CHAPTER clvi.

An Act to authorise the Great Northern Railway Company to construct certain deviation railways and widenings of railway and other works and to acquire lands and to confer further powers upon that Company to extend the time for the completion of certain works and the purchase of certain lands and for other purposes. A.D. 1914.

[7th August 1914.]

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

To make and maintain the deviation railways widenings of railway and other works hereinafter described;

To stop up divert and otherwise deal with certain roads and footpaths and a bridlepath;

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

And whereas it is expedient that the time now limited by the Great Northern Railway Act 1911 for the compulsory purchase by the Company of lands for the purposes of a railway widening authorised by that Act to be constructed by them and for the compulsory purchase by the Company and the Great Central Railway Company of lands for the purposes of a railway and a railway widening respectively authorised to be constructed by those companies by the Great Central Railway Act 1907 and the said Great Northern Railway Act 1911 and for the completion of certain railways authorised by the Great 1 & 2 Geo. 5. c. lxxix. 7 Edw. 7. c. lxxviii. 61 & 62 Vict. c. clxv. 62 & 63 Vict. c. ccii.

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Northern Railway Acts 1898 and 1899 to be constructed by the Company should be extended as by this Act provided:

And whereas it is expedient that the agreement between the Company and the London County Council relating to a certain sewer in the property of the Company constructed by the said council as set forth in the Second Schedule to this Act should be confirmed:

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 widenings and works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken or held under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division hereinafter mentioned were duly deposited with the clerks of the peace for the counties of London Middlesex Hertford and Nottingham and for the Parts of Holland the Parts of Kesteven and the Parts of Lindsey in Lincolnshire and for the west riding of the county of York and the said documents are hereinafter respectively referred to as the deposited plans sections and book of reference:

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

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

PART I.

INTRODUCTORY.

Short title.

1. This Act may be cited as the Great Northern Railway Act 1914.

Act divided into Parts.

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

Part I.—Introductory.

Part II.—Construction of Works by Company.

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

Part IV.—Extensions of Time.

Part V.—Miscellaneous Provisions.

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Incorporation of general Acts.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

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

Interpretation.

4. In this Act—

The several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction;

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs;

The expression "the Company" means the Great Northern Railway Company;

The expression "the two Companies" means the Company and the Great Central Railway Company;

The expressions "the Act of 1898" "the Act of 1899" and "the Act of 1911" mean respectively the Great Northern Railway Act 1898 the Great Northern Railway Act 1899 and the Great Northern Railway Act 1911;

The expression "the deviation railways" means the deviation railways at Wood Green by this Act authorised;

The expression "the railway widenings" means the widenings of railway by this Act authorised.

PART II.

CONSTRUCTION OF WORKS BY COMPANY.

Power to Company to make deviation railways and

5. 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 deviation railways and widenings of railways (including in such widenings the

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railway widenings.

altering and improving of and the laying down of additional lines of rails upon such railways) hereinafter described with all proper stations junctions lines of rail sidings approaches roads works and conveniences connected therewith respectively.

The deviation railways hereinbefore referred to and authorised by this Part of this Act are the following (that is to say):—

DEVIATION RAILWAYS AT WOOD GREEN.

A deviation Railway (No. 1) (6 furlongs 3·70 chains or thereabouts in length) wholly in the parish and urban district of Wood Green in the county of Middlesex being a deviation of the down line of the Enfield Branch Railway of the Company commencing by a junction with the down main lines of the Company at a point three and a half chains or thereabouts south-eastward of the bridge carrying Buckingham Road over the said main lines and terminating by a junction with the existing down line of the said Enfield Branch Railway at a point four and a half chains or thereabouts north-eastward of the signal box at Bowes Park Station:

A deviation Railway (No. 2) (5 furlongs 8·50 chains or thereabouts in length) wholly in the said parish and urban district of Wood Green being a deviation of the up line of the Enfield Branch Railway of the Company commencing by a junction with the up main line of the Company at a point one and a quarter chains or thereabouts south-eastward of the said bridge carrying Buckingham Road over the said main lines and terminating by a junction with the existing up line of the said Enfield Branch Railway at a point four and a half chains or thereabouts north-eastward of the said signal box at Bowes Park Station.

The widenings hereinbefore referred to and authorised by this Part of this Act are the following (that is to say):—

WIDENING OF THE ENFIELD BRANCH.

A Widening (No. 1) of the Enfield Branch Railway of the Company on both sides thereof wholly in the said county of Middlesex commencing in the parish and urban district of Southgate by a junction with that railway at a point four and a half chains or thereabouts north-eastward of

the said signal-box at Bowes Park Station and terminating in the parish and urban district of Enfield by a junction with the said railway opposite the mile post denoting 10 miles from London.

WIDENING AT GRANTHAM.

A Widening (No. 2) of the main line of the Company on the south-western side thereof 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 said main line near the bridge carrying the said main line over the River Witham and terminating in the parish of Spitalgate Within in the borough of Grantham by a junction with the said main line opposite the Grantham south signal box.

WIDENING FROM TRENT BOX TO MUSKHAM SIDING.

A Widening (No. 3) of the main line of the Company on the western side thereof wholly in the rural district of Southwell in the county of Nottingham commencing in the parish of South Muskham by a junction with the said main line opposite the mile post denoting $121\frac{1}{2}$ miles from London and terminating in the township of North Muskham by a junction with the said main line near the mile post denoting $122\frac{3}{4}$ miles from London.

WIDENING FROM GAMSTON TO RETFORD.

A Widening (No. 4) of the main line of the Company on the western side thereof wholly in the said county of Nottingham commencing in the parish of Gamston in the rural district of East Retford by a junction with the said main line near the Gamston signal box and terminating in the parish of Ordsall in the borough of East Retford by a junction with the said main line at a point thereon twelve and a quarter chains or thereabouts north-westward of the bridge carrying the said main line over the River Idle.

WIDENING FROM BAWTRY TO ROSSINGTON.

A Widening (No. 5) of the main line of the Company on both sides thereof commencing in the township of Bawtry in the rural district of Doncaster in the west riding of the county of York by a junction with the said main

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line at a point five chains or thereabouts northward of the signal box at Bawtry Station and terminating in the parish of Rossington in the said rural district of Doncaster by a junction with the said main line at a point four and a half chains or thereabouts north-westward of the north-western end of the platforms at Rossington Station.

Power to cross certain roads on level.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway widenings lay down—

(A) An additional single line of rails and carry the said widenings referred to in the next following table across and on the level of the roads mentioned in that table (that is to say):—

No. of Widening.	No. of Road on deposited Plans.	Parish or Township.	Description of Road.
3	16	South Muskham - -	Public.
3	1	North Muskham - -	Public.
4	11	Gamston - - -	Public.
4	13	Ordsall - - - -	Public.
4	29	Ordsall - - - -	Public.

(B) Two additional lines of rails and carry the Widening No. 5 by this Act authorised across and on the level of the road numbered on the deposited plans 39 and 40 in the parish of Rossington.

Inclination of roads.

7. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
11	Gamston - - -	Public - - -	1 in 12.
1	Bengeo Rural - -	Public - - -	1 in 10.
33	Southgate - - -	Public - - -	1 in 25.

Height and span of bridges.

8. The Company may make the arches of the bridges for carrying the railway widenings over any roads of any heights

and spans not less than the heights and spans of the bridges carrying the existing railway over such roads respectively.

Width of roadway over bridges.

9. The Company may make the roadway over the bridges by which any roads will be carried over the railway widenings of such width between the fences thereof as the Company think fit not being less than the width of the roadway over the bridges by which such roads are respectively carried over the existing railway.

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

10. 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 the deviation railways or the railway widenings 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 Provided that nothing in this section contained shall relieve the Company from any liability which they were under immediately before the passing of this Act for the maintenance of the surface of any road or public highway.

Power to divert roads.

11. The Company may divert the roads and public footpaths referred to in the next following table in the manner shown upon the deposited plans and (as regards the said roads) on the deposited sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road or footpath so much of each existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say):—

Railway.	Parish.	No. of Road or Footpath on deposited Plans.
Widening No. 4 - -	Eaton - - - -	23
Widening No. 4 - -	Ordsall - - - -	3
Widening No. 5 - -	Rossington - - -	40

Tolls on deviation railways and railway widenings.

12. The deviation railways and the railway widenings shall for all purposes form part of the undertaking of the Company.

Further works and powers.

13. Subject to the provisions of this Act the Company may make in the lines and according to the levels shown on the deposited plans and sections the new road and diversions

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of roads and may make in the lines shown on the deposited plans the diversions of footpaths and bridlepath hereinafter described and may exercise the powers hereinafter referred to (that is to say):—

STOPPING UP OF STREET AT HOLLOWAY.

They may stop up the street known as Stock Orchard Street in the parish of Saint Mary Islington in the metropolitan borough of Islington in the county of London.

NEW ROAD AND STOPPING UP OF ROAD AND FOOTPATH AT HITCHIN.

They may in the parish and urban district of Hitchin in the county of Hertford—

(A) Construct a new road commencing by a junction with the public road known as Walsworth Road at a point seven chains or thereabouts eastward of the bridge carrying the main line of railway of the Company over the said Walsworth Road and terminating by a junction with the road leading from Hitchin to Great Wymondley at a point six and a quarter chains or thereabouts eastward of the bridge carrying the said main line over the last-mentioned road; and

(B) Stop up so much of the roadway and footpath leading from Hitchin to Purwell Mill as lies between the south-western boundary of the property of the Company and a point nine chains or thereabouts measured in a north-easterly and easterly direction along the said roadway and footpath from the said south-western boundary of the property of the Company and (if they think fit) demolish and remove the bridge carrying the said roadway and footpath over the said main line.

STOPPING UP OF FOOTPATH AT BAYFORD.

They may in the parish of Bayford in the said county of Hertford stop up so much of the footpath leading from Bayford to Back Lane and crossing the railway of the Company from Enfield to Stevenage (in course of construction) as lies between the western boundary fence

of the said railway and the bridge carrying the said footpath over the brook which forms the boundary of the said parish.

Diversion of Road and Stopping up of Footpaths at Waterford.

They may in the parish of Bengeo Rural in the rural district of Hertford in the said county of Hertford—

(A) Divert the public road running from Waterford House in a south-easterly and easterly direction along the south-western and southern boundaries of the field numbered 252 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire sheets XXIX. 6 and 7 and across the said railway of the Company from Enfield to Stevenage (in course of construction) to the south-eastern corner of the said field such diversion commencing at a point in the said road at or opposite to the easternmost corner of the enclosure numbered 278 on the said map Sheet XXIX. 6 and terminating at a point in the said road five and three-quarter chains or thereabouts measured in an easterly and south-easterly direction along the said road from the point of commencement of such diversion as hereinbefore described; and

(B) Stop up (i) so much of the said public road as is situate between the respective points of commencement and termination of the intended diversion thereof (ii) so much of the footpath leading from the last-mentioned public road in a south-easterly direction across the fields numbered 250 and 227 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire sheets XXIX. 6 and 7 as lies between the junction of the said footpath with the said public road and a point two chains or thereabouts measured in a south-easterly direction along the said footpath from the said junction and (iii) so much of the footpath running in an easterly or north-easterly direction from Waterford House across the field numbered 252 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire sheets XXIX. 6 and 7 and across the site of the said

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railway from Enfield to Stevenage as lies between the western boundary of the said field numbered 252 and the eastern boundary fence of that railway.

DIVERSIONS OF FOOTPATHS AND BRIDLEPATH AT STAPLEFORD.

They may in the parish of Stapleford in the said rural district of Hertford divert—

(A) The public footpath running diagonally across the field numbered 161 on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire Sheet XXIX. 6 from the south-western corner to the north-eastern corner of that field and crossing the site of the said railway of the Company from Enfield to Stevenage (in course of construction) such diversion commencing at the point where the said footpath crosses the southern boundary of the said field and terminating by a junction with the public road forming the northern boundary of the said field at the north-western corner of that field;

(B) The bridlepath running along the southern boundary of the field numbered 90 and the eastern side of the fields respectively numbered 90 and 89 in the said parish of Stapleford on the $\frac{1}{2500}$ Scale Ordnance map (2nd edition 1898) Hertfordshire Sheet XXIX. 2 and crossing the site of the said railway from Enfield to Stevenage such diversion commencing at the south-western corner of the said field numbered 90 and terminating by a junction with the public road leading from Hertford to Stevenage at a point two and a half chains or thereabouts northward of the junction therewith of the road leading past St. Mary's Church and Stapleford Rectory;

(C) The footpath running diagonally across the field numbered 98 in the said parish on the last-mentioned Ordnance map from the north-western corner to the south-eastern corner of the said field and crossing the site of the said railway from Enfield to Stevenage such diversion commencing at a point in the said footpath four and a half chains or thereabouts south-eastward of the said north-western corner and terminating by a junction with the intended bridlepath diversion lastly hereinbefore described at a point near the southern

boundary of the said field numbered 98 and four and a half chains or thereabouts westward of the south-eastern corner of that field:

And they may stop up—

(i) So much of the public footpath (A) hereinbefore referred to as lies between the commencement of the said intended diversion thereof and the point at which the said footpath joins the said public road forming the northern boundary of the said field numbered 161;

(ii) So much of the bridlepath (B) hereinbefore referred to as lies between the point of commencement of the said intended diversion thereof and the point of junction of the said bridlepath with the said public road leading from Hertford to Stevenage; and

(iii) So much of the footpath (C) hereinbefore referred to as lies between the point of commencement of the said intended diversion thereof and the point of junction of the said footpath with the said public road leading from Hertford to Stevenage.

DIVERSIONS OF FOOTPATHS AT WATTON.

They may in the parish of Watton-at-Stone in the said rural district of Hertford divert—

(A) The public footpath running partly along the north-western boundary of the field numbered 341 and across the fields respectively numbered 342 and 345 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire Sheet XXI. 14 to Watton Green and crossing the site of the said railway of the Company from Enfield to Stevenage (in course of construction) such diversion commencing at a point in the said footpath one and a quarter chains or thereabouts measured in a north-easterly direction from the western-most corner of the said field numbered 341 and terminating by a junction with the roadway leading from Perry Wood Farm to Watton Green at a point one and three-quarter chains or thereabouts eastward of the south-western corner of the field numbered on the said Ordnance map 343 in the said parish;

(B) The public footpath running across the field numbered 89 in the said parish on the $\frac{1}{2500}$ scale

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Ordnance map (2nd edition 1898) Hertfordshire Sheets XXI. 9 and 10 from the roadway leading from Broom Hall to the public road from Hertford to Stevenage and crossing the site of the said railway from Enfield to Stevenage such diversion commencing at the point of junction of the said footpath with the first-mentioned roadway and terminating by a junction with the said public road from Hertford to Stevenage at a point eight and a half chains or thereabouts north-westward of the point of junction therewith of the said existing footpath:

And they may stop up—

(i) so much of the public footpath (A) hereinbefore referred to as lies between the point of commencement of the intended diversion thereof and the point at which the said footpath crosses the north-western boundary of the said field numbered 342 at or near Watton Green; and

(ii) so much of the public footpath (B) hereinbefore referred to as lies between the commencement of the intended diversion thereof and the said public road leading from Hertford to Stevenage.

STOPPING UP OF FOOTPATH AT WATTON.

They may in the said parish of Watton-at-Stone stop up so much of the public footpath leading from Broom Hall to the public road from Watton to Woolmer Green and crossing the site of the said railway of the Company from Enfield to Stevenage (in course of construction) as lies between the southernmost corner of the field numbered 108 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire Sheets XXI. 9 and 10 and the point in the field numbered 107 in the said parish on the said map where the said footpath joins another footpath leading from the said public road to the Waggon and Horses Public House.

DIVERSION OF FOOTPATH AT BRAGBURY END.

They may in the parish of Datchworth in the said rural district of Hertford and the parish of Knebworth in the rural district of Hitchin in the said county of Hertford or one of those parishes—

(A) Divert the public footpath leading from Bragbury End to Knebworth and crossing the said railway of the Company from Enfield to Stevenage (in course of construction) such diversion being wholly in the said parish of Datchworth and commencing at the point where the said footpath crosses the north-eastern boundary of the property of the Company and terminating by a junction with the northern approach to the bridge (in course of construction) carrying the public road leading from Broom Barns to Knebworth under the said railway from Enfield to Stevenage at a point adjoining the northern boundary of the property of the Company; and

(B) Stop up so much of the said existing footpath as lies between the point of commencement of the said intended diversion thereof and the junction of the said existing footpath with the said public road leading from Broom Barns to Knebworth.

DIVERSION OF FOOTPATH AND NEW FOOTPATH AT MIDVILLE.

They may in the parish of New Leake in the rural district of Spilsby in the Parts of Lindsey in Lincolnshire—

(A) Divert the footpath running along the northern boundaries of the fields respectively numbered 167 and 166 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1905) Lincolnshire (Parts of Lindsey) Sheet XC. 12 and crossing on the level the Kirkstead and Little Steeping Railway of the Company at a point thirty-seven chains or thereabouts north-eastward of the bridge carrying the said railway over the Hobhole Drain such diversion commencing at the point where the said footpath crosses the northern boundary fence of the said railway and terminating at the point where the said footpath crosses the southern boundary fence of the said railway;

(B) Stop up so much of the said footpath as lies between the respective points of commencement and termination of the intended diversion thereof and abolish the level crossing of the said Kirkstead and Little Steeping Railway by the said footpath; and

(C) Construct a new footpath commencing at the point where the footpath running along the western

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boundary of the field numbered 154 on the last-mentioned Ordnance map crosses the northern boundary fence of the aforesaid railway and terminating by a junction with the last-mentioned diversion at a point on the said northern boundary fence immediately opposite the point of termination of that diversion as hereinbefore described.

DIVERSION OF ROAD AT KIMBERLEY.

They may in the parishes of Kimberley and Greasley or one of them in the rural district of Basford in the county of Nottingham—

(A) Divert the public road known as Newdigate Lane where the said road crosses the Derbyshire and Staffordshire Railway of the Company such diversion commencing at a point in the said road thirty-six yards or thereabouts measured in a southerly and south-westerly direction along the said road from a point immediately over the centre of the said railway of the Company and terminating at a point in the said road seventy-three yards or thereabouts measured in a northerly and north-easterly direction along the said road from the said point over the centre of the said railway; and

(B) Stop up so much of the said road as lies between the respective points of commencement and termination of the intended diversion thereof and (if they think fit) demolish and remove the bridge carrying the said public road over the said railway.

DIVERSION OF FOOTPATH AT SHAFTHOLME.

They may in the township of Thorpe-in-Balne in the rural district of Doncaster in the west riding of the county of York—

(A) Divert the footpath leading from Tilts Lane in an easterly direction to Cockshaw Bridge across the main line of railway of the Company such diversion commencing at the point where the said footpath crosses the southern boundary of the railway (in course of construction) of the Hull and Barnsley and Great Central Railway Companies and terminating at or near Cockshaw Bridge aforesaid; and

(B) Stop up the said existing footpath and abolish the level crossing of the said main line by the said existing footpath.

Stopping up roads footpaths and bridlepath.

14. Where this Act authorises the diversion of a public road footpath or bridlepath or the construction of a new road and in connection therewith the stopping up of an existing road footpath or bridlepath or any portion thereof such stopping up shall not take place until in the case of a new road the new road is completed to the satisfaction of the road authority and is open for public use or (in case of difference between the Company and the road authority) until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use and in the case of a public footpath or bridlepath until two justices shall have certified that the diversion thereof has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate in the case of a new road the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing road or portion thereof or over or along the existing footpath or bridlepath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site and soil of the portion of road footpath or bridlepath stopped up so far as the same is bounded on both sides by lands of the Company.

Extinguishing rights of way over roads and footpaths stopped up.

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

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Protection of gas and water mains of local authorities.

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

Power to deviate in construction of deviation railways and railway widenings and works.

17. The Company in constructing the deviation railways and the railway widenings and other works by this Act authorised may deviate from the lines thereof shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively and may deviate from the levels thereof shown on the deposited sections to any extent not exceeding five feet upward or downward.

Underpinning of houses near works.

18. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of such works it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of

such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

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(8) Every case of compensation to be ascertained under this enactment shall subject to the provisions of this Act be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Repair of roads footpaths and bridlepath.

19. Where this Act authorises the diversion of a public road footpath or bridlepath the road footpath or bridlepath as diverted shall be maintained and repaired by the body or person liable to maintain and repair the existing road footpath or bridlepath and where this Act authorises the construction of a new footpath (otherwise than in connection with the diversion of an existing footpath) the new footpath shall be maintained and repaired by the body or person liable to maintain and repair public footpaths in the parish or district in which such new footpath is situate.

Agreements with county councils and others as to construction and maintenance of works.

20.—(1) The Company on the one hand and the council of any county borough district or parish or any company or person on the other hand may enter into and carry into effect any agreements or arrangements for or with respect to the construction of any of the works specified in this Part of this Act and the acquisition of any lands required therefor and contributions by any such council company or person to the cost of such construction or acquisition and for or with respect to the maintenance and repair of any new roads or diversions of roads footpaths or bridlepath by this Act authorised.

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

(3) If any work executed by a county borough or district council in pursuance of any such agreement involves an alteration of a telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to such alteration as if the county borough or district council were undertakers within the meaning of that Act.

Period for completion of deviation railways.

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

Penalty imposed unless deviation railways are opened within time limited.

22. If the Company fail within the period limited by this Act to complete the deviation railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the deviation railways are completed and opened for traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works 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 the deviation railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

23. 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 deviation railways or any portion thereof 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 the deviation railways and for which injury or loss no compensation or inadequate compensation has been paid and shall be

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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 has 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 be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

For protection of Islington Borough Council.

24. The following provisions for the protection of the council of the metropolitan borough of Islington (in this section called "the council") shall unless otherwise agreed in writing between the council and the Company have effect in the exercise of the powers of this Part of this Act (that is to say):—

(1) The Company shall not break up any street or raise sink or alter the position of any sewer or drain or any electric main pipe or apparatus of the council until they shall have given to the town clerk of Islington fourteen clear days' notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect such street sewer drain electric main pipe or apparatus:

(2) The twelve-inch pipe sewer in Stock Orchard Street shall be disconnected at its junction with the existing brick sewer near the Caledonian Road end of Stock Orchard Street and the said sewer made good in every respect by and at the expense of the Company and to the reasonable satisfaction of the council:

(3) The Company shall make good to the reasonable satisfaction of the council all damage which may be caused to any road footpath sewer or drain or to any electric main pipe service or apparatus of the council by the execution of the works (other than those mentioned in the preceding subsection) authorised by this Part of this Act:

(4) Wherever it may be necessary to intercept or remove or displace any sewer or drain of the council (other than the sewer in Stock Orchard Street) the Company shall before intercepting removing or displacing such sewer or drain construct according to a plan to be approved of by the council another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted or removed or displaced and such substituted sewer or drain shall be connected by the council at the expense of the Company with the sewerage system of the borough in such manner as shall be reasonably approved by the council:

(5) If it shall be necessary to construct any portion of the works authorised by this Part of this Act over any sewer drain or electric main belonging to the council provision shall be made to the reasonable satisfaction of the council for protecting such sewer drain or electric main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair:

(6) The council shall construct and the Company shall pay to the council the reasonable cost of constructing a paved footway and kerb in Caledonian Road in lieu of the carriageway crossing at the south-western end of Stock Orchard Street and of works rendered necessary in consequence thereof and the Company shall not be under any liability in respect of the maintenance of the said footway and kerb:

(7) The Company shall at their own cost take up and convey all paving kerb gully gratings lamp columns and other materials the property of the council in the road to be stopped up to such of the council's depôts as may be required by the council:

(8) If by reason or in consequence of the stopping up under the powers of this Part of this Act of Stock Orchard Street any electrical apparatus of the council situate in or under the said street shall be rendered derelict or unnecessary the Company shall forthwith after such stopping up pay to the council such a sum as may be agreed between the council and the Company or as failing such agreement may be determined

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by arbitration as hereinafter provided to be the value of—

(A) The apparatus situate in and under the said street so stopped up;

(B) Any apparatus of the council connected with the said apparatus and used exclusively for the purpose of the supply of electricity to any premises to which a supply is furnished by means of the apparatus in and under the said street so stopped up:

All such apparatus shall upon such payment become the property of the Company:

(9) In addition to the payment referred to in the last preceding subsection the Company shall pay to the council their charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection from any other apparatus of the council and of and incidental to any other works or things rendered necessary in consequence of any apparatus of the council being rendered derelict or unnecessary by the stopping up of the said street:

(10) The reasonable costs charges and expenses of the council in supervising the carrying out of the works affecting the roads footways sewers electric mains and apparatus of the council shall be paid by the Company to the council on demand:

(11) If any difference shall arise under this section between the council and the Company the same shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Gas Light and Coke Company.

25. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the gas company and the Company apply and have effect (that is to say):—

(1) Forthwith after the stopping up of Stock Orchard Street under the powers of the section of this Act of which the marginal note is "Further works and powers"

the Company shall pay to the gas company such a sum as may be agreed between them or as failing such agreement may be determined by arbitration as hereinafter provided to be the value of—

(A) all mains pipes and apparatus of the gas company situate in and under the said street; and

(B) all other mains pipes works and apparatus of the gas company which are rendered derelict by the stopping up of the said street;

and all such mains pipes works and apparatus shall thereupon become the property of the Company:

(2) In addition to the payment referred to in the preceding subsection of this section the Company shall pay to the gas company their charges of and incidental to the cutting off of any such mains pipes works or apparatus as are referred to in the said subsection from any other mains pipes works or apparatus of the gas company and of and incidental to any other works or things rendered necessary or expedient in consequence of any mains pipes works or apparatus of the gas company being rendered derelict or unnecessary by the stopping up of the said street Provided that such cutting off and other works and things shall be executed and done by the gas company and not by the Company:

(3) If any difference shall arise with respect to any matter under this section between the gas company and the Company the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing such agreement to be appointed on the application of either party by the Board of Trade.

For protection of Hitchin Urban District Council.

26. Before exercising the powers of this Act for the new road and stopping up of road and footpath at Hitchin the Company shall give the urban district council of Hitchin (in this section called "the council") notice of their intention to exercise the said powers and in the event of the council within twenty-eight days from the receipt of such notice serving on the Company a counter notice of their desire to execute the works hereinafter mentioned the following provisions shall unless

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(1) The Company shall acquire and convey to the council to the intent that they may dedicate the same to the public sufficient land for the construction of the new road of a width of forty feet as shown and coloured blue on the plan marked "A1" which has been signed by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords):

(2) The council shall on behalf of the Company and in accordance with the specification which has been signed by Charles John Brown the engineer of the Company and William Onslow Times the clerk of the council (A) fence off the said land from the adjoining lands and provide all necessary gates (B) form the said new road on the said land of the full width of forty feet throughout and (C) metal the roadway of the said road for the full width of twelve feet throughout:

(3) On the execution by the council of the works specified in the preceding subsection the Company shall pay to the council the sum of two thousand two hundred pounds and thereupon the said new road shall be deemed to have been completed to the satisfaction of the road authority and to be open for public use within the meaning of the section of this Act the marginal note whereof is "Stopping up roads footpaths and bridlepath" and the Company's obligations under this Act with reference thereto shall cease but notwithstanding anything contained in this Act the said road shall not be deemed to be a highway repairable by the inhabitants at large and the council may deal with the same in like manner as they may be authorised to deal with other highways in their district not so repairable:

(4) As soon as the said new road is open for public use all rights of way over so much of the footpath as

lies between the points marked C and D on the said plan and is situate outside the boundary of the said new road shall be extinguished by virtue of this Act:

(5) The council shall indemnify the Company against all costs charges and expenses in respect of the construction and maintenance of the said new road and the sewering levelling paving metalling flagging channelling making good or lighting thereof:

(6) As soon as the Company have in pursuance of the powers of this Act stopped up the portion of the footpath leading from Hitchin to Purwell Mill in the parish and urban district of Hitchin which they are thereby authorised to stop up all rights of way over so much of the said footpath as lies between the south-western boundary of the property of the Company and Benslow Lane being the portion of the said footpath which lies between the points marked A and E on the said plan shall be extinguished by virtue of this Act:

(7) If any difference shall arise between the council and the Company as to anything to be done or not to be done under the provisions of this section that difference shall be referred to an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers on the application of either party after notice to the other:

(8) The Company and the council may agree upon any variation of or alteration in the line or position of the said road or the works in this section provided for or the manner in which the same shall be executed.

For protection of rural district council of Basford.

27. The following provisions for the protection of the rural district council of Basford (hereinafter called "the council") shall unless otherwise agreed between the Company and the council apply and have effect in the exercise of the powers of this Act for the diversion of road at Kimberley:—

(1) Should the council desire to carry any sewer pipes across the railway cutting in the road known as Newdigate Lane the Company shall provide facilities to enable such sewer pipes to be slung underneath and to be supported by the bridge intended to be constructed for carrying the said road over such

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cutting provided always that the size weight material and strength of such pipes and the mode of slinging and fixing the same and the work to be carried out by the council under this section shall be subject and be done to the reasonable approval and satisfaction of the Company:

(2) The reasonable expense incurred by the council in altering the position of the lamps for lighting Newdigate Lane where it crosses the said cutting in order to suit the altered position of the railway bridge shall be borne by the Company:

(3) The Company shall construct to the reasonable satisfaction of the council two storm water road grates and catchpits at the northern end of the said intended bridge in position as nearly as may be opposite the road grates and catchpits in the existing road together with the necessary outfalls in connection therewith:

(4) The metalling of the carriageway the kerbing and asphalting of the footpath and the provision of the storm water road grates and catchpits shall be carried out to the reasonable satisfaction of the council by and at the cost of the Company:

(5) The Company shall construct the fences on either side of the said diversion of the said road in the position shown on the plan marked "B" which has been signed by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords):

(6) If any difference shall arise between the council and the Company as to anything to be done or not to be done under the provisions of this section that difference shall be referred to an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For protection of Hanson's Trustees.

28. The following provisions for the protection of the trustees of the will of Robert Goodall Hanson deceased (hereinafter called "the trustees") shall unless otherwise agreed in

writing between the Company and the trustees apply and have effect in the exercise of the powers of this Act :— A.D. 1914.

(1) As soon as the diversion of the road at Kimberley by this Act authorised is open for public use so much of the site of the existing road as is coloured blue on the plan marked "C" which has been signed by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) shall be thrown into and form part of the adjoining property known as "Cloverlands":

(2) The Company shall at their own expense remove the present fence and entrance gates on the western side of the said site coloured blue on the said plan and properly re-erect the same on the new line of frontage to the said diverted road as shown on the said plan and shall remove from the said site coloured blue on the said plan the road material thereon and replace the same with sufficient soil to make such site level with Cloverlands along the line of the existing fence :

(3) The foregoing works shall be executed to the reasonable satisfaction of the surveyor of the trustees :

(4) If any difference shall arise between the trustees and the Company as to anything to be done or not to be done under the provisions of this section that difference shall be referred to an arbitrator to be appointed unless otherwise agreed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For protection of Enfield Urban District Council.

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

(1) Except as hereinafter provided the Company shall when constructing the Widening No. 1 of the Enfield Branch by this Act authorised construct and make at

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the expense of the Company all necessary alterations to the sewers brooks culverts pipes and surface drains vested in or used by the council that the council may reasonably require in all cases where such sewers brooks culverts pipes or drains are crossed by or in any way interfered with by the works of the Company such alterations (where extensions of any existing sewers brooks culverts pipes or surface drains) to be of not less area than the existing ones and the works to be carried out to the reasonable specification and satisfaction of the council's surveyor Provided always that nothing in this section shall apply to the sewer constructed under an agreement made between the Company and the council dated the twenty-eighth day of June one thousand nine hundred and five:

(2) In widening the bridge over the Grangeway and Vera Avenue the present spans and headways shall be observed and the existing roads ways and footpaths shall be extended and be paved and made up so as to be in all respects as commodious as the present ones:

(3) The width (between parapets) of the roadway of the bridge over the widened railway at Lavender Hill shall be forty feet and the dimensions of the openings of the bridges over the undermentioned public roads shall be as follows:—

Name of Road.	Width or Span of proposed widened Bridge on square with Line of Road.	Headway of proposed widened Bridge. Not less than—
Windmill Hill - -	44 feet	16 feet
Chase Green Avenue -	40 feet	16 feet
Holtwhites Hill - -	40 feet	16 feet

All such bridges over the said roads (except the Grangeway and Vera Avenue) shall be constructed in one span without columns or supports between the abutments and no part of the walls abutments or wing walls of any bridge is to project on any part of the highway:

(4) In every case in which the bridges referred to in the last subsection cross over the said roads at a point

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at which such roads are less than forty feet in width the Company shall dedicate to the public and throw into the highway so much land as lies between the abutments and wings of the said bridges carrying the railway over such public roads and also so much land on either side of the roads as may be necessary to make the highway of a clear width of forty feet to the full extent of the works of the Company or of the land which the Company may acquire within the limits of deviation shown on the deposited plans:

(5) The Company shall at their own cost within twelve months from the completion of the Enfield portion of the said Widening No. 1 plant with plane or other suitable trees both sides of the part of the embankment (if any) which will lie between Windmill Hill and Chase Green Avenue and keep the same in fair order But this provision shall not impose any greater or other obligation on the Company nor prejudice or interfere with their right as the absolute owners of such embankment and railway to cut down the said trees or to plant other trees or to deal with the said embankment in any manner they may think fit:

(6) The brickwork stonework and design of the bridges carrying the widening of the line over Windmill Hill and Chase Green Avenue and Holtwhites Hill shall correspond as nearly as practicable with the existing structures in every respect:

(7) If any difference shall arise between the council and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the council 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 Great Central Railway Company.

30. The Great Central Railway Company shall have and be entitled to the same rights powers and privileges in respect of the widening of the main line of the Company from Bawtry to Rossington as they now have or are entitled to in respect of the said portion of main line.

For protection of Thomas Bescoby.

31. Notwithstanding anything in this Act contained the following provisions for the protection of Thomas Bescoby of Ordsall Lodge in the borough of Retford (in this section called

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"the owner" which expression shall include his heirs and assigns so long as they continue to own the property known as Ordsall Lodge) shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

(1) The Company shall not be entitled to acquire any of the premises numbered 27 on the deposited plans relating to the Widening No. 4 authorised by this Act of the main line of the Company unless they acquire the whole of such premises:

(2) The power for the purchase of the said premises by the Company shall cease after the expiration of twelve months after the passing of this Act.

For protection of Hertfordshire County Council Rural District Council of Hertford Edward Ernest Pearson and Abel Henry Smith.

32.—(1) Edward Ernest Pearson the owner of the land on the eastern side of the railway of the Company from Enfield to Stevenage (in course of construction) in the parish of Bayford lying between the points marked E and D on the plan marked "D" which has been signed in duplicate by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) shall on the passing of this Act dedicate to the public as a footway the strip of land four feet wide coloured yellow on the said plan The Company shall carry the said footpath over the said railway by a footbridge and approaches five feet wide as shown in blue on the said plan so as to connect the said new footpath with the public footpath leading from Bayford to Back Lane at the point marked C on the said plan to the reasonable satisfaction of the Hertfordshire County Council and the Company shall at their own cost maintain the said footbridge and approaches in good condition and repair to such reasonable satisfaction as aforesaid.

(2) The Company shall provide and maintain to the reasonable satisfaction of the said Edward Ernest Pearson at point E on the said plan a stile or kissing or other suitable gate through which vehicles horses cattle and sheep cannot pass.

(3) On the completion of the said footbridge and approaches (A) all rights of way over or along the portion of the said existing footpath lying between the points marked C and D on the said plan shall be extinguished and (B) the said

county council shall pay to the Company the sum of two hundred pounds towards the cost of the said footbridge.

(4) Abel Henry Smith the owner of the land on the eastern side of the said railway in the parish of Bengeo Rural lying between the points marked L and M on the said plan shall on the passing of this Act dedicate to the public as a footway the strip of land four feet wide coloured red on the said plan.

(5) The Company shall metal the said strip of land so as to form a new footpath four feet in width to the reasonable satisfaction of the said county council and thereupon and thereafter notwithstanding anything contained in this Act (A) the said new footpath shall be repaired by the body or person liable to repair the portion of the footpath which lies between the points marked M and B on the said plan and (B) all rights of way over or along the portion of the footpath which lies between the points marked A and M on the said plan shall be extinguished.

(6) Any difference which may arise under this section shall unless otherwise agreed be referred to and settled by an engineer or other fit person to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of any party and subject thereto the Arbitration Act 1889 shall apply to any such reference.

(7) Nothing in this Act shall authorise the Company to compulsorily enter upon take or use the property of the said Edward Ernest Pearson numbered on the deposited plans 4 and 5 in the parish of Brickendon Rural.

For protection of Nottingham Corporation.

33. For the protection of the mayor aldermen and citizens of the city of Nottingham (in this section called "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect in the exercise of the powers of this Part of this Act with reference to the diversion of road at Kimberley (that is to say):—

(1) In this section the expression "new bridge" means the bridge by which the diversion of the public road known as Newdigate Lane Kimberley is to be carried over the railway of the Company and the road and works which the Company are by this Act authorised to construct in connection therewith:

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(2) The Company shall not break up the existing bridge and road at Kimberley aforesaid in which certain gas and water mains pipes and apparatus of the corporation are situate nor interfere with any such gas or water mains pipes or apparatus until they shall have given to the town clerk of Nottingham twenty-one clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the gas and water mains pipes and apparatus proposed to be interfered with and such plans sections and particulars shall be subject to the reasonable approval of the corporation as far as the works described therein interfere with or affect such gas or water mains pipes or apparatus:

The works to be executed by the Company shall be executed in accordance with such plans sections and particulars as approved by the corporation or as settled in accordance with the provisions of this section and the said plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered by the corporation to the Company within fourteen days after the delivery of the same to the corporation:

(3)—(A) Whenever it shall be necessary by reason of the exercise of the said powers to sever remove or interfere with any of the gas or water mains pipes or apparatus of the corporation or to lay down additional or substituted gas or water mains pipes or apparatus for maintaining the supply of water or gas (such additional or substituted mains pipes or apparatus to be of the same size and description as those previously in use) all the necessary works for the removal or alteration of such gas or water mains pipes or apparatus or for the laying down of such additional or substituted mains pipes or apparatus as aforesaid shall be carried out by the corporation and not by the Company:

(B) If and when under this subsection by reason of the exercise by the Company of any of the said powers

the corporation shall incur any cost or expense in removing or altering any existing gas or water mains pipes or apparatus or in providing additional or substituted gas or water mains pipes or apparatus the Company shall repay to the corporation the reasonable cost or expense so incurred by them:

(4) The construction of the new bridge shall be such as to render access to the gas and water mains pipes and apparatus of the corporation to be laid thereon easy and convenient when such access shall be necessary for the purpose of renewing or repairing the same and the material used for filling in round such mains pipes or apparatus shall be such as shall be approved by the engineers of the gas and water departments of the corporation:

(5) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers subject to the provisions of the Arbitration Act 1889.

As to works within Metropolitan Police District.

34. Seven days before entering upon breaking up or interfering with any public streets or roads under the provisions of this Act within the Metropolitan Police District the Company shall serve notice in writing on the Commissioner of Police of the metropolis and make such arrangements as he may reasonably require with regard to the position of the roadworks and hoardings and the continuous carrying on of the work in order to minimise the interference with the street traffic.

For protection of London County Council.

35. The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter in this section called "the council") (that is to say):—

(1) Nothing contained in this Act or shown on the deposited plans shall be deemed to vary prejudice or affect the provisions of section 26 of the Great Northern Railway Act 1906:

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(2) Section 114 (1) of the Act of 1911 is incorporated with and forms part of this Act:

(3) Before the Company pull down any of the buildings on the lands in the metropolitan borough of Islington numbered on the deposited plans 5 to 18 they shall give notice thereof to the council and if within three months after the receipt of such notice the council give the Company notice that they require for the widening of the Caledonian Road the part of the said lands shown by red colour on the plan marked "E" which has been signed in duplicate by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which plan has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and which plan is hereinafter referred to as "the signed plan") the following provisions shall apply:—

(A) Whenever the Company shall pull down any of the said buildings they shall fence off from the site of such building so much thereof as lies between the road and the line shown in red on the signed plan and as soon as the said fence is erected the Company shall sell and the council shall purchase so much of such site as is coloured red on the signed plan;

(B) The purchase money for the said land if not agreed shall be ascertained in accordance with the provisions of the Lands Clauses Acts on the basis of its being vacant land in possession and no allowance shall be made to the Company by way of compensation for compulsory sale;

(c) As soon as the Company have sold to the council the portion of the site of the said building numbered 18 on the deposited plans which is coloured red on the signed plan they shall free of cost to the council throw into the Caledonian Road for the widening thereof the portion of the site of Stock Orchard Street which is coloured blue on the

signed plan (hereinafter referred to as "the land coloured blue");

(D) Upon the completion of any such sale and purchase as aforesaid or the throwing into the Caledonian Road of the land coloured blue as the case may be the council shall execute or cause to be executed all such works as may be necessary for making the land so sold and purchased or the land coloured blue part of Caledonian Road but the Company shall not be under any liability in respect of the making up paving or flagging or the maintenance or repair of the said land so sold and purchased or the land coloured blue as part of the said road:

(4) If the Company under the powers of this Act stop up any public street or thoroughfare in the county of London they shall forthwith give notice in writing thereof to the council:

(5) The Company shall not on the lands in the metropolitan borough of Islington numbered respectively 2 3 and 4 and 33 to 50 erect any building other than a retaining wall boundary wall or other fence nearer to the road than is shown by the green lines on the signed plan.

For protection of Middlesex County Council.

36. For the protection of the county council of the administrative county of Middlesex (in this section called "the county council") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and sections apply and have effect unless otherwise agreed upon in writing between the county council and the Company (that is to say):—

(1) The Company shall not alter the existing level of Buckingham Road or Bounds Green Road nor without the previous consent in writing of the county council (which consent shall not be unreasonably withheld) permanently divert Pymme's Brook or Salmon's Brook:

(2) The Company shall carry the Widening No. 1 by this Act authorised over the said brooks by means of bridges of not less dimensions than those now existing:

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(3) The Company shall not in the construction execution or maintenance of any works by this Act authorised or in the exercise of any powers by this Act conferred upon them cause any interruption of the flow of water in the said brooks or tributaries thereof:

(4) In altering Alderman's Hill Road for the purposes of this Act the Company shall not make the portion thereof which is a county main road of an inclination steeper than one in thirty:

(5) The Company shall not commence the execution of the said bridges until they shall have first delivered to the county council plans sections and specifications thereof and the same shall have been approved in writing by the county council or settled by an arbitrator appointed as hereinafter provided Provided always that if the county council shall fail to approve or to disapprove of any such plans sections and specifications within twenty-eight days after the same shall have been delivered to them then they shall be deemed to have approved the same:

(6) The Company shall construct and maintain the said bridges in accordance with such plans sections and specifications so approved or deemed approved or settled as aforesaid and at their sole expense and under the superintendence (if given) and to the reasonable satisfaction of the county council:

(7) The Company shall make good all damage or injury to the said brooks and the said portion of Alderman's Hill Road which shall be occasioned by the construction maintenance or failure of any works of the Company authorised by this Act or the exercise of any powers thereby conferred upon the Company:

(8) If the Company shall neglect or refuse to make good any such damage or injury as aforesaid then the county council may execute and do all works matters and things necessary for making good the same and the Company shall within fourteen days after the receipt of a demand under the hand of the clerk of the county council pay to the county council all the reasonable costs charges and expenses incurred by the county council in executing and doing any such works matters and things as aforesaid:

(9) The Company shall during the execution and until the completion of any of their said works make and carry into effect such arrangements for lighting and watching the same and the portions of any roads interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads:

(10) If any difference shall arise between the Company and the county council or their respective engineers under this section the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

(11) Nothing in this Act shall alter or affect the respective rights and obligations of the county council and the Company with reference to the light railways overhead wires and apparatus of the county council under the County of Middlesex Light Railways Order 1901 and the County of Middlesex Light Railways Order 1903.

For mutual advantage of corporation of East Retford and Company.

37. The following provisions for the mutual advantage of the mayor aldermen and burgesses of the borough of East Retford (hereinafter referred to as "the corporation") and of the Company shall unless otherwise agreed apply and have effect (that is to say):—

(1) The Company shall construct a separate system of drainage at Retford Station for the purpose of separating the sewage from the surface water drainage of the said station:

(2) The system so to be constructed shall be constructed in accordance with the plan marked "A" which has been signed by Charles John Brown on behalf of the Company and James Duncan Kennedy on behalf of the corporation and on the completion of the work in a proper manner the corporation shall pay to the Company on demand the sum of three hundred and fifty pounds:

Any question arising under this subsection as to whether the said work has been completed in a proper manner shall be referred to arbitration as hereinafter provided:

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(3) After the completion of the said sewage system no sewage shall be allowed to pass into such drains as are intended to be used for conveying surface water only :

(4) The corporation shall be entitled to drain the surface water from the Ollerton and Babworth Roads into the existing drains of the Company by means of the connections shown in red on the plan marked "B" which has been signed by James Duncan Kennedy on behalf of the corporation and by Alfred James Brickwell on behalf of the Company so long as the said existing drains of the Company and the drainage system in connection therewith shall be sufficient to accommodate the said surface water in addition to the drainage of the Company :

Any question arising under this subsection as to whether the said existing drains and the drainage system in connection therewith are sufficient for the purposes aforesaid shall be referred to arbitration as hereinafter provided :

(5) The corporation shall be at liberty to construct and maintain a sewer not exceeding eighteen inches diameter under the railway adjoining the bridge over the Great North Road upon and subject to the following conditions (namely) :—

(A) The sewer so far as it is to be constructed under the property of the Company (hereinafter called "the sewer") shall be constructed and maintained in the lines and at the levels shown on and in accordance with plans and sections to be reasonably approved by the Company ;

Any question arising under this subsection shall be referred to arbitration as hereinafter provided ;

(B) The sewer shall be constructed and maintained by the corporation in every respect to the reasonable satisfaction of the engineer of the Company ;

(C) The Company shall be at liberty to exercise any of the rights and carry out any of the duties and obligations of the corporation in respect of the sewer at the reasonable expense of the corporation ;

Any question arising under this subsection as to the reasonableness or otherwise of the expense to be borne by the corporation shall be referred to arbitration as hereinafter provided;

(D) The Company shall be at liberty to construct any railway or works or alteration of their existing railway over or under or upon the sewer without being liable for damage caused thereby and if the construction of the said works or any building shall in the opinion of the Company make the removal of the sewer expedient the corporation shall remove the same at their own expense to some other site as nearly as practicable in the lines and at the level of such sewer;

(E) The corporation shall pay to the Company full compensation for all damage caused to the railway or property of the Company by the construction or maintenance of the sewer and all expenses incurred by the Company in supervising such works and in the guarding flagging watching and signalling of the railway in connection therewith and shall indemnify the Company against all claims and demands in respect of any of the matters aforesaid:

(6) Any question between the corporation and the Company by this section referred to arbitration shall be determined by an arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers at the request of either party.

Widening over River Idle.

38. The extension of the abutments and piers of the bridge for carrying the Widening No. 4 by this Act authorised over the River Idle shall be in the same lines as the abutments and piers of the existing bridge.

For protection of Southgate Urban District Council.

39. For the protection of the urban district council of Southgate (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect in the execution of the Widening No. 1 of the Enfield Branch by this Act authorised (that is to say):—

(1) In constructing the said widening over Bowes Road the headway of the bridge to be constructed over such road shall be not less than sixteen feet:

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(2) In constructing the said widening the Company shall carry the under-mentioned roads over the said widening by bridges of the width between parapets not less than the width hereunder mentioned and shall widen the existing bridges carrying the said roads over the existing railway of the Company to a corresponding width :—

Name of Road.	Width between Parapets.
Alderman's Hill Road - - - - -	45 feet.
Fox Lane - - - - - -	40 feet.
Bourne Hill Road - - - - -	45 feet.
Hopper's Road - - - - -	40 feet.
Compton Road - - - - -	40 feet.
Station Road - - - - - -	45 feet.

(3) The Company shall not construct the approach to Alderman's Hill Bridge on the western side thereof of a gradient steeper than one in thirty:

(4) Upon the completion of the widenings of the said bridges the Company shall dedicate to the public so much of the lands coloured red on the plan marked "F" which has been signed by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) as is not required for the purposes of the railway and works of the Company including the strips of land under the bridge carrying the railway of the Company over Green Dragon Lane to the intent that the same may be added to and form part of the highway and the council shall at their own cost set back the existing fences and provide new fences where necessary and execute on so much of the said lands as aforesaid all such street works as may be necessary to adapt the same for use as part of the public highway and indemnify the Company from all liability in respect of the same whether under the Public Health Acts or otherwise:

(5) On the completion of the widenings of the said existing bridges in accordance with the provisions of this section the council shall pay to the Company the sum of three thousand five hundred pounds as a contribution towards the costs thereof and from and after such completion the council shall maintain and repair the surface of the roadways over or under (as the case may be) all the bridges of the Company in the urban district of Southgate and the approaches thereto:

(6) Whenever it becomes necessary to divert or intercept any drain or sewer of the council the Company shall before diverting or intercepting such drain or sewer construct to the satisfaction of the surveyor of the council another sewer or drain in lieu thereof and of not less capacity than the sewer or drain proposed to be diverted or intercepted and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewers and drains of the council at such points and in such manner as they shall reasonably consider necessary and shall thereafter be the property of the council and be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now or hereafter may be:

(7) At any time before the commencement of the Widening No. 1 by this Act authorised the council shall be at liberty to carry a sewer or sewers not exceeding eighteen inches diameter under the railway of the Company at or near the site of the proposed widening at Hopper's Road and Station Road upon and subject to the following conditions:—

(A) The said sewers so far as they are to be constructed under the property of the Company (hereinafter called "the sewers") shall be constructed and maintained in the lines and at the levels shown on and in accordance with plans and sections to be reasonably approved by and to the reasonable satisfaction of the Company;

(B) The Company shall be at liberty on giving notice to the council to exercise any of the rights and carry out any of the duties and obligations

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of the council in respect of the sewers at the reasonable expense of the council But the powers of the Company under this subsection shall cease if not exercised within a reasonable time from the giving of such notice;

(c) The Company shall be at liberty to construct any building railway or works or alterations of their existing railway over or under or upon the sewers without being liable for damage caused thereby but shall take all reasonable precautions for avoiding damage thereto and if the construction of the said works shall in the opinion of the council or the Company make the removal of any sewer expedient the council shall remove the same at their own expense to some other site as nearly as practicable in the lines and at the levels of the sewers;

(d) The council shall pay to the Company full compensation for all damage caused to the railway or property of the Company by the construction or maintenance of the sewers and all expenses incurred by the Company in supervising such works and in the guarding flagging watching and signalling of the railway in connection therewith and shall indemnify the Company against all claims and demands in respect of any of the matters aforesaid Any difference between the Company and the council as to any payment to be made by the council under this subsection shall be settled by an arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers:

(8) The council may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any Act of Parliament borrow at interest the sum to be contributed by them under the provisions of this section and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgage granted by the council under this section Any moneys borrowed by the council under this section and the interest payable thereon shall be respectively

charged on the district fund and general district rate of the urban district and shall be repaid within forty years from the date of borrowing the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act:

(9) The clerk to the council shall within forty-two days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in respect of any of the moneys raised by the council in pursuance of the provisions of this section and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by a statutory declaration of the said clerk showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return the said clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by an action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Board out of the High Court:

If it appears to the Local Government Board by that return or otherwise that the council have failed

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to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of the sinking fund to any purpose other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

For protection of Metropolitan Water Board.

40. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall apply and have effect in the execution of the works by this Act authorised unless otherwise agreed in writing between the board and the Company (that is to say):—

(1) 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 mains pipes and apparatus of the board (in this section referred to as "apparatus") and shall be construed as if the board were mentioned in those sections in addition to any company or society Provided that any penalties recovered under section 23 of the said Act shall be appropriated to the water fund of the board established by the Metropolis Water Act 1902:

(2) If by reason or in consequence of the stopping up of Stock Orchard Street any apparatus situate in or under the said street shall be rendered derelict the Company shall forthwith after such stopping up pay to the board such a sum as may be agreed between the board and the Company or as failing such agreement may be determined by arbitration as hereinafter provided to be the value of—

(A) any apparatus situate in and under the said street; and

(B) any apparatus connected with the said apparatus and used exclusively for the purpose of supplying water to any premises to which a supply is furnished by means of the apparatus aforesaid;

and all such apparatus shall upon such payment become the property of the Company:

(3) In addition to the payment referred to in the last preceding subsection of this section the Company shall pay to the board their charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection from any other apparatus and of and incidental to any other works or things rendered necessary in consequence of any apparatus being rendered derelict by the stopping up of Stock Orchard Street:

(4) In constructing the bridges in connection with the widening of the Enfield Branch Railway over any roads or streets in which any apparatus of the board are situate the Company shall carry the foundations for the piers of the arches and abutments of the said bridges to a depth below the surface of the said roads or streets of at least four feet:

(5) If in constructing the widening of the Enfield Branch Railway or the deviation railways at Wood Green the Company shall lengthen or otherwise alter any bridge or bridges and the approaches thereto over their railways or interfere with Palace Road and in connection therewith it shall be necessary to alter the existing mains of the board which are laid in the roadways of so much of the said bridge or bridges and the approaches thereto as are so lengthened or altered or in the portion of Palace Road which is so interfered with they shall to the reasonable satisfaction of the board substitute for the portions of the said mains so interfered with pipes of not less diameter than those of the existing pipes respectively Such pipes to be substituted as aforesaid shall be of steel or cast iron as the respective engineers of the board and Company may decide upon when the plans to be submitted to the board for approval as hereinafter provided are prepared and approved In case of any difference of opinion between the respective engineers

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as to the material of which such pipes are to be constructed such difference shall be referred to arbitration as hereinafter provided:

The Company shall also when required by the board provide and maintain piers to the said existing bridges as well as the lengthened portions thereof for carrying across their said railway the undermentioned mains or such number of mains of less diameter as will give an equivalent capacity and give all reasonable facilities for connecting such mains with the mains laid or to be laid in the approaches to such bridges:—

Name of Bridge.	Number and Internal Diameter of Mains.
Buckingham Road Bridge - - -	One 12 inches.
Bounds Green Road Bridge - - -	One 12 inches.
Lavender Hill Bridge - - - -	One 18 inches.
Bourne Hill Bridge - - -	One 16 inches. One 12 inches.
Alderman's Hill Bridge - - -	One 12 inches.
Fox Lane Bridge - - - -	One 12 inches.
Hopper's Road Bridge - - - -	One 12 inches.
Compton Road Bridge - - - -	One 12 inches.
Station Road Bridge - - - -	One 12 inches.

The said piers shall be provided and constructed in accordance with plans sections and particulars to be previously submitted to and approved by the engineer of the board Provided that if within one month after the receipt of any such plans sections and particulars the engineer shall not have intimated to the Company his disapproval thereof or made any requirements with respect thereto he shall be deemed to have approved the same:

The cost of constructing such piers for the accommodation of the additional mains hereinbefore mentioned shall as to the piers constructed throughout the lengthened portions of the said bridges be borne by the Company and the cost of constructing the said piers throughout the existing portion of the said lengthened bridges shall be borne by the board:

(6) Not less than twenty-eight days before commencing any of the works by this Act authorised in any street or road in or under which any apparatus is

situate or otherwise affecting any such apparatus the Company shall deliver to the board a plan section and description of such works describing the proposed manner of executing the same in so far as it affects such apparatus:

(7) The board may at any time within twenty-eight days of the receipt of such plan section and description by notice in writing intimate to the Company their reasonable requirements so far as such works involve interference with the apparatus and such notice may subject as aforesaid require the Company to provide and lay down such works and apparatus as may be consequent upon the operations of the Company and be reasonably specified by the board and to remove raise sink or otherwise alter the position of the apparatus and support the same and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably specified by the board and to lay or place under any apparatus cement concrete or any other like substance as may be reasonably specified by the board Any difference between the board and the Company under this subsection as to the reasonableness of any requirement of the board or otherwise shall be determined by arbitration as hereinafter provided Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company

(8) The Company shall not carry out such works as aforesaid except in accordance with the said plan section and description delivered to the board or settled by arbitration as the case may be and shall carry out all works in connection with the apparatus as may be approved by the board or settled by arbitration:

(9) If within twenty-eight days after the receipt of the said plan section and description the board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any alterations in the apparatus consequent upon the operations of the Company it shall be lawful for the board instead of the Company to lay

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down such apparatus or execute such alterations and the cost incurred by them in so doing shall on demand be repaid to the board by the Company:

(10) The board may if they deem fit employ watchmen or inspectors to watch any works to be executed by the Company whereby any apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company and be paid by them upon demand to the board:

(11) The expenses of all repairs or renewals of any apparatus or any works in connection therewith which may at any time within twelve months from the completion of the works of the Company be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Company and paid by them on demand to the board:

(12) If any difference shall arise between the board and the Company with respect to any questions which are under the provisions of this section to be determined by arbitration the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration.

For protection of Dewsbury Corporation.

41. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dewsbury (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):—

(1) Before constructing or laying down any railways sidings buildings or other works upon the lands in the borough of Dewsbury numbered respectively 1 and 4 upon the deposited plans over or in any way affecting

any sewer of the corporation or work connected therewith the Company shall give twenty-eight days' notice in writing to the corporation of their intention so to do and they shall construct such works (if any) as the corporation may reasonably require for the protection of the sewers of the corporation which are constructed and laid down across such lands respectively and also such further works if any as may be reasonably necessary for enabling the Corporation to have access to such sewers by means of the existing manhole upon the lands numbered 1 upon the deposited plans and also by means of two manholes to be constructed by the Company in positions to be agreed between the Company and the corporation on the lands numbered 4 upon the deposited plans or upon the lands belonging to the Company and lying immediately to the north-west thereof Provided that the corporation shall submit their requirements in relation to the matters aforesaid within the said period of twenty-eight days and if the Company consider that any such requirements are unreasonable the question shall be referred to and determined by arbitration in accordance with the provisions of this section:

(2) The corporation shall at all times be entitled to reasonable access to such manholes as are referred to in the preceding subsection of this section for the purpose of inspecting maintaining repairing or renewing the said sewers or any works connected therewith and shall also (when necessary) be entitled to enter upon the said lands for the purpose of repairing or renewing the said sewers doing as little damage as possible to the property of the Company and making compensation for any damage done by the corporation to such property:

(3) Before the Company shall construct any works upon the lands numbered respectively 1 and 2 upon the said deposited plans they shall extend (so far as may be reasonably required in consequence of the said works) the existing subway for foot passengers which passes under their Ossett Dewsbury and Batley Branch Railway and such extension of the said subway shall be constructed in accordance with such

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plans sections and specifications as shall have been previously submitted to and reasonably approved by the corporation or by the arbitrator as hereinafter mentioned Provided that if the corporation do not disapprove of any such plans sections or specifications within twenty-eight days from the submission thereof they shall be deemed to have approved the same The extension of the said subway shall be constructed in a straight line with the existing subway and the portion of the subway so extended shall be lined with white glazed tiles or bricks and shall be constructed in such a manner as to prevent the accumulation of water therein:

(4) The Company shall erect in the said subway three gas lamps in such positions as the corporation may direct and shall whenever painting the metal work of the bridge paint the framework of the said lamps:

(5) From and after the extension of the said subway the Company shall at their own expense maintain and repair the said subway to the reasonable satisfaction of the corporation:

(6) If any question or difference arises between the Company and the corporation under the foregoing provisions of this section such difference shall be determined by the arbitration of a single arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Prescribed distance in respect of mines in parish of Rossington.

42. In the application of section 78 of the Railways Clauses Consolidation Act 1845 to and in respect of mines or minerals in the parish of Rossington lying within the prescribed distance of the widening from Bawtry to Rossington by this Act authorised the prescribed distance shall be two hundred yards.

For protection of rural district council of Doncaster.

43. For the protection of the rural district council of Doncaster (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect in the exercise of the powers of this Act:—

Notwithstanding anything contained in this Act or shown upon the deposited plans—

(1) The extension of the bridge for carrying the Great North Road in the parish of Austerfield over the Widening No. 5 by this Act authorised shall be so carried out that the width between and the line of the parapets of the extension shall be the same as those of the present bridge:

(2) The extension of the said bridge shall be of a strength to carry a rolling load of forty tons upon a four-wheeled carriage having a wheel base of twelve feet ten inches and drawn by a locomotive weighing twenty tons with a wheel base of ten feet:

(3) The Company shall during the execution of the said work make such temporary accommodation for traffic on the said road as the surveyor of the council shall reasonably approve:

(4) Not less than one month before commencing the said work the Company shall submit to the council for their reasonable approval a plan and sections and particulars of the same and any difference between the Company and the council as to any such plan sections or particulars shall be determined by arbitration as hereinafter provided Provided that if before the expiration of the said period of one month the council shall not have intimated in writing to the Company their disapproval of the said plan sections and particulars or any requirement with respect thereto they shall be deemed to have approved thereof:

(5) The said work shall be executed under the superintendence of the surveyor of the council (if after receiving seven days' notice of the place day and hour at which the work is proposed to be commenced he shall choose to attend) and to his reasonable satisfaction:

(6)—(A) The Company may and shall divert the footpath between the points A and B on the plan marked "G" which has been signed by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one

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copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) along the north-east side of the railway as nearly as practicable in the line shown in red between the points B and C on the said plan:

(B) The said footpath between the points B and C shall be constructed by the Company with a good and proper foundation and an even surface of ashes or other material approved by the surveyor of the council and of a width of not less than four feet six inches and be properly fenced off from the railway:

(C) On the execution of the work mentioned in the last preceding subsection the Company may and shall stop up and discontinue as a footpath so much of the said existing footpath as lies between the points marked A and B on the said plan and thereupon all rights of way over and along the same shall be extinguished:

(D) The said footpath between the points marked B and C on the said plan shall be maintained and repaired by the body or person liable to maintain and repair the said existing footpath lying between the points marked A and B on the said plan:

(7) The over all width of the gates at the level crossing of the railway by the road numbered 39 on the deposited plans in the parish of Rossington shall including the wicket gates be thirty-six feet:

(8) If any difference shall arise under this section such difference shall be determined by arbitration by an arbitrator to be agreed on between the parties or failing such agreement to be appointed on the application of either of the parties by the President of the Institution of Civil Engineers.

PART III.

POWERS TO COMPANY WITH REFERENCE TO LANDS.

Power to Company to purchase lands delineated on deposited plans.

44. Subject to the provisions of this Act the Company may enter upon take use and purchase compulsorily or by agreement for the construction of the deviation railways the railway widenings and the other works by this Act authorised (including

in such works for the purposes of this section the diversions of footpaths and new footpath by this Act authorised) and for the general purposes of their undertaking all or any of the lands delineated on the deposited plans and described in the deposited book of reference as intended to be taken or used for the purposes of the deviation railways the railway widenings and the said works respectively and may hold and use for all or any of the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the Company and the same shall be deemed to be lands acquired compulsorily under the powers of this Act.

Power to Company to purchase additional lands.

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

In the county of London:—

Additional lands at King's Cross—

Lands in the parish of Saint Mary Islington and metropolitan borough of Islington in the county of London situate on the eastern side of York Road at its junction with Wharfdale Road and comprising the houses and premises numbered 60 in York Road and 69 in Wharfdale Road:

Additional lands at Holloway—

Lands and premises in the said parish of Saint Mary Islington comprising the houses and premises numbered 480 to 506 (even numbers) inclusive in Caledonian Road and numbered 1 to 8 inclusive in Stock Orchard Street;

Lands and premises in the said parish of Saint Mary Islington situate at the north-eastern end of Stock Orchard Street and bounded on the north-west north-east and south-east by the sidings and railway of the Company and on the south-west partly by the house and premises numbered 8 in Stock Orchard Street

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and partly by the north-eastern end of Stock Orchard Street;

Lands and premises in the said parish of Saint Mary Islington comprising the houses and premises numbered 15 and 16 in Stock Orchard Crescent and a strip of land situate between the said premises numbered 15 and the premises numbered 14 in the said crescent;

A triangular piece of land and premises in the said parish of Saint Mary Islington situate at the north-eastern end of Ashburton Grove and bounded on the north-west and east by property of the Company and on the south-west by the house and premises numbered 36 in Ashburton Grove:

Additional lands at Finsbury Park—

Lands and premises in the said parish of Saint Mary Islington comprising the houses and premises numbered 185 to 219 (odd numbers) inclusive in Isledon Road;

Lands and premises in the said parish of Saint Mary Islington situate on the south-eastern side of Seven Sisters Road and bounded on the south-west and west by the Clarence public-house on the east by property of the Company and on the south by the garden of the house and premises numbered 219 in Isledon Road:

In the county of Hertford:—

Additional lands at Welwyn—

Lands in the parish of Digswell forming part of and situate in the extreme eastern corner of the field numbered 65 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire Sheet XXVIII. 8 and bounded on the north-east by the property of the Welwyn Gas Company and on the south-east by the garden and grounds of the Cowper Arms Hotel:

Additional lands at Stevenage—

Lands and premises in the parish of Stevenage adjoining the main line of railway of the Company and comprising the property numbered 463 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1898) Hertfordshire Sheet XII. 15:

Additional lands at Hitchin—

Lands in the parish of Hitchin adjoining the main line of the Company on the north-eastern side thereof or property of the Company abutting on the said main line such lands being bounded on the north-west by property of the Company and on the south by the public road from Hitchin to Great Wymondley:

In the Parts of Holland in Lincolnshire:—

Additional lands at Boston—

Lands and premises in the hamlet of Skirbeck Quarter bounded on the north east and west by property of the Company and on the south by the northern side of Stells Lane otherwise Betty Barber's Lane:

In the Parts of Kesteven in Lincolnshire:—

Additional lands at Caythorpe—

Lands in the parish of Caythorpe adjoining the Caythorpe Station of the Company on the eastern side thereof and being the field numbered 231 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1905) Lincolnshire [Parts of Kesteven] Sheets XCVI. 13 and 14:

Additional lands at Stoke—

Lands in the parish of Basingthorpe adjoining the main line of railway of the Company on the south-western side thereof and comprising the portions of the fields or enclosures numbered 58 and 106 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1904) Lincolnshire [Parts of Kesteven] Sheets CXXXI. 1 and 2 not already owned by the Company:

In the Parts of Lindsey in Lincolnshire:—

Additional lands at Mablethorpe—

Lands in the parish of Mablethorpe Saint Mary and Peter adjoining the railway of the Company from Willoughby to Mablethorpe on its western side being the fields respectively numbered 377 and 378 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (2nd edition 1906) Lincolnshire [Parts of Lindsey] Sheet LVIII. 5:

Additional lands at Sibsey—

A strip of land in the parish of Sibsey adjoining the Sibsey Station of the Company on the south-eastern side thereof bounded on the south-west by the East

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Lincolnshire Railway and on the north-east by the public road leading from Sibsey Station to Benington Bridge:

In the west riding of the county of York:—

Additional lands at City Road Bradford—

Lands in the township of Bradford in the city and county borough of Bradford adjoining the City Road Branch Railway of the Company on the eastern side thereof and being the properties respectively numbered 872 to 877 (inclusive) and 881 in the said township of Bradford on the $\frac{1}{2500}$ scale Ordnance map (edition of 1908) Yorkshire [West Riding] Sheets CCXVI. 3 and 7:

Additional lands at Dewsbury—

Lands in the township of Dewsbury in the county borough of Dewsbury adjoining the railway of the Company on the western side thereof at Dewsbury Junction and bounded on the north and east by property of the Company;

Lands in the said township of Dewsbury adjoining the Dewsbury Goods Yard of the Company and bounded on the north-west and north-east by property of the Company and on the south-west by Sands Lane;

Lands and premises in the said township of Dewsbury adjoining the River Calder on its northern bank and lying between the River Calder and Sands Lane.

Power to acquire easements compulsorily in certain cases.

46. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated therewith the Company shall not be required to purchase any railway river canal navigation watercourse drain or dyke or any part thereof respectively which may be crossed or interfered with in constructing the deviation railways the railway widenings and the other works authorised by this Act or any of them but may acquire such easements and rights in over or under any such railway river canal navigation watercourse drain or dyke as they may require for making maintaining working and using the deviation railways the railway widenings and such other works as aforesaid or any of them and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts

shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

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

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

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

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

(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 (in this section 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

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and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

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

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

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

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

of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

As to private rights of way.

48.—(1) All private rights of way over any lands acquired compulsorily under the powers of this Act shall as from the date of such acquisition be extinguished.

(2) The Company shall make full compensation to all parties interested in respect of any such rights as aforesaid and the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this Act over any portion of any road footpath or bridlepath by this Act authorised to be stopped up or diverted by them or over any level crossing by this Act authorised to be abolished by them Such compensation shall subject to the provisions of this Act be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Compensation in case of recently altered buildings.

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

Costs of arbitration in certain cases.

50. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall

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

Power to take easements &c. by agreement.

51. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act and according to their estate and interest therein grant to the Company any easement or right required by them for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements and rights as aforesaid respectively.

Power to lease lands &c.

52. And whereas lands have from time to time been purchased or acquired by the Company adjoining or near to railways or stations belonging to the Company but such lands are not immediately and may not hereafter be required for the purposes of the Company and it is expedient that further powers should be conferred upon the Company with respect to such lands Therefore notwithstanding anything contained in the

Lands Clauses Consolidation Act 1845 or in any other Act with which that Act is incorporated the Company shall not be required to sell or dispose of any such lands or any lands acquired under the powers of this Act which may not immediately be required for the purposes of the Company but may retain hold or use or may lease or otherwise dispose of the same.

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

Lands for extraordinary purposes.

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

Period for compulsory purchase of lands by Company.

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

PART IV.

EXTENSIONS OF TIME.

Extension of time for completion of certain railways by Company.

55. The period limited by the Act of 1911 for the construction by the Company of the following railways and parts of railways (that is to say):—

(A) Railway No. 1 Railway No. 2 Railway No. 5 and Railway No. 6 (Loop Line Enfield to Stevenage) described in and authorised by the Act of 1898 (except the portions of the said Railways No. 1 and No. 2 which the Company were authorised to abandon under the provisions of the Act of 1899);

(B) So much of the deviation Railway No. 2 authorised by the Act of 1899 as was not authorised to be abandoned under the provisions of the Act of 1911;

is hereby extended until the eighteenth day of August one thousand nine hundred and seventeen and sections 12 13 and

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14 of the Act of 1898 sections 10 11 and 12 of the Act of 1899 and section 78 of the Act of 1911 shall be read and have effect accordingly.

Extension of time for compulsory purchase of certain lands by Company.

56. The period limited by the Act of 1911 for the compulsory purchase by the Company of the lands required for the purposes of or in connection with the widening from Saxondale Junction to Radcliffe described in and authorised by that Act is hereby extended until the eighteenth day of August one thousand nine hundred and seventeen but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

Extension of time for purchase of certain lands by two Companies.

57. The periods respectively limited by the Act of 1911 for the compulsory purchase by the two Companies of the lands required for the purposes of or in connection with—

(A) The Railway No. 8 described in and authorised by the Great Central Railway Act 1907; and

(B) The Widening No. 2 of the main line of the West Riding and Grimsby Railway of the two Companies described in and authorised by the Act of 1911;

are hereby extended until the eighteenth day of August one thousand nine hundred and seventeen.

PART V.

MISCELLANEOUS PROVISIONS.

Confirming scheduled agreement.

58. The agreement made between the Company of the one part and the London County Council of the other part dated the seventeenth day of April one thousand nine hundred and fourteen as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and may and shall be carried into effect accordingly.

Abandonment of portion of Enfield Branch Railway.

59. On the completion and opening for traffic of the deviation railways the Company may abandon and discontinue the use as a railway of so much of the Enfield Branch Railway of the Company as will be rendered unnecessary by the construction of the deviation railways and the Company may appropriate and use the site of the said portions of railway for such of the purposes of their undertaking as they may think fit.

Repeal of section 30 of Great Northern (Kirkstead and Little Steeping) Light Railway Order 1911.

60. Section 30 (Restrictions of weight on rails and of speed) of the Great Northern (Kirkstead and Little Steeping) Light Railway Order 1911 shall be and the same is hereby repealed.

Application of Arbitration Act 1889.

61. Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration other than questions or disputes to which the provisions of the Lands Clauses Acts apply then unless other provision is made the reference shall be subject to the provisions of the Arbitration Act 1889.

Company may apply their funds to purposes of Act.

62. 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 may by virtue of any Act to be passed during the present session of Parliament be authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Saving rights of Duchy of Lancaster.

63. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His Duchy of Lancaster without the consent in writing of the chancellor for the time being of the said duchy first had and obtained (which consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy Provided also that section 78 of the Railways Clauses Consolidation Act 1845 shall be read as if the words "two hundred" were substituted therein for the word "forty" so far as relates to mines or minerals belonging to His Majesty in right of His said duchy.

Provision as to general Railway Acts.

64. Nothing in this Act contained shall exempt any Company named in this Act or the railways of any such Company from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

65. 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.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Describing Properties of which Portions only may be taken by the Company.

No. on deposited Plans.	Parish or other Area.	Description of Property.
	Widening (No. 1) of the Enfield Branch.	
149	Parish of Southgate - - -	Orchard.
38	Parish of Enfield - - -	Garden lawn shrubbery carriage-drive and shed.
39	Do. - - -	Land.
	Widening (No. 3) Trent Box to Muskham Siding.	
10	Parish of South Muskham -	Orchard.
11	Do. -	Paddock.
	Widening (No. 4) from Gamston to Retford.	
16	Parish of Ordsall - - -	Garden greenhouses frames and outbuildings.
17	Do. - - -	Garden.
23	Do. - - -	House gardens and outbuildings.
24	Do. - - -	Garden.
40	Do. - - -	Garden.
41	Do. - - -	Rick yard.
	New Road and Stopping up of Road and Additional Lands at Hitchin.	
2	Parish of Hitchin - - -	Garden.
4	Do. - - -	Garden ground and paths.
5	Do. - - -	Garden.
7	Do. - - -	Yard and garden.
	Additional Lands at Finsbury Park.	
51	Parish of Saint Mary Islington -	Yard and stables.
52	Do. -	Frontage advertising station and convenience.
	Additional Lands at Dewsbury.	
3	Township of Dewsbury - -	Field.

THE SECOND SCHEDULE.

Stamp. Ten shillings.

THIS INDENTURE made in duplicate the seventeenth day of April one thousand nine hundred and fourteen between the GREAT NORTHERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and the LONDON COUNTY COUNCIL (hereinafter called "the council") of the other part.

WHEREAS the Company are seised in fee simple of the lands lines of railway and other hereditaments (hereinafter called "the said hereditaments") situate in the parishes of Saint Pancras and Islington in the county of London and delineated and coloured blue and red on the plan annexed to these presents:

And whereas the council by notice in writing dated the twenty-second day of April one thousand nine hundred and eight gave the Company notice that in pursuance of the powers conferred by statute they were about to make a sewer and works under the said hereditaments in the manner indicated on the plan and sections accompanying the said notice:

And whereas the council are under a statutory obligation to make compensation to the Company for any damage done by reason of the making repairing or maintenance of the said sewer and works through or under the said hereditaments:

And whereas by section 204 of the Metropolis Management Act 1855 it is provided that no building shall be erected in over or under any sewer vested in the Metropolitan Board of Works (now the council) without their consent first obtained in writing:

And whereas at the request of the council it was arranged that the council should construct the said sewer and works subject to the compensation to which the Company might be entitled as aforesaid being thereafter agreed upon or determined upon the basis that the council would grant to the Company a perpetual licence to build over the said sewer and works but the form of the deed for giving effect to the said arrangement afterwards became a subject of dispute between the Company and the council:

And whereas the council in pursuance of the powers vested in them by the Metropolis Management Acts 1855 to 1893 and the Local Government Act 1888 accordingly constructed the said sewer and works (being part of the Middle Level Sewer No. 2) under the said

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hereditaments in the position shown by a red colour on the said plan annexed hereto:

And whereas in order to settle the said dispute and various other questions which arose between the Company and the council the Company on the second day of April one thousand nine hundred and twelve commenced and have since prosecuted an action against the council in the Chancery Division of the High Court of Justice of which the short title is 1912. G. No. 660 The Great Northern Railway Company *v.* the London County Council:

And whereas the pleadings in the said action are closed but the said action has not yet been set down for trial:

And whereas it has been agreed that the said dispute and questions shall be settled upon the terms hereinafter set forth:

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the grant of the perpetual licences hereinafter contained and of the agreements on the part of the council hereinafter also contained the Company do hereby (subject to the provision with regard to compensation hereinafter contained) release the council their contractors servants and agents from all claims or demands under the Metropolis Management Act 1855 in respect of any damage caused to the said hereditaments by the construction repair or maintenance of the said sewer and works and the Company who hold and retain possession of the documents of title mentioned in the schedule hereto hereby acknowledge the right of the council to production thereof and to delivery of copies thereof and hereby undertake for the safe custody thereof:

And this Indenture further witnesseth that in pursuance of the said agreement and in consideration of the premises the council in exercise of all powers statutory or otherwise them hereunto enabling hereby irrevocably grant unto the Company and their assigns full licence and permission (subject to the two provisos next hereinafter contained) at any time or times hereafter to build over the said sewer and works in any manner in which and to any extent to which the Company might have built if the said statutory notice had never been given or the said sewer and works had never been constructed Provided always that nothing hereinbefore contained shall operate to enlarge abridge or affect the rights or powers of the council as the general building authority of the metropolis under the London Building Acts 1894 to 1909 or to give the Company a fuller or more unqualified right of building upon any part of the said hereditaments (whether forming part of a highway or not) than the Company would have been entitled to had the council never given the said statutory notice nor constructed the said sewer and works:

And provided also that the Company shall whenever they propose to build over the said sewer and works give sixty days' notice to the council and on request produce to the council's engineer for the time being the plans of the proposed building or buildings and render every facility to the council for ascertaining the character of the building or buildings proposed to be erected in order to enable the council at their own expense either to execute or provide such works as may be required for the strengthening of or otherwise protecting the said sewer and works or to remove the said sewer and works from the said hereditaments:

And this Indenture further witnesseth that in pursuance of the said agreement and in consideration of the premises the council in exercise of all powers statutory or otherwise them hereunto enabling hereby irrevocably grant and release unto the Company and their assigns full licence and permission notwithstanding the construction of the said sewer and works at all times and for ever hereafter to use the said hereditaments for all the purposes of the undertaking of the Company as now or hereafter to be authorised and in any manner (subject as aforesaid as to building over the said sewer and works) in which they might have used the same if the said sewer and works had not been constructed:

Provided always that the Company shall if and whenever they propose to excavate or penetrate the soil of the said hereditaments lying within ten feet of the top and of either side of the said sewer down to the invert level of the same or lying below the said invert level and within fifty feet of either side of the said sewer (which soil is indicated by the colour green on the section on the said plan annexed to these presents) or to disturb either of the shafts or entrances to the said sewer now existing on the said hereditaments give sixty days' notice to the council and render every facility to the council for ascertaining the character of the proposed excavation penetration or disturbance as the case may be in order to enable the council at their own expense either to execute or provide such works as may be required for the strengthening of or otherwise protecting the said sewer and works or to remove the said sewer and works from the said hereditaments:

And it is hereby agreed and declared that the council may at any time hereafter remove the said sewer and works from the said hereditaments:

And this Indenture further witnesseth that in pursuance of the said agreement and in consideration of the premises the council hereby covenant with the Company that the council shall from time to time pay to the Company on demand full compensation for all damage or injury (including interference with any user now or hereafter to be

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authorised of the said hereditaments and including damage to or delay of traffic and increased expense in dealing with traffic) which the Company may have suffered or may from time to time suffer by reason of the construction repair maintenance failure or removal of the said sewer and works or any part thereof or of any works which the council may carry out for strengthening or otherwise protecting the same and whether such damage or injury be or be not caused or contributed to by the Company's user of the said hereditaments:

And it is hereby further agreed (1) that the amount of all compensation payable by the council to the Company under these presents shall be payable as and when the damage or injury aforesaid arises or becomes apparent (2) that such amount shall be ascertained in case of dispute in the manner in which compensation payable by the council for damage done by making the said sewer and works would in the absence of agreement have been ascertainable (3) that the tribunal for determining the amount of such compensation shall have due regard to the licences and provisions hereinbefore granted and contained and (4) that save as aforesaid no compensation shall be payable by the council to the Company in respect of the making of the said sewer and works:

And it is hereby further agreed and declared that the council shall not in respect of the said sewer and works at any time hereafter oppose any Bill in Parliament which the Company may hereafter promote for obtaining further powers in connection with the said hereditaments or any part thereof or seek to obtain the insertion of any clause in such Bill inconsistent with the provisions of these presents:

And lastly it is hereby agreed that all further proceedings in the said action shall be stayed without costs:

In witness whereof the Company and the council have caused their respective common seals to be hereunto affixed the day and year first above written.

The SCHEDULE above referred to.

29th Aug. 1849. Deed poll under the seal of the mayor and commonalty and citizens of London as Governors of St. Bartholomew's Hospital being a conveyance to the Great Northern Railway Company of certain hereditaments in the parish of St. Pancras.

9th July 1850 22nd June 1859. Indentures of conveyance of these dates each made between George Anthony Legh Keck of the one part and the Great Northern Railway

Company of the other part comprising certain hereditaments in the parish of Islington. A.D. 1914.

Sealed by order
JAMES BIRD Deputy Clerk of the Council. L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of } L.S.

OLIVER R. H. BURY Director.

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