



## CHAPTER lx.

An Act to authorise the Great Northern Railway Company to construct certain new railways a widening of railway and other works and to acquire lands and to confer further powers upon that Company to authorise the acquisition of lands by the Great Northern and Great Central Railway Companies jointly and by the Cheshire Lines Committee the Midland and Great Northern Railways Joint Committee and the Norfolk and Suffolk Joint Railways Committee to extend the time for the purchase of lands under the Cheshire Lines Act 1903 and for other purposes. A.D. 1913.

[15th August 1913.]

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

To make and maintain the new railways widening of railway and other works hereinafter described;

To stop up and otherwise deal with certain roads and footpaths;

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

And whereas it is expedient that the Great Northern Company and the Great Central Railway Company (hereinafter together referred to as "the Two Companies") the Cheshire Lines Committee the Midland and Great Northern Railways Joint Committee and the Norfolk and Suffolk Joint Railways Committee should respectively be authorised to purchase or

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A.D. 1913. — acquire lands for the general purposes of their respective undertakings and to hold for such purposes lands already purchased by them or on their behalf respectively :

3 Edw. 7.  
c. cxi.

And whereas it is expedient that the time limited by the Cheshire Lines Act 1903 for the compulsory purchase of lands for the purposes of certain railways authorised by that Act as extended by the Great Northern Railway Act 1906 and as further extended by the Cheshire Lines Act 1908 and the Midland Railway Act 1911 should be further extended as by this Act provided :

6 Edw. 7.  
c. cxliv.  
8 Edw. 7.  
c. xxiii.  
1 & 2 Geo. 5.  
c. c.

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

And whereas in the month of November last plans and sections showing the lines and levels of the widening and works (other than the works next hereinafter referred to) authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken or held under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division hereinafter mentioned were duly deposited with the clerks of the peace for the counties of London Middlesex Hertford Bedford Northampton Nottingham Leicester Derby Stafford Lancaster Chester and Norfolk and for the parts of Kesteven and the parts of Lindsey in Lincolnshire and the west riding of the county of York and the Soke of Peterborough and the said documents are hereinafter respectively referred to as the originally deposited plans sections and book of reference :

And whereas in the month of April last supplemental plans and sections showing the lines and levels of the new railways and certain of the other works authorised by this Act and plans of the lands which may be taken or used for the purposes thereof or otherwise under the powers of this Act and also a book of reference to such supplemental plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such last-mentioned lands so far as those documents relate to lands in the county and divisions hereinafter mentioned were deposited with the respective clerks of the peace for the county of Middlesex and for the parts of Kesteven and the parts of Lindsey in Lincolnshire and the said supplemental plans sections and book of reference are herein-

after respectively referred to as the supplemental plans sections and book of reference: A.D. 1913.

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

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

## PART I.

### INTRODUCTORY.

1. This Act may be cited as the Great Northern Railway Act 1913. Short title.

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

Act divided  
into Parts.

Part I.—Introductory.

Part II.—Construction of Works by Great Northern Company.

Part III.—Powers to Great Northern Company with reference to lands.

Part IV.—Powers to the Two Companies.

Part V.—Powers to Cheshire Lines Committee.

Part VI.—Powers to Midland and Great Northern Railways Joint Committee.

Part VII.—Powers to Norfolk and Suffolk Joint Railways Committee.

Part VIII.—Miscellaneous Provisions.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

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

4. In this Act—

Interpretation.

The several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated

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herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction ;

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

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

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

The expression "the new railways" means the railways in the county of Lincoln by this Act authorised ;

The expression "the railway widening" means the widening of railway and works connected therewith by this Act authorised to be constructed by the Great Northern Company ;

The expression "the new footbridge" means the new footbridge and approach thereto and other works connected therewith in the parish of Wood Green by this Act authorised ;

The expressions "the Wood Green Council" and "the Southgate Council" respectively mean the Wood Green Urban District Council and the Southgate Urban District Council ;

The expressions "the deposited plans" "the deposited sections" and "the deposited books of reference" respectively mean and include (A) the originally deposited plans and the supplemental plans (B) the originally deposited sections and the supplemental sections and (c) the originally deposited book of reference and the supplemental book of reference.

## PART II.

### CONSTRUCTION OF WORKS BY GREAT NORTHERN COMPANY.

Power to  
Great Nor-  
thern Com-  
pany to make  
new railways  
and railway  
widening.

5. Subject to the provisions of this Act the Great Northern Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the new railways and the widening of railway (including in such

widening the altering and improving of and the laying down of additional lines of rails upon such railway) hereinafter described with all proper stations junctions lines of rail sidings approaches roads works and conveniences connected therewith respectively. A.D. 1913.

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

#### RAILWAYS AT LINCOLN.

A Railway (No. 1) (1 furlong 3·15 chains or thereabouts in length) commencing in the parish of Canwick in the rural district of Branston in the parts of Kesteven in Lincolnshire by a junction with the Lincolnshire Loop Line of the Great Northern Company at a point thereon five chains or thereabouts westward of the mile post on that line denoting 137½ miles from London and terminating in the parish of Lincoln in the city and county borough of Lincoln in the parts of Lindsey in Lincolnshire by a junction with Railway No. 3 hereinafter described at a point adjoining the northern side of the paint shop at the works of Messieurs Clayton and Shuttleworth Limited and two and a half chains or thereabouts westward of the eastern end of that shop:

A Railway (No. 2) (9·15 chains or thereabouts in length) wholly in the said parish of Lincoln commencing at or near the eastern end of the bridge situate between the Market Rasen Branch of the Great Central Railway Company and the said Lincolnshire Loop Line and carrying an existing siding of Messieurs Clayton and Shuttleworth Limited over the Sincil Dyke by a junction with that siding and terminating by a junction with the said Lincolnshire Loop Line at or near the mile post thereon denoting 138 miles from London:

A Railway (No. 3) (1 furlong 3·25 chains or thereabouts in length) commencing in the said parish of Lincoln at a point on the northern boundary of the field numbered 349 in that parish on the  $\frac{1}{2500}$  scale Ordnance map second edition 1907 (Lincolnshire—sheet LXX. 7) and one chain or thereabouts eastward of the north-western corner of the said field and terminating in the said parish of Canwick by a junction with an existing siding of Messieurs Clayton and Shuttleworth Limited at a point two and a half chains or thereabouts westward of the western end of the paint shop hereinbefore referred to.



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

WIDENING AT GONERBY.

A widening of the Nottingham and Grantham Railway on the up side thereof wholly in the parts of Kesteven in Lincolnshire commencing in the parish of Little Gonerby in the borough of Grantham by a junction with the up line of that railway near the Barrowby Road signal-box and terminating in the parish of Great Gonerby by a junction with the said up line near the Gonerby signal-box.

Diversion of  
towing-path  
and other  
works in  
connection  
with new  
railways.

6.—(1) Subject to the provisions of this Act and for the purposes of and in connection with the construction of the new railways or any of them the Great Northern Company may in the lines and according to the levels shown on the supplemental plans and sections make and maintain the following works (that is to say):—

- (A) A diversion of the towing path on the southern bank of the River Witham in the parish of Lincoln such diversion commencing at a point seven and a half chains or thereabouts eastward of the bridge carrying the Market Rasen Branch of the Great Central Railway Company over the River Witham and terminating at a point three and a half chains or thereabouts eastward of that bridge:
- (B) A raising of the southern bank of the River Witham commencing at a point thirteen chains or thereabouts eastward of the said bridge and terminating at a point two and a half chains or thereabouts eastward of that bridge:
- (C) A raising of the northern bank of the said river commencing at a point seven chains or thereabouts eastward of the said bridge and terminating at a point three chains or thereabouts eastward of that bridge.

(2) Notwithstanding anything contained in section 138 of the Great Northern Railway Act 1846 the Great Northern Company shall not be required to construct the said towing path as diverted under the powers of this section of any greater width than six feet.

Tolls on new  
railways and  
railway  
widening.

7. The new railways and the railway widening shall for all purposes form part of the undertaking of the Great Northern

Company provided that the railway widening shall for the purposes of tolls rates and charges be deemed to form part of that portion of the said undertaking which is referred to in the Great Northern Railway (Rates and Charges) Order Confirmation Act 1891 as "the Nottingham and Grantham Branch." A.D. 1913.

8. The Great Northern Company may for the purpose of the construction maintenance or repair of Railway No. 3 by this Act authorised and of the bridge for carrying the same over the River Witham and of the works referred to in the section of this Act of which the marginal note is "Diversion of towing-path and other works in connection with new railways" construct place and maintain temporarily or otherwise and use all such piers supports embankments stagings piling caissons dolphins coffer-dams scaffolding pontoons machinery apparatus appliances and other works structures and things as they may deem necessary or expedient in on over or under the bed banks or channel of the said river The said bridge may if the Great Northern Company think fit be constructed as a swing or opening or lifting bridge and the provisions of section 138 of the Great Northern Railway Act 1846 shall not apply to the said bridge. Subsidiary works in connection with Railway No. 3 and other works.

9. The Great Northern Company on the one hand and Messieurs Clayton and Shuttleworth Limited on the other hand may enter into and carry into effect any agreements or arrangements for or with respect to the construction maintenance and working of the new railways and the acquisition of any lands required therefor and contributions by the said Messieurs Clayton and Shuttleworth Limited to the cost of such construction maintenance working or acquisition. Agreements as to construction &c. of new railways.

10. For the protection of the mayor aldermen and citizens of the city of Lincoln the following provisions shall apply and have effect unless otherwise agreed between the said mayor aldermen and citizens and the Great Northern Company:— For protection of Lincoln Corporation.

Subject as hereinafter mentioned the Great Northern Company will not marshal traffic or make up trains over the portion of Railway No. 3 which is crossed on the level by the footpaths on the northern and southern banks of the River Witham nor shall the Great Northern Company run trains over the said portion of railway at such time or times as workpeople are passing over the said portion of railway in going to or returning from their employ-

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ment Provided always that if the Great Northern Company shall enter into an agreement with Messieurs Clayton and Shuttleworth Limited under the powers of the section of this Act whereof the marginal note is "Agreements as to construction &c. of new railways" whereby Messieurs Clayton and Shuttleworth Limited undertake the working of the said Railway No. 3 the provisions of this section shall during the continuance of any such agreement apply to Messieurs Clayton and Shuttleworth Limited in place of the Great Northern Company and such provisions shall during the continuance of any such agreement be read and have effect as if "Messieurs Clayton and Shuttleworth Limited" were inserted therein instead of "the Great Northern Company."

Power to  
Great Nor-  
thern Com-  
pany to con-  
struct new  
footbridge.

11. Subject to the provisions of this Act the Great Northern Company may in the lines and according to the levels shown on the supplemental plans and sections make and maintain the works hereinafter described together with all necessary and convenient approaches stairs passages inclines walls fences and ways in connection therewith or incidental thereto (that is to say):—

A footbridge at Bowes Park Station over the Enfield Branch Railway of the Great Northern Company in the parish and urban district of Wood Green in the county of Middlesex commencing at a point on or near the north-eastern boundary of Station Road two and a half chains or thereabouts measured in a north-westerly direction from the south-eastern end of that road and terminating at a point half a chain or thereabouts measured in a north-easterly direction from the centre of the south-eastern end of Herbert Road (formerly Carlton Road) and on or near the south-eastern side of the footpath which passes the south-eastern end of the last-mentioned road :

An approach to the said footbridge on the south-eastern side thereof commencing at a point on or near the said north-eastern boundary of Station Road one chain or thereabouts measured in a north-westerly direction from the south-eastern end of that road and terminating by a junction with the said footbridge at its commencement hereinbefore described.



**12.** If within one year after the passing of this Act the Wood Green Council shall convey or cause to be conveyed to the Great Northern Company free of cost the portion of land hatched green on the plan marked "A" signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords) the Great Northern Company shall within twelve months from the date of such conveyance proceed to erect the new footbridge in accordance in all respects with the particulars shown on the said plan and to the reasonable satisfaction of the Wood Green Council and the Southgate Council and shall provide erect and construct all such fences and other incidental works as are shown on that plan.

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As to construction of footbridge at Bowes Park Station.

**13.—(1)** On the completion of the new footbridge in accordance with the last preceding section of this Act the Wood Green Council and the Southgate Council shall respectively make the following contributions towards the cost of the construction thereof (that is to say):—

Contributions by Wood Green Council and Southgate Council to cost of construction of footbridge.

(A) The Wood Green Council shall pay to the Great Northern Company the sum of six hundred and twenty-five pounds; and

(B) The Southgate Council shall pay to the Great Northern Company the sum of three hundred and twenty-five pounds.

(2) The Wood Green Council and the Southgate Council respectively may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any Act of Parliament borrow at interest the respective sums to be contributed by them under the provisions of this section and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgage granted by the respective councils under this section. Any moneys borrowed by the respective councils under this Act and the interest payable thereon shall be respectively charged on the district fund and general district rate of the urban district and shall be repaid within forty years from the date of borrowing the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act.

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

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

mandamus to be obtained by the Local Government Board out of the High Court. A.D. 1913.

**14.** At all times after the completion of the new footbridge the Wood Green Council shall at their own expense repair maintain and light the staircase shown by a blue colour on the plan referred to in the section of this Act of which the marginal note is "As to construction of footbridge at Bowes Park Station" and the eastern approach to the new footbridge between the points respectively marked "A" and "B" on the said plan and the fences of such approach. As to repair of new foot-bridge.

**15.** At any time after the completion of the new footbridge and from time to time the Great Northern Company may make such alterations therein and such openings in the parapets thereof as they may think necessary for the purpose of connecting the said bridge with their Bowes Park Station or any booking office or works now or hereafter to be constructed at that station or for the purpose of accommodating the traffic at the said station. Power to Great Northern Company to make connections with new footbridge.

**16.** Upon the completion and opening for public use of the new footbridge all public rights of way over the existing footbridge crossing the Enfield Branch Railway of the Great Northern Company at Bowes Park Station and the approaches to that footbridge (so far as such approaches are rendered unnecessary by the construction of the new footbridge) shall be by virtue of this Act extinguished and the Great Northern Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site and soil of the said existing footbridge and approaches so far as the same are situate between the eastern and western boundaries of the property of the Great Northern Company. Power to Great Northern Company to remove existing foot-bridge at Bowes Park Station.

**17.** Subject to the provisions of this Act the Great Northern Company may in the lines and according to the levels shown on the deposited plans and sections make and maintain the bridge widening hereinafter described (that is to say):— Power to Great Northern Company to widen bridge.

#### WIDENING OF BRIDGE AT DONCASTER.

A. widening in the township and borough of Doncaster in the west riding of the county of York on the western

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side of the bridge carrying their main line over the River Don New Cut of the Sheffield and South Yorkshire Navigation such widening being an extension in a westerly direction of the bridge to be constructed on the western side of the said main line for carrying over the said navigation the widening from Doncaster to Shaftholme Junction authorised by the Great Northern Railway Act 1911.

Construc-  
tion of works  
at King's  
Cross by  
Great Nor-  
thern Com-  
pany.

**18.** Subject to the provisions of this Act the Great Northern Company may make in the lines and according to the levels shown on the deposited plans and sections the works hereinafter described and may exercise the powers hereinafter referred to (that is to say):—

NEW ROAD AND STOPPING UP OF ROAD AND OTHER WORKS AT  
KING'S CROSS.

(1) They may in the parish and metropolian borough of St. Pancras in the county of London construct the following work (that is to say):—

A new road commencing by a junction with Wharf Road at a point therein about one hundred and ten yards north-eastward of the junction therewith of Cambridge Street and terminating by a junction with York Road at a point therein about two chains south of the centre of the bridge carrying that road over the Regent's Canal and on the western side of the centre line of York Road aforesaid:

(2) They may in connection with the said new road alter and improve the gradients of so much of Wharf Road as lies between the commencement of the said new road and a point about fifty-five yards southward of the said junction of Cambridge Street and Wharf Road and alter the level of so much of Cambridge Street as extends for a distance of about forty yards north-westward of its junction with Wharf Road:

(3) They may in connection with the said new road stop up so much of Battle Bridge Road in the said parish and metropolitan borough of St. Pancras as lies between York Road and a point about two hundred and twenty yards westward of the centre of York Road:

- (4) They may in the said parish and metropolitan borough of St. Pancras make and maintain— A.D. 1913.

(a) A bridge over the Regent's Canal commencing on the southern side of that canal in the said new road at a point about seventy-five yards north-eastward of the centre of the bridge over the said canal known as Somers Bridge and terminating in the goods yard of the Great Northern Company on the northern side of the said canal at or near the northern boundary of the towing path on that side of the said canal;

(b) An embankment or wall commencing at the northern boundary of the property of the Great Northern Company on the southern side of the said canal immediately adjoining the western side of Maiden Lane Bridge and terminating at the northernmost point of the wharf of the Great Northern Company on the western side of and adjoining the entrance to the basin connecting with the said canal and constructed on the property of the Great Northern Company:

- (5) They may demolish and remove Somers Bridge aforesaid and the bridge situate immediately to the eastward thereof and connecting the property of the Great Northern Company on the southern side of the said canal with their goods depôt on the northern side thereof:
- (6) They may for the purposes of the construction maintenance or repair of the said embankment or wall construct place and maintain temporarily or otherwise and use caissons dolphins coffer-dams piles staging scaffolding pontoons machinery apparatus appliances and other works structures and things in the channel and waterway of the said canal.

**19.** Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter called "the council") (that is to say):—

For protection of London County Council.

- (1) The Great Northern Company shall construct the said new road of a clear width throughout of not less than



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fifty feet in the line shown on the plan marked "B" signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords):

- (2) Before the Great Northern Company stop up any part of Battle Bridge Road they shall at their own expense construct all necessary retaining walls and fences and properly pave and make up the lands coloured red on the plan marked "C" also signed and deposited as aforesaid and the lands when so paved and made up shall be added to and form part of York Road:
- (3) If and when the Great Northern Company pull down the building on the piece of land coloured blue on the plan marked "C" they shall at their own expense construct all necessary works and properly pave and make up the said piece of land and the same shall be added to and form part of York Road:
- (4) Subsections (2) and (3) of section 43 of the Great Northern Railway Act 1911 are hereby repealed:
- (5) Section 114 of the Great Northern Railway Act 1911 is incorporated with and forms part of this Act.

For protection of St. Pancras Borough Council.

**20.** Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the mayor aldermen and councillors of the metropolitan borough of St. Pancras (hereinafter called "the council" and "the borough" respectively) shall unless otherwise agreed between the Great Northern Company and the council apply and have effect (that is to say):—

- (1) The Great Northern Company shall construct the new road in the borough by this Act authorised of a clear width throughout of not less than fifty feet in the line and to the levels shown on the plan and sections marked "D" and "E" respectively and signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited with the Clerk of the Parliaments House of Lords

and another copy has been deposited in the Private Bill Office of the House of Commons: A.D. 1913.

- (2) Simultaneously with the construction of the said new road the Great Northern Company at their own expense shall reconstruct that part of York Road which lies between Crinan Street and Maiden Lane Bridge in the borough of a gradient of one in twenty-seven and shall widen the road by adding thereto the lands coloured red on the plan marked "F" also signed and deposited as aforesaid and for that purpose construct all necessary retaining walls and fences and shall carry out all alterations of roadways and footways adjacent to or connecting with York Road and all alterations of electric mains cables pipes and apparatus sewers drains and gullies and other works belonging to the council which may be rendered necessary in consequence of the said reconstruction of York Road:
- (3) The Great Northern Company shall properly pave the carriageway of York Road as reconstructed and widened between the said points with Aberdeen granite setts with a concrete foundation and shall reset the kerbs and reform the footpaths between the said points and thereafter the said road between the said points as reconstructed and widened shall be maintained repaired cleansed and lighted by the council:
- (4) If and when the Great Northern Company pull down the building on the piece of land coloured blue on the said plan marked "F" they shall widen York Road by adding thereto that piece of land and execute all necessary works in that behalf and subsection (3) of this section shall apply to the said last-mentioned widening of York Road:
- (5) The provisions of the section of this Act the marginal note whereof is "Power to deviate in construction of new railways railway widening and works" shall not apply to the alterations of the gradients of Wharf Road and Cambridge Street authorised by this Act but the gradients of the said road and street shall be altered in accordance with the lines shown on the deposited sections relating respectively to the said road and street:

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- (6) The Great Northern Company shall pave the said new road that portion of Wharf Road coloured brown on the said plan marked "D" and the portion of Cambridge Street the gradient of which shall be altered under the powers of this Act with such material and in such manner as may be reasonably required by the borough engineer:
- (7) From and after the construction of the said new road and the reconstruction of the said portions of Wharf Road and Cambridge Street the Great Northern Company shall maintain or cause to be maintained to the satisfaction of the council the whole of the said new road and the part of Wharf Road coloured brown on the said plan marked "D" but the council shall maintain and repair cleanse and light Cambridge Street aforesaid:
- (8) The Great Northern Company shall construct a pipe sewer of twelve inches diameter beneath the new road by this Act authorised at such a depth in such position and with such gradient as the council may reasonably require (together with all necessary manholes and gullies) to take the surface water:
- (9) Twenty-eight days before commencing any of the works referred to in this section the Great Northern Company shall submit to the council plans sections and particulars showing the manner in which they propose to construct the said works and the materials intended to be used and the Great Northern Company shall comply with all reasonable requirements of the council with regard to the execution of the said works. Such plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered by the council to the Great Northern Company within twenty-one days after the delivery of the same to the council. The Great Northern Company shall not commence any of the works until they shall have given to the borough engineer three clear days' notice in writing of their intention so to do and such notice shall not be given until either the said period of twenty-eight days has expired or the approval of the council to the said plans sections and particulars has been given:

(10) If any difference shall arise between the council and the Great Northern Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an arbitrator to be appointed on the application of either the Great Northern Company or the council by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration: A.D. 1913.

(11) In carrying out the works in this section specified (A) the Great Northern Company may by agreement with the council exercise all or any of the powers and authorities vested in the council (B) the council may by agreement with the Great Northern Company exercise all or any of the powers and authorities vested in the Great Northern Company.

**21.** For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall in the execution of the works by this Act authorised unless otherwise agreed in writing between the gas company and the Great Northern Company apply and have effect (that is to say):— For protection of Gas Light and Coke Company.

(1) The provisions of section 26 (For protection of Gas Light and Coke Company) of the Great Northern Railway Act 1904 shall extend and apply for the benefit and protection of the gas company in relation to the exercise of the powers of this Act:

(2) The provisions of the section of this Act the marginal note whereof is "Power to deviate in construction of new railways railway widening and works" shall not apply to the alterations of the gradients of Wharf Road and Cambridge Street authorised by this Act but the gradients of the said road and street shall be altered in accordance with the lines shown on the deposited sections relating respectively to the said road and street:

(3) Forthwith after the stopping up under the powers of the section of this Act of which the marginal note is "Construction of works at King's Cross by Great Northern Company" of any portion of Battle Bridge Road the Great Northern Company shall pay to the

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

(A) All mains pipes and apparatus of the gas company situate in and under the portion of road so stopped up; and

(B) All other mains pipes works and apparatus of the gas company which are rendered derelict by the stopping up of the said portion of the said road; and all such mains pipes works and apparatus shall thereupon become the property of the Great Northern Company:

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

(5) If any difference shall arise with respect to any matter under this section between the gas company and the Great Northern Company the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration.

Power to fill  
in recess or  
lay-bye and  
basin at  
King's Cross.

**22.** At any time after they shall have acquired under the powers in that behalf hereinafter contained such interests as are not already vested in the Great Northern Company in the recess or lay-bye and the basin and entrance thereto in the parish and metropolitan borough of St. Pancras which are referred to in



the section of this Act of which the marginal note is "Power to Great Northern Company to purchase additional lands" the Great Northern Company may fill in level excavate or otherwise deal with the lands forming the site of the said recess or lay-bye and the said basin and entrance and may discharge therefrom into the Regent's Canal any water thereon. A.D. 1913.

**23.** Subject to the provisions of this Act the Great Northern Company may make in the lines shown on the deposited plans the diversions of footpaths hereinafter described and exercise the powers hereinafter referred to (that is to say):— Power to divert foot-paths &c.

(a) **ABOLITION OF FOOTPATH LEVEL CROSSING AT BALDOCK.**

They may stop up so much of the footpath crossing the Cambridge Branch Railway of the Great Northern Company on the level in the parish of Baldock in the county of Hertford about eight and a half chains westward of the western ends of the platforms at Baldock Station as lies between the northern and southern boundaries of their property and abolish the level crossing of their railway by the said footpath.

(b) **STOPPING UP OF ROADS AND FOOTPATH AT PETERBOROUGH.**

They may stop up—

- (i) So much of Priestgate as lies within twenty-four yards of the western termination thereof;
- (ii) The public road known as New Priestgate;
- (iii) So much of Cowgate as lies between the disused level crossing of the railway of the Great Northern Company by that road and a point about seven chains eastward of the eastern gate of the said level crossing; and
- (iv) The existing footpath known as Sweetbrier Walk leading from Priestgate to Cowgate:

And as from the date of such stopping up all rights of way over or along the said road and portions of roads and the said existing footpath shall be extinguished and the Great Northern Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site and soil of the said road and portions of roads and of the said existing footpath.

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(c) DIVERSION OF FOOTPATH AT HAXEY.

They may in the parish of Haxey in the parts of Lindsey in Lincolnshire divert the existing footpath extending from Broomston Lane to Tindale Bank Road and crossing the railway of the Great Northern Company from Bawtry to Haxey on the level at a point about fourteen and a quarter chains east of the bridge carrying that railway over Tindale Bank Road such diversion commencing by a junction with Broomston Lane at the commencement of the said existing footpath about fifteen chains north of the said railway and terminating by a junction with Tindale Bank Road at a point therein about seven chains east of the said bridge and may stop up the said existing footpath and abolish the level crossing of the said railway by the said existing footpath.

(d) DIVERSION OF FOOTPATH AT STICKNEY.

They may in the parish of Stickney in the parts of Lindsey in Lincolnshire divert the existing footpath leading from West Fen Lane to Stickney and crossing the Kirkstead and Little Steeping Railway of the Great Northern Company (in course of construction) on the level at the western end of Stickney Station (also in course of construction) such diversion commencing by a junction with the said footpath at the point where it crosses the northern boundary fence of the property of the Great Northern Company and terminating by a junction with the public road leading from Stickford to Stickney at a point therein about twenty-five yards north of the centre of the bridge (also in course of construction) for the purpose of carrying that public road over the said railway and may stop up so much of the said existing footpath as lies between the commencement of the proposed diversion and the junction of the said existing footpath with the said public road from Stickford to Stickney and abolish the level crossing of the said railway by the said existing footpath.

(e) DIVERSION OF FOOTPATH AT HUMBERSTONE.

They may in the parish and county borough of Leicester in the county of Leicester divert the existing footpath leading into Green Lane and crossing their Leicester Branch Railway on the level at about thirteen chains west of the mile post on that railway denoting eight and a quarter

miles from Marefield North Junction such diversion commencing by a junction with the said footpath at the point where it crosses the southern boundary of the property of the Great Northern Company and terminating by a junction with Green Lane at a point therein about six and a quarter chains north-eastward of the said existing level crossing and may stop up so much of the said existing footpath as lies between the fences of the Great Northern Company and abolish the level crossing of their railway by the said footpath.

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(f) DIVERSION OF FOOTPATH AT WRENTHORPE.

They may in the parish of Outwood in the west riding of the county of York divert the public footpath extending from Potovens Lane to a point on and thence along the western side of the railway of the Great Northern Company such diversion commencing by a junction with the said footpath at a point therein about six chains south-eastward of Potovens Lane and terminating by a junction with the said footpath at a point therein about seven and a half chains southward of Potovens Bridge and may stop up the portion of footpath so diverted.

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

Stopping  
up roads  
in case of  
diversion.

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

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing

A.D. 1913. road or portion thereof or over or along the existing footpath or portion thereof shall be extinguished and the Great Northern Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site and soil of the portion of road or footpath stopped up so far as the same is bounded on both sides by lands of the Great Northern Company.

Extinguishing rights of way over footpaths stopped up.

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

Protection of gas and water mains of local authorities.

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

Power to deviate in construction of new railways railway widening and works.

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

Underpinning of houses near works.

28. 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 Great Northern 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 under-

pin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :— A.D. 1913.

- (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 Great Northern 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 Great Northern Company :
- (3) If any owner lessee or occupier of any such house or building or the Great Northern Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Great Northern Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Great Northern Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Great Northern Company such underpinning



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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 Great Northern Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the arbitrator the Great Northern Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Great Northern 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 enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

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

Repair of  
roads and  
footpaths.

**29.** Where this Act authorises the diversion of a public footpath or the construction of a new road and in connection therewith the stopping up of an existing road or footpath the footpath as diverted or the new road shall be maintained and repaired by the body or person liable to maintain and repair the existing footpath or road.

Agreements  
with county  
councils and  
others as to  
construction  
and main-  
tenance of  
works.

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

or footpaths by this Act authorised. Provided that nothing in this section shall authorise the Great Northern Company to delegate to any such council company or person as aforesaid the powers of constructing the new railways or the railway widening conferred by this Act. A.D. 1913.

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

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

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

**32.** If the Great Northern Company fail within the period limited by this Act to complete the new railways the Great Northern Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railways are completed and opened for traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any land-owner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Penalty imposed unless new railways are opened within time limited.

A.D. 1913. Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Great Northern 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.

Application  
of penalty.

**33.** 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 land-owners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Great Northern Company by this Act for the purposes of the new railways 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 And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Great Northern Company is insolvent be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Great Northern Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Great Northern Company.

For protec-  
tion of  
Regent's  
Canal and  
Dock Com-  
pany.

**34.** In the construction of the new bridge over the Regent's Canal (in this section called "the new bridge") and of the embankment or wall referred to in the section of this Act the marginal note whereof is "Construction of works at King's Cross by Great Northern Company" and in the demolition and removal of Somers Bridge and the bridge situate immediately to the eastward thereof (in this section called "the existing bridges") by this Act authorised and the filling in of the recess

or lay-bye and the basin at King's Cross by this Act authorised the following provisions shall unless otherwise agreed between the Great Northern Company and the Regent's Canal and Dock Company (in this section called "the canal company") under their respective common seals apply and have effect:—

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- (1) Nothing in this Act contained shall compel the canal company to convey or assign to the Great Northern Company the fee simple of any part of the Regent's Canal (in this section called "the canal") or any lands belonging to the canal company forming part of the canal but the Great Northern Company may purchase and take and the canal company may and shall sell and grant such an easement or right in or over the canal and the said land as may be necessary for executing constructing maintaining repairing renewing and using the works by this Act authorised and the provisions of the Lands Clauses Consolidation Act 1845 with respect to the taking of lands otherwise than by agreement shall extend and apply to the acquisition of such easement:
- (2) In constructing the said embankment or wall the Great Northern Company shall not deviate laterally to the northward of the line thereof as shown on the deposited plans:
- (3) Subject and without prejudice to the due execution of the works by this Act authorised the Great Northern Company shall not divert or intercept cut off take use or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal or interfere with any of the works of the canal or diminish or alter the width of the waterway or towing path thereof:
- (4) The Great Northern Company shall construct the new bridge with one clear span of not less than forty-five feet measured at right angles to the faces of the abutments and a headway of not less than ten feet above the level of the present weir at the City Road Lock of the canal company:
- (5) The said new bridge and the said embankment or wall shall be constructed of materials and according to plans and sections to be submitted to and approved by the canal company previously to the commence-

A.D. 1913.  
—

ment of the works or in case of difference between the canal company and the Great Northern Company to be approved by an arbitrator to be appointed as hereinafter provided and such works shall be carried on and completed under the superintendence and to the reasonable satisfaction of the engineer of the canal company. Provided that if the canal company shall not signify their disapproval of the said plans and sections within thirty days after the same shall have been submitted to them they shall be deemed to have approved the same:

- (6) The Great Northern Company shall before commencing any of the works in this section referred to give to the canal company seven days' notice of their intention so to do. The said works shall be carried on and completed so and in such manner that no unnecessary obstruction shall be caused by such works or by any temporary works to the boats or barges navigating the canal or the horses towing the same and the Great Northern Company shall during the progress of the said works and of any necessary repairs or renewals thereof at all times leave an open and uninterrupted navigable waterway in the canal of not less than thirty feet in width of water with six feet for the towing path and ten feet headway above the level of the weir at the said City Road Lock:
- (7) The Great Northern Company shall after the commencement of any of the works in this section referred to which affect the canal proceed with and complete the same with all reasonable despatch:
- (8) If and whenever during the progress of any of the works referred to in this section or any repairs thereof any damage or injury is occasioned to the canal and towing path or the works thereof respectively the Great Northern Company shall under the superintendence and to the reasonable satisfaction of the canal company's engineer restore the same to the same state and condition as before the happening of the damage or injury:
- (9) If and whenever during or after the carrying out or the making or repairing of any of the works in this



section referred to or any works connected therewith and by reason of such works or of the carrying out or the making or repairing of the same or by reason of any failure or want of repair of the same any loss of water or any obstruction of the navigation of the canal occurs and notice in writing is given by or on behalf of the canal company to the Great Northern Company and the Great Northern Company do not within fourteen days after the notice or forthwith if the nature of the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction and make or do for the purpose under the superintendence (if the same be given) and to the reasonable satisfaction of the canal company's engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the canal company may from time to time under the superintendence and to the reasonable satisfaction of the Great Northern Company make or do all such works and things as may be necessary for such prevention and removal and the Great Northern Company shall from time to time pay to the canal company the reasonable costs and expenses incurred by them in that behalf: A.D. 1913.

- (10) Subject and without prejudice to the due execution of the works hereby authorised nothing in this Act or in the Acts wholly or partially incorporated with this Act contained shall take away diminish or affect any rights privileges or powers vested in the canal company :
- (11) Nothing herein contained shall prevent the canal company from recovering from the Great Northern Company the amount of any special damage sustained by them by reason of the act neglect or default of the Great Northern Company and the canal company may sue for and recover such special damage in any court of competent jurisdiction :
- (12) The Great Northern Company shall bear and on demand pay the reasonable charges of the canal company's engineer for his superintendence on behalf of the canal company of the execution of the works in this section referred to :

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(13) If any difference arise between the Great Northern Company and the canal company touching anything to be done under this section such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers upon the application of either party.

For protec-  
tion of  
Baldock  
Urban Dis-  
trict Council.

**35.** The following provisions for the protection of the Baldock Urban District Council (in this section called "the council") shall unless otherwise agreed between the Great Northern Company and the council apply and have effect in the exercise of the powers of this Act for the abolition of foot-path level crossing at Baldock:—

The Great Northern Company shall lower to the extent of one foot the level of the footpath of the existing subway under the Great Northern Company's Railway shown on the deposited plan and properly pave and drain the same and make all necessary consequential alterations in the gradients of the approaches to such subway and execute all necessary works to prevent the accumulation of water in the said subway when altered as aforesaid.

For mutual  
advantage  
of corpora-  
tion of Peter-  
borough  
and Great  
Northern  
Company.

**36.** The following provisions for the mutual advantage of the mayor aldermen and citizens of the city of Peterborough (in this section called "the corporation") and the Great Northern Company shall unless otherwise agreed between the corporation and the Great Northern Company apply and have effect:—

(1) The Great Northern Company shall acquire the strip of land between Priestgate and Cowgate coloured green on the plan marked "G" which has been signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords which plan is hereinafter referred to as "the signed plan No. 1") and as soon as they have acquired such land they shall dedicate the same to the public and the corporation shall at their own expense forthwith construct a road thereon and sewer level pave metal flag channel and make good the said road and provide means of lighting and thereafter maintain and repair and light the same and shall

indemnify the Great Northern Company against any expenses which they may be put to or incur in connection with the construction sewerage levelling paving metalling flagging or channelling of or making good the said road or the provision of means of lighting or the maintenance or repair or lighting of the same : A.D. 1913.

(2) The Great Northern Company shall throw into the temporary road referred to in subsection (2) of section 36 of the Great Northern Railway Act 1911 (hereinafter referred to as "the Act of 1911") the land at the corner of the said temporary road and St. Leonard's Street coloured yellow on the signed plan No. 1 and the corporation shall fence off the said land from the other property of the Great Northern Company to the reasonable satisfaction of the Great Northern Company (such fence when erected to be the property of the Great Northern Company) and shall make up the said land as part of the said temporary road and sewer level pave metal flag channel and make good the said land and provide means of lighting and thereafter maintain and repair and light the same and shall indemnify the Great Northern Company against all expenses which they may be put to or incur in respect of making up the said land as part of the said temporary road or the said sewerage levelling paving metalling flagging channelling or making good the same or the provision of means of lighting or the maintenance or repair or lighting of the same Provided always that the Great Northern Company may close the said temporary road including the portion of the said road to be constructed on the site of the said land coloured yellow as aforesaid in the event specified in the aforesaid subsection of the Act of 1911 and thereupon all rights of way and all rights of the corporation or the public in or over the said land coloured yellow shall be extinguished :

(3) The Great Northern Company may and shall convey to the corporation the fee simple in possession free from incumbrances but subject to all fair and other rights if any over the same of and in the three pieces of land in the parish of Fletton Urban in the county of

A.D. 1913.

Huntingdon containing by admeasurement one rood fifteen perches seventeen perches and nineteen perches respectively or thereabouts shown and coloured blue on the plan marked "H" which has been signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords which plan is hereinafter referred to as "the signed plan No. 2") including such of the mines and minerals therein and thereunder (if any) as are vested in the Great Northern Company :

- (4) The corporation shall convey to the Great Northern Company the fee simple in possession free from incumbrances and all fair or other rights of the corporation of and in the piece of land in the said parish of Fletton Urban containing by admeasurement three roods twelve perches or thereabouts shown and coloured red on the signed plan No. 2 including such of the mines and minerals therein and thereunder (if any) as are vested in the corporation :
- (5) The conveyance by the Great Northern Company to the corporation of the said pieces of land coloured blue on the signed plan No. 2 shall be in full satisfaction and compensation (A) for the conveyance by the corporation to the Great Northern Company of the said land coloured red on the signed plan No. 2 and (B) for the injurious affection of the property of the corporation by the exercise by the Great Northern Company of the powers of the Act of 1911 and of this Act :
- (6) The Great Northern Company shall so construct the Widening No. 1 at Peterborough authorised by the Act of 1911 as not to render less convenient than at present the means of communication between the portion of the field numbered 16 on the signed plan No. 2 on the western side of the Great Northern Company's railway and the portion of the said field on the eastern side of the said railway :
- (7) (a) The Great Northern Company may lay any lines or build over any sewer or drain or any water or electric

main or pipe for the time being belonging to the corporation and any works connected therewith in or under any street or road by this Act authorised to be stopped up or in or under any property of the Great Northern Company but before doing so they shall protect such sewer drain main or pipe in such manner as may be reasonably required by the corporation Provided that if in the case of a building the corporation and the Great Northern Company shall agree or failing agreement an arbitrator shall determine that any such sewer drain water or electric main or pipe should be diverted then such sewer drain water or electric main or pipe shall be diverted at the expense of the Great Northern Company in such manner as may be agreed between the corporation and the Great Northern Company or as failing agreement may be determined by arbitration;

(b) The Great Northern Company may divert or alter any sewer or drain or any water or electric main or pipe for the time being belonging to the corporation or any works connected therewith in or under any street or road by this Act authorised to be stopped up or in or under any property of the Great Northern Company Provided that such diversion or alteration shall be carried out to the reasonable satisfaction of the corporation Provided also that where such diversion or alteration does not affect any line of rail of the Great Northern Company the corporation may give the Great Northern Company notice that they themselves desire to construct such diversion or alteration which shall in that event be carried out by the corporation at the expense of the Great Northern Company in such manner as may be agreed between the corporation and the Great Northern Company or as failing agreement may be determined by arbitration under this section;

(c) The corporation shall be entitled without payment to the Great Northern Company to enlarge or add to their existing sewers and drains and water or electric mains and pipes in or under any street by this Act authorised to be stopped up in such manner as may be agreed between the corporation and the



A.D. 1913.

Great Northern Company or as failing agreement may be determined by arbitration under this section and the Great Northern Company shall afford the corporation all necessary facilities for carrying out the work Provided that all such works shall be carried out free of expense to the Great Northern Company and to their reasonable satisfaction and the corporation shall at their own expense make good all damage which may be caused to the railways or property of the Great Northern Company and compensate the Great Northern Company for all injury they may sustain by or by reason of the exercise of the powers conferred by this subsection Provided also that where any such enlargement or addition affects any line of rail of the Great Northern Company and the Great Northern Company give the corporation notice that they themselves desire to construct so much of such enlargement or addition as may affect the lines of the Great Northern Company the Great Northern Company may themselves execute the said works and recover the reasonable cost thereof from the corporation;

(d) The corporation at the expense of the Great Northern Company may move the sewer flushing tank in Cowgate to such a position nearer the approach to the bridge carrying Thorpe Road and Cowgate over the railways of the Great Northern Company and the Midland Railway Company as the corporation may select subject to the reasonable approval of the Great Northern Company;

(e) The corporation shall at all times be permitted by the Great Northern Company to have reasonable access to the manholes or boxes of their sewers and drains and water and electric mains and pipes in or under any street by this Act authorised to be stopped up or in or under any property of the Great Northern Company for the purposes of examination flushing or repairs but the corporation shall at their own expense make good all damage which may be caused to the railways or property of the Great Northern Company and compensate the Great Northern Company for all injury they may sustain by or by

reason of the exercise of the powers conferred by A.D. 1913.  
this subsection;

- (f) In case of any difference between the corporation and the Great Northern Company with respect to any of the matters in this subsection (7) contained such difference shall be settled and determined by an engineer to be appointed by the President of the Institution of Civil Engineers and the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to such reference:
- (8) The corporation shall at their own expense construct provide and maintain all necessary works for and means of lighting and shall at the like expense light the diversion and alteration of Thorpe Road and Cowgate and the bridge for carrying the same over the railways of the Great Northern Company and the Midland Railway Company and the New Road No. 1 authorised by the Act of 1911.

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

For protection of Metropolitan Water Board.

- (1) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the mains pipes syphons plugs or other works (hereinafter in this section called "apparatus") of the board and shall be construed as if the board were mentioned in those sections in addition to any company or society as therein mentioned Provided that any penalties recovered under section 23 shall be appropriated to the water fund of the board established by the Metropolis Water Act 1902:
- (2) Wherever by reason or in consequence of the stopping up of any street or road any apparatus of the board shall be rendered derelict the Great Northern Company shall forthwith after such stopping up pay to the board such a sum as may be agreed between the board and the Great Northern Company or as failing such agreement may be determined by arbitration as hereinafter provided to be the value of any

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apparatus of the board situate in and under the street or road so stopped up and any apparatus of the board connected therewith which is rendered derelict by the stopping up of the same and any such apparatus shall thereupon become the property of the Great Northern Company:

- (3) In addition to the payment referred to in the last preceding subsection of this section the Great Northern Company shall pay to the board their charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection from any other apparatus of the board and of and incidental to any other works or things rendered necessary or expedient in consequence of any apparatus of the board being rendered derelict by the stopping up of any such street or road:
- (4) Notwithstanding the stopping up temporarily of any road or street under the powers of this Act the board their engineers workmen and others in their employ shall at all times have all such rights of access to all or any of the apparatus of the board situate in or under any such road or street as they had immediately before the passing of this Act and shall be at liberty to do all such works in and upon such road or street as may be necessary for inspecting repairing maintaining removing or extending such apparatus:
- (5) Not less than twenty-eight days before commencing any of the works by this Act authorised in any street or road in or under which any apparatus of the board is situate affecting any such apparatus the Great Northern Company shall deliver to the board a plan section and description of such works describing the proposed manner of executing the same in so far as it affects such apparatus:
- (6) The board may at any time within twenty-eight days of the receipt of such plans sections and descriptions by notice in writing intimate to the Great Northern Company their reasonable requirements so far as such works involve interference with the apparatus of the board and they may (in addition to any other rights or powers conferred upon them by this section)

require the Great Northern Company to provide and lay down such works and apparatus as may be reasonably specified by the board and to remove raise sink or otherwise alter the position of the apparatus and support the same and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably specified by the board and to lay or place under any apparatus cement concrete or any other like substance as may be reasonably specified by the board Any difference between the board and the Great Northern Company under this subsection as to the reasonableness of any requirement of the board or otherwise shall be determined by arbitration as hereinafter provided Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Great Northern Company as aforesaid they shall be deemed to have no requirements to intimate to the Great Northern Company:

- (7) The Great Northern Company shall not carry out such works as aforesaid except in strict accordance with plans sections and descriptions delivered to the board or settled by arbitration as the case may be and shall carry out all works in connection with the apparatus of the board as may be approved by the board or settled by arbitration:
- (8) If within twenty-eight days after the receipt of the said plans sections and descriptions the board shall give notice to the Great Northern Company of their intention themselves to lay down any substituted apparatus or to execute any alterations in the apparatus of the board it shall be lawful for the board instead of the Great Northern Company to lay down such apparatus or execute such alterations and the cost incurred by them in so doing shall on demand be repaid to the board by the Great Northern Company:
- (9) The Great Northern Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus when the works are completed a covering of either less than three feet or more than five feet:

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- (10) The board may if they deem fit employ watchmen or inspectors to watch any works to be executed by the Great Northern Company whereby any apparatus of the board will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Great Northern Company and be paid by them upon demand to the board :
- (11) The expenses of all repairs or renewals of any apparatus of the board or any works in connection therewith which may at any time within twelve months from the completion of the works of the Great Northern Company be rendered necessary by or in consequence of the acts or defaults of the Great Northern Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Great Northern Company whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Great Northern Company and paid by them on demand to the board :
- (12) The provisions of this section with respect to the alteration or removal of or interference with any apparatus of the board shall have effect notwithstanding any other provision of this Act or of any Act incorporated therewith which may be inconsistent therewith but subject as aforesaid the provisions of this section shall be in addition to and not in substitution for or in derogation of any other provision of this Act or of any Act incorporated therewith to the benefit of which the board or the Great Northern Company would otherwise have been entitled :
- (13) If any difference shall arise between the board and the Great Northern Company with respect to any questions which are under the provisions of this section to be determined by arbitration the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration.



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**38.** Nothing contained in this Act or shown on the deposited plans and described in the book of reference shall authorise the Company to acquire compulsorily any works or property of the London Electric Railway Company.

For protec-  
tion of Lon-  
don Electric  
Railway  
Company.

### PART III.

#### POWERS TO GREAT NORTHERN COMPANY WITH REFERENCE TO LANDS.

**39.** Subject to the provisions of this Act the Great Northern Company may enter upon take use and purchase compulsorily or by agreement for the construction of the new railways the railway widening and the other works by this Act authorised to be constructed by the Great Northern Company (including in such works for the purposes of this section the diversions of footpaths by this Act authorised) and for the general purposes of their undertaking all or any of the lands delineated on the deposited plans and described in the deposited books of reference as intended to be taken or used for the purposes of the new railways the railway widening and the said works respectively and may hold and use for all or any of the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the Great Northern Company and the same shall be deemed to be lands acquired compulsorily under the powers of this Act.

Power to  
Great  
Northern  
Company  
to purchase  
lands de-  
lineated on  
deposited  
plans.

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

Power to  
Great  
Northern  
Company  
to purchase  
additional  
lands.

In the county of London:—

Lands at King's Cross in the parish and metropolitan borough of St. Pancras—

(a) The recess or lay-bye on the southern side of the Regent's Canal bounded on the north by an imaginary line drawn from the northern boundary of the property

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of the Great Northern Company immediately adjoining the western side of Maiden Lane Bridge to the northernmost point of the wharf of the Great Northern Company situate on and adjoining the eastern side of the entrance to the basin connecting with the said canal and constructed on the property of the Great Northern Company and on all other sides by property of the Great Northern Company forming the quays or embankments of the said recess or lay-bye or so much of the said recess or lay-bye as is or such interests therein as are not already vested in the Great Northern Company or as shall not have been acquired by the Great Northern Company under the other powers of this Act;

(b) The said basin and the entrance thereto so far as the same are situate southward of an imaginary line drawn from the north-western corner of the wharf of the Great Northern Company adjoining the said entrance on the eastern side thereof to the north-eastern corner of the wharf of the Great Northern Company adjoining the said entrance on the western side thereof or so much of the said basin and entrance as is or such interests therein as are not already vested in the Great Northern Company or as shall not have been acquired by the Great Northern Company under the other powers of this Act.

In the county of Middlesex:—

(1) Additional lands at Wood Green—

Lands in the parish of Wood Green bounded on the north-west and south-west by the property of the Great Northern Company and extending from a point on the south-eastern boundary fence of the Enfield Branch Railway of the Great Northern Company about two and a half chains south-west of Bounds Green Road to a point on the north-eastern boundary of the property of the Great Northern Company near Bounds Green signal box about sixteen chains north-westward of the north-western side of Bridge Road:

(2) Additional lands at Mill Hill—

Lands in the parish of Hendon—

(a) A piece of land situate between the Midland Railway and the Edgware Branch Railway of the Great Northern Company and being the field numbered 555 in the said

parish on the  $\frac{1}{2500}$  scale Ordnance map second edition 1896 (Middlesex sheets VI. 14 and XI. 2); A.D. 1913.

(b) A piece of land adjoining the said Edgware Branch Railway on the south-western side thereof and adjoining the piece of land (a) hereinbefore described on the south-eastern side thereof;

(c) A piece of land adjoining the said Edgware Branch Railway on the southern side thereof bounded on the north-east by Bunn's Lane and on the south-east by the back fence of the house and premises at the corner of Lyndhurst Avenue and Bunn's Lane;

(d) A triangular piece of land adjoining the goods and coal depôt of the Great Northern Company at The Hale on the north-western side of the said depôt bounded on the south-east by property of the Great Northern Company and on the south-west by property of the Midland Railway Company.

In the county of Hertford:—

(1) Additional lands at Langley Siding—

Lands in the parish of Stevenage adjoining the north-western side of the road leading from Norton Green to the Great North Road and being the field numbered 623 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map 2nd edition 1898 (Hertfordshire sheet XX. 3):

(2) Additional lands at Marshmoor—

Lands in the parish of North Mimms—

(a) A strip of land adjoining the main line of railway of the Great Northern Company on the south-western side thereof bounded on the north-west by the western approach to the bridge carrying the public road from Welham Green to Hatfield over the said railway;

(b) A strip of land adjoining the said main line on the north-eastern side thereof bounded on the north-west by the eastern approach to the said bridge.

In the county of Bedford:—

Additional lands at Luton—

Lands in the parish and borough of Luton—

(a) A strip of land adjoining the Luton and Dunstable Branch Railway of the Great Northern Company on the

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southern side thereof and extending from a point near the mile post on the said railway denoting  $33\frac{3}{4}$  miles from London to a point near the mile post on the said railway denoting  $34\frac{1}{2}$  miles from London;

(b) A strip of land adjoining the said branch railway on the southern side thereof bounded on the north by the said branch railway and on the east by other property of the Great Northern Company;

(c) A strip of land adjoining the said branch railway on the northern side thereof bounded on the south and east by property of the Great Northern Company.

In the soke of Peterborough in the county of Northampton:—

Additional lands at Peterborough—

Lands in the parish of Peterborough Within in the city and borough of Peterborough—

(a) Lands and premises bounded on the west by the public road known as New Priestgate and on the south by the public road known as Priestgate;

(b) Lands comprising part of a courtyard or passageway connecting with the eastern side of the said public road known as New Priestgate;

(c) A triangular piece of land forming the south-western corner of the premises known as No. 50 Cowgate.

In the parts of Kesteven in Lincolnshire:—

Additional lands at Little Bytham—

Lands in the parish of Little Bytham adjoining the main line of railway of the Great Northern Company on the eastern side thereof at Little Bytham Viaduct bounded on the north-west by the public road leading from Little Bytham to Creeton and on the north by the occupation road leading out of the said public road near the eastern side of the said viaduct.

In the parts of Lindsey in Lincolnshire:—

(1) Additional lands at Sibsey—

Lands in the parish of Sibsey adjoining the Sibsey Station of the Great Northern Company on the south-eastern side thereof bounded on the north-east by the public road leading from Sibsey Station to Benington Bridge:

(2) Additional lands at Skegness—

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Lands in the parish of Skegness—

(a) Lands adjoining the Skegness Station of the Great Northern Company on the south-eastern side thereof bounded on the east partly by the sewage pumping works of the Skegness Urban District Council and partly by the road known as Cricket Ground Lane otherwise Camp Road and being the fields and properties respectively numbered 109 82 84 86 87 88 89 92 and 93 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map 2nd edition 1906 (Lincolnshire sheet LXXXIV. 15 and 16);

(b) A triangular piece of land adjoining the Skegness Branch Railway of the Great Northern Company on the south-eastern side thereof bounded on the east by the said property numbered 92 on the said Ordnance map.

In the county of Nottingham:—

Additional lands at Nottingham---

(a) A piece of land in the parish and county borough of Nottingham at Thorneywood Station bounded on the east by Marmion Road and on the north by Holly Gardens;

(b) Land in the said parish of Nottingham bounded on the east by the Nottingham Suburban Railway at Sherwood Station and on the south in part by Winchester Street and being the property numbered on the  $\frac{1}{2500}$  scale Ordnance map 2nd edition 1900 (Nottinghamshire sheet XXXVIII. 10) 698 in the said parish;

(c) Land in the said parish of Nottingham bounded on the north by Winchester Street aforesaid and on the east by Mapperley Rise;

(d) Land in the said parish of Nottingham bounded on the east by the last-mentioned railway on the west by Mapperley Rise and on the north by the road (numbered on the said Ordnance map 700 in the said parish) leading into Mapperley Rise southward of the said station;

(e) Land in the said parish of Nottingham bounded on the west by the last-mentioned railway on the north by the said road numbered 700 and on the north-east by the site of a proposed road connecting with the last-mentioned road;

(f) Land in the said parish of Nottingham bounded on the south-west by the said site of a proposed road and on the north-west by the said road numbered 700;



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(g) Land in the said parish of Nottingham bounded on the west by the said railway at Sherwood Station and on the south by the said road numbered 700;

(h) Land in the said parish of Nottingham bounded on the south by the branch of the Nottingham Suburban Railway leading to the Mapperley Brick Works and on the east by the said road numbered 700;

(i) Land partly in the said parish of Nottingham and partly in the parish of Arnold bounded on the east by the said Nottingham Suburban Railway and being the field and slope respectively numbered on the said Ordnance map 675 in the said parish of Nottingham and 868 in the said parish of Arnold;

(j) A piece of land wholly in the said parish of Arnold forming the north-western slope of the road adjoining and lying to the north and west of the land (i) hereinbefore described.

In the county of Derby:—

Additional lands at Breadsall—

A piece of land in the parish of Breadsall adjoining the Derbyshire and Staffordshire Railway of the Great Northern Company on the northern side thereof near the milepost on that railway denoting 143 miles from London.

In the county of Stafford:—

Additional lands at Grindley—

Lands in the parish of Stowe adjoining the Grindley Station of the Great Northern Company on the northern side thereof and being the field numbered 94 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map 2nd edition 1901 (Staffordshire sheet XXXI. 16).

In the west riding of the county of York:—

(1) Additional lands at Bawtry—

(a) A triangular piece of land in the township of Bawtry bounded on the south-east by Station Road and on the north-east by the Bawtry Goods Yard of the Great Northern Company;

(b) Lands in the said township of Bawtry bounded on the east by the said goods yard and other property of the Great Northern Company and on the west by the Great North Road;

(c) Lands partly in the said township of Bawtry and partly in the township of Austerfield bounded on the east and north-east by the main line of railway of the Great Northern Company and on the west by the said Great North Road; A.D. 1913.

(d) Lands wholly in the said township of Austerfield bounded on the south-west by the said main line of railway and on the west by the said Great North Road and being the fields respectively numbered 72 and 74 in the said township of Austerfield on the  $\frac{1}{2500}$  scale Ordnance map 2nd edition 1902 (Yorkshire sheet CCXCI. 8):

(2) Additional lands at Doncaster—

(a) Lands in the township and borough of Doncaster—

(i) The land and premises respectively known or lately known as the Victoria Works and Cheswold House lying between the property of the Great Northern Company at Doncaster Station and the River Don New Cut of the Sheffield and South Yorkshire Navigation;

(ii) A piece of land adjoining the said property of the Great Northern Company and bounded on the south-west by the said Victoria Works:

(b) A strip of land partly in the said township of Doncaster and partly in the township of Balby-with-Hexthorpe lying between the said property of the Great Northern Company and the said New Cut and bounded on the north-east by the land and premises (i) hereinbefore described:

(3) Additional lands at Wrenthorpe—

Lands in the parish of Outwood bounded on the east by property of the Great Northern Company at Wrenthorpe North Junction and on the north by Potovens Lane.

41. Notwithstanding anything contained in section 92 of the Lands Clauses Consolidation Act 1845 or any other enactment to the contrary the Great Northern Company may enter upon take use and purchase the recess or lay-bye and the basin and entrance thereto in the parish and metropolitan borough of St. Pancras which are referred to in the section of this Act of which the marginal note is "Power to Great Northern Company to purchase additional lands" or either of them or any estate or interest therein respectively which is not already vested in them

Power to acquire recess or lay-bye and basin without taking greater part of Regent's Canal.

A.D. 1913. — without being obliged to purchase or acquire the Regent's Canal or any greater part thereof than the said recess or lay-bye basin and entrance or any such estate or interest therein as aforesaid.

Power to acquire easements compulsorily in certain cases.

**42.** Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated therewith the Great Northern Company shall not be required to purchase any railway river canal navigation watercourse drain or dyke or any part thereof respectively which may be crossed or interfered with in constructing the new railways the railway widening and the other works authorised by this Act or any of them but may acquire such easements and rights in or over any such railway river canal navigation watercourse drain or dyke as they may require for making maintaining working and using the new railways the railway widening and such other works as aforesaid or any of them and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

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

**43.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Great Northern Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans (in addition to the properties referred to in the section of this Act of which the marginal note is "Power to acquire "recess or lay-bye and basin without taking greater part of "Regent's Canal") will be sufficient for the purposes of the Great Northern Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Great Northern 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 Great Northern 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 Great Northern Company such portions only without the Great Northern Company being obliged or compellable to purchase the whole the Great Northern 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 Great Northern Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (in this section referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Great Northern 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 Great Northern Company the portion which the tribunal shall have determined to be so severable without the Great Northern Company being obliged or compellable to purchase the whole the Great Northern 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

A.D. 1913.

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 Great Northern 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 Great Northern Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Lands for  
extra-  
ordinary  
purposes.

44. The quantity of land to be taken by the Great Northern Company under the powers of this Act by agreement for the extraordinary purposes of their undertaking mentioned in the



Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Great Northern Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken. A.D. 1913.

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

46. The Great Northern Company on the one hand and Messieurs Clayton and Shuttleworth Limited on the other hand may enter into and carry into effect any agreements or arrangements for or with respect to the sale by the Great Northern Company to the said Messieurs Clayton and Shuttleworth Limited of the estate and interest of the Great Northern Company in the lands in the parish of Lincoln which are shown by a red colour on the plan marked "I" signed by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords). Power to Great Northern Company to sell land at Lincoln.

47. The following provisions for the protection of the urban district council of Hendon (in this section called "the council") shall unless otherwise agreed between the council and the Great Northern Company apply and have effect in the exercise of the powers of this Act:— For protection of Hendon Urban District Council.

- (1) Where any work to be done or executed upon any portion of the land in the parish of Hendon which the Great Northern Company are by this Act authorised to purchase (in this section referred to as "the land to be acquired") will interfere with or prejudicially affect any sewer drain manhole water-pipe water-course gas-pipe hydrant defence or work under the jurisdiction or control of the council or the sewerage or drainage of the district under their control or the outfalls of their drainage the Great Northern Company shall not commence such work until they shall have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the council for the time being with a plan

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and section giving full particulars of such proposed work and if within twenty-eight days after service or delivery of the plan and section and particulars as aforesaid the council signify their disapproval thereof then a difference shall be deemed to have arisen under subsection (3) hereof and the Great Northern Company shall not commence nor execute such work unless and until such difference shall have been determined under the provisions of that subsection. Provided always that if the council fail within twenty-eight days after the receipt of such plan and section either to approve or disapprove thereof they shall be deemed to have approved of the same and the Great Northern Company may proceed to carry out the works in accordance with such plan and section:

- (2) If by reason of the construction or execution of any work to be done or executed upon any portion of the land to be acquired it shall be necessary to alter the position of any sewer drain manhole water-pipe water-course gas-pipe hydrant defence or work such alterations shall be carried out by the council and the reasonable cost thereof to be certified by the surveyor of the council shall be borne by the Great Northern Company and the Great Northern Company shall afford every reasonable facility for the execution of such alterations and for the inspection thereof at all times by the servants of the council:
- (3) In case of any difference or dispute arising between the council and the Great Northern Company touching or concerning the construction or carrying into effect of any of the works matters or things required to be done or performed by the Great Northern Company under this Act the same shall be referred to and settled by an engineer or other person to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

#### PART IV.

##### POWERS TO THE TWO COMPANIES.

48. Subject to the provisions of this Act the Two Companies may enter upon take use and purchase compulsorily or by agree-

Power to  
Two Com-  
panies to

ment for the purposes of their West Riding and Grimsby Railway undertaking the lands hereinafter described which are delineated on the originally deposited plans and described in the originally deposited book of reference and may hold and use for the said purposes such of the said lands as have already been purchased or acquired by or on behalf of the Two Companies and the same shall be deemed to be lands acquired compulsorily under the powers of this Act (that is to say):—

A.D. 1913.  
acquire  
lands.

In the west riding of the county of York:—

(1) Additional lands at Bentley—

Lands in the parish of Bentley-with-Arksey bounded on the north-east by the West Riding and Grimsby Railway of the Two Companies and on the north-west by Watch House Lane:

(2) Additional lands at Sandal—

Lands in the parish of Wakefield in the city and borough of Wakefield bounded on the north-east by property of the Two Companies at Sandal Station and on the south-east by Agbrigg Road.

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

Period for com-  
pulsory pur-  
chase of lands  
by Two Com-  
panies.

PART V.

POWERS TO CHESHIRE LINES COMMITTEE.

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

Power to  
Cheshire  
Lines Com-  
mittee to ac-  
quire lands.

In the county of Lancaster:—

(a) A strip of land in the township or parish of Toxteth Park in the city and county borough of Liverpool adjoining the north-eastern side of the main line of the said

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committee and extending from Saint Michael's Road on the north-west to the western boundary of the back passage of the premises known as No. 34 Sunbourne Road;

- (b) A strip of land in the said township or parish of Toxteth Park adjoining the north-eastern side of the said main line and forming part of the enclosures respectively numbered on the  $\frac{1}{2500}$  scale Ordnance map edition of 1908 (Lancashire sheet CXIII. 7) 182 and 188 in the said township or parish.

In the county of Chester:—

Lands in the parish of Knutsford bounded on the north-east by King Street on the south-east and south-west respectively by property of the said committee forming part of their Knutsford Station and on the north-west by premises known as No. 8 King Street.

Period for compulsory purchase of lands by Cheshire Lines Committee.

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

Extension of time for purchase of lands for railways at Toxteth Park Liverpool.

**52.** The period limited by the Cheshire Lines Act 1903 as extended by the Great Northern Railway Act 1906 the Cheshire Lines Act 1908 and the Midland Railway Act 1911 for the compulsory purchase of lands for the purposes of the railways at Toxteth Park Liverpool authorised by the said first-mentioned Act is hereby further extended for a period of three years from the twenty-first day of July one thousand nine hundred and thirteen.

## PART VI.

### POWERS TO MIDLAND AND GREAT NORTHERN RAILWAYS JOINT COMMITTEE.

Power to Midland and Great Northern Railways Joint Committee to acquire lands.

**53.** Subject to the provisions of this Act the Midland and Great Northern Railways Joint Committee (in this Part of this Act referred to as "the said committee") may enter upon take use and purchase compulsorily or by agreement for the general purposes of or connected with their undertaking the lands hereinafter described which are delineated on the originally deposited plans and described in the originally deposited book of reference (that is to say):

In the parts of Kesteven in Lincolnshire:—

A.D. 1913.

- (1) Lands in the hamlet of Toft-cum-Lound at or near Lound lying on the north and south sides of and adjoining the railway of the said committee from Saxby to Bourne and east of and near to Lound Viaduct;
- (2) Lands in the parish of Bourne lying on the south side of and adjoining Twenty Station on the railway of the said committee from Bourne to Spalding.

In the soke of Peterborough in the county of Northampton:—

Lands in the parish of Peterborough Within in the city and borough of Peterborough lying on the east and west sides of and adjoining the railway of the said committee from Peterborough to Lynn and south of and adjoining Lincoln Road.

In the county of Norfolk:—

- (1) Lands partly in the parish of Kettlestone and partly in the parish of Barney lying on the west side of and adjoining the railway of the said committee from Lynn to Melton Constable and one mile or thereabouts south-west of the said committee's Thursford Station;
- (2) Lands in the parish of Briningham lying on the north side of and adjoining the railway of the said committee from Lynn to Melton Constable one mile or thereabouts west of the said committee's Melton Constable Station;
- (3) Lands in the parish of Holt lying on the north side of and adjoining the railway of the said committee from Melton Constable to Cromer and east of and adjoining Workhouse Lane;
- (4) Lands partly in the parish of Thurning and partly in the parish of Corpusty lying on the north side of and adjoining the railway of the said committee from Melton Constable to Yarmouth one mile and a half or thereabouts south-west of Corpusty Station;
- (5) Lands partly in the parish of Banningham and partly in the parish of Felmingham lying on the north side of and adjoining the railway of the said committee from Melton Constable to Yarmouth at and near the said committee's bridge over the Blackwater Beck.



A.D. 1913.

Period for compulsory purchase of lands by Midland and Great Northern Railways Joint Committee.

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

## PART VII.

### POWERS TO NORFOLK AND SUFFOLK JOINT RAILWAYS COMMITTEE.

Power to Norfolk and Suffolk Joint Railways Committee to acquire lands.

**55.** Subject to the provisions of this Act the Norfolk and Suffolk Joint Railways Committee may enter upon take use and purchase compulsorily or by agreement for the general purposes of their undertaking the lands hereinafter described which are delineated on the originally deposited plans and described in the originally deposited book of reference (that is to say):—

In the county of Norfolk:—

Lands in the parish of Cromer lying on the north side of and adjoining the railway of that committee from Cromer to Mundesley and east of and near to Hall Road Bridge.

Period for compulsory purchase of lands by Norfolk and Suffolk Joint Railways Committee.

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

## PART VIII.

### MISCELLANEOUS PROVISIONS.

Confirming scheduled agreement.

**57.** The agreement made between the Sheffield and South Yorkshire Navigation Company of the one part and the Great Northern Company of the other part dated the nineteenth day of December one thousand nine hundred and twelve as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and may and shall be carried into effect accordingly.

For protection of Sheffield and South Yorkshire Navigation.

**58.** For the protection of the Sheffield and South Yorkshire Navigation Company (in this section called "the navigation company") the following provisions shall unless otherwise agreed between the Great Northern Company and the navigation company have effect (that is to say):—

- (1) The Great Northern Company shall not under the powers of this Act purchase or take any lands belonging to the navigation company or any easements thereover except as provided by the agreement between the Great Northern Company and the navigation company.

gation company which is set forth in the Second A.D. 1913.  
Schedule to this Act:

- (2) The following provisions shall apply to the construction and maintenance of the bridge (in this section referred to as "the bridge") over the River Don (New Cut) of the navigation company referred to in the said agreement:—

(A) The towing-paths under the bridge on the north and south sides of the water-way of the navigation shall be not less than nine feet wide and the Great Northern Company shall from time to time and at all times at their own expense maintain the said towing-paths respectively (under the bridge) for a distance of sixty feet from the centre of the existing bridge in a westerly direction;

(B) The Great Northern Company shall construct and at all times thereafter maintain the bridge in accordance with the provisions of the said agreement and the plan No. 2 annexed thereto and the section drawn on the said plan and in accordance with detailed plans sections and specifications to be agreed between the engineer of the navigation company and the engineer of the Great Northern Company or in case of difference settled by arbitration and the said works shall be carried out under the supervision and to the reasonable satisfaction of the engineer of the navigation company;

(C) The foundations of the piers or abutments of the bridge shall be carried down to such depths below the ordinary level of the surface of the water in the navigation and shall be placed in such position as shall be reasonably fixed by the engineer for the time being of the navigation company or in case of difference settled by arbitration;

(D) The Great Northern Company as well during the construction as during any repairs of the bridge shall leave the navigable water-way and towing-paths free and uninterrupted except so far as shall be reasonably agreed between the navigation company and the Great Northern Company;

(E) The Great Northern Company shall during the construction of the bridge exhibit every night

A.D. 1913.  
—

from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Great Northern Company for the guidance of vessels using the navigation. Such light or lights shall be of such description and be so used and placed as the navigation company in writing shall reasonably require ;

(F) The construction of the bridge shall be carried on uninterruptedly when commenced and shall be completed with all reasonable despatch and all scaffolding piling and materials affecting the waterway or towing-paths shall be removed as soon as the work for which they were required has been completed and in the meantime shall be kept in proper repair and well and sufficiently lighted ;

(G) The bridge shall be constructed and maintained so that the traffic of the navigation shall not except as herein expressly provided be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the navigation company but in all things at the expense of the Great Northern Company ;

(H) The Great Northern Company shall bear and on demand pay to the navigation company the reasonable expense of the employment by the navigation company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the bridge and for preventing (except as aforesaid) any such obstruction or interference or any danger or accident from the acts or default of the Great Northern Company or their contractors or the servants workmen or other persons in their respective employ ;

(I) If by reason of the construction or maintenance of the bridge or any proceedings of the Great Northern Company or any act or omission of the Great Northern Company or their contractors or of any officer servant or workman or other person employed by the Great Northern Company or such contractors the navigation or any of the works thereof be injured or damaged such injury or

damage shall forthwith be made good by the Great Northern Company at their own cost and in default thereof the navigation company may make good the same and recover the reasonable cost thereof; A.D. 1913.

(J) The Great Northern Company shall indemnify the navigation company from any loss or damage they may suffer and from any compensation they may be required to pay for any such obstruction (except as aforesaid) interruption or interference with the traffic of the navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned;

(K) Nothing in this section shall extend to prevent the navigation company or any owner of vessels boats keels or barges using the navigation from recovering from the Great Northern Company any special damage that shall be sustained by them or him for or in consequence of any such act or default as in this section is specified;

(L) If any difference arise between the Great Northern Company and the navigation company under this subsection such difference shall be determined by an engineer to be appointed (unless otherwise agreed) on the application of either party by the President of the Institution of Civil Engineers but nothing in this Act shall be deemed to enable the said arbitrator to direct that the bridge shall be made of less dimensions than are shown on the section drawn on Plan No. 2 annexed to the aforesaid agreement.

**59.** Subsection (2) of section 45 (Contributions by Herts County Council and Hitchin Rural District Council and vesting of roads in county council) of the Great Northern Railway Act 1911 shall be read and have effect as if the words "two thousand pounds" were substituted for the words "one thousand five hundred pounds" and as if the words "one thousand five hundred pounds" were substituted for the words "one thousand pounds" Provided that the rural district council of Hitchin shall defray as general expenses and not as special expenses incurred in respect of the contributory place of the parish of Letchworth and may borrow subject to the provisions of the

Amending  
section 45  
of Great  
Northern  
Railway  
Act 1911.

A.D. 1913. Public Health Act 1875 on the credit of the common fund out of which their general expenses are payable the sum of five hundred pounds being part of the sum of one thousand five hundred pounds payable by that council under the said subsection (2) as amended by this section.

Great Northern Company and others may apply their funds to purposes of Act.

**60.** The Great Northern Company the Great Central Railway Company the Cheshire Lines Committee the Midland and Great Northern Railways Joint Committee the Norfolk and Suffolk Joint Railways Committee and any company or companies represented on any such committee or any of those companies and committees may apply to the purposes of this Act in which they are respectively interested and to which capital is properly applicable any of the moneys which they respectively are already or may by virtue of any Act to be passed during the present session of Parliament be authorised to raise and which may not be required by them respectively for the purposes for which the same were authorised to be raised.

As to private rights of way.

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

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

Costs of arbitration in certain cases.

**62.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Great Northern Company the Two Companies the Cheshire Lines Committee the Midland and Great Northern Railways Joint Committee or the Norfolk and Suffolk Joint Railways Committee as the case may be (in this section respectively referred to as "the purchasers") award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the purchasers by the claimant giving sufficient particulars and in sufficient time to enable the



purchasers 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 purchasers 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 purchasers to amend the statement in writing of the claim delivered by him to the purchasers 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 purchasers if they object to the amendment and such amendment shall be subject to such terms enabling the purchasers to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case. Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

A.D. 1913.

**63.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act and according to their estate and interest therein grant to the Great Northern Company the Two Companies the Cheshire Lines Committee the Midland and Great Northern Railways Joint Committee or the Norfolk and Suffolk Joint Railways Committee (as the case may be) any easement or right required by them respectively for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements and rights as aforesaid respectively.

Power to take easements &c. by agreement.

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

Power to lease &c. lands.

A.D. 1913. — lands Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any other Act with which that Act is incorporated the Great Northern Company shall not be required to sell or dispose of any such lands or any lands acquired under the powers of this Act which may not immediately be required for the purposes of the Great Northern Company but may retain hold or use or may lease or otherwise dispose of the same.

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

Application  
of Arbitra-  
tion Act  
1889.

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

Provision as  
to general  
Railway  
Acts.

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

Costs of Act.

**67.** 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 Great Northern Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1913.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY BE  
TAKEN BY THE GREAT NORTHERN COMPANY.

Nos. on Deposited Plans.	Parish or other Area.	Description of Property.
RAILWAYS AT LINCOLN.		
Railway No. 1 :—		
3	Canwick - - - - -	Factory (covers and tarpaulins).
2	Lincoln - - - - -	Factory and yard (covers and tarpaulins).
3	Ditto - - - - -	Wheel-house of rope works.
7	Ditto - - - - -	Land.
8	Ditto - - - - -	Paint shop.
9	Ditto - - - - -	Land and temporary sheds.
10	Ditto - - - - -	Engine store.
11	Ditto - - - - -	Timber yard sidings and temporary sheds.
Railway No. 2 :—		
12	Lincoln - - - - -	Packing-case-making shop.
13	Ditto - - - - -	Timber yard and sidings.
15	Ditto - - - - -	Bridge over Sincil Dyke and rails.
Railway No. 3 :—		
4	Canwick - - - - -	Paint shop.
5	Ditto - - - - -	Timber yard and siding
WIDENING AT GONERBY.		
6	Parish of Great Gonerby - - -	Orchard and watercourse.
8	Ditto - - - - -	Land.
NEW FOOTBRIDGE AT BOWES PARK.		
12	Wood Green - - - - -	Garden and shed.
WIDENING OF BRIDGE AT DONCASTER.		
3	Borough of Doncaster - - -	Navigation lock gates appliances towpath and land.

A.D. 1913.	Nos. on Deposited Plans.	Parish or other Area.	Description of Property.
		NEW ROAD AND STOPPING UP OF ROAD AT KING'S CROSS AND BRIDGE OVER REGENT'S CANAL.	
	3	Parish of St. Pancras - - -	Private road (Wharf Road) bridge over canal and police box.
	4	Ditto - - -	Goods yard and disused viaduct.
		STOPPING UP OF ROADS AND FOOTPATH AND ADDITIONAL LANDS AT PETERBOROUGH.	
	6	Parish of Peterborough Within -	Occupation road post and wires.
	12	Ditto - - -	Yard and outbuilding.
		ADDITIONAL LANDS AND DIVERSION OF FOOTPATH AT WRENTHORPE.	
	3	Parish of Outwood - - -	Orchard public footpath beck and banks.
		ADDITIONAL LANDS AT LUTON.	
	2	Borough of Luton - - -	Land and private road.
		ADDITIONAL LANDS AT BREADSALL.	
	1	Parish of Breadsall - - -	Garden and stream.
		ADDITIONAL LANDS AT DONCASTER.	
	1	Parish of Balby-with-Hexthorpe -	Land.
	5	Borough of Doncaster - - -	Land and bank.
	6	Ditto - - -	Glass bottle works sheds yards land and occupation road.
	7	Ditto - - -	Warehouse shed and occupation road.
	8	Ditto - - -	Land occupation road telephone poles and wire.
	9	Ditto - - -	River sluice banks and bridge.
	10	Ditto - - -	House (Cheswold House) garden forecourt yard and outbuildings.
	11	Ditto - - -	Cottage passage yard and out- buildings.
	12	Ditto - - -	Cottage yard and outbuildings.
	13	Ditto - - -	Sweet factory yard land and out- buildings.
	14	Ditto - - -	Land and occupation road.

THE SECOND SCHEDULE.

A.D. 1913.

Stamp.

THIS AGREEMENT made the nineteenth day of December one thousand nine hundred and twelve between the SHEFFIELD AND SOUTH YORKSHIRE NAVIGATION COMPANY (hereinafter called "the vendors") of the one part and the GREAT NORTHERN RAILWAY COMPANY (hereinafter called "the Company") of the other part.



WHEREBY it is agreed by and between the parties hereto as follows:—

1. The vendors will sell and the Company will purchase First The fee simple in possession free from incumbrances of and in all those pieces of land and hereditaments situate in the parish of Doncaster in the west riding of the county of York and containing together nine thousand four hundred and seventy-six square yards or thereabouts which said pieces of land and hereditaments are more particularly delineated on the Plan No. 1 hereto annexed and are thereon coloured red brown and green together with such of the mines and minerals in and under the said pieces of land as belong to the vendors Secondly The perpetual easement or right of using the navigation for the full extent of the said lands shown on the said Plan No. 1 for the purpose of loading and unloading traffic into and from barges or other craft using the said navigation And full right of access to from and over the bank of the said navigation co-extensive with the said lands shown on the said plan Thirdly (for the purpose of widening the Company's railway) The perpetual easement or right of constructing in accordance with the sections shown on the Plan No. 2 hereto annexed and for ever maintaining renewing and using a bridge over and across all that piece of land covered partially with water forming part of the navigation of the vendors situate in the parish of Doncaster aforesaid and containing one hundred and six square yards or thereabouts which said piece of land is more particularly delineated on the said Plan No. 2 and is thereon coloured red Fourthly The perpetual easement or right of constructing maintaining renewing and using a pier or piers or abutment or abutments on under and over all that piece of land situate in the parish of Doncaster aforesaid containing one and one-third square yards or thereabouts more particularly delineated on the said Plan No. 2 and thereon coloured yellow And Fifthly So far as the vendors lawfully can or may the perpetual easement or right of constructing maintaining renewing and using the culvert specified in paragraph 13 of this agreement and the surface of the said land referred to therein.



A.D. 1913.

2. The said pieces of land coloured red and green on the said Plan No. 1 are sold subject to and with the benefit of three indentures of lease dated respectively the first day of May one thousand eight hundred and sixty-seven the first day of May one thousand eight hundred and sixty-nine and the twenty-eighth day of May one thousand eight hundred and sixty-nine whereby the said pieces of land were demised to Mr. George Wilton for terms all expiring on the first day of May one thousand nine hundred and sixty-six at yearly rents amounting in all to one hundred and fourteen pounds twelve shillings.

3. The consideration for the said sale shall be as follows:—

(A) For the said pieces of land coloured red brown and green on the said Plan No. 1 first described and the easement secondly described the grant by the Company of a perpetual annual rentcharge of one hundred and twenty pounds to commence from the first day of January one thousand nine hundred and thirteen and to be payable half yearly on the thirtieth day of June and the thirty-first day of December in each year and to be charged upon and issuing out of the said pieces of land coloured red and brown on the said Plan No. 1 and to be also secured by the covenant of the Company but to be redeemable by the Company at any time on six months' notice in writing on payment of the sum of two thousand seven hundred pounds:

(B) For the said easements thirdly fourthly and fifthly described the sum of six hundred pounds.

4. The Company shall after they shall have acquired the leasehold interest in the said pieces of land coloured red and green on the said Plan No. 1 convey to the vendors without any further consideration the small piece of land containing ten square yards or thereabouts coloured green on the said Plan No. 1 for an estate of inheritance in fee simple in possession free from incumbrances.

5. The Company shall contemporaneously with the grant to them of the said easement over and across the said piece of land coloured red on the said Plan No. 2 convey to the vendors the four pieces of land scored in red on the said Plan No. 2 containing respectively three and two-thirds square yards eleven and two-thirds square yards sixteen square yards and thirty and two-thirds square yards or thereabouts to be held by the vendors subject to the right of the Company to construct the bridge in this agreement provided for and the bridge referred to in section 28 (1) of the Great Northern Railway Act 1911 over the said lands scored red on the said Plan No. 2 and the footings of the abutments of such bridges under the surface of such lands and to the right of the Company to use repair maintain and renew the aforesaid bridges and footings and the existing bridge carrying the Company's main line over such lands and the footings of the abutments of the

last-mentioned bridge and to the right of the Company to use the surface of the said lands scored as aforesaid as a means of constructing repairing maintaining and renewing the said bridges and footings.

6. The Company are to re-fix on the vendors' land the two mooring posts which are shown on the said Plan No. 1 in the positions there indicated or as near thereto as practicable to the satisfaction of the engineer of the vendors.

7. The Company shall release to the vendors all their rights of way over the old road which is carried by a bridge across the lock shown on the said Plan No. 1 and which gives access to the said land and hereditaments coloured red green and brown on the said Plan No. 1 and all other rights if any of the Company to the use of the said bridge which the vendors intend to pull down forthwith.

8. The vendors are to have the right (subject to such right being in all respects exercised in such manner only as shall be approved by the engineer of the Company) to fix tackle to the girder or girders of any bridge which may be constructed by the Company over the said land coloured red on the said Plan No. 2 in order to enable the vendors to lift out the lock gates when necessary for repairs or renewals.

9. Notwithstanding anything contained in the agreement dated the sixteenth day of November one thousand nine hundred and nine and made between the vendors of the one part and the Company of the other part or in an indenture of the thirty-first day of May one thousand nine hundred and ten between the same parties the Company instead of constructing the extension of their bridge as provided for in the said agreement and indenture shall construct a separate bridge over the land hatched blue and the land coloured red on the said Plan No. 2 annexed hereto in accordance with the sections shown on the said Plan No. 2.

10. The Company will surrender the easement for the construction of the bridge over the land hatched blue on the plan to the said indenture of the thirty-first day of May one thousand nine hundred and ten to the intent that the vendors may grant and they shall thereupon grant to the Company the perpetual easement or right of constructing in accordance with the sections shown on the said Plan No. 2 annexed hereto and for ever maintaining renewing and using a bridge over and across the said land hatched blue on the said Plan No. 2 annexed hereto the intention being that one bridge shall be constructed over and across the said land hatched blue and coloured red on the said Plan No. 2 for the purpose of carrying four lines of rail over the said navigation.

11. The Company shall construct and maintain on the west side of the said bridge a plank footbridge not exceeding one foot in width for

A.D. 1913. the use of the servants and boatman of the vendors as shown on the said Plan No. 2 by a brown line to the satisfaction of the engineer of the vendors.

12. The vendors shall construct and maintain their own stairways from the lock side to the said footbridge.

13. The Company shall be at liberty to build over so much of the River Cheswold as is coloured blue on the said Plan No. 1 and to that end to extend to the River Don the existing culvert through which the River Cheswold passes under the land of the Company such extension to be of the same dimensions as the existing culvert.

14. The vendors will forthwith deliver to the solicitor of the Company in lieu of an abstract of title to the premises hereby agreed to be sold and over and across which the easements are hereby agreed to be granted respectively a copy of the conveyance dated the seventh day of October one thousand eight hundred and ninety-six from the Manchester Sheffield and Lincolnshire Railway Company to the vendors of the undertakings of the vendors and a statutory declaration by their secretary that the vendors have been in possession of the said premises since the date of the said conveyance and on payment of the said purchase money the vendors and all other necessary and proper persons will convey and grant the said hereditaments and premises respectively to the Company or as they shall direct free from all incumbrances and shall execute an acknowledgment of the right to production and undertaking for the safe custody of the said conveyance.

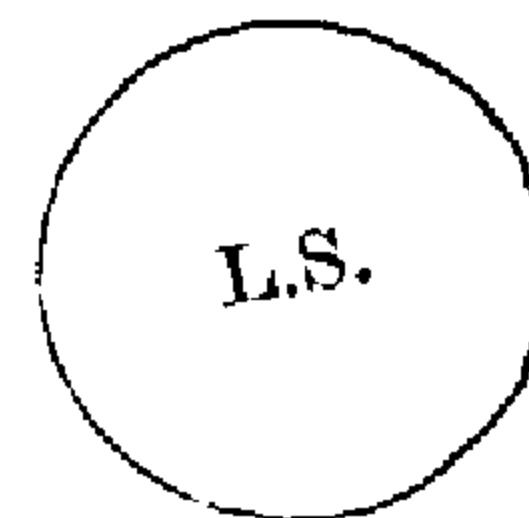
15. The deed or deeds necessary or proper for carrying into effect this agreement shall be prepared by and at the expense of the Company and be executed in duplicate and each party shall be entitled to one part thereof.

16. The said consideration mentioned in clause 3 hereof shall be in full satisfaction and compensation for all damage loss or inconvenience whether permanent temporary or recurring occasioned to the property of the vendors by or by reason of the use by the Company of the land and easements hereby agreed to be granted to the Company for the purposes of their undertaking and shall be in full satisfaction for all accommodation works except such as are hereby provided for and all expenses which the vendors may incur in alterations to their works in consequence of the exercise by the Company of the said easements.

17. On a conveyance being executed as aforesaid the purchase shall be completed and so much of the purchase and compensation money as is payable on completion shall be paid to the vendors or other the person or persons entitled to receive the same and the Company shall thereupon be entitled to possession of the said lands and hereditaments and to exercise the said easements.

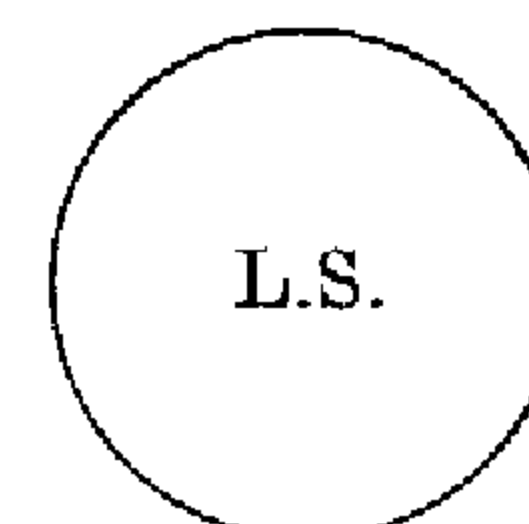
In witness whereof the vendors and the Company have hereunto A.D. 1913.  
affixed their respective common seals the day and year first herein-  
before written.

The common seal of the Sheffield and South Yorkshire  
Navigation Company was hereunto affixed in the  
presence of }



A. WIGHTMAN Secretary

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



BALFOUR OF BURLEIGH Director.

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