



CHAPTER lxxviii.

An Act to confer powers on the Great Northern Railway Company with reference to the construction of works and the purchase of lands to extend the time limited for the compulsory purchase of certain lands by the Company to empower the Company and the Great Central Railway Company to purchase lands and to extend the time for the compulsory purchase of certain lands by those companies and for other purposes. [22nd July 1904.]

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WHEREAS it is expedient that the Great Northern Railway Company (herein-after referred to as "the Company") should be authorised—

To make and maintain the widening of the High Barnet Branch Railway of the Company and the works herein-after described ;

To deal as herein-after provided with certain ways footpaths and footbridges in connexion with their undertaking ;

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

And whereas it is expedient that the Company and the Great Central Railway Company should be empowered to purchase and acquire additional lands for the purposes of their joint undertaking :

And whereas the time limited by the Great Northern Railway Act 1898 (in this Act referred to as "the Act of 1898") and the Great Northern Railway Act 1899 (in this Act referred

61 & 62 Vict.
c. clxv.
62 & 63 Vict.
c. ccii.

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1 Edw. 7,
c. xxiii.

to as "the Act of 1899") respectively for the compulsory purchase of lands for the purposes of certain works authorised by those Acts and herein-after specified was extended by the Great Northern Railway Act 1901 (herein-after referred to as "the Act of 1901") and it is expedient that the time limited for the compulsory purchase of the said lands should be further extended :

And whereas the time limited by the Act of 1898 for the compulsory purchase of certain additional lands which the Company were authorised by that Act to acquire and which are herein-after referred to was extended by the Act of 1901 and it is expedient that the time so limited for the compulsory purchase of the said lands should be further extended :

And whereas it is also expedient that the time limited by the Act of 1901 for the compulsory purchase of the lands which the Company were authorised to acquire under the powers of that Act and which are herein-after referred to should be extended :

And whereas the Company and the Great Central Railway Company were empowered by the Act of 1901 to purchase compulsorily certain lands in the township of Adwick-le-Street in the rural district of Doncaster and West Riding of Yorkshire and it is expedient that the time limited by the Act of 1901 for the exercise of such powers should be extended :

And whereas it is expedient that the other provisions herein-after contained should be made :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division herein-after mentioned were duly deposited with the clerks of the peace for the West Riding of Yorkshire and for the counties of Bedford Derby Hertford London Middlesex Northampton and Nottingham and the said documents are herein-after respectively referred to as the deposited plans sections and books of reference :

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

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

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1. This Act may be cited as the Great Northern Railway Act 1904. Short title.

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

Incorporation of general Acts.

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

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

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

Interpretation.

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

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

Power to widen part of High Barnet Branch Railway.

The works herein-before referred to and authorised by this Act are—

WIDENING OF RAILWAY FROM FINSBURY PARK TO FINCHLEY.

A widening of the High Barnet Branch Railway of the Company commencing in the parish and borough of

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Hornsey in the county of Middlesex by a junction with the railway of the Company near the bridge carrying the said railway over Stroud Green Road and terminating in the parish and urban district of Finchley in the said county of Middlesex by a junction with the said High Barnet Branch Railway near the bridge carrying Ballard's Lane over the said branch railway.

When the Company have completed the alteration of the road numbered on the deposited plans relating to the said widening 33 in the parish of Hornsey and 3 in the parish of Islington the site and soil of so much of the existing road as will lie between the diverted road and the property of the Company shall be from the time of the completion of such diversion absolutely vested in the Company free from all rights of way but subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway.

Protection of
gas and
water mains
of local
authorities.

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

Tolls &c.

6. The widening of railway from Finsbury Park to Finchley and the works connected therewith authorised by this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever form part of the undertaking of the Company.

Further
works by
Company.

7. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after referred to and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may

be required for those purposes or as are described in this section:— A.D. 1904.

WORKS AT STEVENAGE.

The Company may in the parish and urban district of Stevenage in the county of Hertford construct—

A new road (No. 1) commencing in and out of the Great North Road at or near the milestone denoting thirty-one miles from London and terminating in the new road at Stevenage authorised by section 11 of the Great Northern Railway Act 1903 at a point therein eight chains or thereabouts south of Brick Lane;

A new road (No. 2) commencing in and out of High Street at or near the northern corner of the White Lion public house and terminating in the field numbered 290 on the Ordnance map of Hertfordshire to the scale of $\frac{1}{2500}$ published in 1898 Sheet XII. 15 at or near the eastern corner of the said field.

On the completion of the said new road (No. 1)—

The Company may stop up the following footpaths in the said parish of Stevenage and thereupon all rights of way in and over the same shall be extinguished:—

The footpath on the eastern side of the field numbered 379 on the said map;

The footpath leading from Water Lane across the fields numbered 398 and 380 to the footbridge over the railway of the Company and thence across the fields numbered 354 and 353 on the said Ordnance map.

On the completion of the said new road (No. 2)—

(1) The Company may remove the footbridge crossing over the railway of the Company in the said parish of Stevenage at the southern end of Stevenage Station yard and near the house known as Orchard Court and thereupon all rights of way in and over the said footbridge shall be extinguished:

(2) The Company may stop up the following footpaths in the said parish of Stevenage and thereupon all rights of way in and over the same shall be extinguished:—

(A) So much of the two footpaths leading from the western end of the said footbridge in a westerly and

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south-westerly direction respectively as lies between the said footbridge and points on the said footpaths at or near the western boundary of the field numbered 272 on the said map ;

(b) The footpath along the northern side of the said field numbered 272 ;

(c) The footpath along the northern side of the field numbered 306 on the said map ;

(d) The footpath leading from Brick Lane along the eastern side of the fields numbered 333 332 307 290 and 289 on the said map.

On the completion of the said new road (No. 2) and on the dedication to the public (free of cost to the Company) of a strip of land six feet wide adjoining the eastern side of and running parallel to the Company's railway from the point marked b on the deposited plans for the parish of Stevenage to the said new road (No. 2) the Company may stop up the footpath leading from the north-west corner of the field numbered 293 on the said Ordnance map Sheet XII. 15 in a south-easterly direction into the occupation road on the southern side of the said field numbered 293 as aforesaid and thereupon all rights of way in and over the said footpath shall be extinguished.

FOOTPATH AT LUTON.

As soon as the Company shall have acquired the necessary land for that purpose they may construct a new footpath in the parish of Luton Urban in the county of Bedford commencing at or near the north-west corner of Henry Street and terminating in the road known as Church Street at or near the western end of the footpath known as Pondwick's Path and as soon as the said new footpath is completed and opened to the public the Company may stop up so much of the footpath known as Pondwick's Path in the said parish as lies between the northern corner of the boiler works of Messrs. Balmforth and Brown and Church Street and thereupon all rights of way in and over the said portion of footpath shall be extinguished.

Power to deviate in construction of further works.

8. The Company in constructing the works under the powers of the section of this Act the marginal note whereof is "Further works by Company" may deviate from the lines thereof shown on the deposited plans to the extent of the limits of deviation

marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown in the deposited sections to any extent not exceeding two feet.

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9.—(1) The new or diverted roads and footpaths constructed under the powers of this Act shall be maintained and repaired by the body liable to maintain and repair the existing roads and footpaths in the district :

Substituted road to be repaired &c. as existing roads &c.

Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company.

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

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

(4) The certificate of two justices of the due completion of any such new or diverted road or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new or diverted road or footpath opened to the public before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such new or diverted road or footpath and 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 such certificate.

10. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the widening of railway by this Act authorised by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

Company not liable to repair surface of road gradient of which is not increased.

11. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement for the purposes of the works by this Act authorised and for

Power to Company to purchase additional lands.

A.D. 1904. all other purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may hold for the purposes of their undertaking such of those lands as have already been purchased by or on behalf of the Company (that is to say):—

IN THE COUNTY OF MIDDLESEX.

Lands in the parish and urban district of Southgate adjoining the Enfield Branch Railway of the Company on the eastern side thereof and lying to the south of Alderman's Hill.

IN THE COUNTY OF BEDFORD.

Lands in the parish of Luton Urban in the borough of Luton situated in and on the north-eastern side of Guildford Street and bounded on the south-eastern side by the premises belonging to the Company and known as 59 Bute Street ;

Lands in the said parish of Luton Urban adjoining the Luton and Dunstable Branch Railway of the Company on the south-western side thereof bounded on the south-western side by the River Lea and extending from the River Lea Boiler Works of Messrs. Balmforth and Brown to Church Street.

IN THE SOKE OF PETERBOROUGH.

Lands in the parish of Peterborough Within in the city and borough of Peterborough adjoining the Syston and Peterborough Railway of the Midland Railway Company on the western side thereof and bounded on the south by Thorpe Road being the houses and premises known as The Crescent ;

Lands in the parish of Peakirk in the rural district of Peterborough adjoining the Lincolnshire loop line of the Company on the western side thereof and situated immediately north of the level crossing of the said line by the road leading from Peakirk to Thorney.

IN THE COUNTY BOROUGH OF DERBY.

Lands and premises in the parish and county borough of Derby bounded on the west by Duke Street on the north by the property of or reputed to belong to the Company and on the east by the River Derwent.

IN THE COUNTY OF NOTTINGHAM.

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Lands in the parish of Cotham in the rural district of Newark adjoining the Newark and Bottesford Railway of the Company on the eastern side thereof and extending from a point about four chains south of the dyke at the southern end of Cotham station yard known as Back Dyke for a distance of about three chains measured in a southerly direction ;

Lands in the parish of Balderton in the rural district of Newark adjoining the Newark and Bottesford Railway of the Company on the eastern side thereof and extending from Bowbridge Lane to the stream crossing under the said railway about fifteen chains north of the Bowbridge Lane bridge over the said railway.

IN THE WEST RIDING OF YORKSHIRE.

Lands in the township and borough of Doncaster bounded on the south-west by Bridge Terrace on the north-east and south-east by the property of the Company and on the north-west by the road known as Hexthorpe Road or the continuation thereof.

12. The Company may so far as they are the owners of the lands on each side thereof stop up so much of the road known as Hexthorpe Road in the township and borough of Doncaster in the West Riding of Yorkshire or the continuation of that road as lies to the north-east of the junction of Bridge Terrace with Hexthorpe Road and as from such stopping up all rights of way in and over the same shall be extinguished.

Stopping up portion of road at Doncaster.

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

Compensation for private rights of way extinguished.

14. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall if the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof absolutely vested in the Company subject to the provisions of the Railways

As to vesting of site and soil of portions of roads and footpaths stopped up.

A.D. 1904. — Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Lands for extraordinary purposes.

15. The quantity of land to be taken by the Company under the powers of this Act by agreement for the extraordinary purposes of their undertaking mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Power to take easements &c. by agreement.

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

Power to Company and Great Central Railway Company to acquire additional lands.

17. Subject to the provisions of this Act the Company and the Great Central Railway Company may enter upon and take compulsorily or by agreement for the purposes of their joint undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may hold for the purposes of their joint undertaking such of those lands as have already been purchased by or on behalf of the Company and the Great Central Railway Company:—

IN THE WEST RIDING OF YORKSHIRE.

Lands in the township and urban district of Sandal Magna adjoining the West Riding and Grimsby Railway on the north-eastern side thereof and extending from the Sandal Junction signal box for a distance of about eighteen and a half chains measured in a south-easterly direction.

Owners may be required to sell parts only of cer-

18. And whereas in the construction of the works by this Act authorised or otherwise in 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:—

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tain lands
and build-
ings.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after 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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the 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

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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 arbitration or inquiry 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. A.D. 1904.

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

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

20. For the protection of the London County Council the following provisions shall unless otherwise agreed between the said council and the Company apply and have effect in the execution of the works by this Act authorised:— For protection of London County Council.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections any reconstruction alteration or extension of either of the bridges carrying the roads known as Crouch Hill and Mount View Road over the Company's railway shall be so carried out that the width of road and footpaths between the parapets of the reconstructed altered or extended bridge shall be not less than the width of road and footpaths between the parapets of the existing bridge:

(2) The Company shall not execute or commence the reconstruction alteration or extension of either of such bridges until they shall have given to the London County Council twenty-eight days notice in writing of their intention to commence the same by leaving such notice at the offices of the said council with plans elevations sections and other necessary particulars thereof and if the said council shall signify their disapproval of the same within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid then the Company shall not commence the reconstruction alteration or extension of such bridge unless and until plans elevations and sections thereof shall have been approved by the council or by an engineer to be appointed by the Board of Trade on the application of the Company after notice to the said council The Company shall

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save harmless the said council against all and every expense to be occasioned to the said council by the execution of the works of reconstruction alteration or extension aforesaid and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company :

- (3) The diversion or alteration of the road known as Blythwood Road shall be so carried out that the diverted or altered road shall have a width including the footways thereof not less than the width of the portion of road so diverted or altered and the Company shall not execute or commence such diversion or alteration until they shall have given to the London County Council twenty-eight days notice in writing of their intention to commence the same by leaving such notice at the offices of the said council with a plan and section thereof and if the said council shall signify their disapproval of the same within twenty-eight days after service of the said notice and delivery of the said plan and section then the Company shall not commence such diversion or alteration unless and until a plan and section thereof shall have been approved by the council or by an engineer to be appointed by the Board of Trade on the application of the Company after notice to the said council :
- (4) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not interfere with the road known as Ella Road :
- (5) If any difference shall arise between the said council and the Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of Islington Borough Council.

21. For the protection of the council of the metropolitan borough of Islington (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect

in the execution of so much of the widening of the Company's railway by this Act authorised as will be situate in the borough of Islington:—

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- (1) Before the Company shall break up or open any road street carriageway or footway within the said borough they shall give to the council fourteen days notice in writing of their intention to break up or open such road street carriageway or footway:
- (2) No road street carriageway or footway shall be broken up or opened except under and in accordance with the reasonable directions of the council provided such directions are given within fourteen days after the receipt of the notice herein-before mentioned:
- (3) The Company shall in diverting or altering Blythwood Road lay the paving kerb and pitched channels and form the carriageway of the diverted or altered portion of the road to the reasonable satisfaction of the council and shall at their own expense and to the like satisfaction make up the diverted or altered portion of the said road:
- (4) The Company shall in lieu of such portions of the existing sewers under Mount View Road and Crouch Hill as will be situated under the widening by this Act authorised substitute cast-iron pipe sewers laid and jointed to the reasonable satisfaction of the council:
- (5) If the Company shall remove or interfere with any manhole drain gully or other similar work belonging to the council which shall not be rendered unnecessary by the Company's works the Company shall to the reasonable satisfaction of the council provide a new manhole drain gully or work in substitution for any such manhole drain gully or work so removed and make good any such manhole drain gully or work so interfered with:
- (6) All works to be done by the Company under the powers of this Act affecting any sewer or drain of the council shall be executed at the cost of the Company in all things under the superintendence and to the reasonable satisfaction of the council and in accordance with plans and sections submitted to and approved by the engineer of the council or

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in case of difference between him and the engineer of the Company by an arbitrator to be appointed as herein-after provided. Provided that if the engineer of the council fails for a period of twenty-eight days after the submission of the said plans and sections to notify the Company of his disapproval thereof he shall be deemed to have approved the same :

- (7) The Company shall if they require to deposit any subsoil or materials of any kind upon any road or footpath within the said borough deposit the same in such manner as will occasion as little inconvenience as reasonably may be to any persons or vehicles using such road or footway :
- (8) The Company shall make full compensation to the council for any damage to or subsidence of any sewer drain electric apparatus or other works vested in the council which may be caused by the execution of the works by this Act authorised :
- (9) If in the course of any work authorised by this Act the Company find it necessary to take up displace or remove any paving kerb gully grating electric apparatus lamp columns or other material the property of the council for which they do not substitute any new corresponding material to the satisfaction of the council or their officers they shall give due notice in writing to the council of their intention so to do and shall at their own costs and charges carefully convey all such paving kerb gully grating electric apparatus lamp columns or other material to such of the council's depôts as may be reasonably required by the council :
- (10) If any difference shall arise between the council and the Company touching this section or anything to be done thereunder the same shall be determined unless otherwise agreed by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other :
- (11) Nothing in this section shall be construed so as to conflict with the provisions of the section of this Act the marginal note whereof is "For protection of London County Council."

22. For the protection of the county council of Middlesex (herein-after in this section called "the council") the following provisions shall unless with the consent in writing of the council apply and have effect with respect to the widening of the High Barnet Branch Railway by this Act authorised where that widening will cross over the Great North Road at East End Finchley :—

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For protection of Middlesex County Council.

The Company shall construct the bridge for carrying the said widening across the said Great North Road on the south-western side of their existing railway and with a clear headway of not less than sixteen feet six inches measured from the existing rail of the light railway or tramway to the under side of the girders of the said bridge.

23. For the protection of the mayor aldermen and burgesses of the borough of Hornsey in the county of Middlesex (herein-after called "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect in the execution of so much of the widening of the Company's railway by this Act authorised as will be situate in the borough of Hornsey :—

For protection of corporation of Hornsey.

(1) (A) Subject as herein-after provided with respect to Northwood Road the Company shall construct the widened portions of the bridges carrying the railway of the Company over the public footpath and roads herein-after mentioned so that such widened portions shall be of not less span and headway in each case than the span and headway herein-after mentioned (that is to say) :—

| Name of Road. | Headway not less than | Span at right angles to Road. |
|--|-----------------------|-------------------------------|
| | Ft. In. | Ft. In. |
| Public footpath leading from end of Oxford Road. | 6 9 | 8 0 |
| Upper Tollington Park - - - | 16 6 | 50 0 |
| Stapleton Hall Road - - - | 16 0 | 50 6 |
| Mount Pleasant Villas - - - | 14 6 | 40 0 |
| Stanhope Road - - - | 15 0 | 40 6 |
| Northwood Road - - - | 15 8 | 40 0 |

(B) The Company shall dedicate to the public and throw into the highway so much land as lies between

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the abutments of the widened portions of the said bridges and shall pave flag level drain and make up such land as part of the highway to the reasonable satisfaction of the corporation;

- (c) The parapet on the southern side of the widened portion of each of the said bridges shall in every case be not less than six feet high from the level of the rails or of such reasonable height as shall be agreed on between the corporation and the Company or failing agreement determined by an engineer to be appointed by the Board of Trade as herein-after provided and shall extend not less than ten feet from either end of the bridge;
- (d) The foundations of the abutments of the widened portions of every bridge over any street road or lane in the borough of Hornsey shall extend and be made below the surface of the ground to such reasonable depth as shall be reasonably sufficient to allow the corporation to repair replace or relay without endangering the safety of such foundations or abutments any existing sewers drains electric telephonic or other mains pipes works or apparatus of the corporation;
- (2) The Company shall construct the widening of their railway under Crouch End Hill Road so as not to interfere with the width or level thereof or the gradient of the approaches thereto and they shall construct the extension of the footbridge carrying Vicarage Path over the widened portion of their railway of the same width and at the same level as those of the existing footbridge and the approach to the extension of the said footbridge shall be of a similar gradient to that of the approach for which it is substituted;
- (3) Where any works to be done by the Company shall pass over or under any road footpath sewer culvert drain electric telephonic or other mains pipes works or apparatus of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such works until they shall have given to the corporation fourteen clear days previous notice in writing of their

intention to commence the same by leaving such notice at the principal office of the corporation with a plan and section thereof and also of any works which may be necessary in substitution for any works belonging to the corporation herein-after called "substituted works" and if the corporation signify their disapproval of such plan and sections within fourteen days after the receipt thereof the Company shall not except with the consent of the corporation commence or execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of either of the parties interested and the Company shall comply with and conform to all directions of such engineer in the execution of the said works or of any substituted works and all such works shall be done under the superintendence of the engineer of the corporation if he shall give such superintendence and when any substituted works as aforesaid shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as the works of the corporation in substitution for which they are executed :

- (4) The Company shall make full compensation to the corporation for any damage to or subsidence of any sewer culvert drain electric line or apparatus or other work belonging to the corporation under or over which any railways or works by this Act authorised may be constructed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents :
- (5) Before commencing to construct the widened portion of the bridge carrying the railway of the Company over Northwood Road the Company shall give the corporation three months notice in writing of their intention to commence the same and if before the expiration of such notice the corporation shall (1) give the Company a counter notice in writing signed by their town clerk of their desire that the Company should in lieu of the existing bridge and the proposed widened portion thereof construct a new bridge as herein-after mentioned and (2) pay to the Company

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the sum of one thousand eight hundred pounds then the Company shall in lieu of the existing bridge and the proposed widened portion thereof construct a new bridge to carry their existing railway and the widening thereof by this Act authorised over Northwood Road having a span of forty feet and headway of fifteen feet eight inches throughout The Company shall dedicate to the public and throw into the highway so much land as will lie between the abutments of the said new bridge and also so much of the Company's land on each side of the said new bridge as lies within a distance of twenty feet of the centre line of the existing road and the corporation shall pave flag level drain and make up all the said lands as part of the highway :

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

For protection of Midland and Great Eastern Railway Companies.

24. In executing the works of widening the Company's High Barnet Branch by this Act authorised where the same will affect the Tottenham and Hampstead Junction Joint Railway belonging to the Midland and Great Eastern Railway Companies (herein-after called "the two companies") or any part of the works or property thereof (which railway works and property are herein-after called "the railway") the Company shall (except so far as it may be otherwise agreed between the two companies and the Company) be subject to the following conditions :—

- (1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the two companies and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section Provided that if for fourteen days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof :

- (2) The Company shall carry the widening by this Act authorised over the railway by means of a bridge or bridges having a span or spans sufficient to enable the abutments of such bridge or bridges to be placed clear of the running lines of the railway and of the authorised widening thereof and having a clear headway of not less than fifteen feet :
- (3) Any works affecting the railway which the Company may execute under this section shall be so constructed as to cause no injury to the railway and no unreasonable interruption to the passage or conduct of traffic over the railway and if in consequence of the execution of such works any injury be caused to the railway or any interruption be caused to the traffic the Company shall make full compensation to the two companies in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration :
- (4) The Company shall bear and on demand pay to the two companies the reasonable expense of the employment by them during the execution of any work affecting the railway of a sufficient number of inspectors watchmen and signalmen to be appointed by the two companies for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors :
- (5) With regard to any land belonging to the two companies which the Company may require to enter upon or use for the purposes of the widening by this Act authorised the Company shall acquire only such an easement over the same as may be reasonably necessary for constructing and maintaining the works of the Company by this Act authorised and shall pay to the two companies for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :

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(6) Any dispute or difference which may arise between the two companies and the Company with reference to the provisions of this section or as to any works to be carried out in pursuance thereof shall except as provided in the preceding subsection be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the two companies or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Corporation of City of London.

25. In the execution of the works by this Act authorised the Company shall not stop up or otherwise interfere with the entrance to Highgate Woods from Archway Road without the previous consent in writing of the Corporation of the City of London.

For protection of Gas Light and Coke Company.

26. For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall in the execution of the works by this Act authorised apply and have effect (that is to say):—

(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the gas company are situate the Company shall from time to time deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and description shall be delivered to the gas company at least fourteen days before the commencement of any such work:

If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas they may give notice to the Company to alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such alteration support substitution laying or placing cement

concrete or other like substance (in this section called "protective works") shall be settled as herein-after provided and all such protective works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. And if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such protective works so require the gas company may by their own engineer or workmen do and execute such protective works and the Company shall on the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution of such protective works :

- (2) It shall be lawful for the gas company and the engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there is existing any apparatus of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing such apparatus under the same lands and premises. Provided always that in so doing the gas company their engineers or workmen or others in their employ shall not interrupt the user of any of the works by this Act authorised. And provided also that the gas company shall make good and reimburse to the Company all damages to the works of the Company by this Act authorised occasioned by the exercise of the powers by this section reserved :
- (3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages penalties and expenses which may be incurred by or occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury

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or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or of any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company shall effectually indemnify and hold harmless the gas company from all penalties claims and demands upon or against them by reason of such execution or failure or of any such act or omission as aforesaid Provided that the Company shall not be liable for any such costs losses damages or expenses as aforesaid if the same shall be occasioned by anything done or not done in compliance and accordance with any requirement of the gas company :

- (4) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company :
- (5) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

For protection of Highgate Dwellings Improvement

27. Notwithstanding anything contained in this Act or the deposited book of reference or shown on the deposited plans the Company shall not acquire compulsorily under the powers of this Act any interest of the Highgate Dwellings

Improvement Company Limited in the lands numbered 106 107 and 108 in the said book of reference and deposited plans in the parish and borough of Hornsey nor shall the Company construct under the powers of this Act the widening of their High Barnet Branch Railway in or under the said lands numbered 106 107 and 108 aforesaid unless and until they have acquired by agreement such lands or such part thereof or such easement therein or thereunder as may be necessary for constructing such widening.

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Company
Limited.

28. For the protection of William John Lancelot Smith of 20 South Hill Park Gardens Hampstead and Miss Catherine Mary Smith of "Rosendale" Great North Road Highgate or other the owners of the lands numbered 142 to 148 inclusive on the deposited plans in the parish of Hornsey the following provisions shall unless otherwise agreed between the Company and the owner of any such lands apply and have effect in the exercise of the powers conferred by this Act:—

For pro-
tection of
owners of
certain lands
in parish of
Hornsey.

(1) Notwithstanding anything contained in this Act or shown on the said deposited plans the Company shall not acquire compulsorily any part of the said lands numbered 142 143 and 144 on the said deposited plans nor any part of the said lands numbered 145 to 148 inclusive on the said deposited plans which lies between the southern limit of deviation shown upon the said deposited plans and an imaginary line eighteen feet to the northward thereof:

(2) The Company shall erect on the southern boundary of any part of the said lands which they may acquire compulsorily a fence wall at least six feet high and a retaining wall to the reasonable satisfaction of the owner of the land from which the same may be severed.

29. For the protection of the urban district council of Finchley in the county of Middlesex (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect:—

For pro-
tection of
urban dis-
trict council
of Finchley.

(1) (A) The Company shall throw into the Great North Road within six months from the passing of this Act the piece of land containing one hundred square yards or thereabouts coloured red on the plan No. 1 signed

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by Alexander Ross on behalf of the Company and by Charles James Jenkin on behalf of the council and the council shall at their own expense make up and maintain the whole of the said piece of land as part of the public road to the intent that the Company's frontage on to that road may be preserved;

(B) If the Company acquire the piece of land coloured yellow on the said signed plan No. 1 the site and soil of the portion of the said Great North Road containing one hundred square yards or thereabouts coloured blue on the said signed plan No. 1 shall as from the time of such acquisition or of the throwing into the Great North Road of the said piece of land coloured red on the said signed plan No. 1 whichever shall last happen absolutely vest in the Company free from all rights of way:

(2) (A) The Company shall if required by the council so to do within one year from the passing of this Act throw into Squires Lane the pieces of land forming part of the embanked approaches to the bridge carrying Squires Lane over the railway of the Company shown on the plan No. 2 signed by Alexander Ross on behalf of the Company and by Charles James Jenkin on behalf of the council and the council shall at their own expense and to the reasonable satisfaction of the engineer of the Company (herein-after called "the engineer") make up and maintain the whole of the said pieces of land as part of the public road to the intent that the Company's frontage on to Squires Lane may be preserved and the council shall at the like expense and to the like satisfaction execute on the remaining lands of the Company all necessary works and take all necessary precautions so as to prevent failure by slipping or otherwise of the embankment carrying the said approaches or any portion thereof;

(B) If in the execution of the said works of the council the said embankment shall be injured or damaged such injury or damage shall be forthwith made good by the council at their own expense or in the event of their failing so to do then the Company may make good the same and the reasonable expense thereof as certified by the engineer shall be repaid

to the Company by the council on demand and the council shall indemnify the Company against all loss which the Company may sustain and shall pay all costs charges and expenses which the Company may be put to or incur by reason of the execution of the said works :

(3) Where in the execution of so much of the widening by this Act authorised as will be situate in the urban district of Finchley any works to be done by the Company will be constructed across the Great North Road or will interfere with any road sewer culvert or drain belonging to the council the Company shall not commence such works until they shall have given to the council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with a plan and section thereof and also of any works which may be necessary in substitution for or for the protection of any sewer culvert or drain belonging to the council hereinafter called "substituted or protective works" and if the council signify their disapproval of such plans and sections within one month after the receipt thereof the Company shall not except with the consent of the council commence or execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other and the Company shall comply with and conform to all directions of such engineer in the execution of the said works or of any substituted or protective works and shall save harmless the council against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence of the engineer of the council if he shall give such superintendence and when any substituted or protective works, as aforesaid shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as the works of the council in substitution for or for the protection of which they are executed :

(4) In the execution of the widening by this Act authorised the Company shall carry the footpath leading from

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Manor Park Road to Trinity Road under their existing railway and the widening thereof by means of a subway having its walls faced with white glazed bricks above three feet from the surface of the ground and its roof painted white and the Company shall light and so far as may be reasonably practicable drain such subway to the reasonable satisfaction of the council :

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

For pro-
tection of
corporation
of Luton.

30. For the protection of the mayor aldermen and burgesses of the borough of Luton (in this section called "the corporation") the following provisions shall have effect :—

- (1) The new footpath in the borough of Luton referred to in the section of this Act of which the marginal note is "Further works by Company" shall not without the consent of the corporation be constructed otherwise than in the position shown by the colour red on the plan signed in duplicate by the Right Honourable James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office House of Lords :
- (2) Nothing in this Act shall prejudice the right of the corporation and their servants and agents of free access at all reasonable times after the stopping up of the said footpath known as Pondwick's Path to the manholes situate in the said footpath for the purpose whenever necessary of inspecting repairing amending relaying and cleansing the main sewer to which such manholes lead :
- (3) In the event of the Company raising the surface of the site of the said Pondwick's Path above its present level they shall also raise the level of the said manholes to a corresponding extent :

(4) The Company shall execute all works affecting the said manholes to the reasonable satisfaction of the corporation at the Company's expense: A.D. 1904.

(5) Any difference which may arise between the Company and the corporation touching this section or anything to be done thereunder shall be referred to an engineer or other fit person to be appointed unless otherwise agreed by the Board of Trade on the application of either party.

31. The periods limited by the Act of 1901 for the compulsory purchase of— Further extension of time for purchase of lands under Acts of 1898 and 1899.

(1) Lands for the purposes of so much of the railways numbered 1 and 2 (loop line Enfield to Stevenage) as were not abandoned by the Act of 1899 and of the railways numbered 5 and 6 (loop line Enfield to Stevenage) authorised by the Act of 1898;

(2) Lands for the purposes of the following works authorised by the Act of 1898 viz. :—

The railways numbered 7 and 8 (railways at Finsbury Park) and so much as has not yet been completed of the widenings described in that Act under the headings—

Widenings at Langley;

Widening at Sandy;

Widening—Wood Walton to Yaxley; and

Widening—Finchley to Edgware;

(3) Lands which the Company were authorised to purchase by the Act of 1898 and which are described in section 39 of the Act of 1901 under the following headings :—

In the county of Middlesex—Wood Green;

In the county of Hertford—East Barnet;

In the county of Bedford—Sandy;

(4) Lands for the purposes of the Deviation Railways numbered 1 2 3 and 4 authorised by the Act of 1899;

are hereby respectively further extended until the twenty-fifth day of July one thousand nine hundred and seven and section 65 of the Act of 1898 section 47 of the Act of 1889 and sections

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Extension of time for purchase of lands under Act of 1901.

32. The time limited by the Act of 1901 for the compulsory purchase of lands for the purposes of—

Railway No. 2 (Railway at Daybrook);

Railway No. 3 (Railway at Manchester);

Widening from Little Bytham to Grantham;

Widening at Balne Lane Wakefield;

by that Act respectively authorised and for the compulsory purchase of additional lands referred to in that Act under the following headings:—

In the county of London—King's Cross;

In the county of Middlesex—Finchley Enfield;

In the county of Cambridge;

In the parts of Holland in Lincolnshire—Holbeach;

In the parts of Lindsey in Lincolnshire;

In the county of Nottingham—Saxondale Junction Nuthall
Awsorth Junction;

In the county of Derby—Heanor Branch Junction;

In the West Riding of Yorkshire—Wrenthorpe;

In the county of Lancaster;

is hereby extended until the second day of July one thousand nine hundred and seven and section 35 of the Act of 1901 shall be read and have effect accordingly.

Extension of time for purchase of lands by Company and Great Central Company under Act of 1901.

33. The time limited by the Act of 1901 for the compulsory purchase by the Company and the Great Central Railway Company of the lands at Adwick in the West Riding of Yorkshire described in section 33 of the said Act is hereby extended until the second day of July one thousand nine hundred and seven and section 35 of the said Act shall be read and have effect accordingly.

Extending time for sale of certain superfluous lands.

34. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated

retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

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

Company may apply their funds towards purposes of Act.

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

Provision as to general Railway Acts.

37. 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.

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The **SCHEDULE** referred to in the foregoing Act.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY BE
TAKEN.

| No. on deposited Plans. | Parish or other Area. | Description of Property. |
|--|-----------------------|--|
| WIDENING FROM FINSBURY PARK TO FINCHLEY. | | |
| 2 3 4 5 6 7 8 | Borough of Hornsey - | Gardens. |
| 9 | Do. do. - | Gardens and sheds. |
| 10 11 12 13 14 | Do. do. - | Gardens. |
| 15 16 16A 16B 16C | | |
| 16D | Do. do. - | Garden and outbuildings. |
| 16E 16F | Do. do. - | Gardens. |
| 16G | Do. do. - | Garden and outbuildings. |
| 16H 16I 16K 16L | Do. do. - | Gardens. |
| 16M 16N 16O | | |
| 16P 16Q 16R | | |
| 16S 16T 16U | | |
| 16V 16W 16X | | |
| 16Y | | |
| 25A | Do. do. - | Garden and tunnel. |
| 29A | Do. do. - | Garden slope of railway telegraph posts and wires. |
| 35 35A | Do. do. - | Gardens. |
| 36A | Do. do. - | Garden and shed. |
| 61 | Do. do. - | Garden. |
| 81 | Do. do. - | Field. |
| 96 | Do. do. - | Garden workshops and outbuildings. |
| 97 | Do. do. - | Passage. |
| 98 | Do. do. - | Garden and outbuilding. |
| 105 | Do. do. - | Yard stable and outbuildings. |
| 114 | Do. do. - | Garden and tunnels. |
| 115 | Do. do. - | Garden green house outbuilding and tunnels. |
| 116 117 118 119 | Do. do. - | Gardens and outbuildings. |
| 120 | | |
| 121 | Do. do. - | Garden outbuildings and tunnels. |
| 122 | Do. do. - | Garden fowl run outbuildings and tunnels. |
| 123 | Do. do. - | Laundry garden outbuildings and tunnels. |
| 32 | | |

| No. on deposited Plans. | Parish or other Area. | Description of Property. |
|---|------------------------------------|---|
| <i>WIDENING FROM FINSBURY PARK TO FINCHLEY—continued.</i> | | |
| 124 125 126 127 | Borough of Hornsey | Gardens outbuildings and tunnels. |
| 128 | Do. do. | Garden green-houses outbuildings and tunnels. |
| 129 130 131 132 | Do. do. | Gardens outbuildings and tunnels. |
| 133 | | |
| 134 | Do. do. | Garden and tunnels. |
| 142 | Do. do. | Garden and outbuilding. |
| 143 | Do. do. | Garden. |
| 144 145 146 | Do. do. | Gardens and outbuildings. |
| 147 | Do. do. | Garden. |
| 148 | Do. do. | Garden and outbuildings. |
| 149 | Do. do. | Land road bridge and public footpath. |
| 153 154 155 156 | Do. do. | Gardens. |
| 157 158 | | |
| 159 | Do. do. | Land and occupation road. |
| 2 | Metropolitan borough of Islington. | Garden. |
| 11 | Do. do. | Conservatory garden and outbuildings. |
| 18 | Do. do. | Garden and path. |
| 21 | Do. do. | Garden. |
| 2 | Urban district of Finchley | Gardens occupation road and stream. |
| 13 | Do. do. | Field. |
| 19 | Do. do. | Garden. |
| 26 | Do. do. | Field. |
| 31 | Do. do. | Garden and sheds. |
| 32 33 | Do. do. | Fields. |
| 38 39 | Do. do. | Gardens and outbuildings. |
| 40 41 | Do. do. | Gardens. |
| 42 43 44 | Do. do. | Gardens and sheds. |
| 45 46 47 | Do. do. | Gardens. |
| 48 49 | Do. do. | Gardens and green-houses. |
| 51 | Do. do. | Garden and sheds. |
| 52 53 | Do. do. | Gardens. |
| 54 | Do. do. | Garden and sheds. |
| 55 | Do. do. | Garden and path. |
| 56 57 58 59 | Do. do. | Gardens. |
| 60 61 62 63 64 | | |
| 65 66 67 68 69 | | |
| 70 71 72 | | |
| 73 | Do. do. | Land and sheds. |
| 74 | Do. do. | Garden. |
| 75 76 | Do. do. | Gardens and green-houses. |
| 77 | Do. do. | Garden. |
| 78 79 | Do. do. | Yards and sheds. |
| 80 | Do. do. | Garden and shed. |
| 81 | Do. do. | Field and plantation. |
| 84 | Do. do. | Field and drain. |
| 86 | Do. do. | Field and public footpath. |
| 88 | Do. do. | Garden and bank. |

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| No. on deposited Plans. | Parish or other Area. | Description of Property. |
|---|-----------------------------|--|
| NEW ROADS REMOVAL OF FOOTBRIDGE AND STOPPING UP OF FOOTPATHS AT STEVENAGE. | | |
| 6 | Urban district of Stevenage | Field pond and shed. |
| 9 | Do. do. | Field and public footpath. |
| 11 | Do. do. | Stackyard and farm buildings. |
| 14 | Do. do. | Yard and farm buildings. |
| 16 | Do. do. | Field allotment garden and public footpath. |
| 20 | Do. do. | Field public footpaths telephone posts and wires. |
| 21 | Do. do. | Field and public footpath. |
| 26 | Do. do. | Field pond occupation road public footpaths telephone posts and wires. |
| 27 | Do. do. | Yard farmyard outbuildings pond telephone posts and wires. |
| 28 | Do. do. | Public house and yard. |
| 30 | Do. do. | Field and public footpath. |
| 31 | Do. do. | Bowling green. |

NEW FOOTPATH STOPPING UP OF FOOTPATH AND ADDITIONAL LANDS AT LUTON.

| | | |
|---|------------------|--|
| 3 | Borough of Luton | Yard. |
| 4 | Do. do. | Garden green-house accommodation path and sheds. |

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