for the laying down by the committee of four lines of railway The Company may in the first instance construct only the piers and abutments and complete and erect the superstructure of the said bridge sufficient for two lines of railway but the Company shall at any time hereafter on receiving notice in writing from the committee so to do forthwith add the superstructure for the remaining portion of the said bridge and in all respects complete the same :

(3) The Company shall construct the said bridge so as to cause as little injury as may be to the railway works lands or property of the committee and so as to cause no interruption to the passage or conduct of traffic over their railway and if in consequence of the execution of the works of such bridge any injury be caused to the railway and property of the committee or any interruption be caused to such traffic the Company shall make full compensation to the committee in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration :

(4) The Company shall bear and on demand pay to the committee the expense of the employment by the committee during the execution of any work affecting the railway of the committee of a sufficient number of inspectors watchmen and signalmen to be appointed by the committee for watching and signalling the same with reference to and during the execution of any such work 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 of their contractors or any person in the employ of the Company or of their contractors with reference thereto :

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(5) The Company shall acquire only such an easement under the railway works or property of the committee as may be necessary for constructing or maintaining the works by this Act authorised:

(6) The amount to be paid for the acquisition of such easement and for compensation for any permanent or temporary damage or injury occasioned to the committee by reason or in consequence of the exercise of the powers of this Act shall in the event of the committee and the Company not being able to agree with respect thereto be settled in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(7) Any dispute or difference (the settlement of which is not otherwise provided for in this section) which may arise between the committee and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall from time to time be settled by arbitration by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the committee or of the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

For protection of the corporation of Grantham.

8. For the protection of the mayor aldermen and burgesses of the borough of Grantham (hereinafter called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect in the construction of the works by this Act authorised:—

(1) The bridge carrying the Great North Road over Railway No. 4 shall be provided with parapets similar to those on the existing adjacent bridge carrying the said road over the Company's main line:

(2) When the northern end of Victoria Street shall have been stopped up and the level of Brick Kiln Lane altered in pursuance of the powers of this Act the Company shall provide means of direct access for pedestrians from Brick Kiln Lane to the point in Victoria Street marked A on the deposited plan:

(3) The bridge carrying Railway No. 4 over Brick Kiln Lane shall have a clear span of thirty feet measured on the square and the bridge carrying Railway No. 4 over Harlaxton Road shall have a clear span of forty-five feet measured on the square:

(4) The bridges carrying Railway No. 4 over Wharf Road and Dysart Road respectively shall have a clear span of thirty-six

feet measured on the square and a clear headway of sixteen feet : A.D. 1900.

(5) The bridges mentioned in the last two preceding sub-sections shall be provided with screens or parapets six feet in height :

(6) If the Company in altering the level of Brick Kiln Lane shall alter the level of the footpath sewer or surface drain therein belonging to the corporation the Company shall relay such footpath sewer or surface drain so far as may be rendered necessary by the construction of the Company's works to the reasonable satisfaction of the surveyor of the corporation or in case of difference between such surveyor and the engineer of the Company to the satisfaction of an arbitrator to be agreed on between the corporation and the Company or failing agreement to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of the corporation of Grantham and the Earl of Dysart.

9. For the further protection of the mayor aldermen and burgesses of the borough of Grantham (hereinafter in this section called "the corporation") and for the protection of the Right Honourable Sir William John Manners Earl of Dysart the following provisions shall unless otherwise agreed between the corporation and the Earl of Dysart on the one hand and the Company on the other hand apply and have effect :—

(1) Notwithstanding anything in this Act or shown upon the deposited plans the Company shall not divert the footpath in the parish of Spitalgate Within in the borough of Grantham between the points marked E and F on the deposited plan for the said borough but the Company shall be at liberty to construct railways and works over the said footpath between the said points marked E and F on the said plan as and when they may think fit Provided that they shall leave an opening of not less than eight feet between their existing railways and the railways to be constructed over the said footpath :

(2) The provisions of section 36 of the Great Northern Railway Act 1899 subsections 2 to 7 inclusive shall apply to the said footpath between the said points marked E and F and the railways and works to be constructed by the Company over the same.

For protection of the Earl of Dysart.

10.—(1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not under the powers of this Act without the previous consent in writing of the Right Honourable Sir William John Manners Earl of Dysart or his sequels in estate enter upon take or use any greater quantity of (A) the property

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lying between Harlaxton Road and Wharf Road in the borough of Grantham and (B) the property numbered on the deposited plans 4 in the parish of Little Gonerby than is coloured yellow on the plan signed by Henry Alfred Manners on behalf of the Earl of Dysart and Alexander Ross on behalf of the Company.

(2) The Company shall round off the south-western buttress of the bridge carrying Railway No. 4 over Barrowby Road as shown on the said signed plan.

For protection of the Earl of Dysart and the Grantham Crank and Iron Company.

11. Notwithstanding anything in this Act or shown on the deposited plans the Company shall not under the powers of this Act without the previous consent in writing of the Right Honourable Sir William John Manners Earl of Dysart and the Grantham Crank and Iron Company Limited enter upon take or use any greater quantity of the property numbered on the deposited plans 6 in the township of Grantham than is shown on the plan signed by Henry Alfred Manners on behalf of the said Earl of Dysart by William Land on behalf of the said limited company and by Alexander Ross on behalf of the Company and therein coloured yellow and hatched blue and section 92 of the Lands Clauses Consolidation Act 1845 shall not apply to such property.

For protection of the Earl of Dysart and Henry Bell.

12. For the protection of the Earl of Dysart or other the owner of Bridge House Westgate in the borough of Grantham and of Henry Bell the lessee of the said house the following provision shall unless otherwise agreed apply and have effect:—

Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not construct on the eastern side of the Company's main line so much of Railway No. 4 by this Act authorised or lines connected therewith as will lie between Dysart Road and the southern side of Harlaxton Road.

As to footpath at Spitalgate Without.

13. The Company shall carry the footpath now crossing their railway between the properties numbered respectively on the deposited plans 6 and 11 in the parish of Spitalgate Without over Railway No. 2 by means of a bridge of a width between the parapets of not less than six feet and under the Railway No. 3 by means of a subway of a similar width and having a headway throughout of not less than seven feet above the surface of the footpath and shall properly pave with asphalte the footpath underneath the said subway and drain the same and notwithstanding anything in this Act or shown on the deposited plans the Company shall not stop up such footpath.

Penalty unless railways are

14. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall

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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 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 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.

opened within the time limited.

15. 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 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

Application of penalty.

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the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Further works by the Company.

16. 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 exercise the powers hereinafter mentioned 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 in addition to any other lands which they are by this Act authorised to acquire 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 and the following provisions shall have effect (that is to say):—

Diversion of Footpath at Wood Green.

They may in the parish and urban district of Wood Green in the county of Middlesex—

(1) Divert so much of the public footpath leading from Park Road to Albert Road as lies between a point on the said footpath about twenty yards south-west of the south-western side of Edith Road and a point on the said footpath about seventy yards measured along the footpath in a south-westerly direction from the centre of the bridge carrying the footpath over the main lines of the Company:

(2) When the said diversion is completed and opened to the public the Company may stop up so much of the said footpath as lies between the commencement and the termination of such diversion and thereupon all rights of way in and over the said portion of footpath shall be and the same are hereby extinguished.

New Footpath at Stevenage.

They may in the parish and urban district of Stevenage in Hertfordshire—

Construct a footpath commencing in the public road leading from Stevenage to Symonds Green and known as Brick Lane at a point about one hundred and forty-two yards east of the centre of the level crossing of the main line of railway of the Company by the said public road and terminating in the New Road (No. 1) authorised by the Great Northern Railway Act 1899 at the point at which the said new road crosses the said road leading to Symonds Green and about one hundred and eighty-eight yards

measured along the road in a westerly direction from the centre of the said level crossing. A.D. 1900

Stopping up of Footpath at Stevenage.

They may in the said parish of Stevenage stop up—

So much of the footpath leading in a south-westerly direction from the footbridge that crosses over the railway of the Company near Orchard Court as lies between the said footbridge and the point at which the said footpath crosses the boundary fence between the fields numbered 272 and 290 on the second edition of the Ordnance survey of the said parish to the scale of $\frac{1}{2500}$ published in 1898 and thereupon all rights of way in and over the said portion of footpath shall be and the same are hereby extinguished.

Diversion of Road at Cadwell.

They may in the parish of Holwell in the rural district of Hitchin in the county of Hertford and in the parish of Arlsey in the rural district of Biggleswade in the county of Bedford—

Divert the road leading from Ickleford to Arlsey such diversion commencing in the said parish of Holwell at a point in the said road about twenty-two yards south of the boundary between the said two parishes and terminating in the said parish of Arlsey at a point in the said road about three hundred and thirty yards measured due north from the said boundary. When the said diversion is completed and opened to the public the Company may stop up so much of the said road as lies between the commencement and termination of the said diversion and thereupon all rights of way in and over the said portion of road shall be and the same are hereby extinguished.

Diversion of Road at Abbot's Ripton.

They may in the parish of Abbot's Ripton with Wennington in the rural district of Huntingdon in Huntingdonshire—

(1) Divert the public road leading from Abbot's Ripton to Sawtry such diversion commencing at the western end of the bridge carrying the said road over the main line of railway of the Company and terminating at a point in the said road about one hundred and thirty yards south-east of the western end of the footbridge that crosses over the said main line near the northern end of Abbot's Ripton Station:

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(2) When the said diversion is completed and opened to the public the Company may stop up so much of the said public road as lies between the commencement and the termination of such diversion and thereupon all rights of way in and over the said portion of road shall be and the same are hereby extinguished.

New Road and stopping up of Road at Shirebrook.

They may in the parish of Pleasley in the rural district of Blackwell in Derbyshire—

(1) Construct a new road commencing in Long Lane at a point about thirty yards south of the centre of the Shirebrook Colliery branch of the Company and terminating in Warren Drive at a point about fifty yards south of the centre of the bridge carrying the said branch railway over Warren Drive:

(2) When the said new road is completed and opened to the public the Company may stop up so much of the said Long Lane as lies between the boundary fences of the said branch railway and thereupon all rights of way in and over the said portion of Long Lane shall be and the same are hereby extinguished.

Stopping up of Road at Doncaster.

They may partly in the township and borough of Doncaster and partly in the township and urban district of Balby-with-Hexthorpe in the West Riding of Yorkshire—

Stop up so much of the road known for a part thereof as Crimpsall Road and for the remaining part as Pinder's Balk as lies between a point in the said Crimpsall Road about one hundred and forty-two yards from Hexthorpe Lane and the north-western end of Pinder's Balk and thereupon all rights of way in and over the said portion of road shall be and the same are hereby extinguished. The portion of section 55 of the Great Northern Railway Act 1898 contained under the sub-heading "New road and stopping up of road at Doncaster" is hereby repealed.

For protection of the Wood Green Urban District Council.

17. The following provisions for the protection of the urban district council of Wood Green (hereinafter called "the council") shall unless otherwise agreed between the council and the Company apply and have effect (that is to say) :—

(1) The Company shall not exercise the power conferred upon them by this Act in regard to the diversion of footpath at Wood Green nor interrupt or interfere with such footpath

unless and until a new road for vehicular and foot traffic from Bounds Green Road over the mouth of the railway tunnel to Albert Road shall have been made and opened for public use:

(2) The Company shall not obstruct impede or divert the brook stream or watercourse shown on the deposited plans and described in the deposited book of reference in connexion with or as forming part of the property therein numbered 1 in the parish of Wood Green or any part of such brook stream or watercourse or the flow of water therein but the Company may extend from time to time when necessary the existing culvert by which the said brook stream or watercourse is carried under the railway so as to carry the same under any widening of the railway or new works.

Power to deviate in construction of roads and footpaths.

18. The Company in constructing the works under the powers of the section of this Act the marginal note whereof is "Further works by the 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.

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

19. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance thereof shall (subject to the acquisition of any existing private rights of way thereover by the Company) 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.

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

20.—(1) Subject to the provisions of the last preceding section the altered and diverted roads and footpaths constructed under the powers of the section of this Act the marginal note whereof is "Further works by the Company" shall vest in and be repaired and maintained by the same bodies or persons (including the Company) as are now liable to repair and maintain the roads and footpaths for which the same are respectively substituted and the new roads and footpaths constructed under the powers of the said section shall vest in and be repaired by the same bodies as are liable to maintain and repair the highways in the respective

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parishes or places in which such new roads or footpaths will be respectively situate.

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

(3) Any such agreements shall be deemed to be purposes of the public Acts under which such body or person 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 altered or diverted roads and footpaths shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new altered or diverted roads and footpaths 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 altered or diverted roads or footpaths.

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

21. 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.

22. 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 improvement and enlargement of their railways stations and works and for the construction of new and the extending of existing stations buildings sidings warehouses wharves depôts and other accommodation for mineral goods and cattle traffic and for the getting of ballast and materials and for other the 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 :—

In the county of Middlesex—

Highgate :

(1) Certain lands in the parish and urban district of Hornsey adjoining the High Barnet Branch of the Company on the

southern side thereof and situated between a point on the southern boundary of the Company's property about eighty-four yards west of the western side of Stanhope Road and a point on the said boundary about two hundred and fifty-nine yards west of the said road:

(2) Certain other land in the said parish of Hornsey situate at the eastern corner of houses now erecting in Milton Park and adjoining the south-western side of the said High Barnet Branch Railway.

Wood Green:

Certain lands in the parish and urban district of Wood Green adjoining the main line of railway of the Company on the south-western side thereof at the south-east end of Wood Green tunnel bounded on the north-east and south-east by property of or reputed to belong to the Company and on the north-west by an imaginary line drawn parallel to the southern face of the said tunnel and at a distance therefrom of about seven yards measured in a north-westerly direction.

East Finchley:

Certain lands in the parish and urban district of Finchley adjoining the High Barnet Branch of the Company on the north-eastern side thereof bounded on the south-west and north-west by property of or reputed to belong to the Company on the north east and north-east partly by an imaginary line drawn parallel with East End Road and at a distance therefrom of about thirty-three yards partly by the fence running in a southerly direction from the southern side of East End Road opposite Market Place partly by a line drawn parallel with the north-eastern boundary of the said property of the Company at East Finchley Station and at a distance therefrom of about twenty-two yards and partly by the public footpath leading from the Great North Road at East Finchley Station to East End Road.

Palmer's Green to Winchmore Hill:

(1) Certain lands in the parish and urban district of Southgate adjoining the Enfield Branch of the Company on the western side thereof and extending from the public road known as Alderman's Hill to Fox Lane:

(2) Certain other lands in the said parish of Southgate also adjoining the said branch railway on the western side thereof and extending from Fox Lane to Dog and Duck Lane:

(3) Certain other lands in the said parish of Southgate also adjoining the said branch railway on the western side thereof and extending from Dog and Duck Lane to Hopper's Road:

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(4) Certain other lands in the said parish of Southgate also adjoining the said branch railway on the western side thereof and extending from Hopper's Road to Compton Road:

(5) Certain other lands in the said parish of Southgate also adjoining the said branch railway on the western side thereof bounded on the south and east by property of or reputed to belong to the Company and on the north by the public road known as Middle Lane:

(6) Certain other lands in the said parish of Southgate also adjoining the said branch railway on the western side thereof bounded on the south by Vicar's Moor Lane and extending therefrom for a distance of about two hundred and seventy yards measured in a northerly direction:

(7) Certain other lands in the said parish of Southgate adjoining the said branch railway on the eastern side thereof and extending from a point on the eastern boundary of the Company's property about fifty-three yards north of Vicar's Moor Lane to a point on the said boundary about two hundred and seventy yards north of the said lane.

In the county of Bedford—

Luton:

Certain lands in the parish of Luton Urban in the borough of Luton and being the houses and premises numbered 59 and 61 in Bute Street.

Biggleswade:

Certain lands in the parish and urban district of Biggleswade bounded on the east by the property of or reputed to belong to the Company and on the south-west by Station Road.

In the county of Huntingdon and the soke of Peterborough—

Fletton:

Certain lands partly in the parish of Fletton Urban in the borough of Peterborough in the soke of Peterborough and partly in the parish of Fletton Rural in the rural district of Norman Cross in Huntingdonshire adjoining the main line of railway of the Company on the western side thereof bounded on the south by the bank of the western approach to the public road bridge over the said railway known as Fletton Bridge on the north by the field numbered 51 on the Ordnance map of the parish of Fletton to the scale of $\frac{1}{2500}$ published in the year 1889 and on the west by an irregular line commencing on the northern side of the said western approach to Fletton Bridge at a point about one hundred and twenty-three yards west of the said bridge and terminating at a point on the eastern

boundary of the London Road opposite or nearly opposite the centre of Elm Street.

In the soke of Peterborough—

New England:

(1) Certain lands in the said parish of Peterborough Within bounded on the south-east by property of or reputed to belong to the Company on the north-west by the railway of the Midland and Great Northern Railways Joint Committee and on the north-east by the Lincoln Road:

(2) Certain other lands in the said parish of Peterborough Within bounded on the south-east by the said railway of the Midland and Great Northern Railways Joint Committee on the south-west by a line drawn parallel to the eastern boundary of property of or reputed to belong to the Company and at a distance therefrom of about sixty-four yards on the north-east by the Lincoln Road and on the north-west by the boundary between the fields numbered 488 and 512 on the Ordnance map of the parish of St. John the Baptist Peterborough to the scale of $\frac{1}{2500}$ published in 1889.

Werrington:

Certain lands partly in the parish or hamlet of Walton and partly in the parish or hamlet of Werrington both in the rural district of Peterborough adjoining the main line of railway of the Company on the north-eastern side thereof bounded on the east partly by the public road leading from Market Deeping to Peterborough and partly by an imaginary line drawn from the western side of the said road about two hundred and seventy yards south of the point at which the boundary between the said two parishes crosses the said road to the north-eastern boundary of property of or reputed to belong to the Company at Walton level crossing and on the north-east by an imaginary line drawn from the said road at the point at which it is crossed by the said boundary to the north-eastern boundary of property of or reputed to belong to the Company about one hundred and thirty yards north-west of the Werrington Junction signal box.

In the county of Cambridge—

Meldreth:

Certain lands in the parish of Meldreth in the rural district of Melbourn adjoining the Cambridge Branch of the Company at Meldreth and Melbourn Station bounded on the south and east by property of or reputed to belong to the Company on the south-west by the premises of the Railway Tavern on the west by the public road leading from Melbourn to Meldreth and

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on the north by the property numbered 74 on the Ordnance map of the parish of Meldreth to the scale of $\frac{1}{2500}$ published in 1887.

In the parts of Holland in Lincolnshire—

Near Boston :

(1) Certain lands in the parish of Hall Hills in the rural district of Boston adjoining the Lincolnshire loop line of the Company on the north-eastern side thereof and bounded on the north and east by the boundary of the said parish:

(2) Certain lands in the parish of Pepper Gowt Plot in the rural district of Boston bounded on the south and east by the boundary of the said parish and on the north by the public road leading from Langriville to Boston.

In the parts of Kesteven in Lincolnshire—

Bourne :

Certain lands in the parish and urban district of Bourne adjoining the Bourne Station of the Company on the south-eastern side thereof bounded on the west and north-west by property of or reputed to belong to the Company on the north-east by the public road leading from Market Deeping to Bourne and on the south-east and east by an imaginary line drawn from a point on the western boundary of the said public road about fifty yards south of the southern boundary fence of property of or reputed to belong to the Company and terminating at a point in the eastern boundary of the said property of the Company about twenty yards south of the footpath from Lound to Bourne.

Gonerby :

Certain lands in the parish of Great Gonerby in the said rural district of Grantham adjoining the Nottingham and Grantham Railway of the Company on the south-western side thereof and extending from a point at or near the southern end of the occupation bridge under the said railway near the mile post denoting one hundred and six and three-quarter miles from London to a point at or near the occupation bridge over the said railway between the mile post denoting one hundred and seven miles and one hundred and seven and a quarter miles from London.

Claypole :

(1) Certain lands in the parish and rural district of Claypole adjoining the main line of railway of the Company on the south-western side thereof bounded on the north-east north-west and south-east by property of or reputed to belong to

the Company and lying between the River Witham and Well Fen Lane :

(2) Certain other lands in the said parish of Claypole adjoining the said main line on the north-eastern side thereof bounded on the south-west and north-west by property of or reputed to belong to the Company and lying between the River Witham and a point on the north-eastern boundary of the Company's property opposite Well Fen Lane :

(3) Certain other lands in the said parish of Claypole adjoining the said main line on the north-eastern side thereof and extending from a point on the north-eastern boundary of property of or reputed to belong to the Company about one hundred and forty-five yards measured in a south-easterly direction from the centre of the level crossing of the said main line by Broad Fen Lane and known as Balderton Crossing to a point on the said boundary about two hundred and fifty-six yards south-east of the said level crossing.

In the parts of Lindsey in Lincolnshire—

Lincoln :

Certain lands in the city and county borough of Lincoln partly in the parish of Saint Mark and partly in the parish of Saint Mary-le-Wigford with Holmes Common adjoining the Lincoln Station of the Company on the southern side thereof bounded on the north by property of or reputed to belong to the Company on the east by the western bank of Sincil Dyke on the west by High Street and on the south partly by the premises numbered 338 in High Street partly by the premises of the Hare and Hounds Hotel and partly by an occupation footpath leading out of Colbeck's Yard and by a line drawn in continuation of the northern fence of the said footpath to the said western bank of Sincil Dyke.

Skegness :

Certain lands in the parish and urban district of Skegness bounded on the north-west by an imaginary line drawn parallel with the centre line of the Skegness Branch of the Company at Skegness Station and at a distance therefrom of about fifty-five yards measured in a south-easterly direction on the south by another line drawn from a point in the above described line opposite or nearly opposite the centre of the gasworks to a point on the western side of the road leading to the sewage pumping station opposite the southern end of the pavilion enclosure in the cricket ground and on the east by the said road leading to the said pumping station :

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Certain other lands in the said parish of Skegness adjoining the Skegness Station buildings on the eastern side thereof and bounded on the east by the said road leading to the said pumping station.

Near Donington-on-Bain :

(1) Certain lands in the parish of Benniworth in the rural district of Horncastle adjoining the Louth and Lincoln Railway of the Company on the northern side thereof and extending from a point on the northern boundary of property of or reputed to belong to the Company about fifty yards east of the mile post denoting one hundred and forty-one and a half miles from London for a distance of about one hundred and eighty yards measured in an easterly direction :

(2) Certain other lands in the said parish of Benniworth also adjoining the said Louth and Lincoln Railway on the northern side thereof and extending from a point on the said northern boundary opposite the mile post denoting one hundred and forty-one and three-quarters miles from London for a distance of about one hundred and fifty yards measured in an easterly direction :

(3) Certain other land in the said parish of Benniworth adjoining the said Louth and Lincoln Railway on the southern side thereof and extending from a point on the southern boundary of the property of or reputed to belong to the Company about one hundred and twenty yards west of the said one hundred and forty-one and three-quarters mile post to a point on the said boundary about thirty yards east of the said mile post :

(4) Certain lands in the parish of Donington-on-Bain in the rural district of Louth adjoining the said Louth and Lincoln Railway on the northern side thereof and extending from a point on the northern boundary of property of or reputed to belong to the Company about forty yards west of the mile post denoting one hundred and forty-two and a quarter miles from London to a point on the said boundary about two hundred and ten yards east of the said mile post :

(5) Certain lands in the parish of Stenigot in the rural district of Louth adjoining the said Louth and Lincoln Railway on the northern side thereof and extending from a point on the northern boundary of property of or reputed to belong to the Company about twenty-five yards west of the mile post denoting one hundred and forty-three and three-quarters miles from London to a point on the said boundary about thirty yards west of the one hundred and forty-four mile post :

(6) Certain other lands in the said parish of Stenigot adjoining the boundary fence of the said Louth and Lincoln Railway and extending from a point on the northern boundary of property of or reputed to belong to the Company about one hundred and forty yards east of the said one hundred and forty-four mile post to and over the mouth of the Withcall Tunnel to a point on the southern boundary of the said property about one hundred and eighty yards east of the said mile post:

(7) Certain lands in the parish of Withcall in the rural district of Louth adjoining the said Louth and Lincoln Railway on the northern side thereof and extending from a point on the northern boundary of property of or reputed to belong to the Company about one hundred and eighty yards west of the mile post denoting one hundred and forty-five miles from London to a point on the said boundary about one hundred and forty yards east of the said mile post.

In the county of Nottingham—

Colwick:

(1) Certain lands partly in the parish of Radcliffe-on-Trent in the rural district of Bingham and partly in the township of Stoke Bardolph in the rural district of Basford bounded on the south-west and north-west by property of or reputed to belong to the Company on the south-east by the River Trent and on the east by an imaginary line drawn from a point on the northern bank of the River Trent about fifty yards east of the centre of the viaduct carrying the Nottingham and Grantham Railway of the Company over that river to the point on the ditch or drain known as Stoke Dyke at the extreme eastern corner of the township or hamlet of Carlton in the urban district of Carlton:

(2) Certain other lands partly in the said township of Stoke Bardolph and partly in the township of Gedling in the said rural district of Basford bounded on the south-west and north-west by property of or reputed to belong to the Company and on the north-east by an imaginary line drawn from the said eastern corner of the said hamlet of Carlton to a point on the eastern boundary fence of the sewer tunnel of the Nottingham Corporation adjoining the Nottingham and Lincoln Railway of the Midland Railway Company about fifty-five yards north-east of the bridge carrying the Derbyshire and Staffordshire Railway of the Company over the said Midland Railway:

(3) Certain other lands in the said township of Gedling adjoining the said Derbyshire and Staffordshire Railway of the Company

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on the eastern side thereof and extending from the said Nottingham and Lincoln Railway to the public road leading from Burton Joyce to Carlton:

(4) Certain other lands in the said township of Gedling also adjoining the said railway of the Company on the eastern side thereof and extending from the said public road leading to Carlton to the road known as Wood Lane which crosses under the said railway at the northern end of Gedling Station:

(5) Certain other land in the said township of Gedling bounded on the east and south-east by property of or reputed to belong to the Company and on the west by an imaginary line drawn from the point at which the western boundary fence of the property of the Company meets the eastern boundary fence of the said sewer tunnel to a point on the western boundary of property of or reputed to belong to the Company about one hundred yards north-east of Stoke Dyke:

(6) Certain other lands in the said hamlet of Carlton bounded on the south by Victoria Road formerly Netherfield Lane on the west partly by the United Methodist Chapel in Dennis Street and partly by the eastern side of Dennis Street and by a line drawn in continuation thereof and on the east and north-east by a line drawn parallel with the north-western boundary of property of or reputed to belong to the Company and at a distance of about thirty-four yards therefrom:

(7) Certain other lands in the said hamlet of Carlton bounded on the south-east by property of or reputed to belong to the Company on the north-east by Victoria Road formerly Netherfield Lane and on the north-west by the back premises of the houses in Arthur Street.

Basford:

Certain lands in the parish of Nottingham in the city and county borough of Nottingham being the fields numbered 114 and 122 on the Ordnance map of the parish of Basford to the scale of $\frac{1}{2500}$ published in 1884 and so much of the field numbered 123 on the said map as lies between the southern boundary of property of or reputed to belong to the Company and an imaginary line drawn parallel to the centre line of the railway of the Company and about fifty-five yards from the said boundary.

Nottingham:

Certain lands in the said parish of Nottingham adjoining the northern bank of the Nottingham Canal and lying between

the said northern bank and the Lenton Boulevard immediately west of the most westerly point at which the Boulevard adjoins the said canal bank.

Barnby Crossing:

(1) Certain lands in the parish of Balderton in the rural district of Newark adjoining the main line of railway of the Company on the north-eastern side thereof and extending from a point on the north-eastern boundary of property of or reputed to belong to the Company about three hundred and twenty-five yards south-east of the centre of the level crossing of the said main line by the Barnby Road and known as Barnby Crossing to a point on the said boundary about three hundred and sixty-five yards south-east of the said crossing:

(2) Certain other lands in the said parish of Balderton and also adjoining the said main line on the north-eastern side thereof and extending from a point on the said north-eastern boundary about four hundred and thirty-five yards south-east of the centre of the said level crossing to a point on the said boundary about seven hundred and fifteen yards south-east of the said crossing.

Lowfield:

(1) Certain other lands in the said parish of Balderton adjoining the Newark and Bottesford Railway of the Company on the eastern side thereof bounded on the north by Lowfield Lane and on the south by the stream that crosses under the said railway about three hundred and twenty yards south of the Lowfield Lane crossing:

(2) Certain other lands in the said parish of Balderton adjoining the said railway on the western side thereof and extending northwards from a point about forty yards north of the bridge carrying Bowbridge Lane over the said railway to the said Lowfield Lane crossing:

(3) Certain other lands in the said parish of Balderton also adjoining the said railway on the western side thereof and extending from a point about one hundred and sixty yards north of the said Lowfield Lane crossing to a point about three hundred and ten yards north of the said crossing.

Newark:

(1) Certain lands in the parish and borough of Newark adjoining the main line of railway of the Company on the eastern side thereof and extending from a point on the eastern boundary of the said main line about two hundred and ten yards south of the bridge carrying Beaconhill Road over that line to a point

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on the said boundary about twenty-five yards north of the bridge carrying Clay Lane over the said main line :

(2) Certain other lands in the said parish of Newark bounded on the south-east by the public road known as Northgate and on the north-east by Trent Road and extending along the said roads for a distance of about forty-six yards and thirty-seven yards respectively from the junction thereof.

Tuxford :

Certain lands in the parish of Tuxford in the rural district of East Retford adjoining the main line of railway of the Company on the eastern side thereof about eight chains north of the mile post denoting one hundred and thirty-two miles from London bounded on the west and south by property of or reputed to belong to the Company and on the north by the brook or stream crossing under the said railway.

In the county of Derby—

Derby :

(1) Certain lands in the parish and county borough of Derby adjoining the Derbyshire and Staffordshire Railway of the Company on the southern side thereof bounded on the north partly by property of or reputed to belong to the Company and partly by Parcels Terrace otherwise Pegg's Row on the east partly by the wall paper works of W. G. Wilkins and Company and partly by an imaginary line drawn parallel with and at a distance of about ten yards from the western boundary of the works of the Phœnix Foundry and extending for a distance of about one hundred and fifty yards from Parcels Terrace on the west by the engineering works of H. J. Cole and Company and on the south partly by an imaginary line drawn from a point on the eastern boundary of the said engineering works about sixty yards from the southern boundary of property of or reputed to belong to the Company parallel with and about ten yards north of the northern face of the most northerly brick kiln for a distance of about one hundred and twenty yards from the said western boundary and thence by a line drawn to the southern termination of the above described eastern boundary of the lands :

(2) Certain other lands in the said parish of Derby belonging or reputed to belong to and in the occupation of the said H. J. Cole and Company bounded on the north by property of or reputed to belong to the Company and on the east by the lands above described.

In the West Riding of Yorkshire—

Doncaster:

(1) Certain lands in the said township and urban district of Balby-with-Hexthorpe bounded on the north-west by the River Don on the south-west by the field numbered 175 on the Ordnance map of the said township or parish to the scale of $\frac{1}{2500}$ published in 1892 on the north-east partly by property of or reputed to belong to the Company and partly by an imaginary line drawn in continuation of the western boundary of the said property and on the south-east by an imaginary line drawn from the most westerly corner of the field numbered 176 on the said Ordnance map to a point on the eastern side of Eden Grove about one hundred and twenty-two yards from Hexthorpe Lane:

(2) Certain other lands in the said township of Balby-with-Hexthorpe bounded on the north-west and north by the River Don on the west by the lands last described on the south-east by property of or reputed to belong to the Company and on the east by an imaginary line drawn in continuation of the eastern side of Pinder's Balk.

Alverthorpe:

Certain lands in the parish of Alverthorpe in the rural district of Wakefield adjoining the Ossett Branch of the Company on the northern side thereof and extending from a point on the northern boundary of the said branch railway about fifty-eight yards west of the mile post denoting one hundred and seventy-seven miles from London for a distance of about sixty-three yards measured along the said boundary in a westerly direction.

Heckmondwike:

Certain lands in the township and urban district of Heckmondwike situate at the corner of Railway Street and Market Street bounded on the east south-east and south by the said streets and on the west by the land and premises of Greenfield House.

Morley:

Certain lands in the parish of Morley in the borough of Morley being the fields numbered 373 and 345 on the Ordnance map of the said parish to the scale of $\frac{1}{2500}$ published in 1893.

Hunslet:

Certain lands in the township of Hunslet in the city and county borough of Leeds adjoining the Hunslet Railway of the Company on the northern side thereof bounded on the east south and west by property of or reputed to belong to the Company and on the north by an imaginary line drawn from

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the south-eastern corner of the field numbered 68 on the Ordnance map of the parish of Hunslet to the scale of $\frac{1}{2500}$ published in 1893 to a point on the north-western boundary of the field numbered 66 on the said Ordnance map about fifty-five yards south-west of Woodhouse Hill Road.

Bradford:

(1) Certain lands in the township of Bradford in the city and county borough of Bradford bounded on the north-west north-east and south-east by property of or reputed to belong to the Company and on the south-west by the Wakefield Road:

(2) Certain other lands in the said township of Bradford bounded on the west and north-west by the City Road Branch of the Company on the north partly by the Bradford Beck and partly by the Horton Dyeworks on the south partly by Legram's Lane and partly by the Fieldhead Dyeworks and on the east by the eastern boundary of the Summerville estate of the late George Hodgson.

Clayton:

Certain lands in the parish and urban district of Clayton adjoining the Bradford and Thornton Railway of the Company on the northern side thereof at the eastern end of the goods yard at Clayton Station and numbered 207 on the Ordnance map of the said parish to the scale of $\frac{1}{2500}$ published in 1893.

Keighley:

Certain lands in the parish and borough of Keighley adjoining the Halifax Thornton and Keighley Railway of the Company on the eastern side thereof bounded on the west and north by property of or reputed to belong to the Company and on the south by the field numbered 3211 on the Ordnance map of the said parish to the scale of $\frac{1}{2500}$ published in 1894.

For protection of the county council of Middlesex.

23. The following provisions for the protection of the county council for the administrative county of Middlesex (in this section called "the county council") shall unless the county council otherwise agree in writing under the hand of their clerk apply and have effect (that is to say):—

(1) (A) If at any time the county council desire to widen the roads over or under any bridge belonging to the Company the Company shall on receipt of notice in writing under the hand of the clerk of the county council so to do widen or lengthen (as the case may be) any such bridge so that the width between parapets or the span thereof (as the case may be) may be of the same width as that to which the road may be so desired to be widened and the proper costs and expenses of and incident

to the widening or lengthening of such bridge shall be repaid to the Company by the county council Provided that the Company shall not be required under this enactment to execute any work which would reduce or lessen the railway accommodation or facilities under or over any such bridge :

(B) If on the receipt of such notice as is mentioned in the last preceding subsection (A) the Company desire to lengthen or widen any bridge named in such notice so as to accommodate additional lines of railway under or over the same the Company may at the same time as they widen or lengthen (as the case may be) any such bridge in accordance with such notice as aforesaid lengthen or widen the same (as the case may be) so as to accommodate additional lines of railway and the county council shall repay to the Company any additional costs which the Company may incur in such lengthening or widening as last aforesaid corresponding with the lengthening or widening in accordance with any notice of the county council as aforesaid :

(C) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the county council plans and drawings of the works intended to be executed and the same plans and drawings shall have been examined and approved by the county engineer and surveyor by writing under his hand or by the engineer to be appointed as hereinafter provided Provided always that if the said engineer and surveyor shall fail to approve of such works for one month after such plans and drawings have been delivered to the county council he shall be deemed to have approved them :

(D) The Company shall execute all such works as aforesaid in accordance with the said plans and drawings as approved and the Company shall subsequently maintain the structure of all such bridges as aforesaid and all necessary works connected therewith in good substantial condition and so far as any such works affect the road to the satisfaction of the said engineer and surveyor and the county council shall thereafter maintain and repair at their own cost the roadway over the whole of any bridge which may be so widened or lengthened in accordance with any such notice as aforesaid :

(E) If any difference shall arise between the Company and the county council touching this subsection or anything to be done or not to be done thereunder the matter in difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other :

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(2) (A) If the county council shall within two years and six months from the passing of this Act require the Company to purchase the piece of land at East End Finchley coloured yellow and hatched green on the plan signed by Alexander Ross on behalf of the Company and by Ralph Daniel Makinson Littler on behalf of the county council and containing by admeasurement three roods and twenty-seven perches the Company shall use their powers and best endeavours to purchase the same (if it has not been already acquired by them) and the Company shall sell and the county council shall purchase the said land coloured yellow and hatched green on the said plan:

(B) The consideration to be paid by the county council to the Company for the piece of land hatched green on the said plan shall be the purchase and compensation moneys (including the vendor's and Company's costs) paid or incurred by the Company for the same or such a proportion of the purchase and compensation moneys (including the vendor's and Company's costs) paid or incurred by the Company for the portion purchased by the Company of the land coloured yellow on the said plan as the area of the land hatched green on the said plan bears to the area of the portion so purchased.

For protection of the Sheffield and South Yorkshire Navigation Company.

24. Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not under the powers of this Act without the previous consent in writing of the Sheffield and South Yorkshire Navigation Company construct any work or do any act which would obstruct or interfere with the convenient user of the navigation or any mooring posts connected therewith.

For protection of the corporation of Bradford.

25. For the protection of the mayor aldermen and citizens of the city of Bradford (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation be observed and have effect with respect to the execution by the Company of any works or the exercise of any of the powers of this Act upon or in connexion with the lands in the city of Bradford by this Act authorised to be acquired (that is to say):—

(1) If the Company shall in the execution of the works or any of them alter cover over or interfere with the Bradford Beck or any part thereof the same shall be done in accordance with a plan and section to be agreed on between the engineers of the Company and the corporation:

(2) 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 the corporation and shall be construed as if the corporation were a "company" or "society" within the meaning of those sections and as if any works constructed or executed upon the said lands were works for the construction of a railway:

(3) Before the Company sever or in any way interfere with any existing sewer of the corporation they shall to the reasonable satisfaction of the corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved by the corporation construct a sufficient substituted sewer and connect the same with the sewer so severed or interfered with and the corporation themselves may at their option carry out any necessary works at the expense of the Company Provided always that if the corporation shall not signify their disapproval of such plans and sections within twenty-eight days after the delivery thereof they shall be deemed to have approved of the same:

(4) Any difference which may arise between the Company and the corporation under the provisions of this section or as to the mode of giving effect thereto or as to anything to be done or not to be done thereunder shall be settled by an engineer to be appointed (unless otherwise agreed) by the Board of Trade upon the application of either party after notice to the other.

Limiting quantity of commonable lands to be taken.

26.—(1) Notwithstanding anything shown on the deposited plans or described in the deposited books of reference the Company shall not under the powers of this Act enter upon take or use more than the following quantity of the following lands reputed to be commonable and for the following purpose (that is to say):—

Purpose for which Lands are required.	Name by which Lands are known.	Parish in which situate.	Quantity to be taken.
Additional lands at Doncaster.	Hexthorpe Ings	Balby-with-Hexthorpe	A. R. P. 42 0 0

(2) The compensation payable in respect of the commonable rights and all rights of pasture and other rights in on or over the said lands shall be ascertained by the valuation of two surveyors one to be appointed by the Company and one to be appointed by the trustees hereinafter mentioned or if either party fail to appoint a surveyor or if the said surveyors cannot agree in the valuation then by such third surveyor as the two said surveyors shall nominate or failing such nomination then by such third surveyor as the

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President of the Institute of Surveyors shall upon the application of either party after notice to the other party appoint and each of such two surveyors or such third surveyor as the case may be shall annex to the valuation a declaration in writing subscribed by them or him of the correctness thereof.

(3) The said compensation shall be paid for the benefit of the parties interested therein to the trustees for the time being of certain moneys held upon trust for the freemen of the borough of Doncaster and the common-right owners of Balby-with-Hexthorpe under an award of the Inclosure Commissioners for England and Wales dated the thirteenth day of July one thousand eight hundred and fifty-three The receipt of the said trustees shall be a sufficient discharge to the Company for any money by such receipt expressed to be paid and the Company shall not be bound to see to the apportionment or to the application of such compensation nor shall they be liable for the mis-application or non-application thereof The said compensation shall be held by the said trustees upon similar trusts in all respects for the said freemen of the borough of Doncaster and common-right owners of Balby-with-Hexthorpe and with and subject to the like powers and provisions as to division between the said freemen and common-right owners and as to investment and the appointment of new trustees and otherwise as are declared by the said award with regard to certain compensation paid by the Company to the said freemen and common-right owners in respect of land then recently acquired by the Company.

(4) Upon payment by the Company of the said compensation in manner aforesaid the said commonable rights and all rights of pasture over the lands in respect of which such payment is made shall absolutely cease and determine.

Power to West Riding Railway Committee to acquire additional lands.

27. Subject to the provisions of this Act the West Riding Railway Committee may enter upon and take compulsorily or by agreement for the purposes of their joint undertaking the lands hereinafter described which are delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands in the parish of Crofton in the rural district of Wakefield in the West Riding of Yorkshire adjoining the Crofton Branch of the West Riding Railway Committee on the south-western side thereof and extending from a point sixty-six yards north-west of Shay Lane to a point opposite or nearly opposite Sharlston West Signal Box.

Power to take easements &c. by agreement.

28. 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 or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges 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.

29. 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.

Extension of time for purchase of lands for certain railways authorised by Act of 1897.

30. The time limited by the Act of 1897 for the compulsory purchase of lands for the purposes of the short railway at Race Course Station Nottingham (Railway No. 4) and the widening of the main line of the Company from Yaxley to Fletton by that Act authorised is hereby extended until the third day of June one thousand nine hundred and three but the said powers shall then cease and section 37 of that Act shall be read and construed accordingly.

Extension of time for purchase of certain lands under Act of 1897.

31. The powers conferred upon the Company by the Act of 1897 for the compulsory purchase of the following lands described in section 30 of that Act (that is to say) :—

In the county of Nottingham—

Colwick :

Certain lands partly in the township of Carlton in the parish of Gedling and partly in the parish of Colwick bounded on the south-west by the Nottingham and Grantham Railway of the Company on the south-east by property of or reputed to belong to the London and North Western Railway Company on the north-east by the north-eastern side of Victoria Road formerly Netherfield Lane and on the north-west by the fence parallel with and about twenty-seven yards measured in a south-easterly direction from the south-eastern side of Godfrey Street Provided always that the Company shall not without the previous consent of the London and North Western Railway Company under their common seal take use enter upon or interfere with any lands belonging to that company nor shall the Company without the like consent in any way stop up obstruct interfere with or prejudicially affect Victoria Road or the free and uninterrupted access from that road to any of the lands or property of the London and North Western Railway Company :

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Certain lands in the said township of Carlton bounded on the east and south-east by property of or reputed to belong to the Company on the north-west by a line drawn parallel with the north-western boundary of the said property and at a distance of about one hundred feet north-west thereof and on the south by Victoria Road:

Certain lands in the said township of Carlton bounded on the east by property of or reputed to belong to the Company on the south-west partly by allotment gardens and on the north-west by a line parallel with Dunstan Street formerly Manvers Street and about twenty-two yards south-east thereof.

Between Daybrook and Bulwell Forest:

Certain lands in the parish of Basford in the county of the town of Nottingham bounded on the south and south-east by the property of or reputed to belong to the Company on the east by the boundary between the parishes of Basford and Arnold and on the north-west partly by the Arnold Road:

Certain other land partly in the said parish of Basford and partly in the parish of Bestwood Park in Nottinghamshire adjoining the Leen Valley Railway of the Company on the eastern and north-eastern sides thereof and extending from the Arnold Road to the northern end of Bulwell Forest Station.

Basford:

Certain lands in the said parish of Basford (that is to say):—

(1) Certain lands adjoining the Basford and Bulwell Station of the Company on the northern side thereof and lying between the public road known as Highbury Road and a branch of the Manchester Sheffield and Lincolnshire Railway (now the Great Central Railway):

(2) Lands adjoining the north side of Bulwell Station Yard and lying between the said branch and Park Lane or Dob Park Lane:

(3) Lands bounded on the south and east by property of or reputed to belong to the Company and on the west by the Nottingham and Mansfield Railway of the Midland Railway Company.

Sutton:

Certain lands in the parish of Sutton adjoining the main line of the Company at Sutton Station on the north-eastern side thereof and extending from the road leading from Sutton to Barnby Moor and crossing the said main line on the level at the south-eastern end of Sutton Station to a point on the north-eastern boundary of property of or reputed to belong to the Company opposite the mile post denoting one hundred and forty-two miles from London.

In the West Riding of Yorkshire—

Doncaster:

Certain lands partly in the township and parish of Cantley and partly in the townships of Doncaster and Balby-with-Hexthorpe in the parish of Doncaster bounded on the south-west partly by property of or reputed to belong to the Great Northern and Great Eastern Joint Committee and partly by property of or reputed to belong to the Company and extending from a point on the northern boundary of the said property of or reputed to belong to the said joint committee about three hundred and sixty yards south-east of the Black Carr Junction signal box to a point in the public road known as Decoy Bank about two hundred yards south of the engine shed of the London and North Western Railway Company:

Certain lands partly in the said parish of Cantley and partly in the parish of Loversall adjoining the main line of the Company on the south-western side thereof from a point about eighty yards south-east of Black Carr Junction to the point where the boundary between the parishes of Cantley and Doncaster crosses the said main line and bounded on the west by the drain known as Childers Drain.

Wrenthorpe:

Certain lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield (that is to say):—

(1) Lands adjoining the west side of the West Yorkshire Railway of the Company and lying between Potoven's Lane and the public road leading from Wakefield to Bradford and known as the Bradford Road:

(2) Lands adjoining the east side of the same railway and extending from the occupation level crossing north of Potoven's Lane to and partly bounded by the said Bradford Road.

Lofthouse:

Certain other lands in the township of Stanley-cum-Wrenthorpe (that is to say):—

(1) Certain lands situated on the west side of the said West Yorkshire Railway of the Company and adjoining Lofthouse Station and extending from the south-west side of the public road leading from Newton Lane End to Thorpe-on-the-Hill to a point about three hundred yards measured in a southerly direction along the western boundary of the said railway from the said public road:

(2) Lands bounded on the east and south by property of or reputed to belong to the Company on the south-west by

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the public road leading from Newton Lane End to Thorpe-on-the-Hill and on the north-west by a field belonging or reputed to belong to the trustees of the late Henry Rothery and containing a reservoir;

are hereby revived and extended until the third day of June one thousand nine hundred and three but the said powers shall then cease and section 37 of the Act of 1897 shall be read and construed accordingly.

For protection of Henry James Coles.

32. Nothing contained in this Act or shown upon the deposited plans shall affect the obligation of the Company under the Article (7) whereof the marginal note is "Removal of sidings through alteration of railways" of an agreement dated the thirteenth August one thousand eight hundred and ninety-seven and made between the Company of the one part and Henry James Coles of the other part.

For protection of the Skegness Urban District Council.

33. For the protection of the urban district council of Skegness (in this section called "the council") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the council (that is to say):—

The Company shall not erect any building over any existing sewer of the council constructed in or under any lands acquired by the Company under the powers of this Act in the urban district of Skegness The council shall have free access to the said sewer at all times for effecting any repairs therein or any renewal thereof:

The Company shall not remove alter close up or interfere with the manholes connected with any such sewer:

If any damage shall be caused to any such sewer and such damage shall in the opinion of an arbitrator to be appointed by the Board of Trade on the application of either party have been caused by reason of the user for railway purposes of the said land the Company shall pay to the council the reasonable cost and expense of making good any such damage.

Appropriation to purposes of the diversion of authorised railways of lands purchased for railways diverted.

34. The Company may appropriate and use for the purposes of the diversion of any of their authorised railways any lands acquired for the purposes of the railways authorised to be diverted.

Extending time for sale of certain superfluous lands.

35. 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 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.

As to taking houses of labouring class.

36.—(1) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any 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 former Act by which the purchase or acquisition was originally authorised 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 or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the provisions of this section they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(3) For the purposes of this section the expression "labouring class" means mechanics artizans 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 such persons who

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may be residing with them and the expression "house" means any tenement separately occupied by any person or persons.

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

37. And whereas in the construction of the works by this Act authorised or otherwise in 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:

(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 to treat given in respect of any part of the scheduled properties.

Company to guarantee superannuation fund.

38. As from the passing of this Act the Company shall guarantee payment out of their revenue as part of the working expenses of their undertaking of all superannuation and other allowances payable under the superannuation scheme of the

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Company or any modification thereof in case and so far as the income of the superannuation fund shall be insufficient in any half year to provide for the payment of the same notwithstanding that such payment may be in excess of the amount which during the same half-year has been contributed to the said fund by the officers and servants of the Company Provided always that the said guarantee shall not affect or take away the powers or right of the Company to grant out of their proper funds superannuation or other allowances to any of their officers or servants.

Contributions of members of Class 2 of superannuation fund in certain cases.

39. In every case in which a member of the second class of the superannuation fund of the Company shall in writing request that the benefit of the said fund to which he shall become entitled may be an annuity or pension instead of a gross sum the percentage of his salary which such member shall contribute to the said fund may exceed two and a half per centum but shall not exceed four per centum of his salary.

Gross payments to superannuation fund.

40. The provisions contained in section 42 of the Great Northern Railway (Various Powers) Act 1872 and in the last preceding section of this Act relating to the percentage of their salaries which officers and servants of the Company shall contribute to the superannuation fund of the Company shall not apply to any gross payment which may be or may have been voluntarily made to the said fund by such officers or servants as aforesaid in order to obtain benefits of the said fund to which they would not otherwise be entitled and the said Act of 1872 shall be read and construed as if such voluntary gross payments as aforesaid had been thereby expressly authorised Provided always that the said voluntary gross payments shall not be deemed to be contributions to the said fund by the officers and servants of the Company within the meaning of section 43 of the said Act of 1872.

As to user of waters.

41. The Company may for the purposes of their undertaking use any surplus water from any canal or navigation belonging or leased to them and which is not required for the purposes of such canal or navigation.

Company may apply their funds towards purposes of Act.

42. 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.

Provisions of certain sections of

43. The provisions of the foregoing sections of this Act the marginal notes whereof are respectively "As to taking houses of

labouring class" and "Company may apply their funds towards purposes of Act" shall extend and apply mutatis mutandis to the West Riding Railway Committee and the Central Company in respect of the powers by this Act granted to the said committee.

Act applied to West Riding Railway Committee.

44. 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 and 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.

Provision as to general Railway Acts.

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

Costs of Act.

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The SCHEDULE referred to in the foregoing Act.

Describing Properties of which Portions only may be required.

Parish.	Numbers on deposited Plans.
Derby - - - -	3
Hunslet - - - -	1

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