



CHAPTER lii.

An Act to empower the London and North Eastern Railway Company to construct new railways widenings and other works and to acquire lands to extend the time for the completion of certain works and for the compulsory purchase of certain lands and for other purposes. [31st July 1925.] A.D. 1925.

WHEREAS it is expedient that the London and North Eastern Railway Company (in this Act referred to as "the Company") should be empowered to construct the railways widenings and other works by this Act authorised and to acquire certain lands in this Act described :

And whereas the acquisition of other lands already acquired by the Company by the Great Western and Great Central Railways Joint Committee (in this Act referred to as "the Great Western Committee") and jointly by the Metropolitan and Great Central Joint Committee and the Great Western Committee (in this Act referred to as "the two committees") should be sanctioned and confirmed :

And whereas it is expedient that the periods now limited for the compulsory purchase of certain lands by the Company and by the South Yorkshire Joint Line Committee and for the completion of certain railways by the Company should be extended as provided by this Act :

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And whereas it is expedient that the Company should be empowered to abandon and discontinue their Peak Forest Tramway :

And whereas it is expedient that the Company should be empowered to raise further capital and to apply their funds to the purposes of this Act in which they are respectively interested and that the other powers in this Act mentioned should be conferred :

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired and also a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and ridings within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as " the deposited plans sections and book of reference " :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 (that is to say) :—

Short title.

1. This Act may be cited for all purposes as the London and North Eastern Railway Act 1925.

Interpretation.

2. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject matter the same respective meanings And :—

" The Company " means the London and North Eastern Railway Company ;

" The Scheme of 1922 " means the North Eastern Eastern and East Scottish Group Amalgamation Scheme 1922 ;

“The railways” means the new railways widening and alteration widenings and diversion of railways by this Act authorised; A.D. 1925.
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“The new railways” means the new railways by this Act authorised;

“The Great Western Committee” means the Great Western and Great Central Railways Joint Committee;

“The two committees” means the Metropolitan and Great Central Joint Committee and the Great Western Committee;

“Parish” means any parish or township or other place for which a separate poor rate is or can be made or for which a separate overseer is or can be appointed; and

All distances and lengths stated in any description of works or lands shall be read and have effect as if the words “or thereabouts” were inserted after each such distance and length.

3. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say):— Incorporation of
general
Acts.

The Lands Clauses Acts :

Provided that any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company or the two committees as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 :

The Companies Clauses Consolidation Act 1845 and section 15 of the Companies Clauses Consolidation (Scotland) Act 1845 and Parts I. II. and III. of the Companies Clauses Act 1863 as incorporated with and varied by the Scheme of 1922.

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Protection
of gas and
water mains
of local
authorities.

4. 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 gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated.

Power to
Company
to make
railways.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railways hereinafter described with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say):—

In the county of Nottingham—

A railway (No. 1) (1 mile 1 furlong 8.45 chains in length) in the parish of Edwinstowe commencing by a junction with the Company's Chesterfield and Lincoln Railway near the $17\frac{1}{4}$ mile-post on that railway and terminating in the enclosure numbered 16A on the $\frac{1}{2500}$ scale Ordnance map Nottinghamshire (edition 1920) sheet XIX.
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A railway (No. 2) (5 furlongs 9.7 chains in length) commencing in the parish of Styrrup by a junction with Railway No. 4 authorised by the North Eastern Railway Act 1914 near the road leading from Styrrup to Harworth and terminating in the parish of Harworth by a junction with the Company's Harworth Colliery Branch at its termination.

In the county of Lincoln (Parts of Lindsey)—

A railway (No. 3) (9 miles 3 furlongs 6.15 chains in length) commencing in the parish of Northorpe by a junction with the Company's

Sheffield and Grimsby Railway near Northorpe Station and terminating in the urban district of Scunthorpe and Frodingham by a junction with the Company's Barnsley and Barnetby Railway 13 chains west of the bridge carrying Ashby Road over the said railway. A.D. 1925.

A railway (No. 4) (1 mile 1 furlong 9 chains in length) in the urban district of Scunthorpe and Frodingham commencing by a junction with the said Barnsley and Barnetby Railway $20\frac{1}{2}$ chains west of the bridge carrying Ashby Road over that railway and terminating by a junction with that railway $14\frac{1}{4}$ chains north-east of Station Road level crossing.

A railway (No. 5) (2 furlongs 6·5 chains in length) in the said urban district of Scunthorpe and Frodingham commencing by a junction with Railway (No. 4) $3\frac{1}{2}$ chains north of the said Barnsley and Barnetby Railway opposite the northern end of Queen Street otherwise Sixth Street North and terminating by a junction with the Company's North Lindsey light railway $5\frac{3}{4}$ chains south-east of the point where that railway crosses Dawes Lane.

In the county of Derby—

A railway (No. 6) (1 mile 1 furlong 1·8 chains in length) commencing in the parish of South Normanton by a junction with the Company's Blackwell Colliery Branch at the termination thereof and terminating in the parish of Blackwell in the enclosure numbered 320 on the $\frac{1}{2500}$ scale Ordnance map Derbyshire (edition 1917) sheet XXXV.—8.

In the county of London—

A widening and alteration (No. 1) (1 furlong 8·50 chains in length) of the Company's London and Blackwall Railway on the north side thereof in the city of London commencing at the western end of Fenchurch Street Station and terminating $1\frac{3}{4}$ chains west of the western side of Mansell Street.

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In the county of Nottingham—

A widening (No. 2) (5 furlongs 7·15 chains in length) of the Company's Chesterfield and Lincoln Railway in the parish of Edwinstowe commencing 7 chains west of the $17\frac{1}{4}$ mile-post on the said railway and terminating 7 chains west of the bridge carrying the said railway over Rainworth Water.

In the county of Derby—

A widening (No. 3) (5 furlongs 1 chain in length) of the Company's Manchester and Sheffield Railway on the west side thereof in the borough of Glossop commencing $5\frac{1}{2}$ chains north of the bridge carrying Dinting Road over the said railway and terminating $2\frac{3}{4}$ chains south-west of the bridge carrying Park Road over that railway.

In the north riding of the county of York—

A diversion (1 furlong 4·70 chains in length) of the railway known as the Middlesbrough Owners' Railway situate in the county borough of Middlesbrough commencing 1 chain north of the bridge carrying that railway over the Normanby Beck near its confluence with the River Tees and terminating 17 chains measured in an easterly direction along that railway from the said bridge.

Abandonment of
portion of
railway.

6.—(1) On the completion and opening for public traffic of the diversion of the Middlesbrough Owners' Railway by this Act authorised the Company may abandon and discontinue the use of so much of the Middlesbrough Owners' Railway as will be rendered unnecessary by the construction of the said diversion.

(2) The Company may hold sell or dispose of or apply to the purposes of their undertaking the site and soil of any part of the portion of railway so abandoned and discontinued to the extent of the Company's interest therein.

Rates on
railways.

7. The railways shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

8. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of the Southwell Rural District Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

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For protection of Southwell Rural District Council.

(1) If the council shall at any time require to construct or lay under or across Railway No. 1 by this Act authorised any sewer drain or pipe in connection with the sewage drainage or water supply of their district the Company shall afford to the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall carry out such works so far as the same may be under or across the said Railway No. 1 under the supervision and to the reasonable satisfaction of the engineer of the Company but the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Company:

(2) If any difference shall arise between the council and the Company under this section the same shall be referred to and determined by an engineer to be appointed 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 reference.

9. The following provisions for the protection of the South Yorkshire Joint Line Committee (in this section referred to as "the committee") shall unless otherwise agreed in writing between the Company and the committee apply and have effect:—

For protection of South Yorkshire Joint Line Committee.

(1) The junction of Railway No. 2 authorised by this Act with the railway of the committee and all works both temporary and permanent necessary or incident to the construction thereof shall be constructed in accordance with such plans and sections and of such quality and strength of materials and in every other respect as shall

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- (3) If both Railway No. 4 authorised by the North Eastern Railway Act 1914 and Railway No. 2 by this Act authorised are constructed (whether contemporaneously or not) under the said road the bridges for carrying the said road over the said railways and any part of the said road which shall be situate between the said bridges shall be so constructed that the roadway of the said road shall be level for the entire length between points coinciding with the centres of the spans of the said bridges. The obligations of this subsection shall be binding on the joint committee and the Company jointly :
- (4) Notwithstanding anything contained in the foregoing provisions of this section or in any other provision of this Act the council shall repay to the Company and the joint committee in such proportions as the Company and that committee shall determine (a) one-eighth of the reasonable cost of constructing so much of the said road as is of a width of not less than forty feet between the fences and (b) one-eighth of the cost from time to time reasonably incurred by the Company or the joint committee (as the case may be) in maintaining and repairing the said portion of the said road. Provided that nothing in this subsection shall require the council to contribute towards the cost of (i) the acquisition of the land required for the construction of the said road or any part thereof or (ii) the construction maintenance or repair of the fences of the said road :
- (5) Not less than one month before commencing the construction of the said road or of either of the said railways thereunder the joint committee and the Company or one of them (as the case may be) shall submit to the council for their reasonable approval plans sections and particulars of the intended road and of the bridges or bridge for carrying the said road over the said railways or railway and the joint committee or the Company (as the case may be) shall not commence the said works until the said plans sections and particulars have been approved by the council or settled by arbitration as

hereinafter provided or construct the said works otherwise than in accordance with the said plans sections and particulars as so approved or settled. Provided that unless within one month after the submission to them of such plans sections and particulars as aforesaid the council intimate in writing to the joint committee and the Company or one of them (as the case may be) any objections thereto they shall be deemed to have approved thereof :

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- (6) Any difference between the council on the one hand and the joint committee or the Company on the other hand under subsection (4) or subsection (5) of this section shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

11. For the protection of the commissioners of sewers for the county of Lincoln (in this section referred to as "the commissioners") the following provisions shall except so far as may be otherwise agreed in writing between the Company and the commissioners have effect (that is to say) :—

For protection of commissioners of sewers for county of Lincoln.

- (1) In constructing Railway No. 3 by this Act authorised the Company shall construct any works in any way affecting any sewer drain watercourse or other work vested in or subject to the jurisdiction of the commissioners in accordance with plans and specifications to be previously submitted to and reasonably approved by the commissioners or in case of difference between the commissioners and the Company by an arbitrator to be appointed as hereinafter provided. Provided always that if the commissioners shall fail to approve or disapprove such plans and specifications for twenty-eight days after the same shall have been submitted to them they shall be deemed to have approved the same. All such works shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor to the commissioners

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and all such works so far as they affect any such sewer drain watercourse or work shall be kept in repair and maintained to the reasonable satisfaction of the commissioners by and at the expense of the Company :

- (2) If by reason of the construction of any such works as aforesaid any sewer drain watercourse or other work vested in or under the jurisdiction of the commissioners shall be injured or damaged the Company shall at their own expense make good such injury or damage :
- (3) Nothing in this Act contained shall be deemed or construed to prejudice diminish alter abridge or take away any of the jurisdictions rights powers or authorities now vested in the commissioners and all the jurisdictions rights powers and authorities now vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed :
- (4) Any difference which shall arise between the commissioners and the Company under this section shall be referred to an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For pro-
tection of
Lindsey
County
Council
and
standing
joint com-
mittee.

12. For the protection of the county council of the administrative county of the Parts of Lindsey in the county of Lincoln (in this section referred to as "the county council") and of the standing joint committee of the quarter sessions for the said Parts of Lindsey and the county council (in this section referred to as "the committee") the following provisions shall unless otherwise agreed in writing between the Company on the one hand and (as respects subsections (1) and (2) of this section) the county council or (as respects any other subsection of this section) the county council and the committee on the other hand apply and have effect (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall construct the bridge for carrying the road numbered on the deposited plans 27 in the parish of Scotter of a width between parapets of not less than forty feet Provided that if at any time before the Company

commence the construction of the said bridge the county council by notice in writing require the Company to make the said bridge of a width between parapets exceeding forty feet but not exceeding fifty feet the Company shall comply with such requirement and in that event the county council shall on demand by the Company at any time after the completion of the said bridge pay to the Company the additional cost to which the Company may reasonably be put by reason of the construction of the said bridge of a greater width between parapets than forty feet :

- (2) The said bridge and all necessary parapets fences and incidental works shall be constructed by the Company in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the county council :
- (3) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not stop up the existing road numbered on the said plans 77 in the urban district of Scunthorpe and Frodingham (in this section referred to as "Station Road") until they shall have completed ready for use the roadway in this section referred to :
- (4) The Company shall construct in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the county council and the committee and in such a manner as to afford convenient means of access between the police station premises of the county council and the new road to be constructed under the powers of this Act by way of diversion of Station Road (in this section referred to as "the diverted road") the roadway in the position shown in a pink colour and of the dimensions marked on the plan signed by Alfred James Brickwell on behalf of the Company and Eric West Scorer on behalf of the county council and the committee :
- (5) The said roadway shall be so formed as to be suitable for vehicular traffic and the Company shall provide and erect good and sufficient gates at its junction with the diverted road and suitable

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fences on each side of the said roadway throughout its length :

- (6) Upon the completion of the said roadway the Company shall grant to the county council their successors and assigns the exclusive and perpetual easement and right of using the said roadway for all or any purposes and the county council shall maintain and keep the fence on the southern side of the said roadway in a good and substantial repair and condition to the satisfaction of the Company :
- (7) The Company shall construct Railway No. 5 in such a position as to be as far as reasonably practicable from the said police station premises :
- (8) The provisions of this section shall be accepted and taken by the county council and the committee in full satisfaction of any claim they may have against the Company in respect of the exercise of the powers of this Act but nothing in this subsection shall prejudice or affect any rights of the county council or the committee under or arising out of the provisions of the section of this Act of which the marginal note is " Underpinning of houses near works " :
- (9) Any dispute which shall arise between the county council or the county council and the committee on the one hand and the Company on the other hand under this section shall be determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

For protection of
Glanford
Brigg Rural
District
Council.

13. For the protection of the rural district council of Glanford Brigg (in this section referred to as " the council ") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall—

- (a) construct the bridge for carrying the road numbered on the deposited plans 21 in

the parish of Messingham over Railway No. 3 by this Act authorised of a width between parapets of not less than thirty feet; A.D. 1925.
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(b) construct the bridge for carrying Railway No. 3 by this Act authorised over the road numbered on the deposited plans 19 in the parish of Bottesford as a girder bridge with a span of not less than thirty feet and a clear headway throughout of not less than fifteen feet :

- (2) In constructing the said railway over the last mentioned road the Company shall make proper provision for protecting and preserving the pump and well maintained by the council and situated on the said road numbered on the deposited plans 19 and shall take all reasonable and proper precautions to prevent interference with the supply of water now available in the said well and shall not interfere with the access of the public to the said pump and well :
- (3) Any dispute which shall arise between the council and the Company under this section shall be determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

14. The following provisions for the protection of the London Midland and Scottish Railway Company (in this section referred to as "the Midland Company") shall unless with the previous consent in writing of the Midland Company apply and have effect :—

For protection of London Midland and Scottish Railway Company.

- (1) The expression "property of the Midland Company" where used in this section shall include any land railway siding or work belonging or leased to or worked or used by the Midland Company :
- (2) The Company shall not under the powers of this Act enter upon use purchase take or interfere with any property of the Midland Company except that the Company may purchase and

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take and the Midland Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the Midland Company such an easement or right as shall be necessary for the purpose of constructing using and maintaining the Railway No. 6 by this Act authorised (hereinafter in this section referred to as "the railway") so far as the same is according to this Act to be constructed on or across the property of the Midland Company:

- (3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement:
- (4) The railway shall be carried over the property of the Midland Company by a bridge with a clear span between the abutments of not less than twenty-six feet six inches measured at right angles to the railway of the Midland Company and having a clear headway of not less than fifteen feet measured from the upper surface of the rails of such railway:
- (5) All works in connection with the railway where they interfere with or affect the existing or proposed lay out of sidings for the reception of the Midland Company's traffic at Blackwell Colliery A Warning shall be laid out according to plans and sections to be previously submitted to and approved by the Midland Company. If by reason of such interference it is necessary in the opinion of the Midland Company or in the event of difference of an arbitrator appointed as hereinafter provided to construct additional or alter the lay out of existing or proposed sidings or other works for or in connection with the reception of the Midland Company's said traffic the Midland Company may carry out either on its own property or with the consent of the Blackwell Colliery Company on the property of the colliery company the said

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construction or alteration and the reasonable expense thereof and any increase in the cost of maintenance thereby occasioned shall be repaid to the Midland Company by the Company :

- (6) The Company shall not construct any works whether temporary or permanent upon or over or which may affect any property of the Midland Company except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer of the Midland Company (hereinafter in this section referred to as "the engineer") and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided :
- (7) The Company shall maintain the railway so far as it affects the property of the Midland Company in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Midland Company may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of the sum which the engineer shall certify has been the expenditure of the Midland Company in so doing shall be repaid to them by the Company :
- (8) The Company shall not in the execution maintenance or repair of any of their works obstruct or hinder or interfere with the free uninterrupted and safe user of any railway siding or work belonging or leased to or worked or used by the Midland Company or any traffic thereon and if in the execution maintenance or repair of any of their works it is necessary to remove

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or disturb any of the rails of any railway siding or other work belonging or leased to or worked or used by the Midland Company the Company shall at their own expense before any such removal or disturbance execute and maintain such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the property of the Midland Company or interruption to the traffic thereon but the Company shall in no case remove or disturb any of the rails of any railway siding or other work belonging or leased to or worked or used by the Midland Company save in accordance with the provisions of this section :

- (9) If any subsidence shall occur by which the level of the bridge carrying the railway over the property of the Midland Company shall be lowered so that the headway prescribed by this section be not maintained then the Company shall at their own cost when called upon by the Midland Company to do so raise or lift the bridge over the property of the Midland Company to the height required to maintain such prescribed headway :
- (10) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by the Midland Company during the execution or repair of any work affecting any property of the Midland Company of such inspectors watchmen and signalmen to be appointed by the Midland Company as may be reasonably necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors :
- (11) If by reason of the construction or working of the railway it shall become necessary to add to or alter any signal cabins signal posts signals or other similar works in connection

with any property of the Midland Company the Midland Company may make such additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Company on demand and the cost of maintaining and working any such additional signal cabins signal posts signals or other similar works and any reasonable addition (if any) to the cost of maintaining and working any signal cabins signal posts signals or other similar works arising by reason of such addition to or alteration of the same as aforesaid shall at the end of every half year be repaid by the Company to the Midland Company:

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- (12) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any property of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and the reasonable amount of the sum which the engineer shall certify to have been the expenditure of the Midland Company in so doing shall be repaid to the Midland Company by the Company on demand and the Company shall indemnify the Midland Company against all losses which the Midland Company may sustain and shall pay all costs charges and expenses which the Midland Company may reasonably incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise:
- (13) If in the opinion of the Midland Company or (in case of difference) of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection or safety

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of any works constructed under the powers of this Act then the Company shall on demand pay to the Midland Company the amount paid by the Midland Company for or in respect of such minerals together with all costs and expenses reasonably incurred by them in relation to any such purchase or payment of compensation :

- (14) If any difference shall arise between the Company and the Midland Company or their respective engineers as to anything to be done or not to be done under subsections (5) to (13) (both inclusive) of this section the same shall be determined by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the Arbitration Act 1889 shall apply.

15. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the rural district council of Blackwell (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say) :—

- (1) The Company shall not enter upon take or use any of the lands numbered on the deposited plans 3 in the parish of South Normanton lying to the south of the red line shown upon the plan signed by Charles John Brown on behalf of the Company and by Walter Stretton Cockerham on behalf of the council :
- (2) In executing any works under this Act the Company shall not interfere with the sewage works and effluent pipes of the council in the enclosure numbered 3 in the said parish of South Normanton :
- (3) Before constructing Railway No. 6 by this Act authorised along or across or in any way affecting the stream in the said enclosure numbered 3 to the north of the said sewage works the Company shall submit to the council for their reasonable approval plans of the proposed works Provided that if the council shall not signify their

For protec
tion of
Blackwell
Rural
District
Council.

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approval or disapproval of the said plans within twenty-eight days after the same shall have been submitted they shall be deemed to have approved thereof :

- (4) The Company shall construct the bridge to carry the said Railway No. 6 over Fordbridge Lane numbered on the deposited plans 8 in the parish of Blackwell as a girder bridge with a clear span of thirty feet and a clear headway of fifteen feet throughout and so that the gradient of the road on either side of the said bridge shall not be steeper than 1 in 20 :
- (5) Before the completion of the said bridge the Company shall construct and thereafter maintain to the reasonable satisfaction of the council a proper and sufficient drain in the road under the said bridge with a suitable outfall :
- (6) At least six months before commencing the construction of the said bridge the Company shall give to the council notice in writing of their intention so to do and at any time within three months of the receipt of any such notice the council may by notice in writing require the Company to construct the said bridge with a greater span but in any case not exceeding forty feet and in accordance with plans and sections to be previously submitted to and reasonably approved by the council. If the Company do not complete the construction of the said bridge within eighteen months from the date of any such notice from time to time given by the Company or such extended time as may be mutually agreed upon by the council and the Company such notice shall be void and before commencing the construction of the bridge the Company shall give a further notice to the council in accordance with the requirements of this subsection :
- (7) The said bridge shall so far as reasonably practicable be made and maintained so as to prevent the dripping of water therefrom on any part of the said road or the footpaths thereof and the discharge of steam or smoke into the said road or footpaths :

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- (8) In the event of the council in pursuance of subsection (6) of this section requiring the construction of the said bridge with a span exceeding thirty feet as aforesaid the council upon completion of the construction of the said bridge shall pay to the Company the difference between the cost of constructing the said bridge with a span of thirty feet on the one hand and the cost of constructing the said bridge with such greater span on the other hand. Such amount in case of dispute shall be determined by arbitration in pursuance of the provision hereinafter contained:
- (9) Any difference which may arise between the council and the Company under this section shall be settled by an engineer to be appointed upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of Metropolitan and Metropolitan District Railway Companies.

16. With respect to the Widening and Alteration No. 1 by this Act authorised the following provisions for the protection of the Metropolitan Railway Company and the Metropolitan District Railway Company (in this section referred to as "the joint companies") shall notwithstanding anything in this Act contained (unless otherwise agreed between the Company and the joint companies) be observed and have effect (that is to say):—

- (1) The Company shall not without the previous consent in writing of the joint companies enter upon take or use either temporarily or permanently any part of the railway authorised by the Metropolitan and District Railways (City Lines and Extensions) Act 1879 (in this section referred to as "the City Lines Railway") and any works or conveniences connected therewith or any lands or other property of the joint companies or without the like consent alter vary or in any way interfere with the City Lines Railway or any of the works or conveniences connected therewith but the Company may purchase and the joint companies shall sell such easement over and above any property

of the joint companies as may be reasonably necessary to enable the Company to carry out the works by this Act authorised but not so as to interfere with the working of the City Lines Railway :

- (2) Before the Company in the exercise of the powers of this Act commence the construction of any works by this Act authorised or any alterations or repairs thereof within thirty yards of the City Lines Railway (all or any of which are in this section referred to as "the works") they shall give to the joint companies one month's notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same and no such work shall be commenced until such plans sections and specifications shall have been approved by the joint companies or by an arbitrator to be appointed as hereinafter provided Provided that if the joint companies do not within twenty-one days after receiving such notice as aforesaid signify to the Company their disapproval of such plans sections and specifications they shall be deemed to have assented thereto :
- (3) Prior to commencing any part of the works situate within thirty yards of the City Lines Railway the Company at their own cost shall make such trial borings as may be reasonably necessary to ascertain the nature of the soil in which the works are to be constructed and a record of the sub-strata as ascertained by such borings shall be supplied to the joint companies for the information of their engineer :
- (4) The Company shall execute such protective works and take such other precautions as the engineer of the joint companies shall reasonably deem necessary for ensuring the safety of the City Lines Railway and any works and conveniences connected therewith and any difference as to the requirements of the engineer of the joint companies or the mode of executing the works in pursuance thereof shall be referred

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from time to time to arbitration as hereinafter provided :

- (5) The joint companies shall be entitled at the expense of the Company to all reasonable supervision of the mode in which the works so far as they affect the City Lines Railway and the works and conveniences connected therewith are carried out and for this purpose to appoint such engineers clerks of the works inspectors and watchmen as may be reasonably necessary for the purpose :
- (6) The Company shall at all times maintain the works over the City Lines Railway and any works and conveniences connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the joint companies and the said engineer and those authorised in writing by him shall at all times have free access to the works and every reasonable facility shall be afforded him and them for the inspection thereof and every reasonable notice which he or they may give touching any defect or want of repair shall as soon as possible be complied with by the Company :
- (7) If in consequence of the construction of the works by this Act authorised any extra cost be occasioned to the joint companies in repairing or maintaining the City Lines Railway or any works or conveniences connected therewith the Company shall from time to time repay such extra cost to the joint companies :
- (8) If during the construction of the works the City Lines Railway or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the joint companies may make good the same and recover the reasonable cost thereof against the Company :
- (9) The Company shall not in making and maintaining or using the works in any manner obstruct

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hinder or interfere with the free uninterrupted and safe user of the City Lines Railway or any works or conveniences connected therewith or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the City Lines Railway or any works or conveniences connected therewith or any traffic thereon shall be obstructed hindered or interfered with by reason of the construction maintenance or user of the works of the Company the Company shall pay full compensation to the joint companies in respect thereof :

- (10) The Company shall be responsible for and make good to the joint companies all costs losses damages and expenses which may be occasioned to the City Lines Railway or to any of the works or conveniences connected therewith and to any lands or other property of the joint companies or to the traffic thereon or to any person or persons using the same or to any servant of the joint companies or of either of them or otherwise by reason of the construction or failure of the works or of any act or omission of the company or any of the persons in their employ or the employ of their contractors or others and the Company shall effectually indemnify and hold harmless the joint companies and each of them from all lawful claims and demands upon or against them by reason of such execution or failure or of any such omission :
- (11) All fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and paid by the Company :
- (12) Any difference which may arise under the provisions of this section between the joint companies and the Company shall from time to time be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

17. Notwithstanding anything in this Act contained or shown on the deposited plans or sections the following provisions for the protection of the mayor aldermen and

For protection of corporation of London.

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commons of the city of London in common council assembled (in this section referred to as "the corporation") shall unless otherwise agreed between the corporation and the Company have effect (that is to say) :—

- (1) The Company shall in constructing Widening and Alteration No. I and the works connected therewith over the streets in the city of London next hereinafter mentioned construct and afterwards maintain the bridges and works to carry such widening and alteration as girder bridges which shall in each case have a clear headway throughout above the existing surface of the street not less than that figured on the deposited sections and a clear span throughout measured on the square of not less than the spans hereinafter mentioned (that is to say) :—

Situation of bridge.	Span at right angles to street.
Minories	58 feet.
America Square	40 feet.
Crutched Friars	{ Clear span over streets without encroachment on the public way :
Coopers Row	

- (2) The Company shall keep clean the front of the brickwork or other material of their existing arches or bridges over the aforesaid streets to the reasonable satisfaction of the corporation :
- (3) The Company in constructing so much of the aforesaid arches or bridges as abut upon the public way of the aforesaid streets or places shall face the brick or concrete abutments thereof for a height of five feet above the pavement level with brindle Staffordshire bricks and above that height with white glazed bricks which the Company shall at all times keep clean and in good order and repair to the reasonable satisfaction of the corporation :
- (4) The Company shall to the like satisfaction take all necessary steps to prevent the percolation or falling of water from the works by this Act authorised where they cross the aforesaid streets

or places or abut upon any part of the public ways : A.D. 1925.

- (5) The Company shall not affix exhibit or permit to be affixed or exhibited any placard or advertisement upon any part of the works by this Act authorised which are to be faced with white glazed bricks nor upon any other part of such works within view of any public street within the city of London any placard or advertisement other than those relating to the business of the Company :
- (6) The Company shall not where any building or structure in the city of London shall have been wholly or in part demolished by them under the powers of this Act leave any adjoining building or structure or any portion of a partly demolished building or structure in an unsightly condition for any longer period than is reasonably necessary :
- (7) Where any of the works to be done under or by virtue of this Act may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the corporation or with any sewers or works to be made or executed by the corporation or shall or may in any way affect the sewerage or drainage of the districts under their control the Company shall not commence such work until they shall have given to the engineer or surveyor of the corporation twenty-eight days previous notice at his office or at the principal office of the corporation with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the corporation shall have signified their approval of the same unless the corporation do not signify their approval disapproval or other direction within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the corporation in the execution of the said works and shall provide by new altered or substituted

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works in such manner as the corporation may reasonably deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to and for removing or effectually stopping up or filling in any sewer drain or other work which may become disused by reason of the said intended works or any part thereof and shall save harmless the corporation against all and every expense to be occasioned thereby and all such works may be done by or under the direction superintendence and control of the engineer or other authorised officer of the corporation and at the costs charges and expenses in all respects of the Company :

- (8) All reasonable costs charges and expenses to which the corporation may be put by reason of the works of the Company under this Act whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as any sewers or works now are or hereafter may be :
- (9) Nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the corporation or their successors but all such rights powers or authorities shall be as valid and effectual as if this Act had not been passed :
- (10) If any dispute shall arise as to the mode of executing any such works as aforesaid or as to the cost thereof or otherwise under the foregoing provisions of this section such dispute shall be referred to an arbitrator to be appointed

on the application of either party by the President of the Institution of Civil Engineers : A.D. 1925.
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(11) The Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of their works and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects discovered in the city of London shall be deposited in the Guildhall Museum as the property of the corporation :

(12) The Company shall in respect of all lands acquired by them under the powers of this Act within the city of London be liable to and pay a sum of money equal to the sum which would have been payable as and for the general rate leviable within the said city if the said lands and the hereditaments thereon had continued to be in the same occupation of the same assessable value and in the same state and condition as when the said lands and hereditaments last were rateable. The liability of the Company to pay the said sum shall begin when the liability of the last preceding rateable occupier ceases and shall continue until the works by this Act authorised shall so far as it concerns the said lands or any part thereof in whole or in part be completed and assessed or liable to be assessed to the general rate or until such lands as may not be used for the purposes of the works by this Act authorised shall have been otherwise duly assessed or liable to be assessed to the general rate. The said sum of money shall be payable and recoverable and when paid shall be applicable as if the same formed part of the general rate.

18. The following provisions for the protection of the London County Council (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council have effect (that is to say) :— For protection of London County Council.

The provisions of subsection (5) of section 13 (For protection of London County Council) of the

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London and North Eastern Railway Act 1924 are incorporated with and form part of this Act and shall extend and apply to the Company in regard to Widening and Alteration No. 1 and the works connected therewith by this Act authorised as respects any sewers of the council as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto.

For protection of Metropolitan Water Board.

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

(1) Whenever by reason or in consequence of the stopping up of the street or road or part of the street or road numbered on the deposited plans 14 in the city of London any mains pipes valves hydrants syphons plugs or other works (hereinafter in this section referred to as "apparatus") of the board shall be rendered derelict or unnecessary 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 of the board situate in and under the street or road or part of street or road so stopped up; and

(b) any apparatus of the board connected with the property of the board and used exclusively for the purposes of the supply of water to any premises to which a supply is furnished by means of the said apparatus in and under the street or road stopped up:

(2) In addition to the payment referred to in the last preceding subsection of this section the Company shall pay to the board the reasonable cost 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 board and of and incidental to any other works or things rendered necessary or expedient in consequence

of any apparatus of the board being rendered derelict or unnecessary by the stopping up of such street or road or part of such street or road or otherwise :

- (3) The Company shall construct the bridges or viaducts for carrying the Widening and Alteration No. 1 by this Act authorised over any street or road in which any mains of the board are situate so that the abutments thereof shall be carried down to a depth below the surface of the said street or road of not less than seven feet :
- (4) The Company shall not under the powers of this Act raise sink or otherwise alter the position of any apparatus of the board in any street or road or alter the level of any street or road so as to leave over any such apparatus a covering of less than three feet or of more than five feet unless in the last mentioned case the Company provide special means of access to the same to the reasonable satisfaction of the engineer of the board :
- (5) Not less than twenty-eight days before commencing any of the works by this Act authorised under over or affecting any street road or place in which any apparatus of the board is situate or any other work under over or within twenty feet of any apparatus of the board or commencing to raise sink or otherwise alter the position of any apparatus of the board the Company shall submit to the board for their approval detailed plans sections and particulars of the proposed works and of all apparatus which it may be necessary to provide in consequence of such works Provided that if the board shall not within twenty-eight days after the submission to them of the said plans sections and particulars have disapproved thereof or made any requirements with respect thereto to which the Company shall have failed to agree they shall be deemed to have approved the said plans sections and particulars as submitted to them The works to which the said plans sections and particulars respectively relate shall be executed in strict

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accordance therewith as approved by the board or as determined by arbitration as hereinafter provided :

- (6) It shall be lawful for the board at any time within twenty-eight days after the submission to them of any such plans sections and particulars as aforesaid to give to the Company notice in writing of their intention themselves to provide and lay or construct the necessary new or substituted apparatus or any part thereof or to make the required alteration of any apparatus of the board and in such case the Company shall not provide lay or construct such new or substituted apparatus or make such alteration of such apparatus but the board may themselves provide and lay or construct such apparatus or carry out such alteration and in that event the Company shall repay to the board the reasonable cost incurred by the board therein or in connection therewith :
- (7) The Company shall afford to the board all reasonable facilities for the purpose of enabling the board to carry out any work specified in such notice. Provided that if for twenty-eight days after any such notice is given to the Company by the board the board neglect to proceed with all practicable diligence to carry out such works the Company may forthwith proceed with the works as if such notice had not been given to them :
- (8) The board may if they think fit employ such watchmen and inspectors as they may reasonably deem necessary to watch and inspect the execution of any works under the powers of this Act so far as they affect any apparatus of the board and the reasonable wages of such watchmen and inspectors shall be borne by the Company :
- (9) The reasonable expense of all repairs or renewals of any apparatus of the board or any works in connection therewith which may at any time hereafter be rendered necessary by or in consequence of the acts or defaults of the Company

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their contractors agents workmen or servants or any person in the employ of them or any of them or by reason or in consequence of any subsidence resulting from the works of the Company by this Act authorised shall be borne by the Company :

- (10) In executing the works by this Act authorised and in carrying out any removal or alteration of or interference with any apparatus of the board the Company shall not interrupt the continuous supply of water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the board proper and sufficient substituted apparatus :
- (11) If any interruption in the supply of water by the board shall without their written authority be in any way occasioned by the execution or failure of any of the works authorised by this Act or required by this section or by reason of any act or omission of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall pay to the board for the use and benefit of the board by way of liquidated damages the sum of ten pounds for every hour during which such interruption shall continue Provided that the Company shall not be liable to make any such payment in respect of the failure of any work required by this section which shall have been carried out by the board :
- (12) The Company shall make good all damage done by them to any apparatus of the board in the execution of the works by this Act authorised and shall indemnify the board in respect of any actions claims or demands arising out of any interference by the Company with any such apparatus :
- (13) If any difference shall arise under this section (other than a difference as to the construction or meaning of the said section) between the board or their engineer and the Company or their

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engineer the same shall be referred to and determined by an engineer to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such reference.

For further protection of London Midland and Scottish Railway Company.

20. The London Midland and Scottish Railway Company shall have and be entitled to the same rights powers and privileges in respect of the Widening No. 2 of the Company's Chesterfield and Lincoln Railway and the Widening No. 3 of the Company's Manchester and Sheffield Railway respectively as they now have or are entitled to in respect of the respective portions of railway to be widened.

Confirmation of agreement with Nottinghamshire County Council.

21. The agreement made the fifth day of March one thousand nine hundred and twenty-five between the Company of the one part and the county council of the administrative county of Nottingham of the other part as set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirmation of agreement with Scunthorpe and Frodingham Urban District Council.

22. The agreement made the second day of April one thousand nine hundred and twenty-five between the Company of the one part and the urban district council of Scunthorpe and Frodingham of the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Power to Company to make further works.

23. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and in accordance with the levels so shown) the works in this section described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say):—

In the west riding of the county of York.

The Company may in the parish of Thurgoland construct a road commencing in Roper House Lane 2 chains east of the level crossing of that lane by the Company's Manchester and Sheffield

Railway and terminating by a junction with the said lane opposite the Thurgoland Wire Mills; and they may stop up and discontinue in the said parish—

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(a) so much of the said Roper House Lane as lies between the north side of the said level crossing and a point $9\frac{1}{2}$ chains south-west thereof;

(b) so much of the footpath leading from Rumtickle to Huthwaite Hall as lies between points respectively measured along the said footpath $3\frac{1}{2}$ chains north and 5 chains south of the Company's Thurgoland tunnel; and

(c) so much of the footpath leading from Thurgoland to Huthwaite Hall as lies between points respectively measured along the said footpath $2\frac{1}{2}$ chains north-east and $3\frac{3}{4}$ chains south-west of the said tunnel.

The Company may in the city of Sheffield divert in a north-easterly direction so much of the road known as Soap House Lane as lies between Furnace Lane and a point $36\frac{1}{2}$ chains south-east thereof and may stop up and discontinue Soap House Lane between the said points.

The Company may in the city of Sheffield stop up and discontinue so much of the footpath crossing the Company's Sheffield and Nottingham Railway on the level immediately north-west of their Woodhouse Station as lies between points respectively $1\frac{1}{2}$ chains north-east and 1 chain south-west of the said railway and may divert the same over the Company's footbridge at Woodhouse Station.

The Company may in the city of Sheffield extend the bridge carrying Furnace Lane over the said Sheffield and Nottingham Railway near Woodhouse Station by making an additional opening thereunder at each end thereof.

The Company may in the parish of Brampton Bierlow stop up and discontinue so much of Knoll Beck Lane as crosses the Elsecar Branch Railway of the Company on the level.

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For protection of
Sheffield
Corpora-
tion.

24. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the lord mayor aldermen and citizens of the city of Sheffield (in this section referred to as "the corporation") shall except so far as shall be otherwise agreed in writing between the Company and the corporation under their respective common seals apply and have effect (that is to say):—

- (1) The footpath crossing the Company's Sheffield and Nottingham Railway on the level immediately north-west of their Woodhouse Station shall not be diverted otherwise than in the position indicated by a red line between the letters "A" "B" and "C" shown on a plan signed in duplicate by Alfred James Brickwell on behalf of the Company and by Walton John Hadfield on behalf of the corporation (in this section referred to as "the signed plan") and when the Company shall have constructed the diverted footpath and opened the same for public use they may stop up and discontinue so much of the existing footpath as lies between the points marked A and C on the signed plan. Until the diversion has taken place the said railway where it is crossed by the existing footpath on the level shall not be widened:
- (2) The footpath to be made in pursuance of subsection (1) of this section shall be made to the reasonable satisfaction of the corporation and in accordance with plans and sections reasonably approved by them and shall at all times be open to the public use and the portion thereof between the points B and D on the signed plan shall be maintained by the Company to the reasonable satisfaction of the corporation and the portions thereof between the points A and B and C and D on the signed plan shall be maintained by the corporation and the Company shall repay to them the reasonable cost of so doing:
- (3) Any sewers water mains and other works situate in that part of Soap House Lane which is stopped up and discontinued by the Company shall remain the property of the corporation who shall at all times have reasonable access thereto

for the purpose of repairing renewing and using the same : A.D. 1925.

- (4) The Company shall not divert or interfere with any sewers water mains or other works of the corporation except in a manner reasonably approved by them and shall pay to the corporation compensation for any injury or damage done by the Company to such sewers mains or works :
- (5) Any difference which may arise between the corporation and the Company under this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

25. 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 for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

Power to
Company
to acquire
lands.

In the county of Lincoln (Parts of Lindsey)—

Lands in the urban district of Scunthorpe and Frodingham bounded on the north partly by Dawes Lane and partly by the private sidings leading to the ironstone quarries to the north of the said lane on the south-east by the Company's Barnsley and Barnetby Railway and on the south-west by the Company's North Lindsey Light Railway.

In the west riding of the county of York—

Lands in the city of Sheffield adjoining and on the north side of the Company's Sheffield and Nottingham Railway being parts of the premises known as Nos. 376 378 380 382 386 388 390 392 394 396 398 400 402 404 406 408 410 and 412 main road.

Lands in the parish of Thurgoland on the east side of and adjoining the River Don and on both

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sides of and adjoining the Company's Manchester and Sheffield Railway.

Lands in the city of Sheffield—

(a) On the north-east side of and adjoining the Company's Sheffield and Nottingham Railway at Woodhouse Station and extending between points respectively 9 chains north-west and $2\frac{1}{4}$ chains south-east of the footbridge at the said station; and

(b) on the south-west side of the said railway extending between points respectively 6 chains and $\frac{3}{4}$ chain north-west of the said footbridge.

Period for completion of new railways.

26. If the new railways are not completed within the period expiring on the first day of October one thousand nine hundred and thirty then on the expiration of that period the powers by this Act granted to the Company for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing penalty if new railways not opened within period limited.

27. If the Company fail within the period limited by this Act to complete the new railways and open the same for public traffic they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway in respect of which such penalty has been incurred.

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.

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 Minister of Transport that the Company were prevented from completing or opening the new 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.

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28. 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 new railway in respect of which the penalty has been incurred 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 such new railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

Application
of penalty.

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 or the new railway in respect of which the penalty has been incurred or any part thereof has been abandoned 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.

29. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railways shown on the deposited sections thereof in accordance with the

Power to
deviate in
construc-
tion of
works.

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provisions of the Railways Clauses Consolidation Act 1845 and may deviate from the levels of any of the said works (other than the railways) shown on the deposited sections thereof to any extent not exceeding five feet upwards or downwards but not so as to increase the rate of inclination of any new or diverted road as shown on the said sections.

Inclination
of roads.

30. In altering for the purposes of this Act the road numbered on the deposited plans 4 in the borough of Glossop the Company may make the same of any inclination not steeper than one in eight.

As to
bridges on
widening.

31. The Company may make the arches of the bridges for carrying the widening and alteration and the widenings by this Act authorised 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 and may make the roadway over the bridges by which any roads will be carried over the widenings and alterations and widenings of such width between the fences thereof as the Company think fit not being less than the width between the fences of the roadway over the bridges by which such roads are respectively carried over the existing railway.

Power to
stop up
certain
streets and
roads.

32. Subject to the provisions of this Act the Company may stop up and cause to be discontinued as a street or road so much of the streets and roads referred to in the following table as is situate within the limits of deviation shown upon the deposited plans (that is to say) :—

Work.	Area.	Number of Street or Road on Plan.
Railway No. 4 -	Urban district of Scunthorpe and Frodingham	59
Railway No. 5 -	Urban district of Scunthorpe and Frodingham	98
Widening and Alteration No. 1.	City of London	14

Power to
divert and
stop up

33. Subject to the provisions of this Act the Company may divert the roads and footpaths referred to in the following table in the manner shown upon the

deposited plans and sections and may stop up and cause to be discontinued as a road or footpath so much of any 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) :—

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—
roads and
footpaths.

Work.	Area.	Number of Road or Footpath on Plan.
Railway No. 3 - -	Parish of Scotton - -	22
Railway No. 4 - -	Urban district of Scun- thorpe and Frodingham	61 68
Railways Nos. 4 and 5	Urban district of Scun- thorpe and Frodingham	77

34. 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 railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient. Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such road highway or approach.

Repair of
roads
where level
not per-
manently
altered.

35. 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) :—

Under-
pinning of
houses near
works.

(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

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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 Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (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 loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (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 the requirements of and in the mode prescribed by the arbitrator the Company

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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 section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section 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.

36. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

Stopping up roads and footpaths without providing substitute.

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

37. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath

Stopping up roads and foot-

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—
paths in
case of
diversion.

and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath 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 or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

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

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

For pro-
tection of
Postmaster-
General.

38. Notwithstanding the stopping up of Station Road in the urban district of Scunthorpe and Frodingham or any part thereof under the provisions of this Act the Postmaster-General shall continue to have the same powers and rights in regard to any telegraphic line of the Postmaster-General which is in under upon over along or across the site of the said road as if the same had not been stopped up Provided that if the Company desire to alter any such telegraphic line the provisions of section 7 of the Telegraph Act 1878 shall thereupon apply in all respects as if the Company were "undertakers" within the meaning of that Act The

expression "telegraphic line" in this section has the same meaning as in the Telegraph Act 1878. A.D. 1925.

39. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question. Further provision as to repair of roads and footpaths.

40. Subject to the provisions of this Act all private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. As to private rights of way over lands acquired compulsorily.

41. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway river canal navigation watercourse drain dyke or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but they may acquire such easements and rights in over or under any such railway river canal watercourse drain dyke or sewer as they may require for making maintaining working and using any such work 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. Power to acquire easements compulsorily in certain cases.

42. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by Owners may be required

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—
to sell
parts only
of certain
properties.

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 specified in the Third 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 tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

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- (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

A.D. 1925.

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.

Period for
com-
pulsory
purchase
of lands.

43. The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and twenty-eight.

Power to
certain
owners to
grant ease-
ments &c.

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

Power to
enter upon
property
for survey
and
valuation.

45. The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

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

A.D. 1925.
—
Costs of
arbitration
&c. in cer-
tain cases.

47. In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-four if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which

Compensa-
tion in
case of
recently
altered
buildings.

A.D. 1925. — in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition of such lands by the Company.

Confirma-
tion of
purchase of
lands by
Company.

48. The Company may hold use and appropriate for the purposes of their undertaking the lands and premises described in the Fourth Schedule to this Act which have already been acquired by them and the expenditure of money by the Company or by any company whose undertaking now forms part of the undertaking of the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed.

Confirma-
tion of
purchase of
lands by
Great
Western
Committee.

49. The Great Western Committee may hold use and appropriate for the purposes of their undertaking the following lands and premises which have already been acquired by them and the expenditure of money by the Great Western Committee in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say) :—

In the county of Buckingham—

Lands in the parish of Great and Little Kimble in the rural district of Wycombe known as No. 4 Icknield Cottages.

Confirma-
tion of
purchase of
lands by
two com-
mittees.

50. The two committees may hold use and appropriate for the purposes of their undertaking the following lands and premises which have already been acquired by them and the expenditure of money by the two committees in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say) :—

In the county of Buckingham—

Lands in the borough of Aylesbury—

(a) At the south-west end of Great Western Street adjoining Aylesbury Station Yard;

(b) On the north side of and adjoining the railway of the two committees extending

between points respectively $3\frac{3}{4}$ chains west and $4\frac{3}{4}$ chains east of the signal box west of Aylesbury Station and to a distance of 3 chains north of that signal box including the bed of the stream. A.D. 1925

51.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street* as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street. As to private street expenses in certain cases.

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban or rural authority as the case may be shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban or rural authority as the case may be less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

A.D. 1925.

(5) This section shall not apply to any street existing at the passing of this Act.

(6) The provisions of this section shall also apply and extend to the two committees and the Great Western Committee as if those committees respectively had been referred to in this section instead of the Company.

Extension
of time for
compulsory
purchase of
lands.

52. The periods now limited by the Acts mentioned in the first column of the Fifth Schedule to this Act for the compulsory purchase of the lands referred to in the second column of that schedule and authorised to be acquired by the Acts respectively referred to in the third column of that schedule are hereby extended until the first day of October one thousand nine hundred and twenty-eight 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
completion
of works.

53. The periods now limited by the Acts mentioned in the first column of the Sixth Schedule to this Act for the completion of the works described in the second column of that schedule and authorised by the Acts respectively mentioned in the third column of that schedule are hereby extended until the first day of October one thousand nine hundred and thirty and the said Acts shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Acts for the completion thereof respectively.

Abandon-
ment of
Peak Forest
Tramway.

54. The Company may abandon and discontinue their Peak Forest Tramway extending from Chinley to Dove Holes and may hold sell or dispose of or apply to the purposes of their undertaking the site and soil of any part of the said tramway so abandoned and discontinued.

Agree-
ments with
authorities
and owners
as to works.

55.—(1) The Company and the local and road authorities of any area in which any part of the Peak Forest Tramway to be abandoned is situate and any body or person being the owner lessee or occupier or otherwise interested in any land adjoining or near thereto may enter into and carry into effect agreements with reference to the removal construction alteration maintenance and repair by the contracting parties or any of them of embankments cuttings bridges level

crossings roads conduits drains fences and accommodation works in over under or adjoining the said tramway and as to contributions by such authorities bodies and persons towards the cost thereof and any such agreement may provide for the transfer to and vesting in any such authority body or person of any of such works or the liability for the maintenance thereof.

A.D. 1925.

(2) The making of any such contribution by a local or road authority shall be deemed to be a purpose for which under the provisions of any general Act relating to the powers of such authority they may incur expenditure and any such authority may raise in like manner as money may be raised under the provisions of any such general Act the moneys necessary for the purpose of any such contribution as aforesaid.

(3) If any work executed by a local or road authority in pursuance of any agreement made under the provisions of this section 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 such local or road authority were "undertakers" within the meaning of the said Act.

56. The provisions of section 48 (Removal of stranded or sunk vessels) of the North Eastern Railway Act 1911 shall extend and apply to all the docks and shipping places now belonging to the Company or to the Company jointly with any other company or to any committee on which the Company are now represented and to any approaches to any such docks and shipping places Provided that the provisions of the said section shall not be exercised within the area of the jurisdiction of the Port of London Authority without their consent.

Removal of stranded or sunk vessels.

57. Nothing in this Act shall have effect so as to prejudice any powers or duties of the Receiver of Wreck under Part IX. of the Merchant Shipping Act 1894.

Saving for Receiver of Wreck.

58. Where any request (including a transfer equivalent to a request) purporting to be made to the Company in pursuance of subsection (3) (a) of section 32 (Scottish stockholders and Scottish trusts) of the Scheme of 1922 contains or is accompanied by a declaration in the form prescribed by the Company that the trust to which the

As to notice of trusts subject to law of Scotland.

A.D. 1925. request relates is subject to the law of Scotland the Company and all transferees of the stock to which the request relates shall for all purposes be entitled to assume that such trust is so subject.

Transfers of Company's stock need not be under seal.

59. Notwithstanding any law custom or usage to the contrary any form of transfer or power of attorney authorising the transfer of any stock of the Company shall be deemed to be sufficiently executed by a party thereto being an individual if duly signed by him and attested by two credible witnesses.

Additional capital.

60. The Company may raise by the creation and issue of new stock such additional capital as they shall think necessary not exceeding one million four hundred thousand pounds and the Company may create and issue such new stock either wholly or partially as ordinary stock or wholly or partially as preference stock as they may think fit Provided that notwithstanding anything contained in the Companies Clauses Act 1863 any such preference stock may bear such rate of dividend as the directors of the Company determine at the time or times of the creation or issue thereof.

New preference stock may rank with original stock.

61. The Company may by the resolution creating or authorising the creation of any new preference stock under the powers of this Act determine that such new preference stock shall form part of or rank pari passu with any of the then existing preference stocks of the Company but any such new preference stock may bear such rate of dividend as the directors of the Company at the time of the creation or issue thereof determine.

Disposal of new stock.

62. The Company may in issuing any new stock under the powers of this Act dispose of the same at such times to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company.

Power to cancel unissued stock.

63. If the Company after having created any new stock in respect of such additional capital determine not to issue the whole of the stock created they may cancel the unissued stock and may from time to time thereafter create and issue instead thereof other new stock of an aggregate amount not exceeding the aggregate amount of the stock so cancelled.

64. The Company may in respect of the additional capital which they are by this Act authorised to raise borrow on mortgage of their undertaking any sums not exceeding in the whole one-half of the amount of the additional capital by this Act authorised and of such sums the Company may borrow from time to time any sum or sums not exceeding in the whole one-half part of the amount of the said additional capital which at the time has been actually issued and accepted but no part thereof shall be borrowed until a sum equal to one-half of the stock so issued and accepted has been paid in respect thereof and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 before he so certifies that such stock is held by the persons to whom the same was issued or their executors administrators successors or assigns and that the said sum has been bona fide paid in respect thereof Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

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Power to
borrow.

65. Every provision in any Act or scheme having the force of an Act of Parliament passed prior to the passing of this Act whereby the Company are authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Appoint-
ment of
receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

66. The Company may create and issue debenture stock subject to the provisions of Part III. of the

Debenture
stock.

A.D. 1925. — Companies Clauses Act 1863 and section 25 (Debenture stock) of the Scheme of 1922.

Application of capital.

67. All moneys raised by the Company under this Act whether by the issue of stock or by borrowing shall be applied only to purposes to which capital is properly applicable.

Interest on money advanced beyond calls.

68. Nothing in this Act shall prevent the Company from paying such interest on money advanced beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 but save as aforesaid no interest or dividend shall be paid out of any capital moneys of the Company.

Power to Company to apply funds.

69. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for any purpose to which they are by any existing Act made specially applicable.

Deposits for future Bills not to be paid out of capital.

70. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

71. Except as otherwise expressly provided nothing in this Act contained shall exempt the Company or any committee upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing 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 authorised to be taken by the said company and committees respectively.

Crown rights.

72. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises

the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands without the consent in writing of the Commissioners of Crown Lands on behalf of His Majesty first had and obtained for that purpose which consent the said Commissioners are hereby authorised to give. A.D. 1925.

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

A.D. 1925. The SCHEDULES referred to in the foregoing Act.

STAMP.

THE FIRST SCHEDULE.

Ten
Shillings.

AN AGREEMENT made the fifth day of March one thousand nine hundred and twenty-five between THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Railway Company") of the one part and THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF NOTTINGHAM (hereinafter called "the Council") of the other part.

WHEREAS the Bolsover Colliery Company Limited are about to open their Thoresby Colliery in the parish of Edwinstowe in the county of Nottingham and are anxious to obtain railway facilities as early as possible :

And whereas the Railway Company propose to seek power in a Bill to be deposited by them in Parliament for the construction of a branch railway from a point on their existing railway near Edwinstowe Station in the parish of Edwinstowe aforesaid to the said colliery which said branch railway will pass beneath the highway known as the Ollerton-Mansfield main road at or near a point in the parish of Edwinstowe aforesaid shown on the plan annexed hereto :

And whereas the Railway Company claim (either of their own right or by agreement with the several owners of the hereditaments adjacent to and bordering on the said highway) in so far as touches this agreement the rights of private owners of the sub-soil of the said highway :

And whereas the Council are the authority having the control of the said highway and are responsible for the maintenance thereof And the Railway Company for the reasons above mentioned desire to proceed without delay with the construction of the said branch railway between their said railway and the said colliery and have requested the Council in anticipation of statutory power for the construction of the said branch railway being obtained in the said Bill to afford the Railway Company the necessary facilities for the immediate construction of such branch railway so far as the same affects the said highway and accordingly have applied to the Council for permission and licence as such highway authority to construct and place the said branch line under the surface of the said highway and for that purpose to excavate and construct a tunnel or cutting and bridge in such manner and of such strength and dimensions and in such position as hereinafter are more particularly mentioned and the Council

have agreed so far as they lawfully can do so but not further or otherwise to permit the execution of the said works upon the terms and conditions contained in this agreement :

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Now it is hereby agreed between the parties hereto as follows :—

1. That in consideration of the annual and other sums of money to be paid to the Council and of the undertakings and agreements on the part of the Railway Company hereinafter mentioned the Council so far as they can do so as such highway authority as aforesaid but not further or otherwise Hereby grant unto the Railway Company permission leave and licence to cut through and remove the sub-soil of the said highway leading from Ollerton to Mansfield between the points and lines shown in red on the plan hereunto annexed and marked " X X " and " Z Z " and to construct the bridge hereinafter mentioned.

2. That in consideration of the licence by the Council as aforesaid the Railway Company for themselves their successors and assigns hereby covenant and agree with the Council as follows :—

(a) That they will with all expedition and skill remove the sub-soil of the said highway between the points and lines aforesaid and in place of the sub-soil construct a bridge of a length sufficient to safely carry the said highway there and of a width of forty feet between the parapets thereof and of a strength to take the standard loading of the Ministry of Transport for such a bridge The bridge shall be constructed in such manner and position and of such materials as are shown or indicated in the plan hereunto annexed and thereon coloured red and in the general drawings and sections and the specifications and figured details written thereon which have been signed on behalf of the Railway Company and the Council :

New bridge.

(b) The work hereby authorised shall be executed and completed to the entire satisfaction of the county surveyor and in such a manner also as will not cause unreasonable inconvenience to the public user of the highway and also reserving a right to the county surveyor to prescribe such variations and additions to the said plans as he may think desirable and particularly sufficient and effective provision shall be made to the satisfaction of the county surveyor by such temporary bridge or otherwise as he may determine to enable the foot and vehicular traffic along the said highway to proceed without interruption or alternatively if the county surveyor shall so determine the work hereby authorised shall be carried out in such a manner as will at all times during the progress thereof enable the public safely to

Temporary road watching and lighting.

A.D. 1925.

pass and re-pass and to use one-half of the highway as it now exists and the consent in writing of the surveyor to the county council shall be obtained to the method proposed to be adopted prior to the work being commenced :

Road on
bridge.

(c) To make adequate provision for the proper watching and lighting of the highway during the execution of any works executed and authorised under this agreement :

Cost of
surfacing by
Council.

(d) To reconstruct the said highway and the approaches to the said bridge in all respects to the satisfaction of the county surveyor and of such materials and at such level as may be prescribed by him and generally to make and complete the surface of the highway over the bridge and the approaches thereto as it at present exists :

(e) To permit the Council if they so desire to reconstruct the final crust or surface of the highway over the said bridge and the approaches thereto and to pay to the Council in respect of such reconstruction by them a sum equal to six shillings per square yard of such surface or such greater amount as may be entailed such payment to be made within one month of the completion of the work hereby authorised :

Repairs to
bridge.

(f) At all times after the completion of the works authorised by and during the continuance of this agreement to keep the said bridge in complete and efficient repair and condition and to permit the county surveyor and any other agents or employees of the Council at all times to enter upon the said branch line and bridge and examine the state and condition thereof and at the expense of the Railway Company to make good all defects and wants of repair or alteration of which notice in writing shall be given by the Council to the Railway Company and which shall not have been made good by the Railway Company within one month after the giving of such notice or sooner if it shall in the opinion of the county surveyor be requisite in the interests of the public :

Costs of
maintenance.

(g) To pay to the Council on the first day of January in each year during the continuance of this agreement the sum of six pounds towards the cost of the repair and maintenance of so much of the highway as lies on the said bridge and the approaches thereto :

Removal of
bridge.

(h) That upon the determination of this agreement as provided by clause 4 hereof the Railway Company shall upon the request of the Council remove the said bridge and reinstate the sub-soil or otherwise fill in with suitable materials in the place thereof to afford support to the said highway and generally restore the said highway and sub-soil as nearly as possible to its present state and condition and during the progress of the work of

restoration to observe the same stipulations and agree- .A.D. 1925.
ments as are made applicable in relation to the original
construction and execution of the work hereby
authorised :
—

(i) If at any time during the continuance of this agreement
the Council shall determine to widen alter or in any other
manner vary the existing highway over the said bridge or
on either side thereof the Railway Company shall at
their own cost alter and adapt the said bridge in such
a manner as will in the opinion of the Council make the
same adequate for the purpose of receiving the traffic
passing along and over the highway and the said bridge
and if the Council shall so require the Company shall at
their own expense and to the satisfaction of the Council
widen or otherwise alter the bridge or the levels thereof :

(j) That the Railway Company shall not without the consent Not to
in writing under the seal of the Council or under the assign.
hand of their clerk assign or otherwise part with the
benefits of this agreement.

(k) That the Railway Company will at all times hereafter Indemnity.
save harmless and keep indemnified the Council against
any action matter claim or demand whatsoever and any
costs incurred by the Council in respect of the same
arising out of or in connection with the permission leave
or licence hereby granted or in respect of any works act
matter or thing executed done or permitted by the
Railway Company under this agreement or otherwise
howsoever.

3. The Railway Company further undertake and agree that Cost of
all works to be executed by them under the provisions hereof works and
shall be done at the sole cost of the Railway Company and shall approval of
be executed and done to the reasonable satisfaction and approval county
of the county surveyor whose decision on such matters shall be surveyor.
final and binding on the Railway Company.

4. That in consideration of the premises the Railway Railway
Company covenant and agree with the Council that they the Company's
Railway Company will not (except pursuant to Act of Parliament) obligations.
at any time during the continuance of this agreement or at any
time thereafter acquire or seek to acquire by agreement prescrip-
tion or otherwise an easement or right to use the branch line or
passage under the said bridge or any extension thereof and that
they will (except as aforesaid) on the first day of January in each
year whilst the said branch line or passage under the said bridge
remains or is open pay to the Council the sum of five shillings as
an acknowledgment of the continuing rights of the Council of
whatsoever nature whether under this agreement or otherwise.

5. And it is hereby further mutually agreed and declared Determina-
that in the event of the said branch line ceasing to be regularly tion of
agreement,

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used in connection with the said colliery for a period of two years or if the Railway Company commit any breach of their obligations thereunder this agreement may be determined and put an end to by either party on giving to the other six months' notice in writing.

Arbitration.

6. And it is hereby further agreed and declared that if any question or difference shall arise between the parties hereto touching these presents or the construction thereof or the duties and obligations of the Railway Company hereunder (except as to matters to be decided by the county surveyor of the Council under clauses 2 and 3 hereof) the same shall be referred to some competent arbitrator to be named failing agreement by the President for the time being of the Institution of Civil Engineers. The arbitrator from time to time acting under these presents shall have all the powers conferred on a single arbitrator by the Arbitration Act 1889 or any statutory modification thereof. And further that the entire costs of the Council in relation to any arbitration shall be borne by the Railway Company.

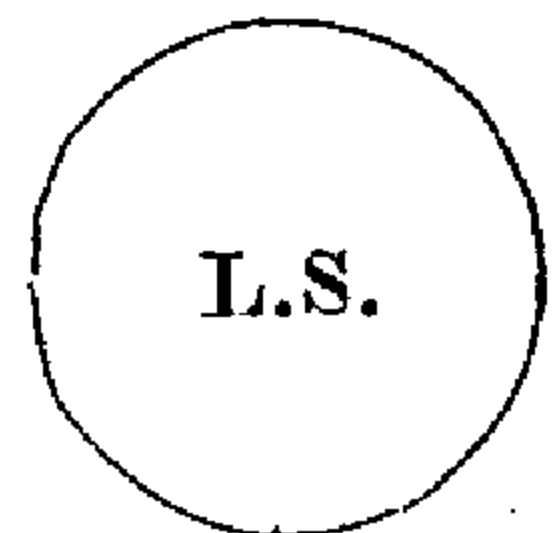
7. And it is hereby further agreed that if the Bill proposed to be deposited in Parliament by the Railway Company is so framed as to provide for the carrying out of the terms of this agreement the Council will not offer any opposition thereto.

8. The legal and other costs of and incident to this agreement and the settlement of the appropriate clause in the Bill shall be borne and paid by the Railway Company.

9. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from this agreement.

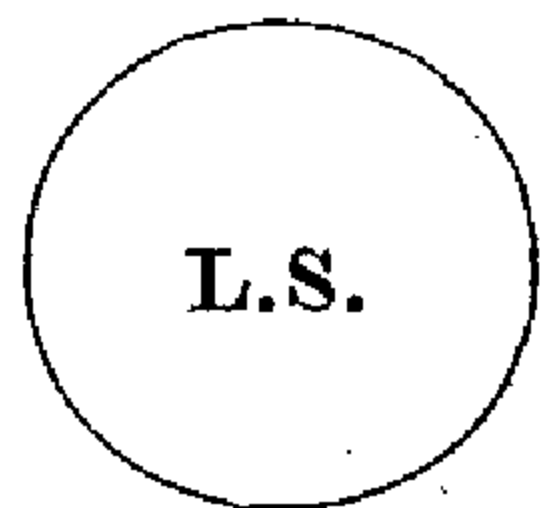
As witness the respective common seals of the Railway Company and the Council the day and year first before written.

The common seal of the London and North Eastern Railway Company was hereunto affixed in the presence of—



G. F. THURSTON
Joint Secretary.

The common seal of the above-named Council was hereunto affixed in the presence of—



L. O. TRIVETT
Member of the County Council.

TWEEDALE MEABY
Clerk of the Nottinghamshire
County Council.

THE SECOND SCHEDULE.

A.D. 1925.

AN AGREEMENT made the second day of April one thousand nine hundred and twenty-five between THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and THE URBAN DISTRICT COUNCIL OF SCUNTHORPE AND FRODINGHAM (hereinafter called "the Council") of the other part.

STAMP.

Ten
shillings.

WHEREAS the Company are promoting a Bill (hereinafter referred to as "the intended Act") now pending in Parliament whereby it is proposed (inter alia) to empower the Company to construct Railways Nos. 4 and 5 at Frodingham and in connection therewith to divert a portion of Station Road (the substituted road being hereinafter called "the diverted road") and to carry the diverted road over the said Railways Nos. 4 and 5 and over the Company's existing railway :

And whereas in consideration of the support of the Council to the application for the said Bill the Company have agreed to modify their scheme as hereinafter appears :

Now it is hereby agreed and declared by and between the parties hereto as follows :—

1. The Company will give to the Council one month's notice of their intention to commence the construction of the said Railways Nos. 4 and 5 and the diverted road and if required by the Council by notice given by the Council to the Company within two months after the receipt by the Council of such notice from the Company will construct the diverted road of such width between the fences not exceeding sixty feet as the Council may by such notice require and make such minor adjustment within the limits of deviation shown on the deposited plan at the northern termination of the diverted road as the Council may consider reasonably necessary to meet the convenience of the traffic and the Company will also if so required by the Council by notice as aforesaid alter the position of and extend the diverted road at its southern end to make a junction with Brigg Road at the point shown on the plan annexed hereto whereon the altered and extended road is distinguished by a red line.

2. The Company shall not be required to make the diverted road of any greater width than forty-five feet between the fences or to alter the position and extent of the diverted road at its southern end in the manner hereinbefore mentioned unless the Council shall have agreed with the Company to pay to the Company the difference between the cost of the construction of

A.D. 1925. the diverted road in accordance with the requirements of the Council and the cost to which the Company would have been put had they constructed the diverted road of a width of forty-five feet on the line shown on the deposited plan except so far as such line is modified by the minor adjustment mentioned in clause 1 hereof (the expense of which minor adjustment is to be borne by the Company) nor shall they be required to extend the diverted road further southward than is shown on the deposited plan unless and until the Council have procured the dedication to the public of the lands required for such extension.

3. The Council may also by the notice to be given by them to the Company as aforesaid require the Company when carrying out the construction of Railway No. 4 to reconstruct the bridge carrying Ashby Road over that railway and the existing railways of the Company and construct the approach roads to such bridge of such width as the notice may specify not exceeding sixty feet and the Company will thereupon make and construct such bridge and approach roads of the width specified in such notice provided that if the Council give such notice with respect to Ashby Road they shall pay the Company the difference between the cost which would have been incurred by the Company in reconstructing such bridge and constructing such approach roads of a width between the fences of forty-five feet and the cost of reconstructing the same of the width which the Council may require.

4. The said bridges on the diverted road and Ashby Road whether made of the width of forty-five feet or such increased width as the Council may require shall be constructed in such a manner as to be capable of bearing the standard loading for highway bridges as now prescribed by the Ministry of Transport.

5. The relative width of the carriageways and footpaths of the diverted road and on the new bridges and approaches at Ashby Road and on roads Nos. 1 and 2 proposed to be authorised by the intended Act shall be such as the Council may reasonably require and the said carriageways and footpaths shall not be constructed of water-bound macadam but shall be constructed and completed (including the junctions thereof with existing roads) to the reasonable satisfaction of the Council.

6. On the completion of the works hereinbefore mentioned the Company will be responsible for the maintenance of the structure embankments earthworks retaining walls fence walls and other fences of the bridges and the Council will be responsible for the repair and maintenance of the surfaces of the roads over and on the approaches to the said bridges.

7. Notwithstanding anything contained in the intended Act or shown upon the deposited plans the bridge for carrying Railway No. 3 proposed by the intended Act over Burringham Road which is numbered on the deposited plans 7 in the urban district of

A.D. 1925.
—

Scunthorpe and Frodingham shall be constructed with a span of not less than forty feet and a headway of not less than eighteen feet and the bridge for carrying the said Railway No. 3 over Common Lane which is numbered on the deposited plans 17 in the said urban district shall be constructed with a span of not less than thirty feet and the bridge for carrying the diverted road over Alexander Road shall be constructed with a span of not less than thirty-six feet.

8. The Company in the construction of the diverted road and any new roads constructed by them under the powers of the intended Act will at their own expense provide satisfactory means for dealing with the surface water drainage of such roads and shall also at the like expense make reasonably sufficient provision by means of such ducts or ways in the said bridges for carrying thereover any existing water gas or electricity main or any existing sewers or drains and will divert such of the water gas or electricity mains or the sewers or drains interfered with or affected by the construction of the diverted road as the Council may require to be diverted into the ducts or ways so provided in the diverted road.

9. The bridge whereby Brumby Wood Lane will be carried over the said Railway No. 3 shall be so constructed as to be capable of carrying the standard loading for highway bridges as now prescribed by the Ministry of Transport.

10. The Company shall purchase the land shown on the plan hereto annexed by a pink colour and shall thereon provide an occupation road twelve feet in width and upon the provision of such occupation road may close the existing footpath from Oswald Road to Frodingham Footpath and divert the same along the said occupation road.

The said land coloured pink on the said plan shall be dedicated to the use of the public and the Council shall be at liberty at any time thereafter at their discretion to declare the said land to be a highway repairable by the inhabitants at large but the Company shall not be liable to pay for or contribute towards the construction making up sewerage channelling or paving of the said land as and for a public road.

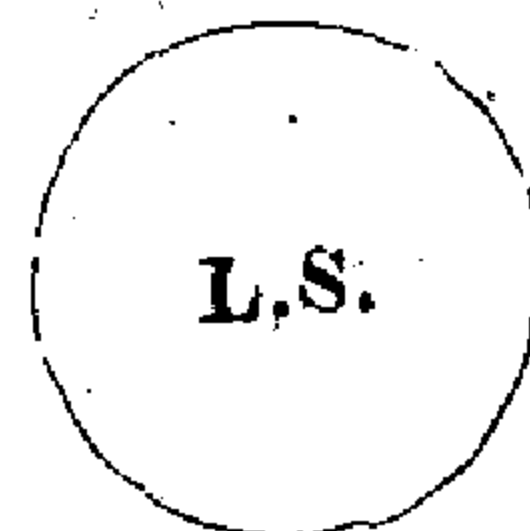
11. Any difference arising between the parties hereto touching this agreement or anything contained herein shall be determined by a single arbitrator to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers and subject thereto the Arbitration Act 1889 or any statutory modification thereof shall apply.

12. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from this agreement.

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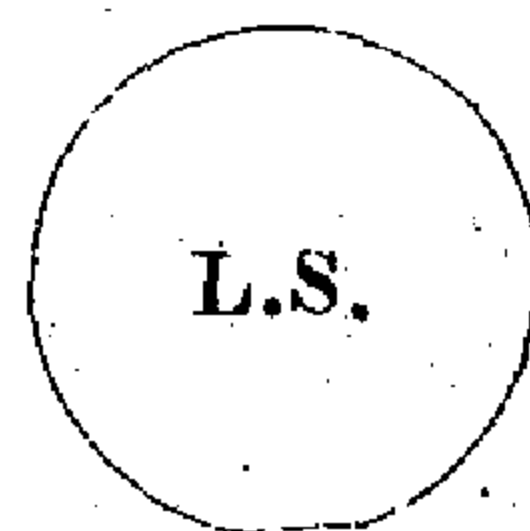
In witness whereof the Company and the Council have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the London and North Eastern Railway Company was hereunto affixed in the presence of—



P. J. DOWSETT
Assistant Secretary.

The common seal of the urban district council of Scunthorpe and Frodingham was hereunto affixed in the presence of—



WALTER S. LIDDALE
Chairman.

J. F. AULD
Clerk.

THE THIRD SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN COMPULSORILY.

Area.	Nos. on deposited Plans.	Descriptions of Property in Book of Reference.
		RAILWAY No. 3.
Parish of Messingham -	34	Orchard and kitchen garden.
Parish of Bottesford -	16	Dwelling-house outbuildings and land.
	17	Orchard and land.
	23	Blacksmith's shop pigsties and land.
	24	Garden.
	26	Dwelling-house farm buildings fold yard and garden.

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Area.	Nos. on deposited Plans.	Descriptions of Property in Book of Reference.
Urban district of Scunthorpe and Frodingham.	6	Field and houses in course of erection.
	8	Field and tanks.
	9	Dwelling-house yard outbuildings and garden.
	10	Dwelling-house yard outbuildings garden and poultry houses.
	32 33 & 34	Dwelling-house garden and land.
	35	Land and shed.
	36	Dwelling-house garden and land.
	39	Motor garage.
	40	Temporary dwelling-house (hut) and garden.
	41	Temporary dwelling-house (hut) and land.
	42	Dwelling-house garden garage and land.
	43	Garden and tool shed.

RAILWAY NO. 6.

Parish of South Normanton.	3	Sewage works and stream.
Parish of Blackwell -	5	Land and siding.
	11	Land and sidings.
	12	Colliery works and premises.

WIDENING AND ALTERATION NO. 1.

City of London - -	2	Public house (the Cheshire Cheese) yard and outbuildings.
	3	Factory offices yard outbuildings and cellars.
	16	Railway goods and parcels depôt and railway (Aldgate to Mark Lane) under.

DIVERSION OF ROAD AND FOOTPATH EXTENSION OF BRIDGE AND ADDITIONAL LANDS AT WOODHOUSE.

City of Sheffield -	14	Dwelling-house garden and outbuildings.
	20	Approach road to field.
	21	Garden.
	22	Road.

A.D. 1925.

Area.	Nos. on deposited Plans.	Descriptions of Property in Book of Reference.
ADDITIONAL LANDS AT DARNALL.		
City of Sheffield	27	Garden.
	28	Garden and shed.
	29	Garden.
	30 & 31	Garden and shed.
	32	Garden.
	33	Garden and shed.
	34	Garden and greenhouse.
	35	Gardens.
	36	Garden and fowlhouse.
	37	Garden fowl-run and shed.
	38 39 &	Garden.
	40	
	41	Gardens outbuildings and water-closets.
42	Garden and greenhouse.	

THE FOURTH SCHEDULE.

DESCRIBING LANDS THE ACQUISITION OF WHICH BY THE COMPANY IS CONFIRMED.

In the county of Cumberland :—

Lands in the parish of Kirkandrews Middle in the rural district of Longtown on the east side of and adjoining the Company's Carlisle and Edinburgh Railway and extending for a distance of 37 chains north of the engine shed at Longtown Station.

Lands in the parishes of Kirkandrews Nether Kirkandrews Middle and Arthuret in the said rural district on both sides of and adjoining the Company's Gretna Branch Railway.

In the county of Derby :—

Lands in the parish of Killamarsh in the rural district of Chesterfield on the east side of and adjoining the Company's railway between Sheffield and Nottingham south of Sheffield Road.

In the county of East Suffolk :—

A.D. 1925.

Lands in the parish of Herringfleet in the rural district of Mutford and Lothingland on the east side of and adjoining the Company's railway between Beccles and Yarmouth west of Hill House.

In the county of Essex :—

Lands in the parish of Aldham in the rural district of Lexden and Winstree on the west side of and adjoining the Company's railway between London and Colchester north-east of Marks Tey Station.

In the county of Flint :—

Lands in the parish of Hawarden in the rural district of Hawarden on the south-east side of and adjoining the Company's railway between Chester and Connahs Quay from Wrexham Junction to Chester Junction.

Lands in the parish of Sealand in the rural district of Hawarden on the north side of and adjoining the Company's said railway east of Welsh Road Halt.

In the county of the Isle of Ely :—

Lands in the urban district of Chatteris on the west side of and adjoining the Company's railway between St. Ives and March north of Chatteris Station.

In the county of Lancaster :—

Lands in the urban district of Audenshaw on the south side of and adjoining the Company's railway between Manchester and Penistone between Audenshaw Road and Hanover Street South.

In the county of Leicester :—

Lands in the parishes of Birstall and Beaumont Leys in the rural district of Barrow-upon-Soar on the west side of and adjoining the Company's Belgrave and Birstall Station.

In the county of Lincoln (Parts of Lindsey) :—

Lands in the urban district of Scunthorpe and Frodingham on the south side of and adjoining the Company's railway between Doncaster and Barnetby east of Dawes Lane level crossing.

In the county of Norfolk :—

Lands in the city of Norwich known as No. 11 Thorpe Road.
Lands in the county borough of Great Yarmouth on the north-east side of and adjoining the Company's goods yard at Great Yarmouth South Town Station.

A.D. 1925. In the county of Nottingham :—

Lands in the parish of Bole in the rural district of Misterton on the west side of and adjoining the Company's railway between Sheffield and Gainsborough at Bole Ferry.

Lands in the urban district of Kirkby-in-Ashfield on the north side of and adjoining the Company's railway between Nottingham and Sheffield between Ammesley Tunnel and Hollinwell and Ammesley Station.

In the Soke of Peterborough :—

Lands in the city of Peterborough known as Nos. 311 313 315 317 319 321 and 323 Walpole Street.

In the county of Stafford :—

Lands in the borough of Stafford on the north-west side of and adjoining the Company's Stafford Common Station.

In the west riding of the county of York :—

Lands in the urban district of Dodworth on the south side of the Company's Barnsley Branch north-east of Dodworth Station.

Lands in the parish of Wortley in the rural district of Wortley on the south-west side of and adjoining the Company's railway between Penistone and Sheffield north of Oughty Bridge Station.

Lands in the urban district of Penistone on the north-east side of and adjoining the Company's railway between Penistone and Sheffield south-east of Willow Bridge Junction.

Lands in the city of Sheffield (a) on the south-east side of and adjoining the Company's railway between Sheffield and Rotherham north-west of Tinsley Locks and (b) on the east side of and adjoining the Company's railway from Neepsend to Sheffield and adjoining the north side of Rutland Road.

Lands in the city of Bradford known as Nos. 20 22 24 30 32 34 36 and 38 Kaye Street.

Lands in the city of Wakefield on the north-east side of and adjoining the Company's railway between Wakefield and Doncaster and adjoining the west side of Barnsley Road.

Lands in the parish of Thurgoland in the rural district of Penistone situate on both sides of and adjoining the Company's railway between Penistone and Sheffield and comprising Huthwaite Hall Farm.

In the east riding of the county of York :—

Lands in the county borough of Kingston-upon-Hull situate north of and abutting on Greenfield Lane and west of and abutting on Poorhouse Lane.

THE FIFTH SCHEDULE.

A.D. 1925.

LANDS THE TIME FOR COMPULSORY PURCHASE OF WHICH
IS EXTENDED.

Act limiting Time for Purchase of Lands.	Lands.	Act by which Lands authorised to be acquired.
Great Northern Railway Act 1922.	Lands required for the purposes of or in connection with Devia- tion Railways Nos. 1 and 2 at Wood Green.	Great Northern Railway Act 1914.
Great Northern Railway Act 1922.	Lands required for the purposes of or in connection with rail- way from Waltham to Colster- worth.	Great Northern Railway Act 1920.
London and North Eastern Railway Act 1923.	Lands required for the purposes of or in connection with widen- ing of Darlington and Saltburn Railway.	} North Eastern Railway Act 1913.
London and North Eastern Railway Act 1923.	Lands at Kirkleatham and Red- car (now borough of Redcar).	
London and North Eastern Railway Act 1923.	Lands forming the site of part of the Durham and Sunderland Railway and of the Haswell Branch.	
London and North Eastern Railway Act 1923.	Lands required for the purposes of or in connection with widen- ing and alteration of Newcastle and Berwick Railway.	North Eastern Railway Act 1914.
London and North Eastern Railway Act 1923.	Lands required for the purposes of or in connection with Rail- ways Nos. 3 and 4 at Loversall and Rossington.	North Eastern Railway Act 1913.
London and North Eastern Railway Act 1923.	Lands required for the purposes of or in connection with Rail- ways Nos. 4 and 5 at Tickhill Styrrup and Harworth.	North Eastern Railway Act 1914.

[Ch. lii.]

*London and North [15 & 16 GEO. 5.]
Eastern Railway Act, 1925.*

A.D. 1925.

THE SIXTH SCHEDULE.

**WORKS THE TIME FOR COMPLETION OF WHICH IS
EXTENDED.**

Act limiting Time for Completion of Railways and Works.	Work.	Act by which Works authorised.
Great Northern Railway Act 1920.	Railway from Waltham to Colsterworth.	Great Northern Railway Act 1920.
Great Northern Railway Act 1922.	Deviation Railways Nos. 1 and 2 at Wood Green.	Great Northern Railway Act 1914.

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