



## CHAPTER xc.

An Act to make provision with reference to the construction of a bridge over the River Witham at Langrick Ferry in the county of Lincoln to confer powers on the Great Northern Railway Company with reference to certain footpaths and the purchase of lands to confirm the purchase of certain lands by the Great Northern and Great Eastern Joint Committee to extend the time limited for the completion of certain works and the purchase of certain lands by the Company to authorise the abandonment of certain authorised railways at Grantham to empower the Horncastle Railway Company to raise further moneys by borrowing and for other purposes.

A.D. 1905.

[11th July 1905.]

**W**HEREAS by virtue of a lease made under the powers of the Great Northern Railway Act 1846 between the company of proprietors of the Witham Navigation of the one part and the Great Northern Railway Company (in this Act called "the Company") of the other part and bearing date the twenty-second day of January one thousand eight hundred and fifty the Company are the lessees of the said navigation which includes the River Witham for a term of nine hundred and ninety-nine years from the twenty-eighth day of June one thousand eight hundred and forty-six:

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c. lxxi.

And whereas the county councils of the administrative counties of the parts of Lindsey and the parts of Holland in Lincolnshire contemplate the construction of a bridge over the



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And whereas the county councils of the administrative counties of the parts of Lindsey and the parts of Holland in Lincolnshire contemplate the construction of a bridge over the

A.D. 1905. River Witham at Langrick Ferry where the river divides the  
— said parts of Lindsey from the said parts of Holland :

And whereas it is provided by section 138 of the Great Northern Railway Act 1846 that the Company shall at all times during the continuance of the said lease maintain and keep the navigation of the said River Witham and the Haling Path thereof in a good state and shall not erect across the said river any fixed bridge of a less height from the surface water in the said river than the bridge then standing over the said river at Tattershall and that wherever the present Haling Path along the banks of the said river shall be interfered with by the construction of the Company's railway a new and convenient Haling Path shall be made and for ever after during the continuance of the said lease maintained by the Company of not less than ten feet in width for the use of the persons navigating the said river :

And whereas the said county councils of the administrative counties of the parts of Lindsey and the parts of Holland in Lincolnshire (hereinafter referred to as "the two county councils") have entered into the agreement with the Company of which a copy is set out in the schedule to this Act and it is expedient that the said agreement should be confirmed and effect given thereto and that provision should be made for abolishing the existing rights of ferry over the said river at Langrick Ferry upon the completion of the said new bridge as hereinafter provided :

And whereas it is expedient that the Company should be authorised—

To deal as hereinafter provided with certain ways and foot-paths in connection with their undertaking; and

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

42 & 43 Vict.  
c. cx. And whereas it is expedient that the Great Northern and Great Eastern Joint Committee constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 should be enabled to exercise the powers hereinafter referred to with reference to the lands in the parish of Saxilby-with-Ingleby in the said parts of Lindsey hereinafter described :

A.D. 1905. River Witham at Langrick Ferry where the river divides the  
— said parts of Lindsey from the said parts of Holland :

And whereas it is provided by section 138 of the Great Northern Railway Act 1846 that the Company shall at all times during the continuance of the said lease maintain and keep the navigation of the said River Witham and the Haling Path thereof in a good state and shall not erect across the said river any fixed bridge of a less height from the surface water in the said river than the bridge then standing over the said river at Tattershall and that wherever the present Haling Path along the banks of the said river shall be interfered with by the construction of the Company's railway a new and convenient Haling Path shall be made and for ever after during the continuance of the said lease maintained by the Company of not less than ten feet in width for the use of the persons navigating the said river :

And whereas the said county councils of the administrative counties of the parts of Lindsey and the parts of Holland in Lincolnshire (hereinafter referred to as "the two county councils") have entered into the agreement with the Company of which a copy is set out in the schedule to this Act and it is expedient that the said agreement should be confirmed and effect given thereto and that provision should be made for abolishing the existing rights of ferry over the said river at Langrick Ferry upon the completion of the said new bridge as hereinafter provided :

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And whereas it is expedient that the time limited by the Great Northern Railway Act 1902 (hereinafter referred to as "the Act of 1902") for the completion of the railways at Finsbury Park described in and authorised by the Great Northern Railway Act 1894 (hereinafter referred to as "the Act of 1894") and for the compulsory purchase of such of the lands required for the purposes of those railways as have not already been purchased should be further extended:

A.D. 1905.  
2 Edw. 7.  
c. cxii.  
57 & 58 Vict.  
c. lxxv.

And whereas it is expedient that the time limited by the Act of 1902 for the compulsory purchase of certain of the lands required for the purposes of the widening and improvement of the main line and station of the Company at Peterborough and the new bridge and diversion of roads at Peterborough described in and authorised by the Great Northern Railway Act 1899 (hereinafter referred to as "the Act of 1899") should be further extended:

62 & 63 Vict.  
c. ccii.

And whereas it is expedient that the time limited by the Act of 1902 for the compulsory purchase under the powers of the Act of 1899 of certain lands in the county of Middlesex and in the west riding of the county of York hereinafter referred to should be further extended:

And whereas it is expedient that the time limited by the Great Northern Railway Act 1900 (hereinafter referred to as "the Act of 1900") for the completion of the railway at New England described in and authorised by that Act should be extended:

63 & 64 Vict.  
c. cxxxix.

And whereas it is expedient that the time limited by the Great Northern Railway Act 1903 (hereinafter referred to as "the Act of 1903") for the compulsory purchase under the powers of the Act of 1900 of certain lands hereinafter mentioned should be further extended:

3 Edw. 7.  
c. cxxv.

And whereas it is expedient that the time limited by the Great Northern Railway Act 1901 (hereinafter referred to as "the Act of 1901") for the completion of the railway at Daybrook described in and authorised by that Act should be extended and that the time limited by the Great Northern Railway Act 1904 (hereinafter referred to as "the Act of 1904") for the compulsory purchase of the lands required for the purposes of that railway should be further extended:

1 Edw. 7.  
c. xxiii.

4 Edw. 7.  
c. lxxviii.

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4 Edw. 7.  
c. lxxviii.

And whereas it is expedient that the time limited by the Act of 1902 and the Act of 1903 for the compulsory purchase

A.D. 1905. of certain lands under the powers of those Acts should be further extended as hereinafter set forth:

And whereas the Company were authorised by the Act of 1900 to construct certain railways at Grantham in the parts of Kesteven in Lincolnshire described in the said Act and it is expedient that the Company should be authorised to abandon the construction of the said railways:

17 & 18 Vict. c. cxliii. And whereas the Horncastle Railway Company were incorporated by the Horncastle Railway Act 1854 for the purpose of constructing the railway thereby authorised with a capital of forty-eight thousand pounds in shares and with power to borrow any sums not exceeding thirteen thousand pounds and the said railway was completed and is now worked by the Company:

52 & 53 Vict. c. lvii. And whereas under the Regulation of Railways Act 1889 the Board of Trade ordered the Horncastle Railway Company in accordance with the powers conferred by section 1 of that Act to provide certain appliances and to execute certain works and under section 3 of the said Act the Board of Trade certified the sum of one thousand pounds as the amount which they fixed and determined as properly capital expenditure for the purpose of carrying out the said requirements and the Company accordingly raised the said money by the creation of debenture bonds ranking *pari passu* with the debenture bonds created under the said Act of 1854:

And whereas the Horncastle Railway Company have paid up and expended all the moneys which they have been so authorised to raise and they require to expend further moneys in connection with the improvement of their undertaking and it is expedient that the said company should be empowered to raise on mortgage or by bond on the security of their undertaking further moneys not exceeding two thousand pounds (amounting together with the said sums of thirteen thousand pounds and one thousand pounds to one-third part of the authorised share capital of the said company):

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

And whereas plans and sections showing the lines and levels of the works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners

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and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division hereinafter mentioned were duly deposited with the respective clerks of the peace for the counties of London Middlesex Hertford Bedford and Nottingham for the parts of Kesteven and Lindsey in Lincolnshire and for the west riding of Yorkshire and the said documents are hereinafter respectively referred to as the deposited plans sections and books of reference: A.D. 1905.

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

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

1. This Act may be cited as the Great Northern Railway Act 1905. Short title.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part II. (Extension of Time) of the Railways Clauses Act 1863.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction: Interpretation.

“Parish clerks” and “clerks of the several parishes” in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London.

4. The agreement between the Company on the one hand and the two county councils on the other hand with reference to the bridge approaches and other works therein referred to of which a copy is set out in the schedule to this Act is hereby confirmed and made binding upon the Company and the said councils. Agreement between Company and county councils as to works at Langrick Ferry.

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A.D. 1905.

So much of section 138 of the Great Northern Railway Act 1846 as relates to the height of fixed bridges from the surface of the water of the River Witham shall not apply to the bridge over the said river the subject of such agreement.

Abolition of  
Langrick  
Ferry.

5. When and so soon as the said bridge is opened for public traffic the ferry over the River Witham known as Langrick Ferry shall be abolished and all rights therein or thereover shall be extinguished.

New foot-  
path at Oak-  
leigh Park  
Station (East  
Barnet).

6. Subject to the provisions of this Act the Company may in the parish of East Barnet in the urban district of East Barnet Valley in the county of Hertford construct a new footpath in the line and according to the levels shown on the deposited plans and sections commencing in the existing footpath leading from Whetstone to East Barnet at or near the eastern end of the footbridge carrying the said footpath over the railway of the Company at the northern end of the platforms at Oakleigh Park Station and terminating in the new road leading out of the southern side of Capell Road at or near the western end thereof and known as or intended to be called Alverstone Avenue at a point therein three chains or thereabouts from the said Capell Road :

And the Company may stop up so much of the said existing footpath as lies between the point hereinbefore described as the commencement of the proposed new footpath and the point where the said footpath crosses the eastern boundary fence of the property of the Company and as is shown between the points marked A and B on the deposited plans :

Provided that such stopping up shall not take place until two justices shall have certified that the new 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 footpath is situate seven days' notice in writing of their intention to apply for the same :

As from the date of the said certificate all public rights of way over or along the said portion of existing footpath shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of

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And the Company may stop up so much of the said existing footpath as lies between the point hereinbefore described as the commencement of the proposed new footpath and the point where the said footpath crosses the eastern boundary fence of the property of the Company and as is shown between the points marked A and B on the deposited plans :

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As from the date of the said certificate all public rights of way over or along the said portion of existing footpath shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of

the said footpath stopped up under the powers of this Act and not owned by the Company so far as such site is bounded on both sides by lands of the Company. A.D. 1905.

7.—(1) The new footpath constructed in the parish of East Barnet under the powers of this Act shall be maintained and repaired by the body or person liable to maintain and repair the existing footpath for which the new footpath is substituted. Repair of  
footpath &c.  
(East  
Barnet).

(2) The Company and such body may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of the said footpath.

(3) Any such agreements shall be deemed to be purposes of the Public Acts under which such body have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

8. It shall be lawful for the Company in the parish of Idle in the city and county borough of Bradford in the west riding of the county of York to stop up so much of the footpath leading from the Leeds Road at or near its junction with Park Road to the Thackley Road otherwise Town Lane opposite or nearly opposite Blenheim Place as is shown between the points marked X and B on the signed plan referred to in the section of this Act of which the marginal note is "For protection of Bradford Corporation" and to remove the footbridge carrying the said footpath over the Shipley Branch Railway of the Company and thereupon all public rights of way over the said portion of footpath and footbridge shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of the said footpath and footbridge stopped up and removed under the powers of this Act and not owned by the Company so far as such site is bounded on both sides by lands of the Company. Stopping up  
of footpath  
and removal  
of footbridge  
at Thackley.

9. The Company in constructing the works by this Act authorised may deviate from the lines thereof shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet. Power to  
deviate in  
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7.—(1) The new footpath constructed in the parish of East Barnet under the powers of this Act shall be maintained and repaired by the body or person liable to maintain and repair the existing footpath for which the new footpath is substituted. Repair of footpath &c. (East Barnet).

(2) The Company and such body may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of the said footpath.

(3) Any such agreements shall be deemed to be purposes of the Public Acts under which such body have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

8. It shall be lawful for the Company in the parish of Idle in the city and county borough of Bradford in the west riding of the county of York to stop up so much of the footpath leading from the Leeds Road at or near its junction with Park Road to the Thackley Road otherwise Town Lane opposite or nearly opposite Blenheim Place as is shown between the points marked X and B on the signed plan referred to in the section of this Act of which the marginal note is "For protection of Bradford Corporation" and to remove the footbridge carrying the said footpath over the Shipley Branch Railway of the Company and thereupon all public rights of way over the said portion of footpath and footbridge shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of the said footpath and footbridge stopped up and removed under the powers of this Act and not owned by the Company so far as such site is bounded on both sides by lands of the Company. Stopping up of footpath and removal of footbridge at Thackley.

9. The Company in constructing the works by this Act authorised may deviate from the lines thereof shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet. Power to deviate in construction of works.

A.D. 1905.

Power to  
Company  
to purchase  
additional  
lands.

10. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement for the purposes of the works by this Act authorised and for all other purposes of their undertaking the lands hereinafter described so far as the same are delineated upon the deposited plans and described in the deposited books of reference and may hold and use for the purposes aforesaid such of those lands as have already been purchased by or on behalf of the Company and the same shall be deemed to be lands acquired under the powers of this Act (that is to say):—

IN THE COUNTY OF LONDON.

Lands in the parish and metropolitan borough of Saint Pancras bounded on the south-west by the Pancras Road on the north-west by the north-western side of Weller's Court on the north-east by Cheney Street and on the south-east by property of the Company :

Lands in the parish and metropolitan borough of Islington bounded on the west by York Road and on the south by Railway Street and comprising the properties numbered 9 to 16 (both inclusive) in Railway Street and 42 44 46 48 50 and 52 in York Road and 1 to 11 (both inclusive) in Buckingham Mews including the site of the said mews and the entrance thereto :

Lands in the parish of Saint Botolph Without Aldgate in the city of London adjoining the extension (now in course of construction) of the Royal Mint Street Goods Depôt of the Company on the northern side thereof and bounded on the west and north by property of the Great Eastern Railway Company :

Lands in the said parish of Saint Botolph Without Aldgate and also adjoining the said extension of the Royal Mint Street Goods Depôt on the northern side thereof and bounded on the north by property of the Great Eastern Railway Company.

IN THE COUNTY OF MIDDLESEX.

Lands in the parish and urban district of Finchley adjoining the East Finchley Station of the Company on the north-eastern side thereof bounded on the south-west and west

A.D. 1905.

Power to  
Company  
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10. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement for the purposes of the works by this Act authorised and for all other purposes of their undertaking the lands hereinafter described so far as the same are delineated upon the deposited plans and described in the deposited books of reference and may hold and use for the purposes aforesaid such of those lands as have already been purchased by or on behalf of the Company and the same shall be deemed to be lands acquired under the powers of this Act (that is to say):—

IN THE COUNTY OF LONDON.

Lands in the parish and metropolitan borough of Saint Pancras bounded on the south-west by the Pancras Road on the north-west by the north-western side of Weller's Court on the north-east by Cheney Street and on the south-east by property of the Company :

Lands in the parish and metropolitan borough of Islington bounded on the west by York Road and on the south by Railway Street and comprising the properties numbered 9 to 16 (both inclusive) in Railway Street and 42 44 46 48 50 and 52 in York Road and 1 to 11 (both inclusive) in Buckingham Mews including the site of the said mews and the entrance thereto :

Lands in the parish of Saint Botolph Without Aldgate in the city of London adjoining the extension (now in course of construction) of the Royal Mint Street Goods Depôt of the Company on the northern side thereof and bounded on the west and north by property of the Great Eastern Railway Company :

Lands in the said parish of Saint Botolph Without Aldgate and also adjoining the said extension of the Royal Mint Street Goods Depôt on the northern side thereof and bounded on the north by property of the Great Eastern Railway Company.

IN THE COUNTY OF MIDDLESEX.

Lands in the parish and urban district of Finchley adjoining the East Finchley Station of the Company on the north-eastern side thereof bounded on the south-west and west



by property of the Company and on the north-east by the footpath leading from the Great North Road to East End Road: A.D. 1905.

Lands in the parish and urban district of Southgate adjoining the Enfield Branch Railway of the Company on the western side thereof and lying on the northern side of Alderman's Hill and known as Old Park House:

Lands in the parish and urban district of Enfield being the lands and premises numbered 1092 1093 1071 and 1075 on the Ordnance map of Middlesex to the scale of  $\frac{1}{2500}$  published in 1896 sheets VII. 2 and II. 14 and so much of the lands numbered 1072 and 1073 on the said sheet II. 14 as the Company are not already authorised to purchase and so much of the occupation road numbered 1082 on the said sheet II. 14 as is bounded on the southern side by the said lands numbered 1075:

Lands in the said parish and urban district of Enfield being so much of the lands numbered 1209 on the said sheet VII. 2 of the said Ordnance map of Middlesex as the Company are not already authorised to purchase.

IN THE COUNTY OF HERTFORD.

Lands in the parish of Saint Peter Rural adjoining the Saint Albans Branch Railway of the Company on the southern side thereof and extending from a point about one and a half chains east of Sutton Road for a distance of about thirteen chains measured in an easterly direction.

IN THE COUNTY OF BEDFORD.

Lands in the parish of Langford adjoining the main line of the Company on the eastern side thereof extending from a point about fifteen chains north of the River Ivel for a distance of about thirteen chains measured in a northerly direction:

Lands in the parish of Tempsford adjoining the main line of the Company on the western side thereof and extending from a point about eleven chains south of the road leading from Tempsford Station to Tempsford for a distance of about sixteen chains measured in a southerly direction.

by property of the Company and on the north-east by the footpath leading from the Great North Road to East End Road: A.D. 1905.

Lands in the parish and urban district of Southgate adjoining the Enfield Branch Railway of the Company on the western side thereof and lying on the northern side of Alderman's Hill and known as Old Park House:

Lands in the parish and urban district of Enfield being the lands and premises numbered 1092 1093 1071 and 1075 on the Ordnance map of Middlesex to the scale of  $\frac{1}{2500}$  published in 1896 sheets VII. 2 and II. 14 and so much of the lands numbered 1072 and 1073 on the said sheet II. 14 as the Company are not already authorised to purchase and so much of the occupation road numbered 1082 on the said sheet II. 14 as is bounded on the southern side by the said lands numbered 1075:

Lands in the said parish and urban district of Enfield being so much of the lands numbered 1209 on the said sheet VII. 2 of the said Ordnance map of Middlesex as the Company are not already authorised to purchase.

IN THE COUNTY OF HERTFORD.

Lands in the parish of Saint Peter Rural adjoining the Saint Albans Branch Railway of the Company on the southern side thereof and extending from a point about one and a half chains east of Sutton Road for a distance of about thirteen chains measured in an easterly direction.

IN THE COUNTY OF BEDFORD.

Lands in the parish of Langford adjoining the main line of the Company on the eastern side thereof extending from a point about fifteen chains north of the River Ivel for a distance of about thirteen chains measured in a northerly direction:

Lands in the parish of Tempsford adjoining the main line of the Company on the western side thereof and extending from a point about eleven chains south of the road leading from Tempsford Station to Tempsford for a distance of about sixteen chains measured in a southerly direction.

A.D. 1905.

IN THE SOKE OF PETERBOROUGH.

Lands in the parish of Fletton Urban in the borough of Peterborough adjoining the main line and property of the Company on the western side thereof and at a distance of about one and a half chains from the centre of the said main line and bounded on the north by the London Road and extending southwards therefrom for a distance of about six chains.

IN THE PARTS OF KESTEVEN IN LINCOLNSHIRE.

Lands in the township of Greatford in the rural district of Uffington adjoining the public road leading from Greatford to Ryhall on the northern side thereof and extending from a point about three chains east of the centre of the crossing of the said road by the railway of the Company for a distance of about one chain in an easterly direction.

IN THE PARTS OF LINDSEY IN LINCOLNSHIRE.

Lands in the parish of Saint Mary-le-Wigford with Holmes Common in the city and county borough of Lincoln situated on the southern side of Saint Mary's Street and being the building and premises known as the Portland Place Primitive Methodist Chapel.

IN THE COUNTY OF NOTTINGHAM.

Lands partly in the township of Stoke Bardolph and partly in the township of Gedling in the rural district of Basford lying along the north-eastern side of Stoke Dyke and the eastern side of the Company's property and extending from a point on the south-eastern boundary fence of the sewer tunnel of the Nottingham Corporation adjoining the Nottingham and Lincoln Railway of the Midland Railway Company about two and a half chains north-east of the bridge carrying the Derbyshire and Staffordshire Railway of the company over the said Midland Railway to a point on the Stoke Dyke thirty-nine chains or thereabouts measured in a south-easterly direction along the said Dyke from the south-eastern end of the south-eastern-most culvert carrying the same under the Company's railway:

Lands in the parish and borough of Newark adjoining the main line of railway of the Company on the eastern side

A.D. 1905.

IN THE SOKE OF PETERBOROUGH.

Lands in the parish of Fletton Urban in the borough of Peterborough adjoining the main line and property of the Company on the western side thereof and at a distance of about one and a half chains from the centre of the said main line and bounded on the north by the London Road and extending southwards therefrom for a distance of about six chains.

IN THE PARTS OF KESTEVEN IN LINCOLNSHIRE.

Lands in the township of Greatford in the rural district of Uffington adjoining the public road leading from Greatford to Ryhall on the northern side thereof and extending from a point about three chains east of the centre of the crossing of the said road by the railway of the Company for a distance of about one chain in an easterly direction.

IN THE PARTS OF LINDSEY IN LINCOLNSHIRE.

Lands in the parish of Saint Mary-le-Wigford with Holmes Common in the city and county borough of Lincoln situated on the southern side of Saint Mary's Street and being the building and premises known as the Portland Place Primitive Methodist Chapel.

IN THE COUNTY OF NOTTINGHAM.

Lands partly in the township of Stoke Bardolph and partly in the township of Gedling in the rural district of Basford lying along the north-eastern side of Stoke Dyke and the eastern side of the Company's property and extending from a point on the south-eastern boundary fence of the sewer tunnel of the Nottingham Corporation adjoining the Nottingham and Lincoln Railway of the Midland Railway Company about two and a half chains north-east of the bridge carrying the Derbyshire and Staffordshire Railway of the company over the said Midland Railway to a point on the Stoke Dyke thirty-nine chains or thereabouts measured in a south-easterly direction along the said Dyke from the south-eastern end of the south-eastern-most culvert carrying the same under the Company's railway:

Lands in the parish and borough of Newark adjoining the main line of railway of the Company on the eastern side

thereof and extending from a point on the eastern boundary of the said main line about three chains south of the bridge carrying Beaconhill Road over that line for a distance of about seven chains measured in a southerly direction along the said boundary :

Lands in the parish of Gamston in the rural district of East Retford adjoining the main line of the Company on the eastern side thereof and extending from a point about five chains south of the road known as Causey Lane for a distance of about twenty-three chains measured in a southerly direction :

Lands in the said parish of Gamston adjoining the said main line on the eastern side thereof and extending from a point about nine chains north of the said road known as Causey Lane for a distance of about three chains measured in a northerly direction.

IN THE WEST RIDING OF YORKSHIRE.

Lands in the township of Beeston in the city and county borough of Leeds adjoining the West Yorkshire Railway of the Company on the eastern side thereof and extending from the Dewsbury Road for a distance of about seventeen chains measured in a northerly direction :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof and lying between points respectively about nineteen chains and twenty-two chains measured in a northerly direction from the said Dewsbury Road :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the western side thereof at Beeston Station and extending northwards from the public road known as Cross Hill crossing over the said railway at the southern end of the said station for a distance of about fifteen chains :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof lying between the said railway and Crow Nest Lane and extending southwards from the bridge carrying the said lane over the said railway for a distance of about three and a half chains :

thereof and extending from a point on the eastern boundary of the said main line about three chains south of the bridge carrying Beaconhill Road over that line for a distance of about seven chains measured in a southerly direction along the said boundary :

Lands in the parish of Gamston in the rural district of East Retford adjoining the main line of the Company on the eastern side thereof and extending from a point about five chains south of the road known as Causey Lane for a distance of about twenty-three chains measured in a southerly direction :

Lands in the said parish of Gamston adjoining the said main line on the eastern side thereof and extending from a point about nine chains north of the said road known as Causey Lane for a distance of about three chains measured in a northerly direction.

IN THE WEST RIDING OF YORKSHIRE.

Lands in the township of Beeston in the city and county borough of Leeds adjoining the West Yorkshire Railway of the Company on the eastern side thereof and extending from the Dewsbury Road for a distance of about seventeen chains measured in a northerly direction :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof and lying between points respectively about nineteen chains and twenty-two chains measured in a northerly direction from the said Dewsbury Road :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the western side thereof at Beeston Station and extending northwards from the public road known as Cross Hill crossing over the said railway at the southern end of the said station for a distance of about fifteen chains :

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof lying between the said railway and Crow Nest Lane and extending southwards from the bridge carrying the said lane over the said railway for a distance of about three and a half chains :

A.D. 1905.

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof and extending from a point about three and a half chains south of the bridge carrying the said Crow Nest Lane over the said railway for a distance of about nine chains.

Power to stop up Weller's Court and Cheney Street (Saint Pancras).

11. When and so soon as the Company shall have purchased the lands delineated on the deposited plans and described in the deposited books of reference as No. 7 in the parish and metropolitan borough of Saint Pancras it shall be lawful for the Company to stop up in the said parish and metropolitan borough Weller's Court and so much of the road known as Cheney Street Edmund Street or Upper Edmund Street as lies between Clarence Passage and the junction of the said road with the Pancras Road (being shown on the deposited plans as between the points A and B) and thereupon all public rights of way over the said court and portion of road shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of the said court and road stopped up under the powers of this Act and not owned by the Company so far as the same are bounded on both sides by lands of the Company.

As to private rights of way over lands taken compulsorily.

12. All private rights of way over any lands which shall be acquired compulsorily or over any road or footpath which shall be stopped up under the powers of this Act shall be extinguished as from the date of such acquisition or stopping up as the case may be :

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 Act 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 protection of East Barnet Valley Urban District Council.

13. The following provisions for the protection of the East Barnet Valley Urban District Council (hereinafter called "the council") shall unless with the consent of the council apply and have effect in the execution of the works at Oakleigh Park by this Act authorised:—

- (1) The Company shall not stop up the existing footpath between the points marked A and B on the deposited plans until either the new road shown on the deposited

A.D. 1905.

Lands in the said township of Beeston adjoining the said West Yorkshire Railway on the eastern side thereof and extending from a point about three and a half chains south of the bridge carrying the said Crow Nest Lane over the said railway for a distance of about nine chains.

Power to stop up Weller's Court and Cheney Street (Saint Pancras).

11. When and so soon as the Company shall have purchased the lands delineated on the deposited plans and described in the deposited books of reference as No. 7 in the parish and metropolitan borough of Saint Pancras it shall be lawful for the Company to stop up in the said parish and metropolitan borough Weller's Court and so much of the road known as Cheney Street Edmund Street or Upper Edmund Street as lies between Clarence Passage and the junction of the said road with the Pancras Road (being shown on the deposited plans as between the points A and B) and thereupon all public rights of way over the said court and portion of road shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of any portion of the said court and road stopped up under the powers of this Act and not owned by the Company so far as the same are bounded on both sides by lands of the Company.

As to private rights of way over lands taken compulsorily.

12. All private rights of way over any lands which shall be acquired compulsorily or over any road or footpath which shall be stopped up under the powers of this Act shall be extinguished as from the date of such acquisition or stopping up as the case may be :

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 Act 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 protection of East Barnet Valley Urban District Council.

13. The following provisions for the protection of the East Barnet Valley Urban District Council (hereinafter called "the council") shall unless with the consent of the council apply and have effect in the execution of the works at Oakleigh Park by this Act authorised:—

- (1) The Company shall not stop up the existing footpath between the points marked A and B on the deposited plans until either the new road shown on the deposited



plans and thereon marked Cranbrook Road shall have been completed and open to the public or the Company shall have constructed and opened to the public a new footpath along the eastern side of their property between the point marked B on the deposited plans and Capell Road : A.D. 1905.

- (2) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Repair of footpath &c. (East Barnet)" the Company shall maintain and repair the bridge for carrying the new footpath at Oakleigh Park Station by this Act authorised over their railway and works and the steps leading thereto.

14. For the protection of the mayor aldermen and citizens of the city of Bradford (hereinafter in this section called "the corporation") the following provisions shall unless with the consent of the corporation under their common seal apply and have effect (that is to say):— For protection of Bradford Corporation.

- (1) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Stopping up of footpath and removal of footbridge at Thackley" the Company shall not stop up so much of the footpath referred to in the said section as lies between Thackley Road otherwise Town Lane and the point marked X on the plan signed in duplicate by Sir Henry Kimber Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and by John Henry Cox on behalf of the corporation and by Alexander Ross on behalf of the Company (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) and they shall not stop up the remainder of the said footpath until a substituted footpath shall have been constructed between the point marked X and the point marked Z on the said plan to the satisfaction of the corporation :

- (2) Any difference arising between the corporation and the Company under this section shall be determined by an engineer to be appointed unless otherwise agreed by the Board of Trade on the application of either party after notice to the other.

plans and thereon marked Cranbrook Road shall have been completed and open to the public or the Company shall have constructed and opened to the public a new footpath along the eastern side of their property between the point marked B on the deposited plans and Capell Road : A.D. 1905.

- (2) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Repair of footpath &c. (East Barnet)" the Company shall maintain and repair the bridge for carrying the new footpath at Oakleigh Park Station by this Act authorised over their railway and works and the steps leading thereto.

14. For the protection of the mayor aldermen and citizens of the city of Bradford (hereinafter in this section called "the corporation") the following provisions shall unless with the consent of the corporation under their common seal apply and have effect (that is to say):— For protection of Bradford Corporation.

- (1) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Stopping up of footpath and removal of footbridge at Thackley" the Company shall not stop up so much of the footpath referred to in the said section as lies between Thackley Road otherwise Town Lane and the point marked X on the plan signed in duplicate by Sir Henry Kimber Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and by John Henry Cox on behalf of the corporation and by Alexander Ross on behalf of the Company (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) and they shall not stop up the remainder of the said footpath until a substituted footpath shall have been constructed between the point marked X and the point marked Z on the said plan to the satisfaction of the corporation :

- (2) Any difference arising between the corporation and the Company under this section shall be determined by an engineer to be appointed unless otherwise agreed by the Board of Trade on the application of either party after notice to the other.

A.D. 1905.

Company to  
widen Clar-  
ence Passage  
(Saint Pan-  
cras) if they  
stop up  
streets.

**15.** Notwithstanding anything in this Act or shown on the deposited plans the Company shall not stop up in the parish and metropolitan borough of Saint Pancras Weller's Court or any part of the road known as Cheney Street Edmund Street or Upper Edmund Street unless and until the Company shall have thrown into Clarence Passage sufficient land to make the same of a width of not less than thirty feet throughout.

The land so thrown into the said passage shall thereupon be deemed to form part of the highway thereof and shall be paved or made up by the Company to the reasonable satisfaction of the council of the said metropolitan borough.

If the Company shall under the powers of this Act stop up any public street or thoroughfare in the administrative county of London they shall forthwith give notice thereof in writing to the London County Council.

Company to  
widen Pan-  
cras Road.

**16.** If the Company shall acquire the lands in the metropolitan borough of Saint Pancras numbered 2 to 11 inclusive on the deposited plans for the said borough and the land between Weller's Court and Clarence Passage in the said borough and shall pull down the buildings on the said lands and the buildings between the said lands and Upper Edmund Street they shall at their own expense within one year after any such buildings have been pulled down add to Pancras Road so much of the site of any such building so pulled down as aforesaid as lies to the westward of the red line on the plan which has been signed in duplicate by the Right Honourable the Earl of Onslow the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) and when the whole of the buildings on the western side of the said red line have been pulled down and the site thereof thrown into the said road as aforesaid the Company shall to the reasonable satisfaction of the council of the said metropolitan borough roof over so much of the area of their King's Cross Hotel as lies to the westward of the said red line on the said plan and shall pave or make up to the reasonable satisfaction of the said council the surface of the said roofing and of the lands so thrown into the said road as aforesaid. Provided always that the area so roofed over and any vaults and cellars and the subsoil under the said lands shall remain the property of the Company.

A.D. 1905.

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ence Passage  
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**15.** Notwithstanding anything in this Act or shown on the deposited plans the Company shall not stop up in the parish and metropolitan borough of Saint Pancras Weller's Court or any part of the road known as Cheney Street Edmund Street or Upper Edmund Street unless and until the Company shall have thrown into Clarence Passage sufficient land to make the same of a width of not less than thirty feet throughout.

The land so thrown into the said passage shall thereupon be deemed to form part of the highway thereof and shall be paved or made up by the Company to the reasonable satisfaction of the council of the said metropolitan borough.

If the Company shall under the powers of this Act stop up any public street or thoroughfare in the administrative county of London they shall forthwith give notice thereof in writing to the London County Council.

Company to  
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**16.** If the Company shall acquire the lands in the metropolitan borough of Saint Pancras numbered 2 to 11 inclusive on the deposited plans for the said borough and the land between Weller's Court and Clarence Passage in the said borough and shall pull down the buildings on the said lands and the buildings between the said lands and Upper Edmund Street they shall at their own expense within one year after any such buildings have been pulled down add to Pancras Road so much of the site of any such building so pulled down as aforesaid as lies to the westward of the red line on the plan which has been signed in duplicate by the Right Honourable the Earl of Onslow the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords) and when the whole of the buildings on the western side of the said red line have been pulled down and the site thereof thrown into the said road as aforesaid the Company shall to the reasonable satisfaction of the council of the said metropolitan borough roof over so much of the area of their King's Cross Hotel as lies to the westward of the said red line on the said plan and shall pave or make up to the reasonable satisfaction of the said council the surface of the said roofing and of the lands so thrown into the said road as aforesaid. Provided always that the area so roofed over and any vaults and cellars and the subsoil under the said lands shall remain the property of the Company.

17. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company without the consent of the London County Council to erect any building or structure beyond the general line of buildings shown by a red line on the said plan.

A.D. 1905.  
Application  
of London  
Building  
Acts &c.

18. For the protection of the council of the metropolitan borough of Saint Pancras (in this section called "the council") the following provisions shall have effect unless otherwise agreed between the council and the Company:—

For pro-  
tection of  
metropolitan  
borough of  
Saint  
Pancras.

- (1) Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the council the Company shall not commence such works until they shall have given to the council twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and if the council shall signify their disapproval of such plan and section or particulars within twenty-one days after the service of the said plan section and particulars the Company shall not except with the consent of the council commence nor execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Company shall comply with and conform to all reasonable directions of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the council against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the council at the costs charges and expenses in all

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A.D. 1905.  
Application  
of London  
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A.D. 1905.

respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of such works of the Company shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or works or defence connected therewith shall be completed by or at the costs charges or 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 council as the sewers or works for which they are substituted :

- (2) If any difference shall arise between the council and the Company under this section the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For protection of Gas Light and Coke Company.

**19.** The provisions contained in section 26 of the Act of 1904 (For protection of Gas Light and Coke Company) are incorporated with this Act and shall extend and apply to the works by this Act authorised as if such section had been re-enacted in this Act.

Saving rights of Duchy of Lancaster.

**20.** Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy.

Period for compulsory purchase of lands.

**21.** The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

**22.** The quantity of land to be taken by the Company under the powers of this Act by agreement for the extraordinary purposes of their undertaking mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Company from any

A.D. 1905.

respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of such works of the Company shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or works or defence connected therewith shall be completed by or at the costs charges or 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 council as the sewers or works for which they are substituted :

- (2) If any difference shall arise between the council and the Company under this section the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

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Period for compulsory purchase of lands.

**21.** The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

**22.** The quantity of land to be taken by the Company under the powers of this Act by agreement for the extraordinary purposes of their undertaking mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Company from any



indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken. A.D. 1905.

**23.** 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 said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

**24.** The purchase by the Great Northern and Great Eastern Joint Committee constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 of the lands hereinafter described so far as the same are delineated upon the deposited plans and described in the deposited books of reference (viz.) :— Power to Great Northern and Great Eastern Joint Committee to hold and use certain lands.

Lands in the parish of Saxilby-with-Ingleby in the parts of Lindsey in Lincolnshire adjoining the Saxilby Station of the said joint committee on the northern side of the approach to the said station bounded on the south east and west by property of the committee and lying between the station yard and the public road leading from Saxilby to Torksey;

Lands in the said parish of Saxilby-with-Ingleby situate on the north side of the lands lastly hereinbefore described and forming the approach to the said lands from the said public road leading from Saxilby to Torksey;

is hereby sanctioned and confirmed and it shall be lawful for the said joint committee to hold and use the said lands for any of the purposes of their undertaking and the same shall be deemed to be acquired under the powers of this Act.

**25.**—(1) The time limited by the Act of 1902 for the compulsory purchase of such of the lands required for the purposes of the railways at Finsbury Park (Railways No. 1 No. 2 No. 3 No. 4 and No. 5) described in and authorised by the Act of 1894 as have not been already purchased except the lands numbered 71 72 and 73 in the parish of Islington is hereby further Extending time for completion of railways at Finsbury Park under Act of 1894 and for pur-

indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken. A.D. 1905.

**23.** 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 said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

**24.** The purchase by the Great Northern and Great Eastern Joint Committee constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 of the lands hereinafter described so far as the same are delineated upon the deposited plans and described in the deposited books of reference (viz.) :— Power to Great Northern and Great Eastern Joint Committee to hold and use certain lands.

Lands in the parish of Saxilby-with-Ingleby in the parts of Lindsey in Lincolnshire adjoining the Saxilby Station of the said joint committee on the northern side of the approach to the said station bounded on the south east and west by property of the committee and lying between the station yard and the public road leading from Saxilby to Torksey;

Lands in the said parish of Saxilby-with-Ingleby situate on the north side of the lands lastly hereinbefore described and forming the approach to the said lands from the said public road leading from Saxilby to Torksey;

is hereby sanctioned and confirmed and it shall be lawful for the said joint committee to hold and use the said lands for any of the purposes of their undertaking and the same shall be deemed to be acquired under the powers of this Act.

**25.**—(1) The time limited by the Act of 1902 for the compulsory purchase of such of the lands required for the purposes of the railways at Finsbury Park (Railways No. 1 No. 2 No. 3 No. 4 and No. 5) described in and authorised by the Act of 1894 as have not been already purchased except the lands numbered 71 72 and 73 in the parish of Islington is hereby further Extending time for completion of railways at Finsbury Park under Act of 1894 and for pur-

A.D. 1905.  
—  
chase of lands  
therefor.

extended until the third day of July one thousand nine hundred and eight and section 26 of the Act of 1894 and section 17 of the Act of 1902 shall be read and have effect accordingly.

(2) The time limited by the Act of 1894 as extended by section 14 of the Act of 1902 for the completion of the said railways at Finsbury Park is hereby further extended until the twenty-second day of July one thousand nine hundred and eight and sections 7 8 and 9 of the Act of 1894 and section 14 of the Act of 1902 shall be read and have effect accordingly.

Further ex-  
tending time  
for purchase  
of lands  
under Act of  
1899.

**26.** The periods limited by the Act of 1902 for the compulsory purchase of—

(1) Such of the lands required for the purposes of the widening and improvement of the main line and station of the Company at Peterborough and the new bridge and diversion of roads at Peterborough described in and authorised by the Act of 1899 as have not already been purchased except the lands on the east of Westwood Street and lying between the north end of Saint Leonard Street and Russell Street;

(2) The lands in the parish and rural district of South Mimms in the county of Middlesex and in the parish of East Ardsley in the urban district of Ardsley East and West in the west riding of the county of York described in section 38 of the Act of 1899;

are hereby respectively further extended until the twenty-second day of July one thousand nine hundred and eight and section 47 of the Act of 1899 and sections 18 and 19 of the Act of 1902 shall be read and have effect accordingly.

Extending  
time for com-  
pletion of  
railway at  
New Eng-  
land author-  
ised by Act  
of 1900.

**27.** The time limited by the Act of 1900 for the completion of the railway at New England (Railway No. 1) described in and authorised by that Act is hereby extended until the thirtieth day of July one thousand nine hundred and eight and sections 6 14 and 15 of the Act of 1900 shall be read and have effect accordingly.

Further ex-  
tending time  
for purchase  
of certain  
lands under  
Act of 1900.

**28.** The time limited by the Act of 1903 for the compulsory purchase of—

(A) The lands firstly thirdly fourthly and fifthly described under the heading "In the county of Nottingham—Colwick" in section 22 of the Act of 1900;

A.D. 1905. extended until the third day of July one thousand nine hundred and eight and section 26 of the Act of 1894 and section 17 of the Act of 1902 shall be read and have effect accordingly.

—  
chase of lands  
therefor.

(2) The time limited by the Act of 1894 as extended by section 14 of the Act of 1902 for the completion of the said railways at Finsbury Park is hereby further extended until the twenty-second day of July one thousand nine hundred and eight and sections 7 8 and 9 of the Act of 1894 and section 14 of the Act of 1902 shall be read and have effect accordingly.

Further ex-  
tending time  
for purchase  
of lands  
under Act of  
1899.

**26.** The periods limited by the Act of 1902 for the compulsory purchase of—

(1) Such of the lands required for the purposes of the widening and improvement of the main line and station of the Company at Peterborough and the new bridge and diversion of roads at Peterborough described in and authorised by the Act of 1899 as have not already been purchased except the lands on the east of Westwood Street and lying between the north end of Saint Leonard Street and Russell Street;

(2) The lands in the parish and rural district of South Mimms in the county of Middlesex and in the parish of East Ardsley in the urban district of Ardsley East and West in the west riding of the county of York described in section 38 of the Act of 1899;

are hereby respectively further extended until the twenty-second day of July one thousand nine hundred and eight and section 47 of the Act of 1899 and sections 18 and 19 of the Act of 1902 shall be read and have effect accordingly.

Extending  
time for com-  
pletion of  
railway at  
New Eng-  
land author-  
ised by Act  
of 1900.

**27.** The time limited by the Act of 1900 for the completion of the railway at New England (Railway No. 1) described in and authorised by that Act is hereby extended until the thirtieth day of July one thousand nine hundred and eight and sections 6 14 and 15 of the Act of 1900 shall be read and have effect accordingly.

Further ex-  
tending time  
for purchase  
of certain  
lands under  
Act of 1900.

**28.** The time limited by the Act of 1903 for the compulsory purchase of—

(A) The lands firstly thirdly fourthly and fifthly described under the heading "In the county of Nottingham—Colwick" in section 22 of the Act of 1900;

(B) The lands described under the headings "In the west riding of Yorkshire—Hunslet" in the said section 22; A.D. 1905.

(c) The lands secondly described under the headings "In the west riding of Yorkshire—Bradford" in the said section 22;

is hereby further extended until the thirtieth day of July one thousand nine hundred and eight and section 29 of the Act of 1900 and section 39 of the Act of 1903 shall be read and have effect accordingly.

**29.**—(1) The time limited by the Act of 1904 for the compulsory purchase of the lands required for the purposes of the railway at Daybrook (Railway No. 2) described in and authorised by the Act of 1901 is hereby further extended until the second day of July one thousand nine hundred and nine and section 35 of the Act of 1901 and section 32 of the Act of 1904 shall be read and have effect accordingly. Extending time for completion of railway at Daybrook under Act of 1901 and for purchase of lands therefor.

(2) The time limited by the Act of 1901 for the completion of the said railway at Daybrook is hereby extended until the second day of July one thousand nine hundred and nine and sections 10 11 and 12 of the Act of 1901 shall be read and have effect accordingly.

**30.** The time limited by the Act of 1902 for the compulsory purchase of the lands in the parish and borough of Boston in the parts of Holland in Lincolnshire described in section 7 of that Act is hereby extended until the twenty-second day of July one thousand nine hundred and eight and section 13 of the Act of 1902 shall be read and have effect accordingly. Extending time for purchase of certain lands under Act of 1902.

**31.** The time limited by the Act of 1903 for the compulsory purchase of— Extending time for purchase of certain lands under Act of 1903.

(1) The lands required for the purposes of or in connection with the railway at Doncaster (Railway No. 3) described in and authorised by that Act;

(2) The lands described in or authorised to be taken for the purposes of the works described in section 11 of that Act under the heading "Works at Boston";

is hereby extended until the twenty-first day of July one thousand nine hundred and eight and section 23 of the Act of 1903 shall be read and have effect accordingly.

(B) The lands described under the headings "In the west riding of Yorkshire—Hunslet" in the said section 22; A.D. 1905.

(c) The lands secondly described under the headings "In the west riding of Yorkshire—Bradford" in the said section 22;

is hereby further extended until the thirtieth day of July one thousand nine hundred and eight and section 29 of the Act of 1900 and section 39 of the Act of 1903 shall be read and have effect accordingly.

**29.**—(1) The time limited by the Act of 1904 for the compulsory purchase of the lands required for the purposes of the railway at Daybrook (Railway No. 2) described in and authorised by the Act of 1901 is hereby further extended until the second day of July one thousand nine hundred and nine and section 35 of the Act of 1901 and section 32 of the Act of 1904 shall be read and have effect accordingly. Extending time for completion of railway at Daybrook under Act of 1901 and for purchase of lands therefor.

(2) The time limited by the Act of 1901 for the completion of the said railway at Daybrook is hereby extended until the second day of July one thousand nine hundred and nine and sections 10 11 and 12 of the Act of 1901 shall be read and have effect accordingly.

**30.** The time limited by the Act of 1902 for the compulsory purchase of the lands in the parish and borough of Boston in the parts of Holland in Lincolnshire described in section 7 of that Act is hereby extended until the twenty-second day of July one thousand nine hundred and eight and section 13 of the Act of 1902 shall be read and have effect accordingly. Extending time for purchase of certain lands under Act of 1902.

**31.** The time limited by the Act of 1903 for the compulsory purchase of— Extending time for purchase of certain lands under Act of 1903.

(1) The lands required for the purposes of or in connection with the railway at Doncaster (Railway No. 3) described in and authorised by that Act;

(2) The lands described in or authorised to be taken for the purposes of the works described in section 11 of that Act under the heading "Works at Boston";

is hereby extended until the twenty-first day of July one thousand nine hundred and eight and section 23 of the Act of 1903 shall be read and have effect accordingly.

A.D. 1905.

Extending  
time for sale  
of certain  
superfluous  
lands.

**32.** The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

Company  
may apply  
their funds  
towards pur-  
poses of Act.

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

Abandonment  
of railways at  
Grantham  
authorised by  
Act of 1900.

**34.** The Company shall abandon the construction of the railways at Grantham (Railways (No. 2) (No. 3) (No. 4) and (No. 5)) described in and authorised by the Act of 1900.

Compensa-  
tion for dam-  
age to land  
by entry &c.  
for purposes  
of railways  
abandoned.

**35.** The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any

A.D. 1905.

Extending  
time for sale  
of certain  
superfluous  
lands.

**32.** The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

Company  
may apply  
their funds  
towards pur-  
poses of Act.

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

Abandonment  
of railways at  
Grantham  
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**34.** The Company shall abandon the construction of the railways at Grantham (Railways (No. 2) (No. 3) (No. 4) and (No. 5)) described in and authorised by the Act of 1900.

Compensa-  
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age to land  
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of railways  
abandoned.

**35.** The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any



land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1900. A.D. 1905.

**36.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof. Compensation to be made in respect of railways abandoned.

**37.** The Horncastle Railway Company may borrow on mortgage or bond (in addition to the sum of thirteen thousand pounds which they are authorised to borrow by the Horncastle Railway Act 1854 in respect of the capital of forty-eight thousand pounds by that Act authorised to be raised) any sums not exceeding in the whole two thousand pounds. Further borrowing powers to Horncastle Railway Company.

**38.** If any money is payable under this Act by the Horncastle Railway Company to a mortgagee or bondholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to that company. Receipt in case of persons not sui juris.

**39.** Section 9 of the Horncastle Railway Act 1854 with respect to the appointment of a receiver by mortgagees of the Horncastle Railway Company is hereby repealed but without prejudice to any appointment made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section. Appointment of receiver.

The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver.

land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1900. A.D. 1905.

**36.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof. Compensation to be made in respect of railways abandoned.

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The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver.

A.D. 1905.

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 two thousand pounds in the whole.

Former mortgages of Horncastle Company to have priority.

40. The principal moneys secured by all mortgages granted by the Horncastle Railway Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Application of moneys by Horncastle Company.

41. All moneys raised under this Act by the Horncastle Railway Company shall be applied to the general purposes of that company to which capital is properly applicable and not otherwise.

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

42. The Horncastle Railway Company shall not out of any money which they are by this Act authorised to raise 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 that company to construct any railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

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

Costs of Act.

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

A.D. 1905.

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Costs of Act.

44. 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.

The SCHEDULE referred to in the foregoing Act. A.D. 1905.

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AN AGREEMENT made the sixth day of June one thousand nine hundred and five between the GREAT NORTHERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF THE PARTS OF LINDSEY IN THE COUNTY OF LINCOLN (hereinafter called "the Lindsey County Council") and the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF THE PARTS OF HOLLAND IN THE COUNTY OF LINCOLN (hereinafter called "the Holland County Council") of the other part.

WHEREAS the Lindsey County Council and the Holland County Council (hereinafter jointly referred to as "the county councils") propose to construct a bridge over the River Witham at Langrick Ferry which river divides the administrative county of the parts of Lindsey and the administrative county of the parts of Holland:

And whereas by virtue of a lease bearing date the twenty-second day of January one thousand eight hundred and fifty and made under the powers of the Great Northern Railway Act 1846 between the company of proprietors of the Witham Navigation of the one part and the Company of the other part the Company are the lessees of the navigation which includes the River Witham for a term of nine hundred and ninety-nine years from the twenty-eighth day of June one thousand eight hundred and forty-six:

And whereas it was provided by section 138 of the Great Northern Railway Act 1846 that the Company should at all times during the continuance of the said lease maintain and keep the navigation of the said River Witham and the Haling Path thereof in a good state and should not erect across the said river any fixed bridge of a less height from the surface water in the said river than the bridge then standing over the said river at Tattershall and that wherever the said Haling Path along the banks of the said river should be interfered with by the construction of the Company's railway a new and convenient Haling Path should be made and for ever after during the continuance of the said lease maintained by the Company of not less than ten feet in width for the use of the persons navigating the said river:

And whereas a Bill is now being promoted in Parliament by the Company by which it is provided (inter alia) that so much of the said section 138 of the Great Northern Railway Act 1846 as relates to the height of fixed bridges from the surface of the water of the River Witham

The SCHEDULE referred to in the foregoing Act. A.D. 1905.

---

AN AGREEMENT made the sixth day of June one thousand nine hundred and five between the GREAT NORTHERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF THE PARTS OF LINDSEY IN THE COUNTY OF LINCOLN (hereinafter called "the Lindsey County Council") and the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF THE PARTS OF HOLLAND IN THE COUNTY OF LINCOLN (hereinafter called "the Holland County Council") of the other part.

WHEREAS the Lindsey County Council and the Holland County Council (hereinafter jointly referred to as "the county councils") propose to construct a bridge over the River Witham at Langrick Ferry which river divides the administrative county of the parts of Lindsey and the administrative county of the parts of Holland:

And whereas by virtue of a lease bearing date the twenty-second day of January one thousand eight hundred and fifty and made under the powers of the Great Northern Railway Act 1846 between the company of proprietors of the Witham Navigation of the one part and the Company of the other part the Company are the lessees of the navigation which includes the River Witham for a term of nine hundred and ninety-nine years from the twenty-eighth day of June one thousand eight hundred and forty-six:

And whereas it was provided by section 138 of the Great Northern Railway Act 1846 that the Company should at all times during the continuance of the said lease maintain and keep the navigation of the said River Witham and the Haling Path thereof in a good state and should not erect across the said river any fixed bridge of a less height from the surface water in the said river than the bridge then standing over the said river at Tattershall and that wherever the said Haling Path along the banks of the said river should be interfered with by the construction of the Company's railway a new and convenient Haling Path should be made and for ever after during the continuance of the said lease maintained by the Company of not less than ten feet in width for the use of the persons navigating the said river:

And whereas a Bill is now being promoted in Parliament by the Company by which it is provided (inter alia) that so much of the said section 138 of the Great Northern Railway Act 1846 as relates to the height of fixed bridges from the surface of the water of the River Witham

A.D. 1905. shall not apply to the said bridge over the said river the subject of these presents and that when and so soon as the said bridge is opened for public traffic the ferry over the River Witham known as Langrick Ferry shall be abolished and all rights therein shall be extinguished:

And whereas it is by the Highways and Bridges Act 1891 enacted that the council of any administrative county and the council of any adjoining county may make and carry into effect agreements with each other for or in relation to (inter alia) the construction of any bridge including the approaches thereto wholly or partly situate within the jurisdiction of any one or more of the party or parties to the agreement:

And whereas the construction and erection of the said bridge will be a great convenience and of advantage to the inhabitants of the said administrative counties of the parts of Lindsey and the parts of Hollaud respectively:

And whereas the county councils have respectively appointed committees to act with each other for the purpose of carrying out the erection of the said bridge and the approaches and other works incident thereto:

And whereas the total estimated cost of the proposed bridge and the approaches and other works incident thereto and including all purchase moneys for the ferry rights and for land required for the approaches to the said bridge and costs in relation thereto is eight thousand pounds:

And whereas the Company and the county councils have agreed to enter into these presents:

Now the Company hereby agree with the county councils and the county councils jointly and severally agree with the Company as follows:—

1. The Company hereby consent (so far as they lawfully can or may) to the construction erection execution and maintenance by the county councils of the said bridge and the approaches and other works incident thereto (including the diversion of the existing Haling Path) in accordance with the plan and section hereto annexed.

2. The following provisions shall unless with the previous consent of the Company in writing under their common seal apply and have effect in the construction erection execution and maintenance of the bridge referred to in this agreement and the approaches and other works incident thereto (including the diversion of the existing Haling Path) which bridge and works are hereinafter referred to as "works under this agreement":—

(A) The expression "Great Northern property" when used in this clause of this agreement shall include the River Witham and any work or convenience in connection therewith leased to the Great Northern Company:

(B) The county councils shall not construct any works under this agreement whether temporary or permanent which may affect any Great Northern property except in accordance with the provisions of this agreement and the plan and section annexed hereto and under the superintendence and to the reasonable

A.D. 1905. shall not apply to the said bridge over the said river the subject of these presents and that when and so soon as the said bridge is opened for public traffic the ferry over the River Witham known as Langrick Ferry shall be abolished and all rights therein shall be extinguished:

And whereas it is by the Highways and Bridges Act 1891 enacted that the council of any administrative county and the council of any adjoining county may make and carry into effect agreements with each other for or in relation to (inter alia) the construction of any bridge including the approaches thereto wholly or partly situate within the jurisdiction of any one or more of the party or parties to the agreement:

And whereas the construction and erection of the said bridge will be a great convenience and of advantage to the inhabitants of the said administrative counties of the parts of Lindsey and the parts of Hollaud respectively:

And whereas the county councils have respectively appointed committees to act with each other for the purpose of carrying out the erection of the said bridge and the approaches and other works incident thereto:

And whereas the total estimated cost of the proposed bridge and the approaches and other works incident thereto and including all purchase moneys for the ferry rights and for land required for the approaches to the said bridge and costs in relation thereto is eight thousand pounds:

And whereas the Company and the county councils have agreed to enter into these presents:

Now the Company hereby agree with the county councils and the county councils jointly and severally agree with the Company as follows:—

1. The Company hereby consent (so far as they lawfully can or may) to the construction erection execution and maintenance by the county councils of the said bridge and the approaches and other works incident thereto (including the diversion of the existing Haling Path) in accordance with the plan and section hereto annexed.

2. The following provisions shall unless with the previous consent of the Company in writing under their common seal apply and have effect in the construction erection execution and maintenance of the bridge referred to in this agreement and the approaches and other works incident thereto (including the diversion of the existing Haling Path) which bridge and works are hereinafter referred to as "works under this agreement":—

(A) The expression "Great Northern property" when used in this clause of this agreement shall include the River Witham and any work or convenience in connection therewith leased to the Great Northern Company:

(B) The county councils shall not construct any works under this agreement whether temporary or permanent which may affect any Great Northern property except in accordance with the provisions of this agreement and the plan and section annexed hereto and under the superintendence and to the reasonable



satisfaction of the engineer of the Company (hereinafter referred to as "the engineer") and of such dimensions quality and strength of material and design and method of construction and according to such detailed plans and sections and to such 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 county councils by an arbitrator to be appointed as hereinafter provided:

- (c) The county councils shall maintain all works under this agreement in substantial repair and good order and condition in accordance with the plans sections and specifications so to be approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the county councils fail so to do the Company may do in and upon the lands of the county councils as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing (as certified by the engineer) shall upon demand be repaid to them by the county councils:
- (d) The county councils shall not in the execution maintenance or repair of any of their works under this agreement obstruct hinder or interfere with the free uninterrupted and safe user of the River Witham or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the River Witham or interruption to the traffic thereon:
- (e) The county councils shall bear and on demand pay to the Company the reasonable expense of the employment by the Company during the execution or repair of any works under this agreement of such inspectors and watchmen to be appointed by the Company as may be necessary for watching the River Witham with reference to and during the execution or repair of any works under this agreement and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the county councils or their contractors or any person in the employment of the county councils or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connection with the said works:
- (f) The county councils shall bear and on demand pay to the Company the expenses of any works or precautions which in the opinion of the engineer are necessary for the support of the River Witham or any work or convenience connected therewith or the continuous working of the traffic thereon by reason or in consequence of the execution user or failure of any works under this agreement:

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- (f) The county councils shall bear and on demand pay to the Company the expenses of any works or precautions which in the opinion of the engineer are necessary for the support of the River Witham or any work or convenience connected therewith or the continuous working of the traffic thereon by reason or in consequence of the execution user or failure of any works under this agreement:

A.D. 1905.

(g) If by reason of the execution user or failure of any of the works under this agreement or any act or omission of the county councils or of their contractors or of any person in the employment of the county councils or of their contractors or otherwise any Great Northern property shall be injured or damaged such injury or damage shall be forthwith made good by the county councils at their own expense or in the event of their failing so to do then the Company may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the Company by the county councils on demand:

(h) The Company and the county councils may agree upon any variation of or alteration in the works under this agreement or in the manner in which the same shall be executed:

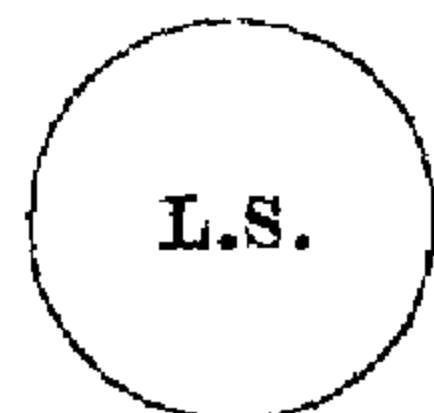
(i) If any difference shall arise between the Company and the county councils or their respective engineers under the provisions in this clause of this agreement the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

3. The county councils will at all times hereafter indemnify and keep indemnified the Company against all actions proceedings claims demands costs and expenses which they may incur or be put to by reason or arising out of the construction erection execution maintenance failure or user of the works under this agreement.

4. This agreement is provisional upon the said Bill passing into law confirming this agreement and containing the hereinbefore recited provisions and is subject to such alterations as Parliament may think fit to make therein Provided always that if Parliament shall make any material alteration therein either the Company or the county councils shall be at liberty to withdraw from this agreement.

In witness whereof the Company and the county councils have hereunto set their respective common seals the day and year first before written.

The common seal of the county council of the parts of Lindsey affixed in pursuance of a resolution of the council of the twenty-eighth April one thousand nine hundred and five in the presence of



HENRY W. HUTTON

Member of the council having custody of  
the key of the seal.

CHARLES SCORER

Clerk of the county council.

A.D. 1905.

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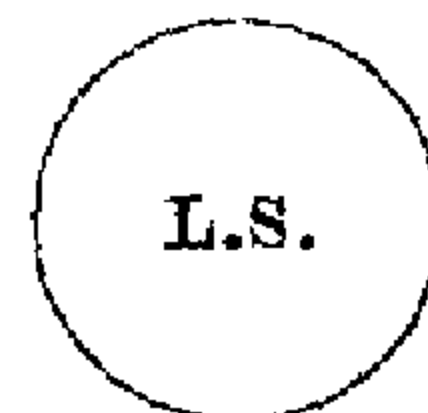
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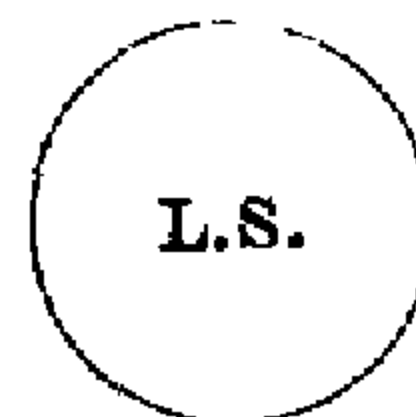
HENRY W. HUTTON

Member of the council having custody of  
the key of the seal.

CHARLES SCORER

Clerk of the county council.

The common seal of the county council of the parts of  
Holland was affixed hereto this third day of June one  
thousand nine hundred and five in the presence of

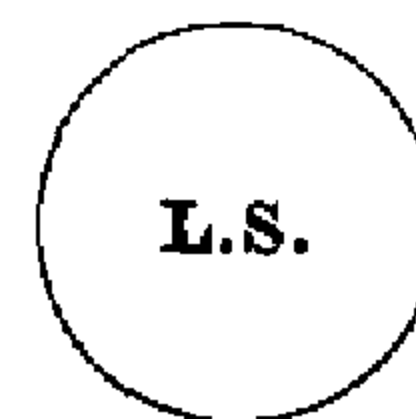


A.D. 1905

W. DENNIS  
Chairman.

H. CHADERTON JOHNSON  
Clerk.

The common seal of the Great Northern Railway Com-  
pany was hereunto affixed in the presence of



L. C. PROBYN  
Director.

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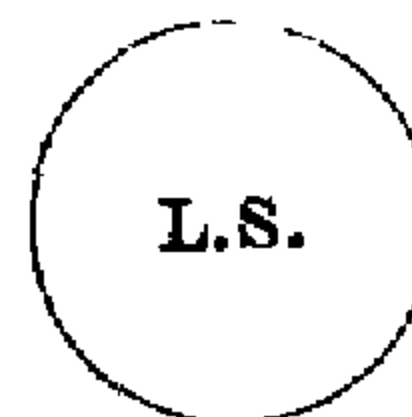
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ROWLAND BAILEY, Esq., M.V.O., I.S.O., the King's Printer of Acts of Parliament.

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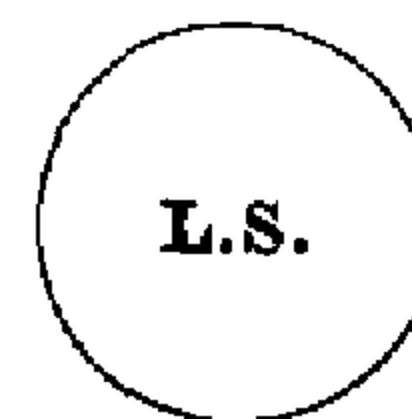


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