



Great Northern London Cemetery Act 1976

CHAPTER xxvii

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ELIZABETH II



1976 CHAPTER xxvii

An Act to confirm an agreement between the Great Northern London Cemetery Company and New Southgate Cemetery and Crematorium Limited for the reorganisation and future administration of the cemetery administered by the first-mentioned company under the Great Northern London Cemetery Acts 1855 to 1968; to confer powers on the second-mentioned company with respect to the said cemetery; to authorise the first-mentioned company to dispose of surplus lands; and for other purposes. [12th October 1976]

WHEREAS—

(1) The Great Northern London Cemetery Company (hereinafter called "the Company") was incorporated by the Great Northern London Cemetery Act 1855 and, under the powers of 1855 c. clix. that Act, purchased lands formerly in the urban district of East Barnet, in the county of Hertford, and now in the London

borough of Barnet (hereinafter called "the borough") and constructed a cemetery (hereinafter called "the cemetery") on a portion of the said lands:

1876 c. ccxvii.
1896 c. xxxix.
1953 c. xii.

(2) Further provisions were made with regard to the cemetery and further powers were conferred on the Company by the Great Northern London Cemetery Act 1876 and the Great Northern London Cemetery Act 1896, and the Company was empowered, by the Great Northern London Cemetery (Crematorium) Act 1953 to erect and maintain and has erected, within the cemetery, a crematorium for the burning of human remains:

(3) The cemetery is situated on that portion of the lands purchased by the Company under the said Act of 1855 which lies on the east side of Brunswick Park Road in the borough:

1961 c. xiii.
1968 c. xxvii.

(4) The remainder of such lands lie on the west side of the said Brunswick Park Road and have been sold by the Company in pursuance of powers conferred upon it by the Great Northern London Cemetery Company Act 1961 and the Great Northern London Cemetery Company Act 1968:

(5) The revenues of the Company have been insufficient to meet the constantly increasing cost of providing a proper standard of maintenance in the cemetery which is too large for future requirements and it is consequently expedient that the cemetery should be reorganised in the light of these requirements:

(6) The Company has entered into an agreement dated 22nd October, 1975, with New Southgate Cemetery and Crematorium Limited (hereinafter called "New Southgate"), a company formed for the purpose, inter alia, of carrying on a cemetery and crematorium, under which, subject to the sanction of Parliament, the Company will sell or transfer as the case may be to New Southgate the cemetery and other assets (other than the lands described in Schedule 2 hereto (hereinafter referred to as "the surplus lands")) and transfer to New Southgate all moneys held by it and to be applied towards the maintenance and improvement of the cemetery in pursuance of section 5 of the Great Northern London Cemetery Company Act 1968 and such of the moneys held by it for the maintenance of graves and memorials:

(7) It is expedient and in the public interest that the said agreement should be confirmed and that the Company should be relieved of the obligations imposed on it by the Great Northern London Cemetery Acts 1855 to 1968 and that such powers and obligations of the Company under the said Acts as are hereinafter referred to should be transferred to New Southgate:

(8) It is expedient that New Southgate should have such further powers in respect of the cemetery (other than the surplus lands) as are hereinafter contained:

(9) Portions of the cemetery (including the portions described in Part I of Schedule 2 hereto and hereinafter referred to as "the pink lands") have not been used for the burial of human remains and, owing to the increasing use of cremation for the disposal of human remains, there is more land in the cemetery than will be required for or in connection with the burial of the dead:

(10) A part of that portion of the cemetery described in Part II of the said Schedule and hereinafter referred to as "the blue land" was formerly used for the burial of human remains in common graves, since when the surface of that part of the blue land has been raised to a level which may make impracticable the removal of human remains therefrom and the Company is minded to dispose of the same as an open space or for such other purpose as may in the future become practicable:

(11) That part of the cemetery described in Part III of the said Schedule and hereinafter referred to as "the green land" has been used for the burial of human remains but no such burial has taken place therein since approximately 1914 and the Company has by giving public notice of its proposal to remove such human remains, notified the next of kin of persons who have been buried in the green land.

(12) It is expedient that the Company should be authorised to dispose of the pink, blue and green lands free from restriction as hereinafter provided:

(13) It is expedient that the other provisions contained in this Act should be enacted:

(14) The objects of this Act cannot be attained without the authority of Parliament:

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

PART I

PRELIMINARY

1. This Act may be cited as the Great Northern London Short title. Cemetery Act 1976.

PART I
—*cont.*
Interpretation.

2.—(1) In this Act, unless the context otherwise requires—

“borough” means the London borough of Barnet;

“cemetery” means the cemetery constructed by the Company under the powers conferred on it by the Great Northern London Cemetery Act 1855 and administered by it under the Great Northern London Cemetery Acts 1855 to 1968;

“Company” means the Great Northern London Cemetery Company;

“crematorium” means the crematorium authorised by the Great Northern London Cemetery (Crematorium) Act 1953;

“local authority” has the same meaning as in the Local Government Act 1972;

“New Southgate” means New Southgate Cemetery and Crematorium Limited;

“scheduled agreement” means the agreement referred to in section 4 (Confirmation of agreement) of this Act;

“signed plan” means the plan signed in triplicate by the Right Honourable the Earl of Listowel, P.C., G.C.M.G., the chairman of the Committees of the House of Lords to whom the Bill for this Act was referred, one copy of which has been deposited at each of the following offices:—

(a) the office of the Clerk of the Parliaments, House of Lords;

(b) the Private Bill Office of the House of Commons;
and

(c) the office of the Company;

“surplus lands” means the lands described in Schedule 2 hereto and coloured respectively pink, blue and green on the signed plan;

“transferred land” means the cemetery other than the surplus lands.

(2) If there be any discrepancy between Schedule 2 to this Act and the signed plan the signed plan shall prevail.

Incorporation
of Cemeteries
Clauses Act
1847.
1847 c. 65.

3. The provisions of the Cemeteries Clauses Act 1847 (except sections VI to VIII) so far as they are applicable for the purposes of, and are not inconsistent with, the provisions of this Act are hereby incorporated with and form part of this Act:

Provided that—

PART I
—cont.

(a) in construing the provisions so incorporated the expression “the special Act” shall mean this Act and the expression “the Company” shall mean New Southgate; and

(b) in the application of the said provisions to New Southgate and to the cemetery—

(i) section XVI shall have effect as if there were included therein a reference to the crematorium;

(ii) section XXXVII shall have effect as if the power to appoint servants for the care and use of the cemetery included power to appoint servants for the care and use of the crematorium;

(iii) section LIX shall have effect as if in addition to the references therein to the cemetery there were included references to the crematorium:

Provided also that any regulations for burials in the cemetery made by New Southgate by virtue of section XXXVIII of the said Act shall not be of any force until approved under the hand and seal of the bishop of the diocese.

PART II

CONFIRMATION OF AGREEMENT

4. The agreement dated 22nd October, 1975, and made Confirmation between the Company of the one part and New Southgate of of agreement. the other part, a copy of which is set forth in Schedule 1 to this Act, is hereby confirmed and made binding on the parties thereto.

5. As from the commencement of this Act, section 4 (Power to Powers of establish crematorium) and section 5 (Saving for coroners) of New South- the Great Northern London Cemetery (Crematorium) Act gate with 1953 shall be read and have effect as if for the references therein respect to crematorium. to the Company there were substituted references to New 1953 c. xii. Southgate.

6. All moneys, shares and investments received by New As to Southgate from the Company under the scheduled agreement, maintenance including such moneys, shares and investments for the time of transferred being subject to the provisions of section 5 (2) of the Great land. Northern London Cemetery Act 1968, shall be applied by New 1968 c. xxvii. Southgate towards the maintenance and improvement of the transferred land.

PART II
—cont.

Saving of existing obligations and rights.

7. On and after completion of the scheduled agreement all agreements, conveyances, contracts, deeds and other instruments entered into or made with or by the Company which relate to the transferred land or any part or parts thereof and which are in force on the passing of this Act shall be as binding and of as full force and effect in every respect against and in favour of New Southgate and may be enforced as fully and effectually as if, instead of the Company, New Southgate had been a party thereto or bound thereby or entitled to the benefit thereof.

PART III

POWERS OF NEW SOUTHGATE

Extension of power to maintain transferred land.

8.—(1) The powers of New Southgate in relation to the transferred land shall include power—

- (a) to put, and keep, in order any memorial therein;
- (b) to level any grave therein;
- (c) to remove the whole or any part of a memorial therein;
- (d) to alter the position of any such memorial;
- (e) to lay out the whole or any part or parts thereof as an open space.

(2) Before exercising a power conferred by paragraph (b), (c), (d) or (e) of the foregoing subsection New Southgate shall—

- (a) publish a notice of its intention to do so in each of two consecutive weeks in a local newspaper circulating in the borough, with an interval between the dates of publication of not less than six clear days;
- (b) display a notice thereof in conspicuous positions on the transferred land; and
- (c) serve a notice thereof upon the owner of the grave, or upon a relative of a deceased person whose remains are interred therein, if after reasonable enquiry the name and address of such owner or relative can be ascertained.

(3) Each of the notices shall—

- (a) contain brief particulars of New Southgate's proposals, and specify an address at which full particulars of the proposals can be obtained, unless the brief particulars are of proposals incapable of further statement;
- (b) specify the date on which it is intended that New Southgate will begin to carry out the proposals, which shall not be earlier than three months after the date of the later of the two publications, or than three months after the date on which the notice on the transferred land

is first displayed, or, where notice is required to be served, than three months after the date of service whichever is the latest; and

(c) state the effect of the next following subsection.

(4) If notice of objection to a proposal, and of the ground thereof, is given to New Southgate before the date specified under paragraph (b) of the last foregoing subsection, that proposal shall not be carried out without the consent of the Secretary of State unless the notice is withdrawn.

(5) New Southgate may put to such use as it thinks appropriate or destroy, any memorial removed under this section, unless it is claimed and removed by the person claiming it or some person acting on his behalf within three months after the date of the earlier of the two publications of the notice required by paragraph (a) of subsection (2) of this section, or, where notice has been served under paragraph (c) thereof, after the date of such service, whichever is the later.

(6) Where a memorial is removed by New Southgate under subsection (1)(c) of this section, New Southgate may, and shall if so requested by the person entitled to it or some person acting on his behalf, erect at its own expense a memorial in substitution therefor.

(7) New Southgate shall cause a record to be made of each memorial taken from the transferred land under this section containing—

(a) a copy of any inscription on it; and

(b) if it is intended to preserve the memorial, a statement showing where it has been taken to;

and shall deposit a copy of the record with the Registrar General.

(8) (a) Nothing in the foregoing provisions of this section shall relieve New Southgate from any obligation to which it is subject to obtain for any work a faculty or licence of a consistory court.

(b) Subsections (2) to (4) of this section shall not have effect in relation to any work for which New Southgate obtains such a faculty or licence; and subsection (5) thereof shall not have effect in relation to any memorial for whose removal such faculty or licence was obtained.

(9) In this section and in section 10 (For protection of Commonwealth War Graves Commission) of this Act—

“grave” includes a grave space;

“memorial” means any object erected, placed or planted for the commemoration of the dead, and includes any wall, kerb or railing protecting, enclosing or marking a grave or memorial.

PART III
—cont.Miscellaneous
powers.

9. New Southgate shall have power, in relation to the transferred land, or any part or parts thereof—

- (1) to enter into covenants against building thereon;
- (2) to dispose of the same to a local authority for use as an open space.

For protection
of Common-
wealth War
Graves
Commission.

10.—(1) In this section—

- “the Commission” means the Commonwealth War Graves Commission;
- “Commonwealth war burial” means a burial of any officer or man of the naval, military or air forces of His Majesty fallen in the war of 1914 to 1921 or in the war of 1939 to 1947;
- “Commonwealth war grave” means a grave in which any such burial has taken place; and
- “German war burial” means a burial of any German national who died in civil internment in the United Kingdom during the war of 1914 to 1921.

(2) New Southgate shall—

- (a) not later than the date upon which a notice required to be published under paragraph (a) of subsection (2) of section 8 (Extension of power to maintain transferred land) of this Act is first published in a newspaper circulating in the borough serve upon the Commission a copy of any notice which New Southgate is required to publish pursuant to the said section 8;
- (b) give written notice to the Commission of its intention to exercise the power conferred by paragraph (a) of subsection (1) of the said section 8 in relation to a memorial maintained by the Commission;
- (c) give written notification to the Commission of its intention to apply for a faculty or licence of a consistory court for the purposes of exercising a power conferred by paragraph (a), (b), (c), (d) or (e) of subsection (1) of the said section 8;

and in any such case shall have due regard to any written representations made by the Commission and if the Commission shall object to any proposal within a period of three months from the service of the notice or the giving of notification as the case may be, the provisions of subsection (4) of section 8 of this Act shall apply.

(3) New Southgate shall not in pursuance of the powers of the said section 8 remove any memorial placed or erected over any Commonwealth war grave unless it has first given to the Commission satisfactory assurances in writing in regard to all or such of

the following matters as the Commission considers appropriate, namely:—

PART III
—cont.

- (a) that no other memorial shall be placed or erected over such grave;
- (b) that any Commonwealth war burial in such grave shall at all times be protected from interference or disturbance otherwise than interference or disturbance authorised by a licence granted by the Secretary of State or authorised by a faculty or licence of a consistory court after prior notification to the Commission of the application for any such licence or faculty;
- (c) that in the case of any headstone placed or erected by the Commission over any such grave such memorial shall be removed only in accordance with such arrangements and in such manner including disposal of the memorial as shall be agreed in writing between New Southgate and the Commission.

(4) If a Commonwealth war burial would be affected by a consent given by the Secretary of State under subsection (4) of the said section 8 New Southgate shall, not later than the date on which the matter is referred to the Secretary of State, inform the Commission in writing of such reference and the Secretary of State shall consider any representations submitted to him by the Commission within a period of twenty-eight days from the date of reference to the Secretary of State.

(5) New Southgate shall, in respect of any memorial removed in pursuance of the powers contained in the said section 8 and being a memorial relating to any Commonwealth war burial, or to any German war burial, provide at its own cost a reasonable alternative site within the transferred land or elsewhere if the Commission requests and shall at its own cost re-erect the same or a reasonable alternative memorial in accordance with such arrangements as shall be agreed in writing by the Commission:

Provided that the Commission shall be entitled if it so elects to carry out the said work of removal and re-erection and the reasonable costs thereof shall be repaid to the Commission by New Southgate.

PART IV

SALE OF SURPLUS LANDS

11. Notwithstanding anything in any enactment, the Company may sell or otherwise dispose of the surplus lands or any part thereof or any easement, right or privilege of any kind over or in relation thereto. Power to sell surplus lands.

PART IV
—con).
Application
of proceeds
of sale.

12.—(1) (a) Of the net proceeds of the first sale of the surplus lands or any part thereof there shall be paid by the Company to New Southgate by way of irredeemable loan, free of interest, a sum or sums which shall be calculated in accordance with the following table:—

- (i) of so much of the net proceeds as does not exceed £100,000 a sum equal to 90 per centum;
- (ii) of so much of the net proceeds as exceeds £100,000 but does not exceed £200,000 a sum equal to 85 per centum;
- (iii) of so much of the net proceeds as exceeds £200,000 but does not exceed £300,000 a sum equal to 80 per centum;
- (iv) of so much of the net proceeds as exceeds £300,000 but does not exceed £400,000 a sum equal to 75 per centum;
- (v) of so much of the net proceeds as exceeds £400,000 but does not exceed £500,000 a sum equal to 65 per centum;
- (vi) of so much of the net proceeds as exceeds £500,000 a sum equal to 10 per centum.

(b) Of the net proceeds of any subsequent sale of part of the surplus lands there shall be paid by the Company to New Southgate by way of irredeemable loan, free of interest, a sum which shall be calculated in accordance with the rate or rates applicable under the foregoing table to such part of the aggregate net proceeds of the subsequent sale and all previous sales as is equal to the net proceeds of the subsequent sale and is the highest part of that aggregate.

(c) The proportion of the net proceeds of any sale of the surplus lands due to be paid to New Southgate hereunder shall be paid to New Southgate within three months of the net proceeds of such sale being determined in accordance with the provisions of this section.

(2)(a) All moneys received by New Southgate under the foregoing subsection together with any income arising therefrom shall be credited to a maintenance fund (hereinafter called “the maintenance fund”) which shall be applied by New Southgate towards the maintenance and improvement of the transferred land.

(b) If in any year the directors of New Southgate are of the opinion that out of the operating profits of New Southgate (which shall not include any income arising from the maintenance fund or any moneys arising from the sale or realization of any investments forming part thereof) there are sufficient moneys available to declare a dividend on the issued capital of New Southgate they may direct that such moneys shall, instead of being distributed among the shareholders of New Southgate, be paid to the Company in reduction of the loan paid to New Southgate under the foregoing subsection.

(3) In the event of any part of the transferred land ceasing to be used for the purposes of a cemetery New Southgate may and if so required by the Company shall request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator who shall, on being satisfied that such part of the transferred land has ceased to be so used, determine what moneys should be retained by New Southgate in the maintenance fund for the maintenance and improvement of the remainder of the transferred land and if on the award of the arbitrator the maintenance fund is in excess of the amount so determined New Southgate may at any time thereafter and shall, if so demanded by the Company, repay the excess to the Company.

(4) For the purposes of this section—

“ net proceeds of sale ” means the net proceeds remaining in the hands of the Company after deduction of—

(a) the costs paid by the Company under section 20 (Costs of Act) of this Act;

(b) the costs of obtaining any planning permission in respect of the surplus lands or any part thereof;

(c) the costs incurred by the Company in respect of the sale of the surplus lands or any part thereof;

(d) a sum equal to any liability of the Company to tax arising from any such sale or sales.

13.—(1) As from the passing of this Act, the surplus lands shall be freed and discharged from all trusts, uses, obligations, disabilities and restrictions whatsoever (including the legal effects of consecration) which immediately before the passing thereof attached to the surplus lands and from all other trusts, uses, obligations, disabilities and restrictions whatsoever which attached to the surplus lands or any part thereof immediately before the passing of this Act by reason of the surplus lands or any part thereof being a disused burial ground or otherwise:

Discharge of trusts and restrictions affecting surplus lands and saving for private rights.

Provided that nothing in this Act shall operate to affect prejudicially any private right or easement (not being a right in respect of a grave) over the surplus lands or any part thereof which attached thereto immediately before the passing of this Act.

(2)(a) As compensation for the loss of any rights of burial under this section the Company shall, on a claim being made to it by the registered owner of such right of burial—

(i) enter into an agreement with such owner for the exercise of such right in respect of a grave space in the transferred land to be approved by such owner; or

PART IV
—cont.

- (ii) failing such agreement as aforesaid pay to him such sum representing the value of that right as may be agreed between the Company and the owner or, in default of agreement, determined by a single arbitrator to be appointed by agreement between the parties or, in default of agreement, by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other.

(b) Any agreement entered into by the Company under subparagraph (i) of the foregoing paragraph shall be binding upon New Southgate.

Power to use
surplus lands
for other
purposes.

14. Notwithstanding anything contained in any enactment, but subject to the provisions of this Act, it shall be lawful at any time after the passing of this Act to use, deal with or dispose of the surplus lands or any part thereof for any other purpose in like manner as if no part thereof had ever been consecrated or set apart for the purpose of the burial of human remains or had ever been or formed part of a cemetery.

Removal of
human
remains.

15.—(1) Before any person erects or causes to be erected any building on—

- (a) any part of the blue land in which human remains have been interred; or
(b) any part of the green land;

(each of which parts is hereinafter referred to as “the affected land”) the Company shall remove, or cause to be removed, therefrom the remains of all deceased persons interred therein.

(2) Before proceeding to remove any such remains the Company shall—

- (a) give notice of its intention to do so by publishing a notice once in each of two successive weeks in a newspaper circulating in the borough with an interval between each publication of not less than six days;
(b) serve by registered post or the recorded delivery service on every person who appears to it after diligent enquiry to be the personal representative or next of kin of any deceased person whose remains have been interred in the affected land within the last twenty-five years a copy of such notice; and
(c) display a like notice in a conspicuous position on the affected land;

and every such notice shall have embodied in it the substance of subsections (3) to (9) of this section.

(3) At any time within two months after the first publication of such notice, any person who is a personal representative or relative of any deceased person whose remains are interred in the affected land may give notice in writing to the Company of his intention to undertake the removal of such remains and thereupon he shall be at liberty, within two months from the date of such last-mentioned notice, to cause such remains to be removed to, and reinterred in, any other burial ground or cemetery in which burials may legally take place (but in the case of a churchyard only with the consent of the incumbent of the benefice concerned) or to be removed to and cremated in any crematorium.

(4) If any person giving such notice as aforesaid fails to satisfy the Company that he is such personal representative or relative as he claims to be, the question shall be determined on the application of either party in a summary manner by the Barnet County Court who shall have power to make an order specifying who shall remove the remains and as to the payment of the costs of the application.

(5) The expenses of a removal and reinterment or cremation shall be defrayed by the Company.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Company in respect of the remains of any deceased person, or if, after such notice has been given the person giving it or, as the case may be, the person specified in any order made under subsection (4) of this section fails to comply with a provision of this section, the Company may remove the remains of the deceased person and cause them to be cremated in the crematorium and placed in the garden of remembrance in the transferred land.

(7) Upon any removal of remains from any part of the affected land, the Company shall deposit with the Registrar General a certificate of removal and reinterment or cremation giving the dates of removal and reinterment or cremation respectively, identifying the place from which the remains were removed and the place in which they were reinterred or cremated, and showing the particulars of each removal separately.

(8) All tombstones relating to the remains of any deceased person removed under this section shall, at the expense of the Company, be removed and re-erected at the place of reinterment or cremation of such remains, or at such place as the said county court may direct on the application (if any) of such personal representative or relative as aforesaid or, failing such application, on the application of the Company, and the Company shall cause a record to be made of each tombstone taken from the affected land under this section, containing—

(a) a copy of the inscription on it; and

PART IV
—cont.

(b) if it is intended to preserve the tombstone a statement naming the place to which it has been taken; and shall deposit a copy of the record with the Registrar General:

Provided that in the case of a tombstone in respect of which no application is made by such personal representative or relative as aforesaid it shall not be necessary to re-erect the tombstone if the Company considers that, by reason of its ruinous condition, it is unsuitable for re-erection and any such tombstone shall be broken up and may be disposed of in such manner as the Company may direct.

(9) The removal of the remains of any deceased person under this section shall be carried out in accordance with any directions that may be given by the Secretary of State.

(10) For the purposes of this section the expression “the Company” shall mean the Company or the owner in whom the blue land or the green land as the case may be is for the time being vested.

For further protection of Commonwealth War Graves Commission.

16.—(1) In this section—

“the Commission” and “Commonwealth war grave” have the meanings assigned to them respectively in section 10 (For protection of Commonwealth War Graves Commission) of this Act.

(2) No human remains in the Commonwealth war grave in the blue land shall be interfered with or disturbed except after two months’ prior notification to the Commission and New Southgate will comply with all reasonable requirements of the Commission as to the removal of such remains and their reinterment or cremation.

(3) If before the expiration of two months from the giving of notification to the Commission of a proposal to remove any such human remains, notice of objection thereto and of the ground thereof is given by the Commission to New Southgate, that proposal shall not be carried out without the consent of the Secretary of State unless the notice is withdrawn.

PART V

MISCELLANEOUS

Cesser of Company’s obligations.

17. Notwithstanding anything in the Great Northern London Cemetery Acts 1855 to 1968 or any other enactment the Company on completion of the sale and transfer to New Southgate of the assets comprised in the scheduled agreement shall be relieved of its obligation to maintain and operate a cemetery and crematorium on the surplus lands and transferred land.

18. Notwithstanding anything contained in any other enactment and for the avoidance of doubt as from the commencement of this Act the Company shall for the purposes of section 383 of the Companies Act 1948 be deemed to be a joint stock company.

PART V
—cont.

Company deemed to be joint stock company.
1948 c. 38.

19.—(1) The Great Northern London Cemetery Company Act 1961 and the Great Northern London Cemetery Company Act 1968 are hereby repealed.

Repeals.
1961 c. xiii.
1968 c. xvii.

(2) The remainder of the Great Northern London Cemetery Acts 1855 to 1968 (except sections 4 and 5 of the Great Northern London Cemetery (Crematorium) Act 1953) so far as not already repealed shall be repealed on and from the day on which the Company is dissolved.

1953 c. xii.

20. 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.

SCHEDULES

SCHEDULE 1

THE SCHEDULED AGREEMENT

THIS AGREEMENT is made the Twenty-second day of October One thousand nine hundred and seventy-five Between GREAT NORTHERN LONDON CEMETERY COMPANY having its registered office at 2 Broad Street Place London E.C.2 (hereinafter called "the Parent Company") of the one part and NEW SOUTHGATE CEMETERY AND CREMATORIUM LIMITED having its registered office at 2 Broad Street Place London E.C.2 (hereinafter called "the Subsidiary Company") of the other part

WHEREAS:—

(1) The Parent Company has for some years past carried on the business of a Cemetery including Crematoria at New Southgate (hereinafter called "the undertaking")

(2) The capital of the Subsidiary Company is Fifteen thousand pounds divided into 150,000 shares of 10p each

(3) It is provided by clause 1 (a) of the memorandum of association of the Subsidiary Company that one of the objects (inter alia) for which it was incorporated was to acquire part of the undertaking of the Parent Company

NOW IT IS HEREBY AGREED as follows:—

1. The Parent Company shall sell and the Subsidiary Company shall purchase the following assets of the Parent Company:—

- (a) the goodwill of the Parent Company including the exclusive right so far as the Parent Company can grant the same for the Subsidiary Company to use the name of Great Northern Cemetery and New Southgate Cemetery and to represent itself as carrying on business in succession to the Parent Company
- (b) the freehold interest owned by the Parent Company in the land more particularly described in the schedule hereto subject to the rights therein mentioned
- (c) all plant machinery furniture fixtures and fittings motor vehicles and other chattels used by the Parent Company in connection with the undertaking
- (d) all stocks of material held by the Parent Company in connection with the undertaking
- (e) the shares and investments of the Parent Company held in connection with the undertaking.

2. Possession of the assets hereby agreed to be sold shall be retained by the Parent Company until the date of actual completion of this agreement and it shall in the meantime carry on the business of the

undertaking in the same manner as heretofore so as to maintain the same as a going concern but subject to the provisions of clause 12 hereof it shall be deemed as from the said 31st day of December 1975 to be carrying on and shall henceforth carry on the same as agreed for the Subsidiary Company and shall account and be indemnified accordingly at completion.

SCH. 1
—cont.

3. The consideration shall be the sum of £15,000 to be paid at completion by the allotment to the Parent Company credited as fully paid up of 150,000 shares of 10p each in the Subsidiary Company.

4. The Subsidiary Company shall accept without requisition or objection the title of the Parent Company to all assets hereby agreed to be sold.

5. The Parent Company will convey the freehold land referred to in the schedule hereto as Beneficial Owner.

6. At completion the Parent Company shall deliver to the Subsidiary Company instruments of transfer of all assets hereby agreed to be sold usually transferred by instrument of transfer and the Subsidiary Company will enter the name of the Parent Company or its nominee in the register of members of the Subsidiary Company as the holder of the shares hereby agreed to be allotted.

7. The date for completion of this agreement shall be either the 31st December 1976 or forty-two days after the date upon which all conditions referred to in clause 12 hereof shall have been fulfilled (whichever shall be the later).

8. At completion the Subsidiary Company shall enter into a covenant with the Parent Company that it will at all times apply the moneys arising from the sale of the investments referred to in clause 1 (e) hereof and the income thereof towards the maintenance and improvement of such part of the Parent Company's undertaking as is hereby agreed to be sold to observe and perform the obligations imposed on the Parent Company under the provisions of section 5 (2) of the Great Northern London Cemetery Company Act 1968.

1968 c. xxvii.

9.—(1) At completion the Subsidiary Company will further covenant with the Parent Company that it and its successors in title will at all times discharge the obligations liabilities and duties of the Parent Company in respect of the maintenance and upkeep of individual graves and the maintenance or repair of individual memorials full details of which the Subsidiary Company hereby acknowledges it has received from the Parent Company and to indemnify and keep indemnified the Parent Company against all claims actions demands and costs arising from any breach or non-fulfilment of such obligations liabilities and duties.

(2) In consideration of the covenant contained in the foregoing sub-clause hereof the Parent Company will pay the Subsidiary Company at completion the sum of £529 being the balance of the moneys held or set aside by the Parent Company for the discharge of such obligations liabilities and duties.

SCH. 1
—cont.

10. In the conveyance to the Subsidiary Company the Subsidiary Company will covenant that within three months of completion it will erect and forever after maintain a fence not less than six feet high along the northern and southern boundaries of the land hereby agreed to be sold.

11. The Parent Company shall be entitled to retain all books of account relating to the undertaking whether or not they relate to other parts of the business of the Parent Company but the Subsidiary Company shall be entitled to have access to such books of account for the preparation of its tax returns and for all other purposes necessary or expedient in connection with the running of the business of the undertaking.

12.—(1) As soon as is reasonably practicable after the date of this agreement the Parent Company shall promote and thereafter diligently proceed with a Bill in Parliament to authorise the Parent Company to confirm this agreement and will use its best endeavours to ensure that the Bill passes into law in the year 1976. The Subsidiary Company will support the same by evidence or otherwise as circumstances may require.

(2) This agreement shall be scheduled to the Bill and shall be subject to such alterations as Parliament may think fit to make therein.

(3) If the Bill shall be rejected or shall fail to pass into law in the year 1976 then unless otherwise agreed between the Parent Company and the Subsidiary Company this agreement shall be void and of no effect.

AS WITNESS the hands of the parties hereto the day and year first before written.

THE SCHEDULE

ALL THAT freehold land situate at Brunswick Park Road in the London Borough of Barnet having an area of 18.627 hectares (45.993 acres) or thereabouts as the same is more particularly delineated for identification only on the plan signed on behalf of the parties hereto and deposited at the registered office of the Parent Company and thereon edged in red TOGETHER with the chapel and other buildings erected on some part thereof SUBJECT nevertheless to all rights of burial granted by the Parent Company therein and to all such other rights and interests of any person who is a personal representative or relative of any deceased person whose remains are interred therein or whose ashes are scattered thereon and all other trusts uses obligations disabilities and restrictions whatsoever.

SIGNED by Campbell Louis Nelson on
behalf of Great Northern London
Cemetery Company } C. L. NELSON

SIGNED by Rene Austin Harrison on behalf
of New Southgate Cemetery and
Crematorium Limited } R. A. HARRISON

SCHEDULE 2

THE SURPLUS LANDS

PART I

THE PINK LANDS

(a)

A piece of land in the London borough of Barnet (in this Schedule referred to as "the borough") extending to 4.122 hectares (10.176 acres) or thereabouts bounded on the north by land forming part of the cemetery constructed by the Great Northern London Cemetery Company (in this Schedule referred to as "the cemetery"), on the west by Brunswick Park Road, on the east by land forming part of the cemetery and on the south by land belonging to John Dale Limited.

(b)

A piece of land in the borough extending to 0.270 hectares (0.680 acres) or thereabouts bounded on the north by land belonging to Standard Telephones and Cables Limited, on the east and south by land forming part of the cemetery and on the west by Brunswick Park Road.

PART II

THE BLUE LAND

A piece of land in the borough extending to 3.28 hectares (8.09 acres) or thereabouts bounded on the north by land belonging to Standard Telephones and Cables Limited and land formerly used as a sewage works, on the east by Pymme's Brook and on the west and south by land forming part of the cemetery.

PART III

THE GREEN LAND

A rectangular piece of land in the borough extending to 0.243 hectares (0.6 acres) or thereabouts bounded on all sides by land forming part of the pink land, its centre point being 88.7 metres (97 yards) or thereabouts from Brunswick Park Road at its nearest point on the west and 172.8 metres (189 yards) or thereabouts from land belonging to John Dale Limited at its nearest point on the southern boundary of the cemetery.

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