



## CHAPTER xlii.

An Act to empower the London and North Eastern Railway Company to construct railways widenings of railways dock and other works and to acquire lands to extend the time for the completion of certain railways and for the compulsory purchase of certain lands to confer further powers on the Company to dissolve the Hull South Bridge Company and for other purposes. [6th August 1947.]

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

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

And whereas it is expedient that the Company should be empowered to demand and take additional dues and increased rates and charges in respect of their dock undertaking at Kingston upon Hull as in this Act provided:

And whereas the Hull South Bridge Company were by the Hull South Bridge Act 1862 incorporated and empowered to construct a bridge across the river Hull or Old Harbour in the town and county of the town of Kingston upon Hull which bridge was subsequently constructed: 25 & 26 Vict.  
c. lxxvii.

And whereas the said bridge became disused for some years prior to the year one thousand nine hundred and forty-three and in December of that year the Commissioners of Works requisitioned the materials thereof in the exercise of

emergency powers and the said bridge was accordingly demolished:

And whereas the capital of the Hull South Bridge Company is now held by the Company or their nominees and it is expedient that the Hull South Bridge Company should be dissolved and that their assets should be transferred to and vested in the Company:

And whereas it is expedient that provision be made as in this Act contained with reference to the Great Northern Railway superannuation fund:

And whereas it is expedient that the other powers in this Act contained should be conferred upon the Company and that the other provisions in this Act contained should be enacted:

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

And whereas during the progress of the Bill for this Act an alteration has been made in the deviation railway by this Act authorised and a plan and sections of the said deviation railway as so altered on the same scale and containing the same particulars as the original plan and sections of the said deviation railway together with a book of reference thereto were deposited with the clerk of the county council of the administrative county of the west riding of Yorkshire which plan sections and book of reference are in this Act respectively referred to as the substituted plan sections and book of reference:

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

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

Short title.

1. This Act may be cited for all purposes as the London and North Eastern Railway Act 1947.



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

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

“ the new railways ” means the new railways and the deviation railway by this Act authorised;

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

“ the railways ” means the new railways and the widenings;

“ the dock works ” means the dock works by this Act authorised; and

“ the Lands Clauses Acts ” means the Lands Clauses Acts as modified by this Act.

Any reference in this Act to the deposited plans sections and book of reference where those respective expressions are used in relation to the deviation railway by this Act authorised shall be read and have effect as a reference to the substituted plan sections and book of reference respectively.

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

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

The Lands Clauses Acts except sections 127 to 131 (inclusive) of the Lands Clauses Consolidation Act 1845: 8 & 9 Vict.  
c. 18.

Provided that—

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

(2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the Common Seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section;

8 & 9 Vict.  
c. 20.

The Railways Clauses Consolidation Act 1845;

26 & 27 Vict.  
c. 92.

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

Provided that the expression "the railway" where used in the last-mentioned Act of 1845 and in the said Act of 1863 shall be deemed to include the works by this Act authorised other than the dock works;

10 & 11 Vict.  
c. 27.

The Harbours Docks and Piers Clauses Act 1847 except section 12 and sections 16 to 19 (unless and to such extent as the Minister of Transport shall otherwise require) and sections 26 and 50 of that Act.

Protection  
of gas and  
water mains  
of local  
authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company or society":

Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated.

Power to  
Company  
to make  
railways.

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

In the west riding of the county of York—

A deviation railway (4 furlongs 6 chains 5 yards in length) being a deviation of the Bramwith branch of the Company's west riding and Grimsby railway commencing in the parish of Thorpe in Balne in the rural district of Doncaster by a junction with the said branch railway at a point 10 chains east of the level-crossing of



the said branch railway at Marsh Lane and terminating in the parish of Barnby Dun with Kirk Sandall in the said rural district by a junction with the said branch railway at the west end of Bramwith station:

In the west and north ridings of the county of York—

A railway (No. 1) (7 furlongs 2 chains 15 yards in length) commencing in the parish of Nether Poppleton in the rural district of Nidderdale in the west riding of the county of York by a junction with the Company's York and Newcastle railway at a point 9 chains south-east of the bridge carrying the said railway over the river Ouse and terminating in the parish of Overton in the rural district of Easingwold in the north riding of the county of York by a junction with the said railway at a point 30 chains north-west of the bridge carrying the said railway over Stripe Lane:

In the north riding of the county of York—

A railway (No. 2) (1 mile 2 furlongs 0 chains 7 yards in length) commencing in the parish of Overton in the rural district of Easingwold by a junction with the Company's York and Newcastle railway at the north-west side of the bridge carrying the said railway over the river Ouse passing through the parish of Skelton in the rural district of Flaxton and terminating in the said parish of Overton by a junction with the said railway at a point 23 chains south-east of the bridge carrying the road from Overton to Shipton over the said railway;

A widening (5 miles 1 furlong 2 chains 11 yards in length) of the Company's York and Newcastle railway on the north-east side thereof commencing in the parish of Alne in the rural district of Easingwold at a point 6 chains north-west of the bridge carrying Shires Lane over the said railway passing in through or into the parishes of Easingwold Raskelf and Brafferton in the said rural district and the parish of Sessay in the rural district of Thirsk and terminating in the said parish of Sessay at a point 10 chains north-west of Pilmoor station:

In the counties of Derby and Chester and in the west riding of the county of York—

A widening (3 miles 3 furlongs 9 chains 7 yards in length) of the Company's Manchester and Sheffield railway on the south side thereof commencing in the parish

of Charlesworth in the rural district of Chapel-en-le-Frith in the county of Derby at a point 10 chains west of the western portal of Woodhead tunnel passing in through or into the parish of Tintwistle in the rural district of Tintwistle in the county of Chester and the parish of Dunford in the rural district of Penistone in the west riding of the county of York and terminating in the said parish of Dunford at a point 29.5 chains east of the eastern portal of Woodhead tunnel.

Abandonment  
of portion of  
railway.

6. On the completion and opening for traffic of the deviation railway by this Act authorised the Company may abandon and discontinue the use as a railway of so much of the Bramwith branch of their west riding and Grimsby railway as will be rendered unnecessary by the construction of the said deviation railway and the Company may appropriate and use the site of the said portion of railway for such of the purposes of their undertaking as they may think fit.

Fixed  
bridge over  
river Dun  
navigation.

10 & 11 Vict.  
c. ccxci.

13 & 14 Vict.  
c. lvii.

7. Notwithstanding anything in section xciv (Company not to erect any fixed bridge below Doncaster) of the South Yorkshire Doncaster and Goole Railway Act 1847 or in section 18 (Bridges across the river Dun below Doncaster to be maintained as opening bridges and to be opened for the passage of masted vessels) of the South Yorkshire Railway and River Dun Act 1850 or in any other enactment the bridge for carrying the deviation railway by this Act authorised across the river Dun navigation may be constructed as a fixed bridge.

Rates on  
railways.

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

Accommo-  
dation for  
workmen.

9.—(1) The Company shall erect fit up and maintain or provide—

- (a) such huts or buildings for the accommodation of the workmen employed in and about the construction of the works in the parishes of Charlesworth and Tintwistle by this Act authorised;
- (b) such hospital accommodation for the treatment of cases of sickness or accident among such workmen including accommodation for dealing with infectious diseases;

as shall be reasonably necessary having regard to the accommodation available in the neighbourhood of or conveniently accessible from the said works and shall provide and maintain proper and sufficient sanitary accommodation in connection with every such building and hospital.



(2) The Company shall pay all reasonable costs and expenses incurred in respect of the medical and surgical treatment of any workmen employed as aforesaid who are treated in any hospital accommodation provided by them except in so far as such costs and expenses are payable under the provisions of the National Health Insurance Acts 1936 to 1941 or otherwise.

(3) The medical officers of health of and any officers duly authorised by the rural district councils of Chapel-en-le-Frith and Tintwistle shall be entitled at any time to enter into and inspect and examine any accommodation afforded under this section in order to ascertain whether overcrowding exists therein and whether proper and sufficient sanitary arrangements are provided.

(4) The Company shall give such officers all facilities and information which they require for the purpose of the performance of their duties including the right to enter upon the said works and any person obstructing such officers in the performance of their duties under this section shall be liable on summary conviction to a fine not exceeding forty shillings.

(5) If the Company fail to afford and maintain accommodation in accordance with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and to a further daily penalty not exceeding five pounds for every day on which the offence is continued after conviction and such penalties may be recovered by the said councils.

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

For protection  
of west  
riding county  
council.

(1) The Company shall not construct the approaches to the level-crossing at which the public road from Thorpe-in-Balne to Barnby Dun will be crossed on the level by the deviation railway by this Act authorised so that at any point the gradient thereof is steeper than one in thirty:

(2) (a) The approaches on both sides of the said level-crossing shall be constructed to carry a road of the same width as the existing road and on such alignment as will conform to a future widening of the said road to an effective standard width between the fences thereof of not less than sixty feet and the said approaches shall be made up surfaced and drained and the roadways thereover and the embankments thereof shall at all times be maintained by the Company to the reasonable satisfaction of the county council;

(b) In the event of the said road being widened on either side of the said level-crossing to a standard width of not less than forty-five feet the Company shall pay to the county council the whole cost incurred by the county council (as agreed between the parties or in default of agreement settled by arbitration) in widening the approach on that side of the said level-crossing to such standard width:

- (3) (a) The gates to be constructed by the Company on either side of the said level-crossing shall be constructed with an opening in each case of not less than the opening of the gates at the existing level crossing and the Company shall in addition construct gates on either side of the said level crossing on the eastern side thereof for the convenience of foot passengers with an opening in each case of not less than the opening of the wicket gates at the existing level-crossing;

(b) If in the event of the said road being widened as aforesaid the county council by notice in writing to the Company so require the Company shall at their own expense provide on either side of the said level-crossing gates with an opening of not less than thirty feet and construct gates for the convenience of foot passengers on either side of the said level-crossing on the western side thereof of the same dimensions as the wicket gates on the eastern side thereof;

(c) All the works referred to in this subsection shall be constructed to the reasonable satisfaction of the county council:

- (4) Notwithstanding anything in this Act or shown on the deposited plans or sections in constructing the deviation railway by this Act authorised the Company shall not alter the line or level of or in any way interfere with or affect Bramwith Lane or Northfield Lane or the road leading from Bramwith station to Barnby Dun:

- (5) (a) In lengthening the bridge carrying the road known as Windleden Lane over the Company's Manchester and Sheffield railway in the parish of Dunford for the purpose of carrying such road over the widening of the said railway by this Act authorised the Company shall construct the lengthened portion of that bridge with a width between the parapets thereof of not less than thirty-six feet measured on the square;



(b) If the county council at any time after the date of the passing of this Act request the Company to widen the portion of the said bridge existing at the said date to a width between the parapets thereof of not less than forty-five feet measured on the square the Company shall widen the same in accordance with such request and at the expense in all respects of the county council and in addition thereto the Company shall at their own expense execute all such works as may be necessary to widen the said lengthened portion of the said bridge to a width between the parapets thereof measured on the square of not less than forty-five feet:

- (6) In exercising the powers of this Act the Company shall not so far as reasonably practicable create any permanent spoil dumps of an unsightly character which will be visible from the road known as Windleden Lane between Dunford Bridge and Salters Brook Bridge or above the level of and visible from the road leading from Dunford Bridge to Holmfirth:
- (7) The Company shall not under the powers of this Act execute any works or do any thing which would prejudice the future widening of the road leading from Dunford Bridge to Holmfirth or increase the cost of such widening and if hereafter the county council widen such road the Company shall grant to the county council all reasonable facilities necessary for that purpose:
- (8) (a) Not less than twenty-eight days before commencing—
- (i) to construct the level-crossing referred to in subsection (1) of this section or to alter or otherwise interfere with the road leading from Thorpe-in-Balne to Barnby Dun; or
  - (ii) to lengthen the bridge referred to in subsection (5) of this section;

the Company shall submit to the county council for their reasonable approval plans sections and specifications of the works proposed showing the manner of the construction thereof and of the alteration of any road proposed to be executed in connection therewith;

(b) If the county council shall not within twenty-eight days after the submission to them of any such plans sections and specifications intimate in writing to the Company any objection thereto or make any requirement with reference thereto they shall be deemed to have approved thereof:

- (9) The Company shall not construct any works in respect of which they are required by this section to submit plans sections and specifications to the county council for their reasonable approval otherwise than in accordance with such plans sections and specifications as may be so approved or if such approval be refused as may be settled by arbitration as hereinafter provided and all such works shall be constructed under the superintendence of the surveyor of the county council (if after reasonable notice from the Company he shall choose to attend) and to his reasonable satisfaction:
- (10) The Company shall not in constructing the deviation railway or the lengthening of the bridge referred to in subsection (5) of this section or any works in connection with either of those works unreasonably interrupt the traffic passing along the road leading from Thorpe-in-Balne to Barnby Dun or any of the roads referred to in subsection (4) of this section or the road known as Windleden Lane (as the case may be) and shall make good all damage or injury whatsoever which shall happen or arise to any of the said roads by reason or in consequence of the construction of the works referred to in this subsection:
- (11) The Company shall during the execution and until the completion of any such works as are referred to in subsection (10) of this section make and carry into effect such arrangements for lighting and watching the same and any portion of the said roads referred to in that subsection which may be interfered with or affected thereby as may be reasonably necessary in the opinion of the county council to prevent danger or accident to persons and vehicles using the said roads or any of them:
- (12) If any difference shall arise between the county council and the Company under this section (other than a difference as to the meaning or construction thereof) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.



11. For the protection of the Sheffield and South Yorkshire Navigation Company (in this section referred to as "the navigation company") the following provisions shall unless otherwise agreed in writing between the Company and the navigation company apply and have effect:—

For protection of Sheffield and South Yorkshire Navigation Company.

(1) In this section—

"the navigation" means the river Dun navigation and the towing-path thereof;

"the deviation railway" means the deviation railway by this Act authorised;

"the bridge" means the bridge by which the deviation railway will be carried across the navigation;

"the authorised works" means the bridge and any works connected therewith or incidental thereto crossing or affecting the navigation;

"the old bridge" means the existing bridge by which the Bramwith branch of the Company's West Riding and Grimsby railway is carried across the navigation;

"the demolition works" means the operations of and incidental to the demolishing taking down and removing of the old bridge and the abutments thereof and any works connected therewith crossing or affecting the navigation;

"the engineer" means the engineer for the time being of the navigation company:

(2) The deviation railway shall be carried across the navigation by a single span girder bridge which shall be so constructed and maintained as to allow at all times at the place of crossing—

(a) a clear waterway of a minimum width of sixty feet throughout and a towing-path on the eastern side thereof of a minimum width of eight feet six inches throughout; and

(b) a clear headway of not less than twelve feet one inch measured vertically between the underside of the bridge and the normal water level of the navigation namely 20.53 feet above ordnance datum (Newlyn):

(3) The foundations of the piers or abutments of the bridge shall be carried down to such depth below the normal water level of the navigation and shall be placed in such positions as shall be agreed between the Company's engineer and the engineer:

- (4) The Company shall drive steel or reinforced concrete piling for the support of the towing-path for such depth and such distance along the side of the waterway as shall be reasonably required by the engineer:
- (5) The Company shall not under the powers of this Act acquire compulsorily any lands of the navigation company but the Company may acquire and the navigation company shall if so required by the Company sell and grant such easements and rights as may be reasonably required by the Company for constructing maintaining renewing using or altering the authorised works and for the execution of the demolition works and (subject to the provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts:
- (6) (a) The Company shall not commence to construct or alter the authorised works unless and until plans sections and other necessary particulars of the proposed works shall have been approved by the engineer or in the event of difference settled by arbitration nor until the date of commencement of the said works stated in a notice given pursuant to paragraph (b) of this subsection:
- Provided that if the engineer does not within twenty-eight days after the submission to him of any plans sections or other particulars signify his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved thereof;
- (b) The Company shall give to the navigation company not less than fourteen days' notice in writing of the date on which they intend to commence any works the plans sections and particulars whereof shall have been approved or deemed to have been approved by the engineer or settled by arbitration in accordance with the provisions of paragraph (a) of this subsection;
- (c) The authorised works shall be constructed and any alteration thereof shall be carried out in accordance with the plans sections and particulars relating thereto as approved or settled as aforesaid and to the reasonable satisfaction of the engineer and under his supervision if he shall elect to attend during the execution of the work;
- (d) The engineer or his duly authorised representative shall also be entitled at all reasonable times



to inspect the authorised works both during the construction and after the completion thereof;

(e) The Company shall pay to the navigation company the reasonable costs of such supervision as aforesaid and of such inspection as aforesaid as may be reasonably necessary:

- (7) On the completion and opening for traffic of the deviation railway the Company at their own expense shall forthwith execute the demolition works and shall leave the site of the old bridge and of the abutments thereof and the towing-path free from all obstructions and the waterway with a clear channel aligned on the eastern side thereof to the reasonable satisfaction of the engineer:
- (8) The Company shall give to the navigation company not less than fourteen days' notice in writing of the date on which they intend to commence the execution of the demolition works which shall be carried out under the supervision of the engineer if he shall elect to attend during the execution of the work and the Company shall pay to the navigation company the reasonable costs of such supervision as aforesaid:
- (9) During the construction alteration repair or renewal of the authorised works and the execution of the demolition works the Company shall leave the navigable waterway and towing-path free and uninterrupted except to such extent and for such period or periods as cannot be reasonably avoided by the Company in the execution of the said works the extent and period or periods of the interruption to be agreed in writing between the Company and the navigation company or in the event of difference to be settled by the Minister of Transport:
- (10) During the construction alteration repair or renewal of the authorised works and the execution of the demolition works the Company shall if so required by the navigation company exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Company for the guidance of vessels using the navigation and such light or lights shall be of such description and shall be so used and placed as the navigation company in writing shall reasonably require:
- (11) The construction alteration repair and renewal of the authorised works and the execution of the demolition works when commenced shall be carried on

- uninterruptedly so far as may be reasonably practicable and shall be completed with all reasonable dispatch and all scaffolding piling (other than the steel or reinforced concrete piling referred to in subsection (4) of this section) and materials affecting the navigation shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair and well and sufficiently lighted:
- (12) The construction maintenance renewal and alteration of the authorised works and the execution of the demolition works shall be carried out so as not to cause any leakage or loss of water from the waterway or any injury to the navigation and (save as provided by subsection (9) of this section) so as not to interfere with the passage of traffic along the navigation:
- (13) If at any time the engineer shall be of opinion that the construction maintenance renewal or alteration of any of the authorised works or the execution of the demolition works may be attended with danger to the navigation or involve any risk of loss of water from the waterway the Company shall forthwith execute such further works or take such measures and precautions as the engineer may reasonably require for the purpose of preventing injury to the navigation or loss of water from the waterway:
- (14) The Company shall bear and pay to the navigation company the reasonable costs charges and expenses of the employment during the construction maintenance renewal or alteration of the authorised works and the execution of the demolition works of a reasonable number of watchmen to be appointed by the navigation company for watching the navigation and other property of the navigation company with reference to the execution of the said works and for preventing so far as may be any damage obstruction or danger to the navigation or other property of the navigation company from any of the operations of the Company under this Act or from any act or default of their contractors or of any person in the employment of the Company:
- (15) The bridge and the steel or reinforced concrete piling and towing-path so far as the same are situate under the bridge shall at all times be maintained by the Company in good and substantial repair and to the reasonable satisfaction of the engineer:



- (16) If in consequence of the construction use maintenance renewal or alteration of any of the authorised works or the execution of the demolition works or the failure or want of repair of the authorised works any injury to the navigation or other property of the navigation company or leakage or loss of water from the waterway or any interruption of the passage of traffic on the navigation (except such interruption as cannot be reasonably avoided by the Company in carrying out the powers of this Act) shall at any time be occasioned or arise the Company shall forthwith to the reasonable satisfaction of the engineer execute all such works and do all such things as may be reasonably necessary to restore the navigation or other property of the navigation company to the same state and condition as before the happening of such injury or leakage or loss of water or remove the cause of such interruption (as the case may require) and take all such steps as may be reasonably necessary to prevent the recurrence of such injury leakage loss or interruption under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer.

In case the Company fail at any time to comply with the foregoing provisions of this subsection and also in case of emergency the navigation company may after giving not less than fourteen days' previous notice in writing to the Company or forthwith if the circumstances so require as well on the lands of the Company as on their own lands execute and do themselves all such works and things as may be reasonably necessary as aforesaid and the Company shall pay to the navigation company the costs and expenses reasonably incurred by the navigation company in so doing:

- (17) The Company shall bear and pay to the navigation company the reasonable expenses of any dredging of the waterway required to be carried out by the navigation company in consequence of the construction alteration repair or renewal of the authorised works or the execution of the demolition works in order to provide a clear waterway in pursuance of paragraph (a) of subsection (2) and subsection (7) of this section:
- (18) The Company shall indemnify and hold harmless the navigation company from all claims or demands which may be made on or against them in consequence of the construction use maintenance renewal

or alteration of any of the authorised works or the execution of the demolition works or the failure or want of repair of any of the authorised works or in consequence of any act or omission of the Company their contractors agents workmen or servants:

Provided that the navigation company shall give to the Company immediate notice of any such claim or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall (if they so elect) have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the same:

- (19) Nothing in this section shall extend to prevent the navigation company or any owner of a vessel boat keel or barge using the navigation from recovering from the Company any special damage that shall be sustained by them or him for or in consequence of any such act or omission as in this section is specified:
- (20) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the navigation company or with any requirement of the navigation company or the engineer or under the supervision or to the satisfaction of the engineer or in accordance with any directions or award of an arbitrator under this section shall not relieve the Company from any liability for damage caused to the navigation company or affect any claim by the navigation company for injury caused to the navigation or other property of the navigation company or any other claim competent to the navigation company under this Act:
- (21) Any difference (other than a difference to which the provisions of the Lands Clauses Acts apply or a difference as to the meaning or construction of this section) which shall arise between the Company or their engineer and the navigation company or the engineer under any of the provisions of this section shall be referred to and determined by an engineer to be agreed upon between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 and any statutory modification thereof for the time being in force shall apply to the arbitration.



12. For the protection of the River Ouse (Yorks) Catchment Board the following provisions shall unless otherwise agreed in writing between the catchment board and the Company apply and have effect:—

For protection  
of River Ouse  
(Yorks)  
Catchment  
Board.

(1) In this section unless the context otherwise requires—

“ the catchment board ” means the River Ouse (Yorks) Catchment Board;

“ the catchment area ” means the river Ouse (Yorks) catchment area as for the time being constituted;

“ drainage authority ” means a drainage board constituted or to be treated as having been constituted under the Land Drainage Act 1930 and having jurisdiction in the catchment area;

20 & 21 Geo. 5.  
c. 44.

“ banks ” has the meaning assigned to that expression by the Land Drainage Act 1930;

“ watercourse ” includes any river stream ditch drain cut culvert dyke sluice sewer (other than a public sewer within the meaning of the Public Health Act 1936) or passage through which water flows and the banks thereof;

26 Geo. 5. &  
1 Edw. 8.  
c. 49.

“ authorised work ” means so much of the railways as is situate over or within ten feet from any watercourse:

(2) In the execution of any authorised work the Company shall not diminish the width between the banks of any watercourse except with the consent of the catchment board but such consent shall not be unreasonably withheld:

(3) Except with the consent of the catchment board which shall not be unreasonably withheld the Company shall not construct any authorised work which affects any watercourse otherwise than—

(a) in such manner across such watercourse as to allow the free passage under such authorised work of flood waters;

(b) in such manner as not to obstruct or interfere with the free flow of water in into or out of such watercourse;

(c) in the case of the deviation railway firstly described in the section of this Act of which the marginal note is “ Power to Company to make railways ” where constructed across the river Don at a height of not less than 30 feet above ordnance (Newlyn) datum the height being measured to the underside of the work;

(d) in the case of the bridge to be constructed for the purpose of carrying Railway (No. 1) secondly described in the said section over the river Ouse in such a manner as to provide under the said bridge a waterway area at least equal at all normal and flood states of the said river to the waterway area at present provided under the arched bridge carrying the Company's York and Newcastle railway over the said river and situate 30 yards downstream of the site of the bridge to be constructed as aforesaid:

- (4) Except with the consent of the catchment board which shall not be unreasonably withheld the Company shall at all times hereafter leave open under the bridge referred to in paragraph (d) of subsection (3) of this section a waterway area at least equal to that which they are required by the said paragraph (d) to provide:
- (5) (a) The Company before commencing to execute any authorised work shall submit to the catchment board plans and sections and (when reasonably required by the catchment board) working drawings thereof and of any temporary works for their reasonable approval. If the catchment board do not within twenty-one days after the submission to them of any such plans sections and drawings signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved thereof;
- (b) an authorised work shall not be executed otherwise than in accordance with such plans and sections and drawings (if any) as may be approved (or are to be deemed to be approved) by the catchment board or if such approval be withheld as may be settled by arbitration and shall be executed to the reasonable satisfaction of the catchment board and under the superintendence of the engineer to the catchment board if the engineer elect to superintend after receiving reasonable notice of the date when the work is to be commenced:
- (6) The Company shall at all reasonable times afford the engineer of the catchment board or his duly authorised representatives access to any authorised work during the construction thereof for the purpose of inspection:
- (7) The construction of any authorised work shall when commenced be continued uninterruptedly so far as may be reasonably practicable until completion:



- (8) The Company shall construct and thereafter maintain all culverts or other works for carrying any watercourse or drain under or alongside or near to any authorised work in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the engineer of the catchment board. The said works shall be so constructed as to provide for the free and uninterrupted passage at all times through and along the said culverts or other works of the water flowing to or along such watercourse or drain:
- (9) The Company shall at all times keep the catchment board and any other drainage authority indemnified against all damages losses costs and expenses which the catchment board or the drainage authority may prove that they have sustained or become liable for or have reasonably incurred by reason or in consequence of any injury or damage which may be caused or result to any watercourse or any obstruction which may be caused or result in any watercourse by or in consequence of or in connection with the execution of any authorised work:
- (10) Any dispute or difference which may arise under this section between the catchment board and the Company (other than a difference as to the meaning or construction of this section) shall be referred to and determined by a single arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 and any statutory modification thereof for the time being in force shall apply to any such reference or determination.

13. For the protection of the lord mayor aldermen and citizens of the city of Manchester (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect:—

For protection  
of Manchester  
Corporation.

(1) In this section—

"the works" means the widening of the Company's Manchester and Sheffield railway in the counties of Derby and Chester and in the west riding of the county of York by this Act authorised and all works and conveniences connected therewith;

"the reservoirs" means the Woodhead Torside or Rhodeswood reservoirs of the corporation;

“ the medical officer ” means the medical officer of health of the city of Manchester or an officer of the corporation being a duly qualified medical practitioner nominated by him for any of the purposes of this section :

- (2) Before commencing the construction of the works the Company shall give to the corporation not less than three months' notice in writing of their intention to commence the same :
- (3) (a) All foul water which may arise from or in consequence of the construction maintenance or use of the works shall be effectually collected and disposed of in accordance with the provisions of this subsection so as to ensure that such water does not enter any river stream spring or conduit which flows into the reservoirs or enter the reservoirs unless it has been so treated as not to affect prejudicially the purity and quality of the water therein ;
- (b) Before commencing the construction of any part of the works the Company shall take such steps and execute such protective works (in this section referred to as “ the protective works ”) as the corporation may reasonably require for effectually collecting and disposing of such foul water ;
- (c) If at any time the corporation shall be of opinion that the construction maintenance or use of the works or the operations of the Company connected therewith make it necessary to execute further protective works (in this section referred to as “ further protective works ”) for effectually collecting and disposing of the foul water arising from or in consequence of the construction maintenance or use of the works the Company shall execute such further protective works as may be reasonably required by the corporation ;
- (d) The protective works and further protective works shall be executed by the Company in accordance with such plans sections and particulars as may be reasonably approved by the corporation ;
- (e) The protective works and further protective works shall be executed to the reasonable satisfaction of the corporation and under the supervision of their waterworks engineer (if after reasonable notice he or his representative shall choose to attend) and shall at all times be maintained to the reasonable satisfaction of the corporation ;



(f) The corporation shall grant to the Company without payment all such easements and similar facilities as may be required for the purposes of executing or maintaining any of the protective works or further protective works or any part of such works which it may be necessary for them to execute or maintain on land of the corporation;

(g) The Company and the corporation may enter into and carry into effect agreements with reference to the execution or maintenance of the protective works or further protective works or any part of such works by the corporation on behalf and at the expense of the Company:

(4) All surplus spoil or material excavated in the construction or maintenance of the works the protective works or further protective works and deposited on any land now vested in the corporation shall be deposited in such quantities and on such part or parts of such land as the corporation may reasonably approve and according to such levels and in such manner as the corporation may reasonably require:

(5) (a) Notwithstanding anything in this Act the Company shall not acquire compulsorily under the powers of this Act for the purpose of constructing so much of the widening as may be constructed underground any land or (except as provided in this subsection) any interest in any land now vested in the corporation;

(b) The corporation shall if required by the Company grant to the Company such easements or rights in or under the lands of the corporation shown on the deposited plans as may be required for constructing and maintaining so much of the widening as may be constructed underground and in or over such lands of the corporation in the immediate vicinity of any air-shafts as may be required by the Company for maintenance purposes and for the purposes of the Lands Clauses Acts such easements and rights shall be deemed to be lands;

(c) The Company shall not acquire under the powers of this Act otherwise than by agreement any part of the lands numbered on the deposited plans 1 2 3 and 4 in the parish of Charlesworth at a greater distance than one hundred and thirty feet measured from the centre line of the main lines of the existing railway:

- (6) (a) Before the Company erect or provide—
- (i) any huts or buildings for the accommodation of the persons employed by the Company or their contractors in and about the construction of the works;
  - (ii) any buildings at or near the Woodhead station of the Company or on or adjoining the property of the corporation in the parish of Tintwistle in the rural district of Tintwistle in the county of Chester and in the parish of Charlesworth in the rural district of Chapel-en-le-Frith in the county of Derby;
- they shall in addition to such drainage works for the collection and disposal of foul water and sewage as may be required in pursuance of the section of this Act of which the marginal note is "Accommodation for workmen" execute such additional drainage works as the corporation may reasonably require for the prevention of pollution of the reservoirs or the rivers streams springs or conduits flowing into the reservoirs by reason of the drainage arising from such huts or buildings and such additional drainage works shall be executed and maintained to the reasonable satisfaction of the corporation;
- (b) The huts and buildings erected for the accommodation of the workmen employed in or about the construction of the works shall be removed by the Company as soon as reasonably practicable after the completion of the works:
- (7) The Company shall make good to the reasonable satisfaction of the corporation all damage done by them to any walls fences gates sewers drains pipes or other apparatus or property of the corporation in the exercise of the powers of this Act:
- (8) The Company shall in constructing the works fence in all excavations shafts or other openings on any land now vested in the corporation and shall at all times maintain the fences of all permanent excavations shafts or other openings on such land to the reasonable satisfaction of the corporation and shall remove all other fences on such land on the completion of the works:
- (9) The Company shall take all reasonably practicable measures and precautions in the construction and maintenance of the works so as not to intercept take



appropriate or diminish the flow of any rivers streams springs or waters which may flow upon through or into any land vested in the corporation and in the event of it being necessary to interfere with the natural channel thereof the Company shall in making any diversion thereof restore the level and direction of such diverted river stream spring or water as nearly as may be reasonably practicable to accord with the level and direction thereof prior to such interference:

- (10) The Company shall not in connection with the works knowingly cause or permit any additional water to be discharged into any sewer or drain of the corporation situate between the easterly side of the bridge over the river Etherow near to Woodhead station and the Vale House reservoir of the corporation except with the consent of the corporation and upon such terms and conditions as the corporation may impose:
- (11) The medical officer shall have the right to examine and the Company shall on request from him take all necessary steps in their power to enable him to examine any person employed or to be employed in the construction of the works and if at any time the medical officer has reasonable grounds for believing that the employment or continued employment of any person involves or is likely to involve a risk of contamination of the water in or flowing into the reservoirs he may serve upon the Company a notice in writing to that effect and thereupon the Company or their contractors shall not employ or shall forthwith cease to employ that person (as the case may be) in the construction of the works:
- (12) Any difference between the Company and the corporation under or in consequence of this section (other than a difference to which the provisions of the Lands Clauses Acts apply or a difference as to the meaning or construction of this section which does not arise in the course of the arbitration) shall be referred to and determined by an engineer to be agreed upon between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 and any statutory modification thereof for the time being in force shall apply to the arbitration.

For protection  
of Electrical  
Distribution  
of Yorkshire  
Limited.

14. For the protection of Electrical Distribution of Yorkshire Limited (in this section referred to as "the distribution company") the following provisions shall unless otherwise agreed in writing between the Company and the distribution company apply and have effect:—

- (1) The Company in the exercise of the powers of this Act shall not take use or interfere with (so far as it is reasonably practicable for them to avoid doing so) any electric line apparatus or work of the distribution company which at the date when the Company commence to exercise the said powers has been laid down erected or constructed by the distribution company in exercise of statutory powers in existence at the date of the passing of this Act and is in existence within the limits of deviation or of land to be acquired shewn on the deposited plans:

Provided that if in the exercise of the said powers by the Company it is reasonably necessary for the Company to interfere with any electric line apparatus or work of the distribution company the provisions of section 15 of the Electric Lighting Act 1882 and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 shall (mutatis mutandis and subject to the provisions of this section) apply in relation to such interference whether such line apparatus or work is under a street or not and shall be deemed to extend to any such electric line apparatus or work constructed upon or above the level of the ground and the Company shall not interfere with any such electric line work or apparatus of the distribution company except in accordance with and subject to such provisions:

- (2) Any difference which may arise between the Company and the distribution company under this section (other than a difference as to the meaning and construction of this section) shall be referred to and determined by an engineer to be agreed upon or failing agreement appointed by the President of the Institution of Electrical Engineers on the application of either party after notice in writing to the other and subject thereto the provisions of the Arbitration Acts 1889 to 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

45 & 46 Vict.  
c. 56.

62 & 63 Vict.  
c. 19.

For protection  
of trustees of  
Spencer Stan-  
hope Settled  
Estates.

15. For the protection of the trustees of the Spencer Stanhope Settled Estates (in this section referred to as "the trustees") the following provisions shall unless otherwise



agreed in writing between the Company and the trustees apply and have effect:—

- (1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not acquire any part of the land numbered on the deposited plans 53 in the parish of Dunford within a distance of fifteen feet from the north end wall of the Stanhope Arms Hotel nor any part of the land numbered on the deposited plans 55 in the said parish within a distance of thirty feet from the limit of deviation shown on the said plans:
- (2) The Company shall construct to the reasonable satisfaction of the trustees in substitution for and of similar construction to the existing road leading from Windleden Lane to the east side of the said hotel where such road is interfered with by the works a road fifteen feet wide on the land of the trustees adjoining the southern boundary of so much of the land numbered 53 on the deposited plans as may be acquired by the Company under the powers of this Act:
- (3) The Company shall also construct to the like satisfaction a footpath or steps in substitution for the existing footpath leading from Dunford Bridge station to the eastern forecourt of the said hotel if such existing footpath is interfered with in carrying out the works:
- (4) Any difference arising between the Company and the trustees under this section (other than a difference as to the meaning and construction of this section) shall be referred to and determined by the arbitration of a single arbitrator to be agreed upon between the parties or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and in all other respects the provisions of the Arbitration Acts 1889 to 1934 or any statutory re-enactment or modification thereof for the time being in force shall apply with respect to such arbitration.

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

Period for completion of new railways.

Prescribed  
limits for  
temporary  
use of lands  
&c.

17.—(1) The prescribed limits for the purposes of sections 30 and 32 of the Railways Clauses Consolidation Act 1845 shall with respect to the widening of the Company's Manchester and Sheffield railway by this Act authorised be the limits referred to in the said respective sections but extended so as to include all those lands comprised within the area bounded on the north by the centre line of the said widening as shown on the deposited plans and on the east south and west by the public road from Woodhead station to Dunford Bridge.

(2) The powers conferred by the said sections 30 and 32 shall include power for the Company to lay down and use upon in or through any such private roads and lands as are respectively referred to in the said sections and are situated within the area described in subsection (1) of this section such tramroads or access railways works machinery and appliances as may be necessary or convenient for the purpose of constructing the said widening.

Power to  
divert and  
stop up road.

18. Subject to the provisions of this Act the Company may divert in the manner shown upon the deposited plans of Railways Nos. (1) and (2) by this Act authorised the road numbered on those plans 6 in the parish of Overton in the rural district of Easingwold and may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road so shown on the said plans.

As to bridges  
on widenings.

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

Power to  
cross roads  
on the level.

20. Subject to the provisions contained in the Railways Clauses Consolidation Act 1845 and in Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 with reference to the crossing of roads on the level the Company may in the construction of the deviation railway by this Act authorised carry the same across and on the level of the public roads numbered respectively on the deposited plans 5 and 12 in the parish of Barnby Dun with Kirk Sandall.



21. The Company may make the roadway over the bridge by which the following road will be carried over Railways Nos. (1) and (2) of such width between the fences thereof as the Company think fit not being less than the width hereinafter mentioned in connection therewith (that is to say):—

Width of roadway over bridge.

No. on plan.	Parish.	Description of roadway.	Width of roadway.
6	Overton	Public	20 feet

22. Notwithstanding anything in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient:

Repair of roads where level not permanently altered.

Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such road highway or approach.

23. Subject to the provisions of this Act the Company may in the lines or situations shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the dock works hereinafter described and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for that purpose.

Power to Company to make dock works at Hull.

The dock works hereinbefore referred to and authorised by this Act will be situated in the city and county of Kingston upon Hull or on the bed of the river Humber adjacent thereto and are as follows:—

Work No. 1 A quay commencing at a point in the existing river wall 347 yards east of a line drawn in a southerly direction from the eastern end of the Company's William Wright Dock and terminating at the south-east corner of the entrance to the Company's Albert Dock and a diversion of the Humber Bank footpath commencing at a point on such footpath 25 yards east of a line drawn in a southerly direction from the western end of the Company's William Wright Dock and terminating at the south end of the bridge over the entrance lock to the Company's Albert Dock;

Work No. 2 An extension of the Company's King George Dock 18 acres or thereabouts in extent having a maximum length of 550 yards and a maximum width of 187 yards and comprised within an area bounded on the north by a line drawn in a westerly direction from the south-east corner of No. 4 quay on the west by a line drawn in a southerly direction 105 yards west of the western end of the existing dock on the south by a line drawn in an easterly direction parallel to such first-mentioned line and at a distance of 187 yards to the south thereof on the south-east by No. 7 quay and on the east by the water space of the existing dock;

Work No. 2A A widening on the north side thereof of the bridge carrying the Company's King George Dock railway over the road leading from Hedon Road to the river wall on the north bank of the river Humber known as Corporation Road with an alteration in the level of Corporation Road commencing at a point 115 yards north of the said bridge and terminating at a point 105 yards south-east of the said bridge and a diversion of Corporation Road commencing at a point 70 yards south-east of such last-mentioned point and terminating at a point 236 yards north of the said river wall;

Work No. 3 An extension of the river pier at the Company's Alexandra Dock commencing at the western extremity of the said pier and extending thence into the river Humber in a westerly direction for a distance of 100 yards and there terminating with an approach to such extension from the north bank of the river Humber.

Power to  
make  
subsidiary  
dock works.

24. The Company may in connection with the dock works or any of them from time to time make and maintain upon any of the lands delineated upon the deposited plans and described in the deposited book of reference all necessary or convenient rails sidings junctions turntables tramways stations signals bridges approaches roads gates warehouses sheds buildings yards quays wharves walls embankments pipes wires mains cables conduits sewers drains culverts sluices jetties groynes shipping-places landing-places staithes stairs stages graving docks gridirons gantries conveyors cranes lifts hoists drops dolphins moorings buoys beacons and other works buildings machinery and appliances.

For protection  
of Postmaster-  
General

25. Any electric wires mains cables or other apparatus made or maintained by the Company under the powers conferred on them by the section of this Act of which the marginal note



is " Power to make subsidiary dock works " shall not be used in contravention of the exclusive privileges conferred upon the Postmaster-General by the Telegraph Act 1869 and shall be so constructed maintained and used as to prevent interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

32 & 33 Vict.  
c. 73.

41 & 42 Vict.  
c. 76.

26. The Company may from time to time deepen dredge scour cleanse alter and improve the bed shores and channels of the river Humber adjoining or near to the dock works or any of them for the purpose of affording uninterrupted means of access thereto and may use appropriate or dispose of the soil and material from time to time dredged by them from the river Humber but no materials excavated or dredged by them from the river Humber which they do not use or appropriate as aforesaid shall be deposited in any place below high-water mark of ordinary spring tides without the consent of the Minister of Transport nor if such place be within the jurisdiction of the Humber Conservancy Board without the consent of the board.

Power to  
dredge in  
Humber.

27.—(1) Subject to the provisions of this Act the Company may stop up and cause to be discontinued as a footpath so much of the existing Humber bank footpath numbered on the deposited plans 1 in the city and county of Kingston upon Hull as will be rendered unnecessary by the construction of the new portion of footpath shown on the said plans.

As to  
Humber bank  
footpath.

(2) In diverting the said footpath between the commencement of the diversion thereof and the commencement of the quay by this Act respectively authorised the Company may carry the said footpath over and along a platform to be constructed at the top of the slope of the existing river wall and extending riverwards therefrom for a distance of fourteen feet in manner shown upon the deposited plans and sections which platform with the supports thereof shall when constructed be maintained by and at the expense of the Company.

(3) If and whenever the Company shall from time to time under the powers of this Act erect any sheds warehouses or other buildings on the quay by this Act authorised they shall wherever the construction of such buildings admits carry the said footpath along and over such buildings by means of an overhead footway to be constructed in such position and in such manner as shall be agreed between the Company and the lord mayor aldermen and citizens of the city and county of Kingston upon Hull (in this section referred to as " the corporation ") or as shall in default of agreement be determined by arbitration.

(4) The said overhead footway shall be constructed in the line of the said footpath as authorised to be diverted under the provisions of this Act or in such other line within the limits of deviation as shall be agreed between the Company and the corporation or as shall in default of agreement be determined by arbitration.

(5) The said overhead footway shall when constructed be deemed to be in substitution for the overhead footway referred to in section 26 (Abolition of footway on Hull Dock Estate) of the North Eastern Railway Act 1911 and the provisions of that section with respect to such last-mentioned footway shall (so far as the same are applicable and are not inconsistent with the provisions of this Act) apply with respect to the overhead footway authorised by this section except that the Company shall not be required to construct the new overhead footway of a greater width than seven feet.

(6) Except where it shall be carried overhead as aforesaid the said diverted footpath shall be not less than ten feet in width and shall be deemed to be in substitution for the public right of footway referred to in subsection (7) of the said section 26.

(7) The footpath and overhead footway referred to in this section together with the connections therewith including the steps shall at all times be kept in good and proper state of repair by and at the cost of the Company to the reasonable satisfaction of the corporation.

(8) The Company shall provide on the said overhead footway for the use of the public three shelters each not less than twenty feet in length and such shelters shall be provided in such positions and shall be of such character and construction as the corporation may reasonably require and shall be maintained by the Company to the reasonable satisfaction of the corporation.

(9) Any difference arising between the Company and the corporation under this section (other than a difference as to the meaning and construction of this section) shall be referred to and determined by the arbitration of a single arbitrator to be agreed upon between the parties or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and in all other respects the provisions of the Arbitration Acts 1889 to 1934 or any statutory re-enactment or modification thereof for the time being in force shall apply with respect to such arbitration.

28. Subject to the provisions of this Act upon the completion of the diversion of Corporation Road by this Act authorised the Company may stop up and cause to be discontinued



as a road so much of the existing road as will be rendered unnecessary by the new portion of road as shown on the deposited plans.

29. The Company and the lord mayor aldermen and citizens of the city and county of Kingston upon Hull may enter into and carry into effect agreements with reference to the construction maintenance and use of the dock works or any of them and the provision of works and conveniences in connection therewith and the defraying or making of contributions towards the cost of constructing and maintaining the dock works and any works and conveniences provided in pursuance of any such agreement.

Agreements  
with Kingston  
upon Hull  
Corporation.

30. Subject to the provisions of this Act any of the works by this Act authorised shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Minister of Transport and subject to such restrictions and regulations as the said Minister may prescribe before such works are begun.

Works below  
high-water  
mark to be  
subject to  
approval of  
Minister of  
Transport.

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

If any such work be commenced or completed contrary to the provisions of this section the Minister of Transport may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount recoverable does not exceed twenty pounds by the Minister of Transport summarily as a civil debt.

31. If at any time the Minister of Transport deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount recoverable does not exceed twenty pounds by the Minister of Transport summarily as a civil debt.

Survey of  
works by  
Minister of  
Transport.

32.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay

Abatement  
of work  
abandoned  
or decayed.

arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Minister of Transport may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Minister of Transport may think proper.

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

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Minister of Transport may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount recoverable does not exceed twenty pounds by the Minister of Transport summarily as a civil debt.

Lights on  
works during  
construction.

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

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

Permanent  
lights on  
works.

**34.—**(1) After the completion of the dock works the Company shall at the outer extremity of such works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and



take such other steps for the prevention of danger to navigation as the Humber Conservancy Board shall from time to time direct.

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

**35.** In case of injury to or destruction or decay of the dock works or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Humber Conservancy Board and shall apply to the board for directions as to the means to be taken and the Company shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Provision  
against  
danger to  
navigation.

**36.—(1)** The limits within which the powers of the dockmaster at the Company's Albert Dock at Kingston upon Hull may be exercised under and subject to the provisions of the Harbours Docks and Piers Clauses Act 1847 shall extend to a distance of one hundred yards measured riverward from the face of Work No. 1 by this Act authorised.

Limit of  
dockmaster's  
powers.

(2) The limits within which the powers of the dockmaster at the Company's Alexandra Dock at Kingston upon Hull may be exercised as aforesaid shall be deemed to include Work No. 3 by this Act authorised and the intervening water space between the shore and Work No. 3 and shall also extend to a distance of one hundred yards southward and fifty yards westward of the said Work No. 3.

(3) The powers conferred by this section shall not be exercised so as to affect vessels navigating or at anchor in the channels of the river Humber unless such vessels shall obstruct the approaches to the said Work No. 1 or the said Work No. 3 as the case may be.

**37.** For the purposes of dues rates and charges and for all other purposes whatsoever the dock works shall form part of the Company's dock undertaking at Kingston upon Hull and in particular Work No. 1 by this Act authorised shall be

Dock works  
to be part of  
Company's  
dock under-  
taking at  
Hull.

deemed to form part of the Hull Dock Works authorised by section 17 (Power to make new dock works at Hartlepool and Hull) of the North Eastern Railway Act 1905 Work No. 2 by this Act authorised shall be deemed to form part of the dock authorised by section 4 (Power to make new dock and works at Hull) of the Hull Joint Dock Act 1899 and Work No. 3 by this Act authorised shall be deemed to form part of the pier authorised by section 4 (Power to construct pier and railways) of the Hull and Barnsley Railway Act 1907 and the provisions of the said Acts and of all other enactments relating to the said dock undertaking shall (so far as the same are applicable and are not inconsistent with the provisions of this Act) apply and have effect accordingly.

5 Edw. 7.  
c. cci.

62 & 63 Vict.  
c. ccxlii.

7 Edw. 7.  
c. lxxvii.

Period for  
completion of  
dock works.

**38.** If the dock works are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

As to  
jurisdiction  
of justices.

**39.** For all purposes of or in connection with the jurisdiction of the justices of the east riding of Yorkshire petty sessional division of Kingston upon Hull Work No. 1 and Work No. 3 by this Act authorised shall be deemed to be within the parish of the Holy Trinity in the city and county of Kingston upon Hull and the parish of Sculcoates in the said city and county respectively.

For protection  
of Kingston  
upon Hull  
Corporation.

**40.** For the protection of the lord mayor aldermen and citizens of the city and county of Kingston upon Hull (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect—

- (1) The Company shall not without the consent of the corporation construct Work No. 3 by this Act authorised further in a westerly direction than a point 150 feet west of the western extremity of the existing Alexandra Dock Pier:
- (2) Before constructing Work No. 3 by this Act authorised the Company shall give to the corporation particulars of the work as proposed to be constructed including the proposed length of that work from the point of commencement shown on the deposited plans:
- (3) In the event of a pier being constructed either by the Company or by the corporation to the west of the point referred to in the preceding subsection the



Company shall grant to the occupiers of the land of the corporation known as the Western Reservation on terms to be agreed between the Company and the corporation or in default of agreement settled by arbitration a right of joint user with the Company of any part of Work No. 3 which shall have been previously constructed by the Company:

- (4) The Company shall at all times carry out such dredging operations of the river Humber as may be necessary to prevent any obstruction to or interference with the means of access to the river Hull or to the Victoria Pier of the corporation or the landing stage in front thereof in consequence of the making of Work No. 1 by this Act authorised:

Provided that all obligations of the Company under this subsection shall cease at the expiration of fifteen years after the completion of Work No. 1 if no such obstruction or interference shall have occurred in consequence of the making of Work No. 1 within such period of fifteen years:

- (5) (a) The alteration and diversion of Corporation Road by this Act authorised shall be carried out in accordance with plans sections and particulars submitted to and reasonably approved by the corporation;

(b) Upon the completion of the diverted road referred to in this subsection that road shall vest in the corporation as a highway:

- (6) The Company shall convey to the corporation without payment so much of their land at the junction of Corporation Road and Hedon Road as the corporation may reasonably require for the provision of a roundabout or other junction reasonably required for the traffic using such roads and in the event of the Company providing any other road forming a junction with Hedon Road they shall convey to the Corporation without payment so much of their land at such junction as the corporation may reasonably require for the provision of a roundabout or other junction reasonably required for the traffic using such roads:

- (7) Any difference arising between the Company and the corporation under this section (other than a difference as to the meaning and construction of this section) shall be referred to and determined by the arbitration of a single arbitrator to be agreed upon between the parties or failing such agreement to be appointed by the President of the Institution of Civil Engineers

on the application of either party after notice to the other and in all other respects the provisions of the Arbitration Acts 1889 to 1934 or any statutory re-enactment or modification thereof for the time being in force shall apply with respect to such arbitration.

Further  
works and  
powers.

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

In the county of Middlesex—

A widening on both sides thereof in the urban district of Potters Bar of the bridge at the south-eastern end of Potters Bar station carrying the Company's London to York main line over Darkes Lane:

In the county of Essex—

The Company may in the borough of Leyton stop up and discontinue the portion of Grove Green Road containing 120 square yards and lying between the junction of Grove Green Road and Fairlop Road and the level crossing gate on the east side of the Company's Loughton Epping and Ongar branch railway and bounded on the north and south by lands of the Company;

The Company may in the borough of Colchester—

- (a) stop up and discontinue so much of the road and footpath which crosses the Company's London to Ipswich main line on the level  $1\frac{1}{4}$  chains east of the eastern end of the engine shed at Colchester North station as lies between the south side of the level-crossing and a point 7 chains north thereof;
- (b) construct a new footpath from Mile End Road to the last-mentioned point;
- (c) construct a new footpath from North Station Road to the south side of the said level-crossing;

and the said new footpaths shall when constructed be maintained by and at the expense of the Company:



In the county borough of Stockport—

The Company may alter the level of Sandfold Lane and construct two bridges thereunder.

42. For the protection of the county council of the administrative county of Middlesex (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the Company and the county council apply and have effect:—

For protection  
of Middlesex  
County  
Council.

- (1) In this section the expression "the existing bridge" means the existing bridge in the urban district of Potters Bar at the south-eastern end of Potters Bar station carrying the Company's London to York main line over the county road known as Darkes Lane leading from Monken Hadley to Little Heath and "the bridge widenings" means the widening of that bridge on both sides thereof by this Act authorised;
- (2) Subject to the provisions of this section hereinafter contained the Company shall construct the bridge widenings with a span of not less than sixty feet between the abutment walls thereof measured at right angles to the direction of the new line of highway;
- (3) Before commencing the construction of the bridge widenings or either of them the Company shall give two months' notice in writing to the county council of their intention to commence such construction;
- (4) (a) Within two months of the receipt of a notice under the last foregoing subsection the county council may give a counter-notice in writing to the Company of their desire that simultaneously with the construction of the bridge widenings or either of them the existing bridge shall be reconstructed with a span throughout of not less than sixty feet between the abutment walls thereof measured at right angles to the direction of the new line of highway and that the foundations of the abutments of the new structure shall be at such a depth as to permit the lowering of the road to such a level as will make the minimum height of such bridge over the upper surface of the road not less than sixteen feet six inches;  
(b) Upon the county council giving a counter-notice under this subsection the Company shall execute the works in accordance therewith and the county council may lower the road to provide a minimum headway of sixteen feet six inches;
- (5) Before commencing the construction of the bridge widenings and the works to be constructed by the

Company under this section the Company shall submit to the county council for their approval the plans sections and particulars relating thereto together with an estimate of the cost which the county council will be liable to pay under subsection (6) of this section and the bridge widenings and the said works shall be constructed only in accordance with plans sections and particulars reasonably approved by the county council before the works are commenced:

Provided that if within twenty-eight days after the submission of such plans sections and particulars the county council do not signify to the Company their disapproval thereof and their requirements in relation thereto they shall be deemed to have approved thereof:

(6) If the works referred to in this section are executed in accordance with a counter-notice given by the county council thereunder then upon the completion of the works—

(a) the county council shall pay to the Company the expense which they have reasonably incurred in the reconstruction of the existing bridge;

(b) the cost of lowering the road so as to provide the said minimum headway of sixteen feet six inches under the existing bridge shall be borne by the county council but the Company shall repay to the county council any additional cost reasonably incurred by the county council in further lowering the road so as to provide the same minimum headway under the bridge widenings or either of them when constructed:

Provided that any lowering of the road so as to provide a gradient less steep than 1 in 30 shall be at the sole cost of the county council;

(c) the county council shall pay to the Company a capital sum to be agreed between them or determined by arbitration to represent the additional expense which the Company may reasonably incur in maintaining so much of the new bridge as represents the existing bridge without the bridge widenings owing to its being constructed with a greater span and headway than the present span and headway such sum to represent the difference between—

(i) what would have been the cost of maintaining the existing bridge if the bridge



widenings had been made and the existing bridge had not been reconstructed; and

(ii) the cost of maintaining so much of the new bridge as represents the existing bridge without the bridge widenings:

- (7) The Company shall upon such terms as may be agreed with the county council or (failing agreement) be determined by arbitration dedicate to the use of the public so much of the land of the Company adjoining the existing road as may be necessary to widen the road within the limits of deviation to the extent of the span provided in accordance with this section and the land so dedicated shall form part of the widened highway:
- (8) Any difference which shall arise between the Company and the county council under this section (other than a difference as to the meaning or construction of this section which does not arise in the course of the arbitration) shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such reference and determination.

43. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the gas company and the Company apply and have effect:—

For protection  
of Gas Light  
and Coke  
Company.

- (1) Notwithstanding the stopping up of a portion of Grove Green Road under the powers of the section of this Act of which the marginal note is "Further works and powers" the Company shall not interfere with any of the mains pipes works or apparatus (in this section referred to as "apparatus") of the gas company in or under the portion of Grove Green Road so stopped up and the gas company shall be entitled to exercise as heretofore such rights of access to such apparatus together with such rights of opening breaking up and interfering with the said portion of road as they were immediately before the stopping up of the said portion of road entitled to exercise:
- (2) If the Company lower or raise the level of the portion of the road referred to in subsection (1) of this section so as to alter the cover over any apparatus of the gas company the gas company may lower or raise such apparatus to such extent as may be

reasonably necessary and the Company shall repay to the gas company the expense reasonably incurred by the gas company in so doing:

- (3) The Company shall repay to the gas company any additional expense which may be reasonably incurred by the gas company in obtaining access to any such apparatus as is referred to in subsection (1) of this section by reason of the alteration of the cover over such apparatus:
- (4) If any difference shall arise under this section (other than a difference as to the meaning or construction of this section) between the Company and the gas company such difference shall be referred to and determined by an engineer to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

Power to deviate in construction of works.

44.—(1) In constructing the works authorised by the sections of this Act of which the respective marginal notes are "Power to Company to make railways" and "Further works and powers" the Company may deviate from the lines shown on the deposited plans to the extent of the limits of deviation marked thereon and may deviate from the levels of the works shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845.

(2) In constructing the dock works the Company may deviate from the lines shown on the deposited plans to the extent of the limits of deviation shown on those plans and may deviate from the levels of the works shown on the deposited sections to any extent not exceeding ten feet either upwards or downwards:

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Minister of Transport.

45. For the protection of the Humber Conservancy Board (in this section referred to as "the conservancy board") the following provisions shall unless otherwise agreed in writing between the Company and the conservancy board apply and have effect:—

- (1) Before commencing the construction of any part of the dock works which will be situate on the foreshore

For protection of Humber Conservancy Board.



or bed of the river Humber plans and sections shewing the general mode of construction thereof shall be delivered by the Company to the clerk to the conservancy board for the approval of the conservancy board and such works shall not be constructed otherwise than in accordance with such plans and sections as may be approved by the conservancy board or as may be settled by arbitration under this section. All such works shall be executed to the reasonable satisfaction of the engineer of the conservancy board:

- (2) All temporary structures in the river Humber which may be necessary to enable such works to be constructed shall be constructed to the reasonable satisfaction in all respects of the engineer of the conservancy board in accordance with plans and sections to be previously submitted to and approved by the conservancy board or settled by arbitration under this section and so as not to interfere more than may be necessary with the navigation of or the traffic on the river Humber and after the purpose for which such temporary structures were constructed has been accomplished the Company shall with all reasonable dispatch or after fourteen days' notice in writing thereafter from the conservancy board requiring them so to do remove any such temporary structures or any materials for the same which may have been placed in the river Humber by the Company and on their failing so to do the conservancy board may remove the same charging the Company with the reasonable expense of so doing and the Company shall forthwith repay to the conservancy board all such expense:
- (3) The Company shall before commencing any dredging under the powers of this Act (other than maintenance dredging) deliver to the clerk to the conservancy board for the approval of the conservancy board plans and sections defining the nature extent and manner of such dredging and such dredging shall not be carried out otherwise than in accordance with such plans and sections and in such manner as may be approved by the conservancy board or as may be settled by arbitration under this section:
- (4) In the event of the conservancy board omitting to express their disapproval of any plans or sections within two months after the same shall have been

delivered to the clerk to the conservancy board in pursuance of this section the conservancy board shall be deemed to have approved the same:

- (5) If during the construction of any of the dock works on the foreshore or bed of the river Humber or of any temporary structures in connection therewith respectively or within five years after the completion of such works or after the removal of such temporary structures and in consequence of the construction or execution of such works or temporary structures any accumulation of silt or other material shall be created in the river Humber in the vicinity of such works which shall cause an impediment to the free navigation of the river Humber the Company if so requested by the conservancy board within the period of five years after such completion shall remove such accumulation of silt or other material and if they refuse or fail to do so the conservancy board may themselves cause the work to be done and may recover from the Company the reasonable cost thereof:
- (6) From and after the commencement of the construction of the dock works on the foreshore or bed of the river Humber the Company shall (if the conservancy board so direct) provide and maintain on the works an effective fog-signalling apparatus and shall duly and properly work such apparatus in foggy weather for the purpose of warning passing vessels of the existence of the works:
- (7) During the continuance of any dredging operations which the Company may execute in the course of the construction of the dock works the Company shall provide and maintain to the reasonable satisfaction of the conservancy board such lighted mooring or other buoys at or near the vicinity of the dredging area and take all such other steps as may be necessary to prevent danger to navigation:
- (8) The provisions of the sections of this Act of which the respective marginal notes are "Survey of works by Minister of Transport" "Abatement of work abandoned or decayed" "Lights on works during construction" and of subsection (2) of the section of this Act of which the marginal note is "Power to deviate in construction of works" shall with the necessary modifications apply to the conservancy board as if the conservancy board were named therein in addition to the Minister of



Transport and any expenses incurred by the conservancy board in pursuance of any of the said sections shall be a debt due to them from the Company and be recoverable summarily as a civil debt where the amount recoverable does not exceed twenty pounds or in any civil court:

Provided that in the event of any inconsistency between any requirement of the said Minister and of the conservancy board or in the event of the conservancy board refusing to give any consent or approval under any of the said sections the Company shall be deemed to have complied with the provisions of those sections if they shall have complied with the requirement or obtained the consent or approval of the said Minister as the case may be:

- (9) The Company shall allow at all reasonable times access both by water and by land to the conservancy board their officers and servants on to and over any part of the dock works situated on the bed or foreshore of the river Humber without payment or hindrance whilst in the execution of their duties:
- (10) In the event of any question or difference arising between the conservancy board and the Company with respect to any matter under this section (other than a difference as to the meaning or construction of this section) or in the event of any plans or sections delivered to the clerk to the conservancy board under the foregoing provisions of this section or the manner of carrying out any dredging not being approved by the conservancy board such question difference plans sections or manner shall be referred to and settled by an arbitrator to be agreed upon by the Company and the conservancy board or failing agreement appointed by the President of the Institution of Civil Engineers on the application of either party after notice thereof in writing to the other and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration:
- (11) If there shall be any inconsistency between any plans or sections approved by the conservancy board or settled by arbitration under this section and the plans and sections approved by the Minister of Transport under the section of this Act of which the marginal note is "Works below high-water mark to be subject to approval of Minister of Transport" the works shall be executed in accordance:

with the plans and sections so approved by the said Minister.

As to works  
within  
metropolitan  
police district.

46. Fourteen days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the commissioner of police of the metropolis and make such arrangements with the said commissioner of police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable.

Power to  
Company to  
acquire lands.

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

In the county of Hertford—

Lands in the parish of Welwyn in the rural district of Welwyn on the west side of and adjoining the Company's London to York main line—

- (a) abutting on Station Road and extending therefrom in a southerly direction for a distance of 11 chains and having a width of 20 yards at the northern end and 10 yards at the southern end;
- (b) of an average width of 22 yards and extending from a point  $9\frac{1}{2}$  chains north of Station Road aforesaid for a distance of  $27\frac{1}{2}$  chains;
- (c) containing 230 square yards and extending between points respectively 1 chain south and 1 chain north of the north portal of Welwyn South tunnel;
- (d) of an average width of 22 yards and extending from the mile-post on the said main line denoting  $22\frac{1}{2}$  miles from London to a point 6 chains north of the mile-post on the said main line denoting 23 miles from London;



- (e) of an average width of 15 yards and extending from a point 9 chains south-west of the mile-post on the said main line denoting  $23\frac{1}{4}$  miles from London to a point 2 chains south of Robbery Bottom Lane;
- (f) of an average width of 7 yards and extending between points respectively 2 chains and  $10\frac{1}{2}$  chains north of the mile post on the said main line denoting  $23\frac{1}{2}$  miles from London:

In the county of Essex—

Lands in the parish of Stamford Rivers in the rural district of Ongar on the north side of and adjoining the Company's Loughton Epping and Ongar branch railway containing 590 square yards and extending in an easterly direction from the east side of the level-crossing at North Weald station for a distance of  $5\frac{1}{2}$  chains;

Lands in the urban district of Hornchurch on the north side of and adjoining the Company's London to Colchester main line of an average width of 10 yards and extending between points respectively 8 chains east and 9 chains west of the mile-post on the said main line denoting  $15\frac{1}{4}$  miles from London;

Lands in the borough of Colchester on the north side of the Company's London to Ipswich main line of an average width of 45 yards and extending in an easterly direction for a distance of 8 chains from the west side of the footpath which crosses the said main line on the level  $1\frac{1}{4}$  chains east of the eastern end of the engine shed at Colchester North station:

In the county borough of Stockport—

Lands on the west side of and adjoining the Company's Manchester Central station railway—

- (a) extending from the south side of Sandfold Lane in a southerly direction for a distance of 15 chains and having a width of 53 yards on the northern boundary of the said lands and of 8 yards on the southern boundary thereof;
- (b) extending from the north side of Sandfold Lane in a northerly direction for a distance of 19 chains and being part of the fields or enclosures numbered 294 300 and 301 on the 1/2500 ordnance map Lancashire sheets CIV.16 and CXI.4 (edition of 1933);

and in connection therewith the Company may stop up and discontinue—

- (i) the footpath leading from Sandfold Lane to Wayland Road; and

- (ii) so much of the footpath leading from Station Road to Wayland Road as is situated upon the lands to be acquired and the footbridge carrying the said footpath over the said railway; and may substitute therefor a new footpath along the western boundary of the lands to be acquired:

In the north riding of the county of York—

Lands in the urban district of Eston on the north-west side of and adjoining the Company's Darlington and Saltburn railway of an average width of 8 yards and extending between points respectively 17 chains and 60 chains north-east of Grangetown station and in connection therewith the Company may divert the existing footpath on the said lands along the north-western boundary of the said lands.

For protection  
of Northmet  
Power  
Company.

48. For the protection of the Northmet Power Company (hereinafter in this section referred to as "the power company") the following provisions shall unless otherwise agreed in writing between the Company and the power company apply and have effect:—

- (1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not acquire otherwise than by agreement any electric line or work of the power company:
- (2) If the Company in the exercise of the powers of this Act acquire the land in the parish of Welwyn numbered on the deposited plans 19 in that parish they shall so acquire the land subject to any easement or right of the power company of constructing or maintaining any electric lines and other works in on across and over that land:
- (3) Nothing in this Act shall authorise any alteration in the position of or other interference with any electric line or other work of the power company except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and the provisions of those sections shall apply to such alteration or interference accordingly:
- (4) In this section the terms "electric line" and "work" have the same respective meanings as in the Electric Lighting Act 1882.



49. All private rights of way over any lands which the Company are by this Act authorised to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished: Extinction of private rights of way.

Provided that the Company shall make compensation to all persons interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

50. Notwithstanding anything in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase— Power to acquire easements compulsorily in certain cases.

(a) any railway tramway tramroad river canal navigation watercourse aqueduct drain dyke or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works by this Act authorised; or

(b) any of the properties described in the Second Schedule to this Act;

but they may acquire such easements and rights in over or under any such railway tramway tramroad river canal navigation watercourse aqueduct drain dyke or sewer or in over or under any of the properties described in the said Second Schedule or any part thereof as they may require for making maintaining working and using any such work and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

51. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:— Owners may be required to sell parts only of certain properties.

(i) 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 Company or each or any of them are in this section included

in the term " the owner " and the said properties are in this section referred to as " the scheduled properties " :

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges



and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:

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

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.

**52.** The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and fifty.

Period for compulsory purchase of lands.

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

Power to certain owners to grant easements.

Power to enter upon property for survey and valuation.

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

Cost of arbitration in certain cases.

55.—(1) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Provided that it shall be lawful for the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the High Court after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to the High Court may seem just and proper under all the circumstances of the case:

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

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases



in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters (namely):—

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

56. For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and forty-six if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Compensation in case of recently acquired interest.

57. At any time after notice to treat has been served for any land which the Company are by this Act authorised to purchase compulsorily the Company may after giving to the owner and occupier of the land not less than fourteen days' notice enter on and take possession of the land or such part thereof as is specified in the notice without previous consent or compliance with sections 84 to 90 of the Lands Clauses Consolidation Act 1845 but subject to the payment of the like compensation for the land of which possession is taken and interest on the compensation awarded as would have been payable if those provisions had been complied with.

Further powers of entry.

58.—(1) If there is any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof.

Correction of errors in deposited plans and book of reference.

(2) If on any such application it appears to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and shall in

their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described.

(3) If the lands are situate in a county borough such certificate or a copy thereof shall be deposited with the town clerk and if the lands are situate in an administrative county such certificate or a copy thereof shall be deposited with the clerk of the county council and a duplicate thereof shall be deposited with the clerk of the county district in which the lands are situate and if the lands are situate in a rural parish having a parish council also with the clerk of that council and thereupon the deposited plans and book of reference shall be deemed to be corrected according to the certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with the certificate.

(4) Any certificate or copy and duplicate deposited under this section shall be kept by such clerks respectively with the other documents to which the same relate.

Confirmation  
of purchase  
of lands.

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

Extension  
of time for  
completion  
of railways.

14 & 15 Geo. 5.  
c. liii.

60. The period now limited by the London and North Eastern Railway (Extension of Time) Order 1944 for the completion of Railways Nos. 1 and 2 at Finsbury Park described in and authorised by the London and North Eastern Railway Act 1924 is hereby extended until the first day of October one thousand nine hundred and fifty and the said Act of 1924 shall be read and construed as if the period limited by this section for the completion of the said railways had been the period limited by the said Act of 1924 for the completion thereof.

Extension of  
time for  
compulsory  
purchase of  
lands.

61. The period now limited by the London and North Eastern Railway (Extension of Time) Order 1944 for the compulsory purchase of the lands in this section referred to is hereby extended until the first day of October one thousand nine hundred and fifty but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

The said lands are the lands in the parishes of Wolfhamcote and Willoughby in the rural district of Rugby and in the parish of Shawell in the rural district of



Lutterworth by the London and North Eastern Railway Act 1938 authorised to be acquired and described in section 17 (Power to Company to acquire lands) of that Act. 1 & 2 Geo. 6.  
c. liii.

62.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act— As to private  
street  
expenses in  
certain cases.  
38 & 39 Vict.  
c. 55.

(a) upon which any street as defined by the Public Health Act 1936 and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut; and

(b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

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

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

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

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

63.—(1) Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands abutting on both sides thereof. Stopping up  
roads and  
footpaths  
without  
providing  
substitute.

(2) From and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up:

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

Stopping up  
roads and  
footpaths  
in case of  
diversion.

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

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

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

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



65. Subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the structure carrying any such road or footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish or district or borough as the road or footpath or portion of road or footpath in question.

Provision as to repair of roads and footpaths.

66.—(1) In addition to any other rates dues and charges which the Company may from time to time be authorised to demand and take in connection with their dock undertaking at Kingston upon Hull the Company may from and after the passing of this Act demand and take in respect of all goods shipped or unshipped from or into any vessel (not being a lighter or other river craft) from on to or over any dock quay or pier forming part of the said dock undertaking or into or from any such vessel from or into any lighter or other river craft when such vessel is within any such dock or is moored to lying alongside or using any such quay or pier as aforesaid port dues not exceeding those specified in Part I of the Fourth Schedule to this Act subject to the regulations set forth in Part II of the said schedule.

Port dues at Hull.

(2) The said port dues shall be payable by the owner (as defined by section 3 of the Harbours Docks and Piers Clauses Act 1847) of any such goods as aforesaid and the provisions of the said Act with respect to the collection and recovery of rates on goods shall apply with respect to the collection and recovery of the said port dues.

(3) For the purposes of the Railway-Owned Harbours Docks and Piers (Increase of Charges) Order 1946 and of any like enactment which may hereafter be in force authorising a general increase in the rates dues and charges which the Company may charge in respect of the said dock undertaking the port dues which the Company are by this section authorised to demand and take shall from and after the passing of this Act be deemed to have been in force on the thirty-first day of August one thousand nine hundred and thirty-nine.

(4) For the purpose of this and the next succeeding section of this Act the expression "pier" means any wharf jetty staith landing place or other work forming part of the Company's said dock undertaking including the oil jetties at Salt End.

(5) The said port dues shall not be payable in respect of any goods shipped or unshipped as aforesaid at the Company's St. Andrew's Dock or St. Andrew's Dock Extension.

Increase of  
dock tonnage  
rates and  
cranage  
charges at  
Hull.  
20 & 21 Geo. 5.  
c. clxi.

67.—(1) The maximum dock tonnage rates which by virtue of section 1 of the London and North Eastern Railway Harbours Docks and Piers (Temporary Increase of Charges) Order 1929 as continued in force by section 7 (Dock rates and charges) of the London and North Eastern Railway (General Powers) Act 1930 the Company were authorised to charge in respect of vessels entering leaving using or lying in or alongside any dock quay or pier forming part of their dock undertaking at Kingston upon Hull shall from and after the passing of this Act be increased by the addition thereto of ten per centum.

(2) For the purposes of the Railway-Owned Harbours Docks and Piers (Increase of Charges) Order 1946 and of any like enactment which may hereafter be in force authorising a general increase in the rates dues and charges which the Company may charge in respect of the said dock undertaking—

(a) the said maximum dock tonnage rates as increased under the provisions of this section shall from and after the passing of this Act be deemed to have been in force on the thirty-first day of August one thousand nine hundred and thirty-nine; and

(b) the charges which were in force on the thirty-first day of August one thousand nine hundred and thirty-nine for the use of cranes on a time basis at any of the said docks quays or piers shall from and after the passing of this Act be deemed to have been increased immediately before the said thirty-first day of August one thousand nine hundred and thirty-nine by the addition thereto of fifty per centum.

(3) If any rate or charge increased or deemed to have been increased in pursuance of this section includes a fraction of a farthing the fraction if less than half a farthing shall not be charged or if the fraction amounts to half a farthing but is less than a farthing it shall be charged as a farthing.

(4) The provisions of this section shall not apply with respect to the maximum dock tonnage rates or cranage charges which the Company are authorised to charge at their St. Andrew's Dock or St. Andrew's Dock Extension.

Dissolution of  
Hull South  
Bridge  
Company.

68. On the passing of this Act the Hull South Bridge Company shall by virtue of this Act be dissolved and their property and assets transferred to and vested in the Company.



69. So much of section 30 of the Northern and Eastern Railway (Deviation and Amendment) Act 1844 as requires the Company to stop any train before it passes over the level crossing at Amwell End Road near Ware in the county of Hertford is hereby repealed.

As to Ware station level-crossing.  
7 & 8 Vict.  
c. xxxv.

70.—(1) Paragraph (a) of subsection (2) of section 21 (As to certain footpaths) of the London and North Eastern Railway Act 1937 shall have effect as if at the end thereof there were added the words “ except in the case of any of the said footpaths at the site of which the Company shall have previously constructed a footbridge in accordance with the provisions of paragraph (b) of this subsection:”

Amendment of section 21 of Act of 1937.  
1 Edw. 8 &  
1 Geo. 6.  
c. liii.

Provided that the Company will not without the consent of the county council of the administrative county of Essex exercise their powers of stopping up and discontinuing the footpath at the level-crossing near Pensons Lane referred to in sub-paragraph (b) of paragraph (6) of the section of this Act of which the marginal note is ‘ Further works and powers ’ and of substituting a footbridge until such time as the Company shall have decided that the number of trains worked by electric traction over their railway between Epping and Ongar stations in any one hour shall exceed ten.”

(2) Paragraph (b) of the said subsection (2) shall have effect as if at the end thereof there were added the words “ and the provision of such footbridges shall be deemed to be in substitution for the diversions of the said two footpaths respectively authorised by the section of this Act of which the marginal note is ‘ Further works and powers ’.”

71. So much of section 21 (Power to cross certain roads on the level) of the Wisbech Corporation Act 1889 as requires the Company to maintain a bridge for foot passengers over the railway in the parish of Wisbech Saint Peter is hereby repealed.

As to foot-bridge at Wisbech.  
52 & 53 Vict.  
c. cxxxvii.

72.—(1) Notwithstanding anything in section 47 of the Railways Clauses Consolidation Act 1845 or in any other enactment to the like effect the Company shall not be required to maintain gates at the level-crossing at Warthill station on the Company’s York and Hull railway in the parish of Stockton-on-the-Forest in the rural district of Flaxton in the north riding of the county of York but may substitute therefor and shall at all times maintain during the period of such substitution such good and sufficient lifting barriers and other works and appliances in connection therewith as shall in the opinion of the Minister of Transport be necessary for the protection and safety of the public.

As to Warthill station level-crossing.

(2) The Minister of Transport may make regulations with regard to the said level-crossing under section 6 of the Railways Clauses Act 1863 for the purposes of this section in addition to the purposes expressly mentioned in that section.

As to foot-  
path at  
Heighington.

73. The stopping up and diversion of the public footpath crossing the Company's Darlington to Bishop Auckland railway on the level 6 chains south of Heighington Lane in the parish of Great Aycliffe in the rural district of Darlington in the county of Durham which was authorised by the Essential Premises Highways (Diversion) (No. 1) Order 1941 made by the Minister of Supply under regulation 16 of the Defence (General) Regulations 1939 on the third day of March one thousand nine hundred and forty-one is hereby confirmed and made permanent.

Application  
of principal  
moneys of  
Great North-  
ern Railway  
superannua-  
tion fund.

74. Notwithstanding anything in any enactment or instrument relating to the Great Northern Railway superannuation fund (in this section referred to as "the fund") or in the rules and regulations of the fund the principal moneys and investments of the fund may and shall be held and applied for the sole purpose of the payment or provision of superannuation or other allowances payable or becoming payable under the rules and regulations of the fund:

Provided that—

- (i) no part of such principal moneys and investments shall be so applied unless the actuaries for the time being of the fund shall certify that after the application of any such part thereof so applied the remainder of the said principal moneys and investments will be sufficient to provide for the payment or provision of such superannuation or other allowances as aforesaid;
- (ii) nothing in this section shall operate to diminish any allowance or benefit to which the members of the fund are entitled under the rules and regulations thereof;
- (iii) nothing in this section shall relieve the Company from their guarantee of payment out of their revenue and as part of the working expenses of their undertaking of the amount by which the income of the fund shall be insufficient in any half-year to provide for the payment of all superannuation and other allowances payable under the rules and regulations of the fund (except in so far as such insufficiency may be made good out of the said principal moneys and investments under the provisions of this section).



75.—(1) Any person in the employment or employed upon the property of the Company solely or of the Company in conjunction with any other company or companies or of any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented who is found upon or in the immediate vicinity of any railway harbour dock canal station or other premises now or hereafter belonging or leased to or worked by the Company or such companies or joint committee and used for the conveyance handling or storage of goods or upon any vessel in any such harbour dock or canal and who may be reasonably suspected of having in his possession or conveying in any manner anything stolen or unlawfully obtained on or from any such premises or any such vessel may be stopped searched and taken into custody without a warrant by any constable to be dealt with according to law and every such constable may also stop search and detain any vessel cart or carriage in any such premises as aforesaid in or upon which there shall be reason to suspect that anything stolen or unlawfully obtained may be found.

Powers of  
police as  
to search  
and arrest.

(2) Every such person who shall be brought before any court of summary jurisdiction charged with having in his possession or conveying in any manner anything which may be reasonably suspected of being stolen or unlawfully obtained and who shall not give an account to the satisfaction of such court how he came by the same shall be guilty of an offence against this section and liable on summary conviction to a penalty not exceeding five pounds or in the discretion of the court to imprisonment for a term not exceeding two months.

(3) Unless Parliament otherwise determines this section shall expire on the first day of August one thousand nine hundred and fifty-two:

Provided that on the expiration of this section subsection (2) of section 38 of the Interpretation Act 1889 shall apply as if this section had then been repealed.

52 & 53  
Vict. c. 63.

76.—(1) The Company may provide and maintain hotels and other like accommodation in any district in which a station on any railway owned or worked by them either solely or jointly with any other company is situate and may acquire by agreement and hold land for such purpose and appropriate therefor land already acquired and may furnish stock equip manage and conduct such hotels and accommodation and the business thereof and may subscribe to the funds of or advance money to any company body or person providing owning or leasing hotels in such districts.

Power to  
provide and  
maintain  
hotels.

(2) The Company shall not exercise the powers of this section—

- (a) without the previous consent of the Minister of Transport with respect to any hotel or accommodation which is situate at a greater distance than five miles from any station on such railway; or
- (b) within an area which is comprised within a circle having a radius of five miles from the statue of King Charles at Charing Cross except at or adjoining any station on such railway.

(3) Any provision in any public or local Act which exempts a railway or any property of a railway company from any of the provisions of such Act shall not apply to the construction of any hotel or other accommodation provided under the powers of this section.

Disposal of  
lands over  
tunnels.

77. Where the Company have purchased or acquired or may purchase or acquire any lands or any interest in any lands under or through which any railway or canal of the Company is or may be carried in tunnel it shall be lawful for the Company to convey or surrender those lands or any portion of those lands (whether such portion be divided horizontally or vertically from the remainder) or any interest in those lands or portion thereof for such consideration and upon and subject to such covenants terms and conditions as they may think fit or to let on lease or otherwise dispose of those lands or portion thereof or interest therein for such term of years and at such rents or for such other consideration and subject to such covenants terms and conditions as the Company shall deem expedient.

Application  
of section 71  
of Act of  
1924 and  
section 9  
of Act of  
1935.  
25 & 26  
Geo. 5.  
c. xlvii.

78.—(1) The provisions of section 71 (Powers as to building on or over lands) of the London and North Eastern Railway Act 1924 as amended by section 8 (Amendment of section 71 of Act of 1924) of the London and North Eastern Railway Act 1935 shall extend and apply to any lands or premises acquired or held by the Company in pursuance of the powers of this Act.

(2) The provisions of section 9 (Power to hold or sell or otherwise dispose of lands) of the London and North Eastern Railway Act 1935 shall extend and apply to any lands acquired or held by the Company in pursuance of the powers of this Act.

Provision as  
to general  
railway Acts.

79. Except as otherwise expressly provided nothing herein contained shall be deemed or construed to exempt the railways from the provisions of any general Act relating to railways now in force or which may hereafter pass during this or any future session of Parliament.



80.—(1) The provisions of the Town and Country Planning Acts and of any order scheme or regulation made under those Acts or under any enactment repealed by those Acts so far as those provisions are from time to time in force in respect of the land on which any development within the meaning of those Acts is carried out under this Act shall apply to that development. Saving for town and country planning.

(2) In this section the expression "Town and Country Planning Acts" means—

- (a) the Town and Country Planning Acts 1932 and 1943  
the Town and Country Planning (Scotland) Acts 1932  
and 1943 the Town and Country Planning Act 1944  
the Town and Country Planning (Scotland) Act 1945  
and the New Towns Act 1946; and 22 & 23 Geo.  
5. c. 48.  
6 & 7 Geo.  
6. c. 29.  
22 & 23 Geo.  
5. c. 49.
- (b) any public general Act passed or to be passed in the present session repealing amending or extending the provisions of those Acts. 6 & 7 Geo.  
6. c. 43.  
7 & 8 Geo.  
6. c. 47.  
9 & 10 Geo.  
6. c. 68.

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

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

## THE SCHEDULES referred to in the foregoing Act.

## THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE  
TAKEN COMPULSORILY.

AREA.	NO. ON DEPOSITED PLANS.
WIDENING ALNE TO PILMOOR.	
Parish of Raskelf	10 11 12 13
WIDENING WOODHEAD STATION TO DUNFORD BRIDGE.	
Parish of Dunford	53 55
ADDITIONAL LANDS AT WELWYN.	
Parish of Welwyn	1 3 24 25 26
ADDITIONAL LANDS AT HAROLD WOOD.	
Urban district of Hornchurch	1

## THE SECOND SCHEDULE.

DESCRIBING PROPERTIES IN RESPECT OF WHICH EASEMENTS MAY  
BE TAKEN.

AREA.	NO. ON DEPOSITED PLAN.
WIDENING WOODHEAD STATION TO DUNFORD BRIDGE.	
Parish of Tintwistle	13 14 15 16 19 20 21 22
Parish of Dunford	1 2 3 4 7 8



## THE THIRD SCHEDULE.

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

#### In the county of London—

Lands in the metropolitan borough of St. Marylebone including the building erected thereon known as the Hotel Great Central lying between the Company's Marylebone station and Marylebone Road:

#### In the county of Essex—

Lands in the urban district of Chigwell on the east side of and adjoining the Company's Loughton Epping and Ongar branch railway at Loughton station;

Lands in the borough of Colchester on the north side of and adjoining the Company's London to Ipswich main line east of Colchester North station:

#### In the county of Hertford—

Lands in the urban district of Welwyn Garden City on the north side of and adjoining the Company's Hatfield and Hertford branch railway east of the junction of the said branch railway with the Company's London to York main line:

#### In the county of Bedford—

Lands in the borough of Luton on the north side of and adjoining the Company's Luton and Dunstable branch railway and abutting on the west side of Chaul End Lane:

#### In the county of the Isle of Ely—

Lands in the urban district of Ely on the north-west side of and adjoining Ely station and bounded on the north-east by Station Road and on the north-west by Cawdle Fen Drove;

Lands in the urban district of Ely on the west side of and adjoining the Company's Cambridge and Norwich railway near to and south of the junction of the said railway with the Company's Ely and Newmarket branch railway:

#### In the county of Huntingdon—

Lands in the parish of Sawtry All Saints and St. Andrew in the rural district of Huntingdon on the east side of and adjoining the Company's London to York main line and lying between the said main line and Monk's Lode:

#### In the county of West Suffolk—

Lands in the parish of Lakenheath in the rural district of Mildenhall on the north side of and adjoining the Company's Ely and Norwich railway between Lakenheath and Brandon stations abutting on the east side of Nine Foot Drain:

3RD SCH.  
—cont.

In the county of East Suffolk—

Lands in the borough of Lowestoft on both sides of and adjoining the Company's Reedham and Lowestoft railway lying between Laundry Lane and Lake Lothing:

In the county of Nottingham—

Lands in the urban district of Worksop on the south-west side of and adjoining Sandhole sidings on the Company's London to Sheffield main line:

In the county of Derby—

Lands in the parish of Beighton in the rural district of Chesterfield on the east side of the Company's Sheffield to Nottingham railway and lying between that railway and the river Rother:

In the county of Denbigh—

Lands in the parishes of Gwersyllt and Stansty in the rural district of Wrexham on the east side of and adjoining the Company's Wrexham Mold and Connah's Quay railway and extending southwards from the bridge carrying the Wheat-sheaf branch of the Great Western Railway over the said railway:

In the west riding of the county of York—

Lands in the urban district of Penistone on the south side of and adjoining the Company's London to Sheffield main line between Hornthwaite Bridge and Stottercliff Road and south of Stottercliff Wood;

Lands in the urban district of Stocksbridge on the east side of and adjoining the Company's London to Manchester main line near the junction with the said main line of the Ewden Valley Works tramroad:

In the county borough of Rotherham—

Lands on the north side of and adjoining the Company's London to Sheffield main line west of the viaduct carrying the London Midland and Scottish Railway over the said main line:

In the city and county borough of Sheffield—

Lands on both sides of and adjoining the Company's Sheffield to Grimsby railway and bounded on the east and north-east by the river Rother:

In the city and county borough of York—

Lands on the east side of the Company's Foss Islands branch railway and lying between that branch railway and Dods-worth Avenue;

Lands on the west side of the Company's concrete depot in Leeman Road:



In the city and county borough of Kingston upon Hull—

Lands (a) known as Nos. 8 to 13 St. Andrew's Square, Collier's Street (b) on the east side of the River Hull and formerly known as the Humber warehousing and transport yard (c) on the north side of the river Humber and formerly known as Earle's shipbuilding and engineering yard (d) known as No. 113 George Street and (e) on the north side of and adjoining the Company's Neptune Street branch railway and lying between that branch railway and West Dock Street:

In the city and county borough of Newcastle-upon-Tyne—

Lands on the north side of and adjoining the Company's Newcastle and Berwick railway at the junction of Westgate Road and St. Nicholas Street:

In the county of Northumberland—

Lands in the urban district of Whitley Bay on the south side of and adjoining the Company's Whitley Bay station;

Lands in the urban district of Seaton Valley on the south side of and adjoining the Company's Newcastle and Tynemouth railway near Cowan's Lane;

Lands in the borough of Morpeth on the north side of and adjoining the Company's Newcastle and Berwick railway at Morpeth level-crossing:

In the county of Durham—

Lands in the urban district of Blaydon on the south side of and adjoining the Company's Newcastle and Carlisle branch railway and lying between that branch railway and Gas Lane;

Lands in the urban district of Crook and Willington on the east side of and adjoining Hunwick station on the Company's Durham and Bishop Auckland branch railway.

## THE FOURTH SCHEDULE.

### PART I.

#### PORT DUES.

Inward	Per ton
	s. d.
Grain . . . . .	0 5
Oil seeds and nuts . . . . .	0 5
Mineral oils in bulk . . . . .	0 3
Molasses in bulk . . . . .	0 3
Timber (other than pit props and mining timber) . . . . .	0 5
Pit props and mining timber . . . . .	0 1
All other goods . . . . .	0 6
Outward	
All goods other than coal . . . . .	0 3

4th Sch.  
—cont.

## PART II.

## REGULATIONS.

1. The rate per ton shall be payable for any fraction of a ton if the fraction exceeds one-half and one-half that rate shall be payable if the fraction does not exceed one-half.
2. In weighing goods for ascertaining the rates payable in respect thereof, the weight of the packing and packages (if any) shall be included.
3. All goods not particularly enumerated in Part I of this schedule shall be liable to the like rate or rates on the goods therein specified which in the judgment of the Company may be nearest in description and value to such unenumerated goods.
4. No goods shall be charged with both the outward and the inward port dues specified in Part I of this schedule but the goods in respect of which the dues are payable shall be charged once only with the inward or outward due respectively according as such goods are brought into or taken out of the port of Hull by a vessel not being a lighter or other river craft.
5. If any of the dues specified in Part I of this schedule as increased in accordance with the Railway-Owned Harbours Docks and Piers (Increase of Charges) Order 1946 or any like enactment authorising a general increase of such dues shall include a fraction of a farthing the fraction if less than half a farthing shall not be charged or if the fraction amounts to half a farthing but is less than a farthing it shall be charged as a farthing.

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