



CHAPTER 1v.

An Act to empower the London and North Eastern Railway Company to construct new railways widenings and other works and to acquire lands to extend the time for the completion of certain railways and for other purposes.

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[15th April 1930.]

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

And whereas it is expedient that the periods now limited for the completion of certain railways by the Company should be extended as provided by this Act :

And whereas it is expedient that the other powers in this Act contained should be conferred :

And whereas it is expedient that the sums which the Company may raise by borrowing on mortgage of their undertaking and by the creation and issue of debenture stock should be increased as by this Act provided and that the Company should be empowered to apply their funds to the purposes of this Act and to the general purposes of their undertaking :

And whereas plans and sections showing the lines and levels of the works to be constructed under the

A.D. 1930. — powers of this Act and plans of the lands by this Act authorised to be acquired and also a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and ridings within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference :

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

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

Short title. 1. This Act may be cited for all purposes as the London and North Eastern Railway (Works) Act 1930.

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

“ the Company ” means the London and North Eastern Railway Company ;

“ the Scheme of 1922 ” means the North Eastern Eastern and East Scottish Group Amalgamation Scheme 1922 ;

“ the railways ” means the new railways and widenings of railways by this Act authorised ;

“ the new railways ” means the new railways by this Act authorised ;

“ the widenings ” means the widenings of railways by this Act authorised ;

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

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

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Incorporation of
general
Acts.

The Lands Clauses Acts:

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

The Railways Clauses Consolidation Act 1845;

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

Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts and as incorporated with and varied by the Scheme of 1922.

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

Protection
of gas and
water mains
of local
authorities.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railways widenings and other works hereinafter described with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on

Power to
Company
to make
railways.

A.D. 1930. the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say):—

In the county of Essex—

Work No. 1 A widening (No. 1) (6 miles 3 furlongs 7 chains in length) of the London to Colchester main line on both sides thereof commencing in the urban district of Hornchurch at a point 19 chains south-west of the bridge carrying the London to Southend road over the said main line passing in through or into the parishes of Upminster and Great Warley in the rural district of Romford the urban district of Brentwood and the parishes of South Weald Ingrave Hutton and Shenfield in the rural district of Billericay and terminating in the last-mentioned parish at a point $21\frac{1}{2}$ chains east of the bridge carrying the said main line over the Brentwood to Billericay road :

Work No. 2 A railway (No. 1) (1 mile 1 furlong 2·60 chains in length) commencing in the said parish of Shenfield by a junction with the London to Colchester main line at a point $1\frac{1}{2}$ chains east of the bridge carrying the said main line over the Brentwood to Billericay road and terminating in the parish of Mountnessing in the rural district of Billericay by a junction with the Shenfield and Southend Railway at a point 19 chains west of the signal box at Mountnessing siding :

Work No. 3 A railway (No. 2) (2 furlongs 1 chain in length) in the borough of Chelmsford commencing at a point on the sidings in the Company's goods yard 8 chains south-west of the bridge carrying the London to Colchester main line over the river Chelmer and terminating at a point in the field numbered 51 on the 1/2500 Ordnance map of Essex sheet No. LIV.—11 (edition 1921) 18 chains north-west of the said bridge.

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In the county of East Suffolk—

Work No. 4 A railway (No. 3) (2 furlongs 6 chains in length) in the county borough of Ipswich commencing by a junction with the existing railway of the company at a point thereon 1 chain north-east of the centre of the bridge carrying the said railway over Ranelagh Road passing over the river Orwell and terminating at a point on the Company's existing sidings $6\frac{1}{2}$ chains north-west of Station Bridge.

In the county of the Isle of Ely—

Work No. 5 A widening (No. 2) (3 furlongs 6·70 chains in length) of the Ely and Peterborough Railway on the north-east side thereof in the parish of Downham in the rural district of Ely commencing at a point 13 chains south-east of the North Fen Drove level crossing and terminating at or near the signal-box at Black Bank station.

In the county of Lincoln (Parts of Holland)—

Work No. 6 A widening (No. 3) (4 furlongs 1 chain in length) of the Spalding and Sleaford Railway on the north-east side thereof in the parish of Pinchbeck in the rural district of Spalding commencing at a point on the said railway $9\frac{1}{2}$ chains north of Park Road and terminating at the south-east side of Blue Gowt Drain.

In the county of Lincoln (Parts of Lindsey)—

Work No. 7 A widening (No. 4) (2 furlongs in length) of the Lincoln and Gainsborough Railway on the north-east side thereof in the parish of Saxilby-with-Ingleby in the rural district of Welton commencing at a point $27\frac{1}{2}$ chains north-west of the signal-box at Saxilby station and terminating at the point where the road leading from Sykes Lane to Hardwick Wood Farm crosses the said railway.

In the county of Derby—

Work No. 8 A widening (No. 5) (1 mile 2 furlongs 9 chains in length) of the Manchester to Sheffield main line on both sides thereof

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commencing in the parish of Charlesworth in the rural district of Glossop Dale at a point 3 chains east of the bridge carrying the said main line over the river Etherow and terminating in the borough of Glossop at a point 2 chains north-east of the south-west end of the Dinting Viaduct.

In the west riding of the county of York—

Work No. 9 A railway (No. 4) (6 furlongs 6·90 chains in length) commencing in the parish of Long Drax in the rural district of Selby by a junction with the Goole and Selby Railway at a point thereon 29 chains north-west of the bridge carrying that railway over Brigg Lane and terminating in the parish of Drax in the said rural district by a junction with the Hull (Alexandra Dock) and Stairfoot Railway at a point thereon 23 chains north-east of the Brigg Lane level crossing at Drax station.

In the east riding of the county of York—

Work No. 10 A railway (No. 5) (3 furlongs 5·90 chains in length) commencing in the parish of Portington and Cavil in the rural district of Howden by a junction with the Hull (Alexandra Dock) and Stairfoot Railway at or near the point where that railway crosses the Hull and Selby Railway and terminating in the parish of Eastington in the said rural district by a junction with the Hull and Selby Railway at the bridge carrying Long Lane thereover :

Work No. 11 A railway (No. 6) (4 furlongs 7·20 chains in length) commencing in the said parish of Portington and Cavil by a junction with the Hull (Alexandra Dock) and Stairfoot Railway at a point thereon 15 chains south-west of the point where that railway crosses the Hull and Selby Railway and terminating in the said parish of Eastington by a junction with the Hull and Selby Railway at the bridge carrying Long Lane thereover.

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

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Rates on
railways.

7.—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or under tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

Works
below
high-water
mark
subject to
approval of
Board of
Trade.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

8.—(1) The Company shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time require or approve.

Lights to be
exhibited
during
construction
of works.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

9.—(1) After the completion of the works by this Act authorised the Company shall on the works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights

Permanent
lights on
works.

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(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Abatement
of work
abandoned
or decayed.

10.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the said Board may think proper.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

Survey of
works by
Board of
Trade.

11. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company

under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

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12.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House of Deptford Strond and shall apply to the Corporation for directions as to the means to be taken.

Provision
against
danger to
navigation.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

13. For the protection of the County of London Electric Supply Company Limited (in this section referred to as "the county company") the following provisions shall unless otherwise agreed in writing between the Company and the county company have effect:—

For
protection
of County
of London
Electric
Supply
Company
Limited.

(1) In the carrying out of Work No. 1 by this Act authorised the Company shall not remove displace or alter any apparatus (as hereinafter defined) or without the consent in writing of the county company do anything to interrupt the continuous supply of electricity by means of such apparatus until good and sufficient apparatus and all other works necessary or proper for maintaining the continuity of such

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supply shall at the expense of the Company and to the reasonable satisfaction of the county company have been first made and laid down and be ready for use in such positions as the county company shall approve along any road or footpath provided in substitution for any existing road or footpath in which apparatus of the county company is situate at the date of the passing of this Act and which under the powers of this Act may be stopped up discontinued or diverted :

- (2) Subject to and without prejudice to the provisions of subsection (1) of this section the provisions of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 shall apply to any alteration under the powers of this Act of any apparatus of the county company as if in that section " operators " meant " the Company " and " the owners " meant " the county company " :
- (3) Should any interruption of the supply of electricity by the county company be in any way occasioned either by reason of the exercise by the Company of the powers of this Act or by any act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall make to the county company full compensation for any loss injury or damage sustained by the county company or their consumers of electricity or otherwise consequent upon such interruption :
- (4) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus of the county company is rendered derelict or unnecessary the Company shall pay to the county company the value of such apparatus so rendered derelict or unnecessary unless proper and sufficient substituted apparatus is provided by or at the cost of the Company and such derelict or unnecessary apparatus shall thereupon become the property of the Company :

(5) In this section the term "apparatus" includes any electric line as defined in the Electric Lighting Act 1882 and any other works or apparatus of the county company : .A.D. 1930.
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(6) Any dispute which shall arise between the Company and the county company under the provisions of subsections (3) and (4) of this section shall be referred to and determined by a single arbitrator to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to the reference.

14. For the protection of the mayor aldermen and burgesses of the county borough of West Ham (in this section referred to as "the corporation" and "the county borough" respectively) the following provisions shall have effect unless otherwise agreed in writing between the corporation and the Company (that is to say) :— For pro-
tection of
West Ham
Corporation.

(1) Notwithstanding anything in this Act contained or anything shown in the deposited plans or book of reference thereto the Company shall not require the corporation to sell more of their property at Harold Wood than is actually required for the purpose of constructing and maintaining Work No. 1 by this Act authorised :

(2) In constructing the said work the Company shall on their own land and at their own expense carry out such works as the corporation may reasonably require to prevent the land and property of the corporation slipping into the cutting of the Company :

(3) Notwithstanding the provisions of the section of this Act the marginal note of which is "Power to stop up certain roads at West Ham" the footbridges crossing the railway of the Company at or near Silvertown station and the White-gates level crossing shall be kept open for public use and shall continue to be maintained by and at the expense of the Company (save and except that as to the footbridge at or near Silvertown station the provisions of the

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agreement made the eighteenth day of March one thousand nine hundred and nine between the Great Eastern Railway Company and the corporation shall continue in force) and the corporation shall have the same right of access as hitherto to any sewers drains electric mains or other works belonging to them in or under such level crossings or either of them and may as and when necessary have access thereto for the purpose of repairing renewing removing or extending the same :

- (4) Any difference or dispute which may arise between the corporation and the Company under this section shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For
protection
of Romford
Gas
Company.

15. For the protection of the Romford Gas Company (in this section referred to as "the Romford Company") the following provisions shall unless otherwise agreed in writing between the Romford Company and the Company have effect in relation to the exercise of the powers of this Act (that is to say) :—

- (1) Not less than twenty-eight days before commencing to reconstruct lengthen or alter the bridge carrying Gubbins Lane over Work No. 1 by this Act authorised in the urban district of Hornchurch in the county of Essex or to reconstruct widen or alter the bridge carrying their railway over the road known as Harold Court Road and numbered on the deposited plans 28 in the said urban district and 6 in the parish of Upminster in the rural district of Romford in the said county so as to adapt the said last-mentioned bridge for carrying the said Work No. 1 the Company shall deliver to the Romford Company plans sections and particulars of such reconstruction lengthening widening or alteration describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith :

- (2) If it should appear to the Romford Company that the execution of any works to which such plans sections and particulars relate will interfere with or endanger or render useless or partially useless any mains pipes valves stopcocks or other works or apparatus (all of which are in this section referred to as "apparatus") of the Romford Company or interrupt or impede the supply of gas by means thereof the Romford Company may give notice to the Company requiring them to raise lower divert or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus and to lay or place cement concrete or other protective substance under or over such apparatus in such manner as the Romford Company may reasonably require. All such works of raising lowering diverting altering supporting or substituting apparatus or laying or placing cement concrete or other protective substance (in this section referred to as "protective works") shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Company such superintendence be given) of the engineer or other officer of the Romford Company or any person appointed by such engineer:

All such protective works shall be so executed as not to interrupt or interfere with the continuity of the supply of gas by means of the apparatus of the Romford Company:

- (3) Not less than fourteen days before commencing to execute any such reconstruction lengthening widening or alteration as aforesaid the Company shall give to the Romford Company notice in writing of their intention so to commence and of the date and time of such intended commencement and if within seven days after the receipt of such notice the Romford Company by notice in writing addressed to the Company so require the Romford Company may by their

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own engineer and workmen themselves do and execute such protective works so far as they affect the apparatus of the Romford Company and the Company shall afford to the Romford Company all reasonable facilities for enabling the Romford Company to carry out such protective works which shall be executed with all reasonable dispatch and the Company shall on completion thereof repay to the Romford Company the reasonable expenses incurred by them in the execution of such protective works :

- (4) If during or for the purposes of or in connection with the reconstruction widening or alteration of the said bridge carrying their railway over Harold Court Road the Company remove alter interfere with or affect the bridge carrying that road over the river Ingrebourne or divert or alter the course of or raise or lower the level of or otherwise interfere with or affect that road in such a way as to affect the apparatus of the Romford Company then the provisions of subsections (1) (2) and (3) of this section shall extend and apply to and in respect of the execution of any such works or operations as are referred to in this subsection as if those works or operations had been referred to in the said subsections (1) (2) and (3) in addition to the reconstruction lengthening widening and alteration of the bridges therein referred to :
- (5) Notwithstanding the stopping up temporarily of any street road or footway under the powers of this Act the Romford Company and their engineer and workmen shall be entitled to free and uninterrupted access for all purposes to any apparatus of the Romford Company situate in or under any such street road or footway and the Company shall afford all reasonable facilities for such access :
- (6) If the Company raise sink or otherwise alter the position of any apparatus of the Romford Company or alter the level of any street road or footway in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet or more than five

feet the Company shall provide such protective covering for or means of access to the apparatus as the Romford Company may reasonably require :

- (7) The Romford Company may if they think fit employ such watchmen or inspectors as may be reasonably necessary to watch and inspect the execution of any works under the powers of this Act so far as they affect any apparatus of the Romford Company during and with reference to such execution and the reasonable expenses incurred thereby shall be borne and paid by the Company :
- (8) The reasonable expenses of all repairs or renewals of any apparatus of the Romford Company or any works in connection therewith which may at any time be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of any or either of them or rendered necessary by reason or in consequence of any subsidence resulting from the execution or failure of the works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :
- (9) The Company shall make reasonable compensation to the Romford Company for any loss or damage which they may sustain by reason of any interference with their apparatus or property or of the construction failure or user of the works by this Act authorised or of the exercise by the Company of the powers of this Act or of the Act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them The Company shall also indemnify the Romford Company against all penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the Romford Company :
- (10) Any difference which shall arise between the Romford Company and the Company under

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this section (other than a difference as to the construction or meaning of the said section) shall be referred to and settled by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration.

For
protection
of Essex
County
Council.

16. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the county council of the administrative county of Essex (in this section referred to as "the county council") shall unless otherwise agreed in writing between the county council and the Company under their respective common seals have effect (that is to say):—

- (1) Before commencing the construction of Widening No. 1 by this Act authorised the Company shall give two months' notice in writing to the county council of their intention so to do and if within that period the county council by notice in writing require the Company to reconstruct any of the bridges carrying the existing railway of the Company over the roads referred to in the following table so as to have a span and headway of not less than the span and headway set opposite to such road in the said table the Company shall comply with such requirements and shall at their own expense construct the bridge carrying the said widening over the road of the same span and headway :

Situation of bridge.	Headway.	Span at right angles to road.
	Feet inches.	Feet inches.
Nag's Head Lane -	16 6	30 0
Kavanagh Road -	The same as the existing headway	30 0
Billericay Road -	16 6	40 0
Alexander Lane -	16 0	30 0

- (2) If within the period referred to in subsection (1) of this section the county council by notice in writing require the Company to reconstruct the

bridge carrying Dark Lane over the existing railway of the Company to a clear width of thirty feet between the parapets the Company shall comply with such requirement and shall at their own expense construct a bridge of the same width carrying the said road over the said widening :

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- (3) After the completion of the reconstruction of a bridge in pursuance of a requirement of the county council under this section the county council shall pay to the Company the additional cost reasonably incurred by them in such reconstruction in consequence of such requirement and the Company shall maintain any bridge so reconstructed but (in the case of the bridge carrying Dark Lane over the railway and widening) the roadway over the bridge and the approaches thereto shall be maintained by the county council :
- (4) The bridges in this section referred to carrying the said railway and widening over the said roads and the works in connection therewith shall be of a reasonably ornamental character and design and shall so far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any road :
- (5) Any difference which shall arise between the county council and the Company under the provisions of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

17. The following provisions shall have effect for the protection of the Billericay Rural District Council and the Brentwood Urban District Council (hereinafter in this section collectively referred to as "the councils") and also for the Billericay Rural District Council (hereinafter in this section separately referred to as "the rural council") unless otherwise agreed between the councils

For
protection
of Billericay
Rural
District
Council and
Brentwood
Urban
District
Council.

A.D. 1930. — and the rural council on the one hand and the Company on the other hand (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not acquire or take any part of the lands numbered 3 on the deposited plans in the parish of South Weald other than that coloured pink on the plan signed in duplicate by Charles John Brown on behalf of the Company and Willcox and Raikes on behalf of the councils :
- (2) (a) The Company shall not commence any works under the powers of this Act which shall or may pass over under or by the side of or so as to interfere with any sewers drains or other works of the councils or of the rural council until they have given to the councils or the rural council as the case may be twenty-eight days' previous notice in writing of their intention to commence the same with plans and sections thereof as in this subsection defined and until the councils or the rural council as the case may be have signified their approval of the same (unless the councils or the rural council as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plans and sections as aforesaid) and the Company shall comply with and conform to all reasonable orders directions and regulations of the councils or the rural council as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as the councils or the rural council as the case may be reasonably require for the proper protection of and for preventing injury or impediment to the said sewers drains or other works by reason of the intended works or any part thereof and shall save harmless the councils or the rural council as the case may be against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the councils or the rural council as the case may be at the costs charges and expenses in all respects of the Company and all

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reasonable costs charges and expenses which the councils or the rural council as the case may be may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the councils or the rural council as the case may be by the Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the councils or the rural council as the case may be as any sewers drains or other works of the councils or the rural council as the case may be now or hereafter may be;

(b) The plans and sections to be submitted to the councils or the rural council as the case may be under the provisions of this subsection shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers drains and other works of the councils and the rural council as the case may be within the limits of deviation shown on the deposited plans (for which purpose the councils or the rural council as the case may be shall allow the Company access to plans in their possession and to any of their sewers drains and other works in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any alteration which the Company may propose to make in the said sewers;

(c) The councils or the rural council as the case may be may require such modification to be made in the said plans drawings sections and specifications as may be reasonably necessary to secure the sewers drains and other works against interference or risk of damage and to

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provide and secure a proper and convenient means of access to the said sewers drains and other works;

(d) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or other works vested in the councils and the rural council as the case may be and the councils and the rural council as the case may be shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction;

(e) The approval by the councils or the rural council as the case may be of any plans or superintendence by the councils or the rural council as the case may be of any work under the provisions of this subsection shall not exonerate the Company from any liability or affect any claim for damages under this subsection or otherwise:

- (3) If requested in writing so to do by the rural council within three months after the passing of this Act the Company shall carry the public footpath numbered on the deposited plans 3 and 4 in the parish of Hutton over the existing railway and Work No. 1 widening (No. 1) by this Act authorised by means of a footbridge not less than six feet in width to the reasonable satisfaction of the rural council and upon the completion of such footbridge the rural council shall pay to the Company one-third of the cost of such footbridge not exceeding the sum of five hundred pounds:
- (4) Any difference which shall arise between the councils or the rural council on the one hand and the Company on the other hand under this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

18. For the protection of the Brentwood Gas Company (in this section referred to as "the undertakers") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the Company and the undertakers apply and have effect (that is to say):—

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—
For
protection
of Brent-
wood Gas
Company.

(1) At least twenty-eight days before commencing any works by this Act authorised which may affect any mains pipes syphons tubes fittings or other apparatus (in this section referred to as "apparatus") of the undertakers the Company shall deliver to the undertakers plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works :

(2) If it should appear to the undertakers that such works will interfere with endanger or render useless or partially useless any of their apparatus or impede the supply of gas the undertakers may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay additional new apparatus to connect up any apparatus or any part thereof rendered useless or partially useless by any such works of the Company in such manner as may be reasonably necessary and to lay or place under or over any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section referred to as "protective works") shall be settled as hereinafter provided and all such protective works shall save as hereinafter provided be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence if such be given of the engineer of the undertakers :

(3) If the undertakers by notice in writing to the Company within fourteen days after the receipt

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by them of notice of the intended commencement by the Company of any such works of the Company so require the undertakers may by their own engineer or workmen do and execute such protective works so far as they affect the apparatus of the undertakers and the Company shall on completion thereof pay to the undertakers the reasonable expenses incurred by them in the execution of such protective works. The Company shall afford to the undertakers all reasonable facilities for the purpose of enabling the undertakers to carry out any such protective works specified in such notice. Provided that if for twenty-eight days after any such notice is given to the Company by the undertakers the undertakers neglect to proceed with all practicable diligence to carry out such protective works the Company may forthwith proceed with the works by this Act authorised as if such notice had not been given to them :

- (4) In the event of such plans sections and particulars so delivered to the undertakers as aforesaid not being objected to within twenty-eight days from the receipt thereof they shall be deemed to have been approved by the undertakers. The works to which the said plans sections and particulars respectively relate shall not be executed except in accordance therewith as approved by the undertakers or as determined by arbitration as hereinafter provided :
- (5) The Company shall not raise sink or otherwise alter the position of any apparatus of the undertakers or alter the level of any street road or other place in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet unless the Company shall in such case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the undertakers or more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Company

in either of such last-mentioned cases provide special means of access to the same to the reasonable satisfaction of the engineer of the undertakers :

- (6) Where any bridge carrying a road over a railway is constructed or altered under the powers of this Act the Company shall provide such accommodation beneath the surface of the road or footpath thereof as may be reasonably necessary for carrying such apparatus over the railway or shall make such other provisions for carrying and protecting such apparatus as may be reasonably required and the Company shall on demand repay to the undertakers the reasonable cost of so carrying over the railway any apparatus of the undertakers existing at the passing of this Act :
- (7) The undertakers may where reasonably necessary employ watchmen or inspectors to watch and inspect any works by this Act authorised whereby any apparatus of the undertakers may be interfered with or affected during construction repair or renewal of any such works and the reasonable wages of such watchmen or inspectors shall be borne by the Company :
- (8) The Company shall pay to the undertakers the reasonable cost of and incidental to the cutting off of any apparatus of the undertakers rendered derelict or unnecessary by the execution of any of the works by this Act authorised from any other apparatus of the undertakers and of and incidental to any other works or things rendered necessary in consequence of such apparatus being rendered derelict or unnecessary :
- (9) The reasonable expense of all repairs or renewals of any apparatus of the undertakers or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise by the Company of the powers conferred upon them by this Act or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this

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Act authorised or rendered necessary by reason of any subsidence resulting from such works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :

- (10) The Company in executing any works under this Act or in removing raising or otherwise altering the position of any apparatus of the undertakers shall make good all damage done by them to the apparatus or other property of the undertakers :
- (11) The Company shall make reasonable compensation to the undertakers for any loss or damage which they may sustain by reason of any interference with their apparatus or property under the powers of this Act or of the construction failure or user of the works by this Act authorised or by the exercise by the Company of the powers conferred upon them by this Act or by the act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised The Company shall also indemnify the undertakers in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the undertakers :
- (12) It shall be lawful for the undertakers and the engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there is existing apparatus of the undertakers and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises and notwithstanding the stopping up temporarily of any public street or place under the powers of this Act to exercise the same rights of access as they now enjoy to all or any

apparatus of the undertakers situate in or under any such street or place Provided always that in so doing the undertakers their engineers or workmen or others in the employ of the undertakers shall not interrupt the user of any of the works of the Company by this Act or any other Act authorised Provided also that the undertakers shall make good and reimburse to the Company all damages to such works occasioned by the exercise of the powers by this section reserved to the undertakers :

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- (13) Where the Company shall under the powers of this Act divert any road or footpath in which any apparatus of the undertakers may at the time such road or footpath is diverted have been laid down or placed the undertakers may lay down or place new apparatus in the new portion of road or footpath and connect the same with the apparatus laid or placed in the said road or footpath at the commencement and termination of the diversion :

The Company shall on demand repay to the undertakers the reasonable cost of providing such new apparatus and the costs charges and expenses reasonably incurred by the undertakers in or in connection with the laying down or placing of the same and the formation of such connections and thereupon the apparatus of the undertakers laid down or placed in the existing road or footpath between the commencement and the termination of the diversion thereof shall become the property of and vest in the Company Provided that if the new apparatus so laid down or placed by the undertakers shall be of larger size than that of the existing apparatus in the diverted road or footpath the Company shall only be required to repay to the undertakers such proportion of the cost of providing and laying down or placing the new apparatus as shall represent the cost which would have been incurred by the undertakers in providing and laying down or placing apparatus of similar size to that of the said existing apparatus :

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—

(14) Any difference which shall arise under this section between the Company and the undertakers or their respective engineers shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration :

(15) The expression " apparatus " where used in this section shall not include the twelve-inch main of the undertakers laid over the bridge which carries Warley Road at Brentwood over the railway of the Company to which main an agreement relates which is dated the fourteenth day of June one thousand nine hundred and seventeen and made between the Great Eastern Railway Company of the one part and the undertakers of the other part.

For
protection
of South
Essex
Water-
works
Company.

19. For the protection of the South Essex Waterworks Company (in this section referred to as " the water company ") the following provisions shall unless otherwise agreed in writing between the Company and the water company have effect :—

(1) In constructing Work No. 1 authorised by this Act the Company shall at their own expense provide for the use of the water company such accommodation and support in the superstructure of each of the bridges carrying the roads mentioned in this subsection over the London to Colchester main line as widened by the said Work No. 1 (including the existing portion of each of those bridges if and when the existing portion is altered or reconstructed) as shall be sufficient for a steel main of an internal diameter of eighteen inches :

The roads referred to in this subsection are—

Gubbin's Lane in the urban district of Hornchurch ;

Dark Lane in the parish of South Weald ;
and

Warley Hill in the parish of South Weald :

- (2) If and when any bridge carrying the roads mentioned in this subsection over the said main line is reconstructed the Company shall at their own expense provide for the use of the water company on the superstructure of such bridge the same accommodation as is mentioned in subsection (1) of this section :

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The roads referred to in this subsection are—

Hartswood Road in the parish of Shenfield ;

Ingrave Road in the parish of Shenfield ;

and

Brockley bridle path in the parish of Hutton :

- (3) The accommodation and support referred to in subsections (1) and (2) of this section shall be provided and constructed in accordance with plans sections and particulars to be previously submitted to and approved by the water company but such approval shall not be unreasonably withheld and if within one month from the receipt of such plans sections and particulars the water company shall not have intimated to the Company their disapproval thereof or made any requirement with respect thereto they shall be deemed to have approved the same :
- (4) The water company shall be entitled at all times to use free of charge the accommodation provided under subsections (1) and (2) of this section for the purposes of the laying or placing therein of a water main or mains :
- (5) If any dispute shall arise between the Company and the water company under any of the provisions of this section the dispute shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

20. If and when the Company carry out Work No. 8 widening (No. 5) by this Act authorised the following provisions for the protection of the Derbyshire County Council (in this section referred to as "the

For protection of Derbyshire County Council.

A.D. 1930: council") shall (unless otherwise agreed between the Company and the council) have effect (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company in extending and altering the bridge over their existing railway to carry the road numbered 36 in the parish of Charlesworth on the said plans over the said widening (No. 5) shall so construct the said extension and alteration as to give a clear width between the parapets of not less than forty feet and shall also widen the remaining portion of the said bridge not so altered to give a similar width between the parapets such last-mentioned portion being coloured red on the plan (in this section referred to as "the signed plan") which has been signed in duplicate by Charles John Brown on behalf of the Company and by Horace Wilfrid Skinner on behalf of the council one copy of which has been retained by the Company and the other copy by the council :
- (2) The said bridge shall be extended altered or widened as the case may be in accordance with plans sections and specifications to be prepared by the Company's engineer and submitted prior to the commencement of the said works to the council's surveyor and reasonably approved by him and shall not be commenced until he shall have signified his approval thereof or in the event of any difference arising upon such plans sections and specifications until the same shall have been determined in manner provided by this section. Provided that if the said surveyor fails to signify his approval of the said plans sections and specifications within twenty-one days after the same shall have been submitted to him he shall be deemed to have approved the same :
- (3) Upon the completion of the said work of extension alteration and widening the council shall pay to the Company on demand the sum of three thousand nine hundred and forty-five pounds or such smaller sum as may be certified by the Company's engineer as the cost of the

widening of the said portion of the bridge coloured red on the signed plan: A.D. 1930.

- (4) The structure of the said bridge shall be maintained by and at the expense of the Company:
- (5) The carriageway and footways on the said bridge shall be formed made up paved channelled kerbed and drained by the council and the council shall at all times at their own expense maintain and repair the said carriageway and footways and the Company shall not be subject to any obligation or liability with respect to such maintenance and repair:
- (6) The construction by the Company of the said extension alteration and widening of the said bridge shall when commenced be proceeded with continuously and carried out with all reasonable dispatch and in constructing the same the Company shall do all things that may be reasonably necessary to avoid any interference during such construction with the traffic on the said road or the footpaths thereof and shall comply with all reasonable directions requirements and regulations of the council for the safety of the passengers and vehicular traffic thereon during the period of construction of such works:
- (7) Any difference which arises between the Company and the council under or in relation to any provisions of this section (including the certificate of the Company's engineer under subsection (3) of this section) shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

21. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the county council") the following provisions shall have effect unless otherwise agreed in writing between the Company and the county council:—

For
protection
of West
Riding
County
Council.

- (1) The bridge for carrying the public highway called "New Road" in the parish of Drax

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- (numbered on the deposited plans 6 in that parish) over Railway (No. 4) by this Act authorised shall be of a width between the parapets not less than thirty feet :
- (2) Notwithstanding anything shown on the deposited plans and sections the roadway on the said bridge and the approaches thereto shall be so constructed as to provide gradients not steeper than 1 in 20 in any part thereof :
 - (3) The Company shall make adequate provision for the draining of all surface water from the said road where carried over the railway and for conveying such water to suitable drains or outlets so as not to cause flooding or accumulations of water :
 - (4) Not less than one month before commencing any works affecting the said road the Company shall submit to the county council for their reasonable approval plans sections and particulars of the same (including all works to be executed pursuant to this section) and the said works shall not be carried out otherwise than in accordance with the said plans sections and particulars as approved by the county council or as settled by arbitration as hereinafter provided Provided that if before the expiration of the said period of one month the county council shall not have intimated in writing to the Company their disapproval of the said plans sections and particulars or any requirement with respect thereto they shall be deemed to have approved thereof :
 - (5) All such works and other works as aforesaid affecting the said road shall be executed under the superintendence (if given) of the surveyor of the county council and to his reasonable satisfaction :
 - (6) The roadway on the said bridge and the approaches thereto shall after the completion thereof to the reasonable satisfaction of the county council be maintained by and at the expense of the county council :
 - (7) Any difference which shall arise under this section shall be referred to and determined by

an arbitrator to be appointed failing agreement on the application of either of the parties (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1930.

22. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed in writing between the Company and the council with regard to Work No 9 railway (No. 4) by this Act authorised in the parishes of Long Drax and Drax in the rural district of Selby (in this section referred to as "the railway") :—

For further protection of West Riding County Council.

(1) The Company shall construct and thereafter maintain at their own expense all such culverts arches or other works as may be reasonably necessary for carrying any drain or watercourse under or alongside the railway or any work connected therewith. The said works shall be constructed in accordance with plans sections and particulars previously submitted to and reasonably approved by the council or other drainage authority having for the time being jurisdiction over any such drain or watercourse (in this section referred to as "the drainage authority") and to their reasonable satisfaction and under their superintendence if after reasonable notice from the Company they shall choose to be represented by their drainage officer or engineer or other representative. The said works shall be so constructed as to provide for the free and uninterrupted passage at all times through and along the said culverts arches or other works of the water flowing to or along any such drain or watercourse :

(2) Any difference arising with reference to the provisions aforesaid between the Company on the one hand and the council or the drainage authority on the other hand shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them)

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by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Power to
stop up
certain
roads at
West Ham.

23.—(1) When the new street (Work No. 7) authorised by the Royal Victoria and other Docks Approaches (Improvement) Act 1929 has been completed the Company may in the county borough of West Ham in the county of Essex stop up and discontinue so much of the North Woolwich Road as crosses the Company's North Woolwich Railway on the level at the Whitegates level crossing and when the new street (Work No. 8) authorised by the said Act has been completed the Company may stop up and discontinue so much of the said North Woolwich Road as crosses the said railway on the level at the west end of Silvertown station and from and after such stopping up all rights of way over and along the said portions of road authorised to be stopped up shall be extinguished and the Company may appropriate and use for the purposes of their undertaking the portions of road so stopped up.

(2) All expenses incurred by the Company in or in connection with the exercise and carrying into effect of the provisions of this section and approved by the Minister of Transport shall for the purposes of the Royal Victoria and other Docks Approaches (Improvement) Act 1929 be deemed to be expenses incurred in or in connection with the carrying into execution of the provisions of that Act as part of the cost of the improvements thereby authorised and shall be defrayed accordingly.

For
protection
of Metro-
politan
Water
Board.

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

Notwithstanding anything contained in the section of this Act of which the marginal note is "Power to stop up certain roads at West Ham" the Company shall not interfere with any of the mains pipes works or apparatus (in this section referred to as "apparatus") of the board in under or adjacent to the level crossings referred to in the said section and the board shall be entitled to exercise as heretofore such rights of

access to such apparatus together with such rights of opening breaking up and interfering with the said level crossings and the railway thereunder as they are now entitled to exercise. A.D. 1930.

25. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say):—

Power to
Company
to acquire
lands.

In the county of Middlesex—

In the urban district of Wembley—

- (1) Lands adjoining the Wembley loop line on the north-west side thereof to the north of Wembley Stadium station and extending for a distance of 4 chains north of the building in the occupation of Merrington Brothers Limited :
- (2) Lands adjoining the Company's property on the north-west side of the Wembley loop line to the south-west of Wembley Stadium station and extending for a distance of 6 chains south-west of the building in the occupation of A. S. Refrigerators Limited.

In the urban district of Enfield—

- (1) Lands situate over and to the west of the Hadley south tunnel extending from the centre of Camlet Way to the north entrance to the said tunnel :
- (2) Lands on the west side of and adjoining the London to York main line at Hadley Wood station and extending north for a distance of 17 chains from the north side of Crescent Road :
- (3) Lands situate over and to the west of the Hadley north tunnel and extending north from the south entrance to the said tunnel for a distance of 4 chains.

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In the county of Essex—

In the borough of Chelmsford—

Lands lying between the London to Colchester main line and Victoria Road and adjoining and extending for a distance of 8 chains west of the river Chelmer.

In the east riding of the county of York—

In the urban district of Hessle—

- (1) Lands on the north side of and adjoining the Company's property between Priory Yard sidings and Ferry Road and extending between points respectively 6 chains and 34 chains east of the bridge carrying Ferry Road over the Hull and Selby Railway and for a distance of 4 chains north of the Company's said property :
- (2) Lands forming the site of part of Itlings Lane between its termination at the Itlings and a point 3 chains west thereof and may stop up and discontinue the said part of that lane.

Period for
completion
of new
railways.

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

Imposing
penalty if
new
railways
not opened
within
period
limited.

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

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided. A.D. 1930.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening the new railways by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

28. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such new railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. Application of penalty.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the new railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors

A.D. 1930. — thereof and subject to such application shall be repaid or re-transferred to the Company.

Power to deviate in construction of works.

29. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railways shown on the deposited sections thereof in accordance with the provisions of the Railways Clauses Consolidation Act 1845 :

Provided that no deviation either lateral or vertical shall be made below high-water mark without the consent in writing of the Board of Trade Provided also that as regards the bridge by which the Railway (No. 3) by this Act authorised will be carried over the river Orwell the Company shall not deviate downwards from the levels shown on the deposited sections.

Power to cross certain roads on the level.

30. Subject to the provisions contained in the Railways Clauses Consolidation Act 1845 and in Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 with reference to the crossing of roads on the level the Company may in the construction of widening (No. 2) carry the same with a single line whilst the widening shall consist of a single line and afterwards with a double line across and on the level of the public road numbered on the deposited plans 3 in the parish of Downham.

As to bridges on widenings.

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

Power to stop up road at Shenfield.

32. Subject to the provisions of this Act the Company may stop up and cause to be discontinued as a road so much of the road numbered on the deposited plans of widening (No. 1) 4 in the parish of Shenfield as

is situate within the limits of deviation shown upon the said plans. A.D. 1930.

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

Power to divert and stop up roads and footpaths.

Work.	Area.	Number of road or footpath on plan.
Widening (No. 1) Railway (No. 1)	Urban district of Hornchurch	4
Railway (No. 1)	Parish of Shenfield - -	24
Railway (No. 1)	Parish of Mountnessing - -	1 7
Widening (No. 5)	Parish of Charlesworth - -	6 10 14 15 20 25 35
Widening (No. 5)	Parish of Charlesworth - -	21
Widening (No. 5)	Parish of Charlesworth - -	37 39 43 44 46
Widening (No. 5)	Parish of Charlesworth - -	38
Railway (No. 4)	Parish of Long Drax - -	4 6 7

34. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient. Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such road highway or approach.

Repair of roads where level not permanently altered.

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

Underpinning of houses near works.

A.D. 1930. — strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section :

A.D. 1930.
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- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of the requirements of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section shall subject to the provisions of this Act be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

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

Stopping up roads and footpaths without providing substitute.

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

Stopping up
roads and
footpaths
in case of
diversion.

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

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

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

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

Further
provision
as to repair
of roads
and
footpaths.

38. Subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the

structure carrying any such road or footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

A.D. 1930.

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

As to private rights of way over lands acquired compulsorily.

40. Subject to the provisions of the section of this Act the marginal note of which is "Crown rights" but notwithstanding any other provision of this Act or of any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway tramway tramroad river canal navigation watercourse drain dyke or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but they may acquire such easements and rights in over or under any such railway tramway tramroad river canal watercourse drain dyke or sewer as they may require for making maintaining working and using any such work and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

Power to acquire easements compulsorily in certain cases.

41. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the

Owners may be required to sell parts only of certain properties.

A.D. 1930. — purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid

can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

A.D. 1930:

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

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

Period for compulsory purchase of lands.

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

Power to certain owners to grant easements.

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

Power to enter upon property for survey and valuation.

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

Costs of arbitration in certain cases.

45.—(1) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered

to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case:

A.D. 1930.

Provided that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters (namely):—

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator.

A.D. 1930.

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Compensa-
tion in
case of
recently
altered
buildings.

46. In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-nine if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition of such lands by the Company.

As to
private
street
expenses in
certain
cases.

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

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

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

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive. A.D. 1930.

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

48. The provisions of section 43 of the London and North Eastern Railway Act 1923 (which authorises the leasing &c. of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) and of section 71 of the London and North Eastern Railway Act 1924 (which authorises the building &c. on and over lands acquired or held by the Company under the powers of that Act or any previous Act) shall extend and apply to any lands or premises acquired or held under the powers of this Act. Appli-
cation of
section 43
of Act of
1923 and
section 71
of Act of
1924.

49. The periods now limited by the London and North Eastern Railway Act 1925 for the completion of deviation railways Nos. 1 and 2 at Wood Green authorised by the Great Northern Railway Act 1914 and railway No. 6 (Blackwell Colliery Branch Extension) authorised by the said Act of 1925 are hereby extended until the first day of October one thousand nine hundred and thirty-five and the said Act of 1925 shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Act for the completion thereof respectively. Extension
of time for
completion
of works.

50.—(1) The Company may borrow on mortgage of their undertaking any sums not exceeding in the whole seven million pounds without being required to obtain the certificate of a justice under section 40 of the Companies Clauses (Consolidation) Act 1845. Power to
Company to
raise
further
money.

(2) The directors of the Company may from time to time by virtue of this section and without further or other sanction or authority raise the said sums so authorised to be borrowed either by borrowing the same on mortgage of the undertaking of the Company or by the creation and issue of debenture stock whether redeemable or irredeemable as they may decide and at such rate of interest and on such terms and conditions

A.D. 1930. — as they may determine at the time of the borrowing thereof or of the issue of such stock.

(3) The amount to be raised under this section shall not exceed the said sum of seven million pounds after taking into account any premiums or discounts obtained or allowed on any issue of debenture stock thereunder.

(4) The directors of the Company may in exercising the powers of this section grant mortgages or dispose of debenture stock at such times to such persons and on such terms and conditions and in such manner as they may think advantageous to the Company.

(5) Subject to the foregoing provisions of this section Part III of the Companies Clauses Act 1863 and section 25 (Debenture stock) of the Scheme of 1922 shall apply to any mortgages granted and any debenture stock created and issued under the powers of this section as if they were granted or created and issued by the Company.

Appoint-
ment of
receiver.

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

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

Application
of capital.

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

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

A.D. 1930.

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Power to
Company to
apply funds.

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

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

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

Provision as
to general
Railway
Acts.

56. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Crown
rights.

57. 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

Saving
rights of
duchy of
Lancaster.

A.D. 1930. Chancellor for the time being of the said duchy first had and obtained (which said 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.

Costs of
Act.

58. 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.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY
MAY BE TAKEN COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
WORK NO. 1 WIDENING (NO. 1).		
Urban district of Hornchurch.	17	Garden.
	18	Fowl house and run.
	19	Yard and stables.
Parish of South Weald	23	Brickfield siding and river bank.
	19	Garden ground garage workshop and accommodation road.
	35	Garden ground and sewer.
	36	Laundry yard billposting station and sewer.
	37	Drying ground and sewer.
	38	Garden and sewer.
	39	Garden and sewer.
	40	Garden ground and sewer.
	41	Garden and sewer.
	42	Garden shed and sewer.
	43	Garden and sewer.
	44	Garden workshops garage and sewer.
	45	Garden and sewer.
	46	Garden and sewer.
	47	Garden sheds and sewer.
	48	Garden and sewer.
	49	Garden fowlhouse and sewer.

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Area.	No. on deposited plans.	Description of property in book of reference.
Parish of South Weald —continued.	50	Garden and sewer.
	52	Garden ground builders' yard and shed.
	53	Garden and sheds.
	54	Garden and shed.
	55	Garden.
	56	Garden and shed.
	57	Garden.
	58	Garden.
	59	Garden and sheds.
	60	Garden.
	61	Garden and shed.
	62	Garden and shed.
	63	Garden shed and fowlhouse.
	64	Garden fowlhouse and sewer.
	65	Garden sheds and sewer.
	66	Garden and sewer.
	67	Garden and sewer.
	68	Garden shed and sewer.
	69	Garden sheds and sewer.
	70	Garden shed and sewer.
	71	Garden and sewer.
	72	Garden sheds and sewer.
	73	Garden shed and sewer.
	74	Garden shed and sewer.
	75	House garden and sewer.
	76	House garden and sewer.
	77	House garden and sewer.
	78	House garden fowlrun and sewer.
	79	House garden and sewer.
	80	House garden and sewer.
	81	House garden and sewer.
	82	House garden and sewer.
	83	House garden and sewer.
	84	House garden and sewer.
	85	House garden shed and sewer.
	86	House garden shed and sewer.
	87	House garden and sewer.
	88	Yard.
	90	House and bank premises garden outbuildings fowlhouse and sewer.
Parish of Shenfield -	5	Yard and garage.
	13	Passage way.
	19	Garden ground stream and plantation.
Parish of Ingrave -	2	Field.
Parish of Hutton -	3	Brickfield and works and foot-path.

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Area.	No. on deposited plans.	Description of property in book of reference.
WORK NO. 4—RAILWAY (No. 3).		
County borough of Ipswich.	4	Land and siding telegraph and telephone wires.
WORK NO. 7—WIDENING (No. 4).		
Parish of Saxilby-with-Ingleby.	3	Land and cart track.
WORKS NOS. 10 AND 11—RAILWAYS (No. 5) and (No. 6).		
Parish of Eastington	15	Land clay pit and drain.
. ADDITIONAL LANDS AT ENFIELD.		
Urban district of Enfield.	4	Garden greenhouse stable and land.

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