

[1 EDW. 8. & *London and North Eastern*
1 GEO. 6.] *Railway Act, 1937.*

[Ch. liii.]



CHAPTER liii.

An Act to empower the London and North Eastern Railway Company to construct a railway and other works and to acquire lands to make provision with respect to the Nottingham Canal of the said Company and for other purposes.

A.D. 1937.

[1st July 1937.]

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

And whereas the Company are the owners of the canal authorised by the Act 32 George III cap. 100 and known as the Nottingham Canal and it is expedient that the agreement made between the Company and the Trent Navigation Company a copy of which is set forth in the schedule to this Act should be confirmed and that the other provisions contained in this Act with respect to the Nottingham Canal should be enacted :

And whereas the Company and the mayor and commonalty and citizens of the city of London have entered into arrangements for the exchange of lands of the Company for certain portions of the Highgate lands described in the first part of the schedule to the Highgate and Kilburn Open Spaces Act 1886 and it is expedient that such arrangements should be authorised :

49 & 50 Vict.

c. ii.

A.D. 1937,
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And whereas it is expedient to confer upon the Company and the mayor aldermen and burgesses of the borough of Harwich respectively the powers of this Act with respect to certain of the quays at Harwich and roads adjacent thereto :

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

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 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 1937.

Interpre-
tation.

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 railway ” means the railway by this Act authorised ;

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“the widening” means the widening of railway by this Act authorised; and A.D. 1937.

“the subway” means the subway and works and conveniences in connection therewith by this Act authorised.

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) :— Incorporation of general Acts.

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 :

The Railways Clauses Consolidation Act 1845 : 8 & 9 Vict. c. 20.

Part I (relating to construction of a railway) of the Railways Clauses Act 1863 : 26 & 27 Vict. c. 92.

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.

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Power to
Company to
make rail-
way and
widening.

4. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railway and widening 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 county borough of West Ham—

A railway (4 chains in length) commencing at a point 5 chains south-east of the south-east end of the swing bridge over the Victoria Dock entrance tidal basin by a junction with the railway constructed under the powers of the North Woolwich Railway Act 1845 and now known as the Silvertown tramway and terminating at a point 1 chain south-east of the south-east end of the said swing bridge.

In the county of Essex—

A widening (2 furlongs 4 chains in length) of the Company's Ilford to Woodford railway in the borough of Ilford commencing at a point 17 chains south of the south side of New North Road and terminating at a point 7 chains north of the south side of the said road.

Rates on
railway and
widening.

5. The railway and the widening shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company.

For protec-
tion of
Metropolitan
Water
Board.

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

- (1) Not less than twenty-eight days before commencing to construct the railway in the county borough of West Ham authorised by the section of this Act of which the marginal note is "Power

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to Company to make railway and widening” the Company shall deliver to the board a detailed plan section and particulars of the proposed railway showing all the works proposed to be executed in connection therewith :

- (2) If it appears from the said plan section or particulars that the said railway or any works connected therewith or any part of such railway or works will be constructed over or within a distance measured laterally of five feet from any main or pipe of the board the board shall be at liberty at any time after the receipt of such plan section or particulars to divert or alter the position of such main or pipe to such other position as the board may reasonably determine and the reasonable costs and expenses of the board in or in connection with such diversion or alteration shall on demand be repaid to the board by the Company :
- (3) Notwithstanding anything in this Act or shown on the deposited plans or sections the Company shall construct the said railway in such a position within the limits of deviation that sufficient space will be left at the north-eastern side thereof for the laying by the board in North Woolwich Road in the said county borough of a main having such internal diameter as the board may determine not being greater than twenty-four inches in addition to any main or pipe of the board situate in or under the said road at the date of the passing of this Act :
- (4) (a) In or in connection with the execution of the widening of the Company's Ilford to Woodford railway authorised by the said section of this Act the Company shall not cause any damage to or interference with or obstruct or render more difficult access by the board to any main or pipe of the board situate in New North Road ;
(b) If it should appear to the board reasonably necessary for the purpose of preventing damage to or interference with

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any such main or pipe as last aforesaid the board may divert or alter the position of such main or pipe to such other position in New North Road as the board may consider necessary for that purpose and the reasonable cost and expenses incurred by the board in so doing shall on demand be repaid to the board by the Company :

- (5) If any loss of water shall be sustained by the board by reason of any act or default of the Company or of any of their contractors or agents or the workmen or servants or any person in the employ of them or any of them the Company shall pay to the board the value of any water so lost as aforesaid :
- (6) The board may if they think fit employ such watchmen and inspectors as they may reasonably deem necessary to watch and inspect the execution of any works under the powers of this Act so far as they may affect any main pipe or apparatus of the board and the reasonable wages of such watchmen and inspectors shall be borne by the Company :
- (7) The reasonable expenses of all repairs or renewals of any main pipe or apparatus of the board which may at any time hereafter be rendered necessary by or in consequence of the acts or defaults of the Company or their contractors agents workmen or servants or any person in the employ of them or any of them or by or in consequence of any subsidence resulting from the works of the Company by this Act authorised shall be borne by the Company :
- (8) The Company shall not except with the consent of the board which consent shall not be unreasonably withheld execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year :
- (9) If any interruption in the supply of water by the board shall without their written authority be in any way occasioned by the execution

or failure of any of the works authorised by this Act or by reason of any act or omission of the Company or of their contractors agents workmen or servants or any person in the employ of them or either of them the Company shall pay to the board for the use and benefit of the board by way of liquidated damages the sum of ten pounds for every hour during which such interruption shall continue Provided that the Company shall not be liable to make any such payment in respect of the failure of any work required by this section which shall have been carried out by the board :

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(10) The Company shall make good all damage done by them to any main pipe or apparatus of the board in the execution of the works by this Act authorised and shall indemnify the board in respect of any actions claims or demands arising out of any interference by the Company with any such main pipe or apparatus :

(11) 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 board 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.

7. Section 10 (As to swing bridge over Victoria Dock entrance) of the Port of London Act 1935 shall be construed as if the references in subsection (4) of that section to "the railway constructed under the powers of the North Woolwich Railway Act 1845 and known as the Silvertown tramway" and in subsections (6) and (7) to "the Silvertown tramway" meant the railway authorised by this Act.

Amendment
of section 10
of Port of
London
Act 1935.
25 & 26
Geo. 5.
c. cxvi.
8 & 9 Vict.
c. lxxxv.

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Period for completion of railway.

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

Imposing penalty if railway not opened within period limited.

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

17 & 18 Vict. c. 31.

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

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

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

Application of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or

abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of the railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. A.D. 1937.

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

11. The Company may make the arches of the bridges for carrying the widening over New North Road in the borough of Ilford of any height and span not less than the height and span of the bridge carrying the existing railway over that road. As to bridges on widening.

12. 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):— Further works and powers.

In the county of Hertford—

A subway under the Great North Road with footpath approaches commencing in the urban district of East Barnet on the south side of the

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western approach to the Company's High Barnet station and terminating in the urban district of Barnet on the north side of Milton Avenue :

Provided that the Company may enter upon take and use the subsoil and undersurface of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purpose of the subway without being required to purchase the same or any easement therein or thereunder or to make any payment therefor.

In the county of Essex—

The Company may stop up and discontinue—

(1) In the urban district of Chigwell—

(a) So much of the footpath known as Squirrel's Lane crossing the Company's Loughton Epping and Ongar branch railway on the level as extends between the boundary fences of the Company's property ;

(b) so much of the footpath crossing the said branch railway on the level 9 chains south of Queen's Road Buckhurst Hill as extends between the boundary fences of the Company's property :

(2) In the parish of Theydon Bois in the rural district of Epping—

So much of the footpath crossing the said branch railway on the level 13 chains north of the footbridge at Theydon Bois station as extends between the boundary fences of the Company's property :

(3) In the parish of Theydon Garnon in the rural district of Epping—

So much of the footpath crossing the said branch railway on the level 10 chains south of the road leading from Ivy-chimneys to Bower Road as extends between the boundary fences of the Company's property :

- (4) In the urban district of Epping—

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So much of the footpath crossing the said branch railway on the level 12 chains north of the road leading from Ivy-chimneys to Bower Road as extends between the boundary fences of the Company's property :

- (5) In the parish of Stanford Rivers in the rural district of Ongar—

So much of the footpath and occupation road crossing the said branch railway on the level at the east end of North Weald station as lies between the boundary fences of the Company's property and may divert the said footpath parallel to the southern boundary of the said branch railway to the road in the parish of North Weald Bassett in the rural district of Epping which passes under the said branch railway 9 chains west of the signal box at North Weald station :

- (6) In the parish of Bobbingworth in the rural district of Ongar—

(a) So much of the footpath and occupation road crossing the said branch railway on the level 14 chains east of the east end of Blake Hall station as extends between the boundary fences of the Company's property and may divert the said footpath along the northern boundary of the said branch railway to the road from Greensted Green to Bobbingworth Green ;

(b) So much of the footpath and occupation road crossing the said branch railway on the level 12 chains north-west of the bridge carrying Penson's Lane over the said branch railway as extends between the boundary fences of the Company's property and may divert the said footpath along the north-eastern boundary of the said branch railway to Penson's Lane.

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In the county borough of East Ham—

The Company may stop up and discontinue so much of the public footpath known as Aldersbrook Lane as crosses the Company's London to Colchester main line by a footbridge and may substitute therefor a new footpath to be carried under the said main line by means of a subway 6 chains north-east of the said footbridge.

In the Parts of Kesteven in the county of Lincoln—

The Company may in the parish of Claypole in the rural district of West Kesteven stop up and discontinue except as a bridleway so much of the road known as Hough Lane which crosses the Company's London to York main line at a point 26 chains south-east of the level crossing at Claypole station as lies between the boundary fences of the Company's property.

In the north riding of the county of York—

The Company may in the parish of Barton-le-Willows in the rural district of Malton stop up and discontinue so much of the road as crosses the Company's York and Scarborough railway on the level at Barton Hill station and known as the Barton Hill station level crossing.

Power to deviate in construction of works.

13. In constructing the works by this Act authorised 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 subway shown on the deposited sections thereof to such extent as may be found necessary or convenient and may deviate from the levels of the other works shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845.

Plans &c. to be approved by Minister of Transport before certain works commenced.

14. The Company shall as regards the subway from time to time submit for the approval of the Minister of Transport plans sections and other details of their proposals with respect to (a) tunnels stairs and other communications (b) lighting and (c) ventilation. Any work included in the said proposals shall be constructed and maintained only in accordance with plans

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sections and other details as approved by the Minister of Transport. A.D. 1937.

15.—(1) The Company may for the purpose of constructing the subway enter upon open break up and interfere with so much of the surface of the Great North Road as is within the limits of deviation shown on the deposited plans. Power to break up surface of Great North Road.

(2) Before breaking up or interfering with any portion of the surface of the said road under the powers of this section the Company shall give to the Minister of Transport not less than fourteen days' previous notice in writing of their intention so to do.

(3) Save as aforesaid (and except for the purpose of altering or diverting sewers pipes cables wires and other works) nothing in this Act shall empower the Company to break up or interfere with the surface of any street for the purpose of constructing maintaining or using the subway.

(4) The Company shall not alter divert or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act. 41 & 42 Vict. c. 76.

16.—(1) The Company may use for the discharge of any water pumped or found by them during the construction of the subway any available stream or watercourse sewer or drain and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connections with any such stream watercourse sewer or drain within the limits of deviation shown on the deposited plans: Use of sewers &c. for removing water.

Provided that the Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if the same shall be given) of the authority in whom the sewer or drain shall be vested.

(2) Any difference arising under this section shall be referred to and determined by an engineer to be agreed on between the Company and the said authority or failing agreement to be appointed on the application of either party by the President of the Institution of

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As to works within metropolitan police district.

17. Seven 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.

For protection of Hertfordshire County Council.

18. For the protection of the county council of the administrative county of Hertford (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 have effect with reference to the construction of the subway authorised by this Act (that is to say):—

- (1) In this section the word "subway" includes the approaches thereto:
- (2) Wherever in this section provision is made with respect to the consent or approval of the county council such consent or approval may be given in writing under the hand of the clerk or surveyor of the county council subject to such reasonable terms and conditions as the county council may require but shall not be unreasonably withheld:
- (3) The Company shall not for the purposes of the subway acquire any land or property of the county council but the Company may purchase and take and the county council shall at the request of the Company sell and grant such easements or rights of using so much of the land or property of the county council as may be necessary for the construction maintenance and use of the subway for foot passengers only and not for vehicles and the Company shall pay to the county council in respect of any such easements or rights such sum as shall

in case of dispute be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the settlement of cases of disputed compensation under those Acts : A.D. 1937.

- (4) The Company shall construct the subway in such manner as will avoid interference with any operations of the county council for the widening of the Great North Road and if required by the county council shall at their own cost extend the subway to the satisfaction of the county council for the purpose of enabling any such widening to be carried out by the county council :
- (5) Before commencing the construction of the subway the Company shall submit to the county council plans sections specifications and detailed particulars thereof for their reasonable approval and if the county council shall not within twenty-eight days after the submission to them of any such plans sections specifications or particulars signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved the same :
- (6) Before commencing to construct the subway the Company shall consult the county council as to the time when the work shall be commenced the extent of the surface of the highway that it may be reasonably necessary for the Company to occupy and as to the conditions under which the subway shall be constructed so as to reduce so far as possible inconvenience to the public :
- (7) In the construction of the subway no part thereof shall (except with the consent of the county council) be so constructed as to interfere with the provision of proper means of drainage of the surface of the highway :
- (8) At least fourteen days before commencing the construction of the subway the Company shall serve notice in writing on the county council of their intention to commence the same :
- (9) The subway shall be constructed and maintained by the Company so as at all times to

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support not only the ordinary traffic and any exceptional traffic lawfully using the highway but also any apparatus which the county council or their contractors may reasonably use for repairing the highway and the Company shall indemnify the county council against and make good to them all costs and expenses the county council may reasonably incur or be put to in the maintenance or repair of the highway by reason of any defect or insufficiency of the strength of the subway or any neglect properly and effectually to construct and maintain the same as aforesaid :

- (10) It shall be lawful for the surveyor of the county council or his accredited representative at all reasonable times to enter upon and inspect any part of the subway that may affect any property of the county council during the construction thereof and the Company shall give to such surveyor or his representative all reasonable facilities for such inspection and if he shall be of opinion that the construction of the subway is attended with danger to the highway or to any sewer drain or work belonging to or under the jurisdiction or control of the county council the Company shall adopt such measures and precautions as may be reasonably necessary for the purpose of preventing any damage or injury thereto :
- (11) The Company shall not remove any soil or material from the highway except such as must be excavated in the carrying out of the work :
- (12) The Company shall not discharge any water from the subway into any sewer or drain vested in or under the control of the county council or the local authority except with the consent of the county council and subject to such terms and conditions (including the taking of steps to remove so far as may be reasonably practicable from water so discharged any gravel soil or other solid substance or matter in suspension) as the county council may reasonably impose :
- (13) Any part of the highway which it may at any time be necessary to open for the construction

of the subway shall be properly protected by the provision of a temporary covering so supported as to ensure the safety of traffic on the highway and shall be maintained by the Company to the reasonable satisfaction of the county council and the permanent reinstatement of the highway when the subway shall have been completed shall be carried out by the county council on notice being given by the Company so to do and the reasonable cost incurred by the county council in so doing shall be repaid by the Company to the county council: A.D. 1937.
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- (14) It shall not be lawful for the Company to place any hoardings on any part of the highway except for such period as may be necessary and then only in such manner as shall be reasonably approved by the county council and the Company shall not exhibit or permit to be exhibited upon any such hoarding as aforesaid any advertisement or placard which is visible from any highway or public open space in the said county (except advertisements or placards giving information as to the services and undertakings of the Company the other railway companies and the London Passenger Transport Board and general information relating to those undertakings) unless the same shall have been approved by the county council:
- (15) The Company shall make compensation to the county council for any subsidence of or damage to the highway which may be caused by or in consequence of any act or default of the Company their contractors' servants or agents and whether such damage or subsidence shall happen during the construction of the subway or at any time thereafter:
- (16) Any difference which may arise from time to time under the provisions of this section between the county council and the Company shall be settled by a single arbitrator 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)

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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 the arbitration.

For protec-
tion of Bar-
net District
Gas and
Water
Company.

19.—(1) In this section—

“the Barnet Company” means the Barnet District Gas and Water Company;

“apparatus” means mains pipes syphons plugs and other works and apparatus of the Barnet Company.

(2) Not less than fourteen days before commencing to execute any part of the subway under the Great North Road the Company shall deliver to the Barnet Company plans and sections of the subway as proposed to be executed and a description of the proposed manner of executing the subway.

(3) If it should appear to the Barnet Company that the execution of the subway will interfere with or endanger any of their apparatus or impede the supply of water or gas the Barnet Company may by notice require the Company at the expense of the Company to lower or otherwise 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 alongside or over any apparatus cement concrete or other like substance to the reasonable satisfaction and under the superintendence if given of the engineer of the Barnet Company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company and if the Barnet Company by notice in writing to the Company within seven days after the receipt by the Barnet Company of notice of the intended commencement by the Company of the subway so require the Barnet Company may by their own engineer or workmen do and execute the protective works referred to in this subsection so far as they affect the apparatus of the Barnet Company and the Company shall on the completion thereof pay to the Barnet Company the reasonable expenses incurred by them in the execution of such protective works.

(4) The Barnet Company may if they deem fit employ watchmen or inspectors to watch and inspect

any works of the Company whereby any apparatus of the Barnet Company will be interfered with or affected during the execution repair or renewal of the subway and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the Barnet Company. A.D. 1937.
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(5) If any interruption in the supply of water or gas by the Barnet Company shall without the written authority of the Barnet Company be in any way occasioned either by reason of the exercise of the powers of this Act relating to the subway or by the acts or defaults of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in connection with the subway the Company shall forfeit and pay to the Barnet Company for the use and benefit of the Barnet Company a sum not exceeding ten pounds for every hour during which such interruption shall continue.

(6) The expense of all repairs or renewals of any apparatus of the Barnet Company or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise of the powers of this Act relating to the subway or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the execution of the subway whether such subsidence take place during the construction of the subway or at any time thereafter shall be borne and paid by the Company.

(7) The Company shall not execute any works or carry out any operations which would endanger or impede the access to the water main of the Barnet Company situate in the property numbered on the deposited plans 1 in the urban district of Barnet unless and until the Company shall at their own expense have diverted the said main to such position and in such manner as may be agreed between the Company and the Barnet Company or failing agreement be determined by arbitration.

(8) Any difference which may arise with respect to any matter under this section between the Company

A.D. 1937. — and the Barnet Company or their respective engineers shall be settled by a single arbitrator to be agreed between the parties or failing agreement 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 thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to the arbitration.

For protection of North Metropolitan Electric Power Supply Company.
45 & 46 Vict. c. 56.
62 & 63 Vict. c. 19.

20. Nothing in this Act shall authorise any alteration in the position of or other interference with any electric lines or other works of the North Metropolitan Electric Power Supply 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.

As to certain footpaths.

21.—(1) (a) The Company shall not exercise the powers of this Act with respect to the stopping up and discontinuance of the portion of the footpaths in the parish of Theydon Bois and in the parish of Theydon Garnon which are referred to in the section of this Act of which the marginal note is "Further works and powers" until the railway of the Company from Theydon Bois station to Epping station shall have been equipped for working by electric traction.

(b) The traffic passing over the said railway shall not be worked by electrical traction until the Company shall at their own expense and to the reasonable approval of the county council of the administrative county of Essex (in this section referred to as "the county council") have constructed a footbridge either at the site of the said footpath in the parish of Theydon Bois or at the site of the said footpath in the parish of Theydon Garnon as the county council may elect.

(c) The Company shall at all times maintain such footbridge to the reasonable satisfaction of the county council.

(2) (a) The Company shall not exercise the powers of this Act with respect to the stopping up and discontinuance of any of the three footpaths in the parish of Stanford Rivers and in the parish of Bobbingworth until the Company shall have decided that the

number of trains worked by electric traction over the railway of the Company between Epping and Ongar stations in any one hour shall exceed ten. A.D. 1937.
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(b) Before the number of trains worked by electric traction between the said stations in any one hour exceeds ten the Company shall at their own expense and to the reasonable approval of the county council construct footbridges across the said railway at the sites of such two of the said three footpaths as the county council may elect.

(c) The Company shall at all times maintain such footbridges to the reasonable satisfaction of the county council.

(d) Until the said footpaths shall respectively be stopped up and discontinued the Company shall to the reasonable satisfaction of the county council make provision at the points where the said footpaths respectively cross the said railway on the level for protecting persons passing over or using such footpaths from coming into contact with any electric wire line rail circuit or other work which is used for transmission of electricity.

(3) Any question or difference arising under this section between the county council and the Company shall be referred to and determined by an engineer to be agreed on between the county council and the Company or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

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

Power to
Company
to acquire
lands.

In the county of Essex—

Lands in the urban district of Wanstead and Woodford on the east side of and adjoining the

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—

Company's Loughton Epping and Ongar branch railway lying between that branch railway and Primrose Road and extending between points respectively 11 chains and 12 chains north of the north side of George Lane;

Lands in the urban district of Chigwell on the east side of and adjoining the said branch railway and extending between points respectively $1\frac{1}{2}$ chains and $17\frac{1}{2}$ chains south of the signal box at Loughton station.

In the county of Middlesex—

Lands in the borough of Hendon on the north side of and adjoining the said Edgware branch railway lying between that branch railway and Hale Drive and extending between points respectively $6\frac{1}{2}$ chains and $8\frac{1}{2}$ chains east of the east side of Dean's Lane.

Extinction
of private
rights of
way.

23.—(1) All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished.

(2) Provided that the Company shall make full 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.

Period for
compulsory
purchase of
lands.

24. 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 forty.

Power to
enter upon
property for
survey and
valuation.

25. 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. A.D. 1937.
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26. 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 land created after the first day of November one thousand nine hundred and thirty-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.

27. From and after the passing of this Act all rights of way now existing over or upon the level crossings hereinafter mentioned shall be and the same are hereby extinguished and 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 as modified by this Act. As to certain level crossings.

The level crossings hereinbefore referred to are the following (namely) :—

In the county of Essex—

- (1) In the parish of Theydon Garnon in the rural district of Epping the crossings on the Company's Loughton Epping and Ongar branch railway at points respectively $75\frac{1}{2}$ chains $37\frac{1}{2}$ chains and $19\frac{1}{2}$ chains west of the signal box at North Weald station :
- (2) In the parish of Stanford Rivers in the rural district of Ongar the crossing on the said branch railway at a point 12 chains west of the signal box at Blake Hall station :
- (3) In the parish of Bobbingworth in the rural district of Ongar the crossing on the said branch railway at a point 8 chains south-east of Penson's Lane.

A.D. 1937.

In the county of Durham—

In the urban district of Willington—

The crossing on the Company's Bishop Auckland and Durham railway at a point $8\frac{1}{2}$ chains south-west of the bridge carrying High Street over the said railway at Willington station.

Provision
as to repair
of foot-
paths.

28. Any footpath or portion thereof made diverted or altered under the authority of this Act shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain footpaths of the same nature and in the same parish or district as the footpath or portion of footpath in question.

As to
Notting-
ham Canal.

29.—(1) In this section—

“the scheduled agreement” means the agreement dated the thirty-first day of December one thousand nine hundred and thirty-six and made between the Company of the one part and the Trent Navigation Company of the other part set forth in the schedule to this Act;

“the navigation company” means the Trent Navigation Company;

“the Act of 1792” means the Act of 32 Geo. III cap. 100 intituled “An Act for making and maintaining a navigable canal from the Cromford Canal in the County of Nottingham to or near to the Town of Nottingham and to the River Trent near Nottingham Trent Bridge and also certain collateral cuts therein described from the said intended canal”;

“the Nottingham Canal” means the canal authorised by the Act of 1792 as now vested in the Company;

“the Act of 1906” means the Trent Navigation Act 1906;

“the Trent Navigation Acts” means the Trent Navigation Act 1858 the Trent Navigation Act 1884 the Trent (Burton-upon-Trent and

6 Edw. 7.
c. lvii.

21 & 22 Vict.
c. xxxiv.
47 & 48 Vict.
c. xxxviii.

Humber) Navigation Act 1887 the Act of A.D. 1937.
1906 and the Trent Navigation Act 1932;

“ the eastern portion of canal ” means that part of the Nottingham Canal which extends between the junction of the Nottingham Canal with the Beeston Cut in the parish of Lenton and its junction with the river Trent in the parish of Sneinton at or near Nottingham Trent Bridge with the two collateral cuts in the parishes of Sneinton and St. Mary Nottingham known as the Poplar Arm and the Brewery Cut respectively and the lands buildings houses locks wharves docks basins and towing paths belonging to the Company and held and used with the said part of the Nottingham Canal and collateral cuts;

50 & 51 Vict.
c. cxv.
22 & 23
Geo. 5.
c. lxxiv.

“ the western portion of canal ” means that part of the Nottingham Canal which extends from the commencement of the Nottingham Canal in the urban district of Eastwood to the junction of the Nottingham Canal with the Beeston Cut in the parish of Lenton.

(2) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and may and shall (subject to such modifications and variations therein as may be agreed between the parties thereto) be carried into effect by them.

(3) As from the date on which the eastern portion of canal becomes leased to or vested in the navigation company whichever shall first occur and so long as it remains leased to or vested in them the following provisions shall have effect but subject in the case of a lease to the provisions of the lease:—

(a) such of the provisions of the Act of 1792 as were in force immediately before the commencement of such lease or the date of such vesting and applied to the eastern portion of canal shall continue to apply thereto and to the navigation company in respect thereof and for that purpose shall have effect as if any references therein to the Company incorporated by that Act were references to the navigation company;

A.D. 1937.

(b) the following sections of the Act of 1906 (that is to say) :—

Section 32 (Penalties for injuries to property of Company &c.);

Section 33 (Preventing obstructions of hauling-paths);

Section 34 (Removal of stranded &c. vessels obstructions &c. and repair of wharves banks &c.);

Section 36 (Power to make byelaws);

Section 37 (Penalties may be imposed by byelaws);

shall apply to the eastern portion of canal as if for the purposes of those sections the eastern portion of canal were part of the undertaking of the navigation company and of the navigation as defined in the Act of 1906 and section 42 (Recovery of penalties &c.) and section 43 (Application of penalties) of the Act of 1906 shall apply for the purposes of the application of the before mentioned sections of the Act of 1906 to the eastern portion of canal;

(c) the navigation company may apply to and for the purposes of any such sale or lease and to and for such of the provisions of the Act of 1792 and of the Act of 1906 as are applied to the eastern portion of canal by paragraphs (a) and (b) of this subsection and being in every case purposes to which capital is properly applicable any money which under any of the Trent Navigation Acts they are authorised to raise whether by shares or stock or borrowing or debenture stock;

(d) for the purposes of any provisions of the Trent Navigation Acts and of the Acts incorporated therewith respectively which relate to the application of the revenues of the navigation company—

(i) all tolls charges and other revenue received by the navigation company from or in respect of the eastern portion of canal shall form part of the general revenue of the navigation company and be credited to their navigation revenue account; and

[1 EDW. 8. & *London and North Eastern* [Ch. liii.]
1 GEO. 6.] *Railway Act, 1937.*

(ii) all expenditure incurred by the navigation company on revenue account on or in connection with the eastern portion of canal shall be deemed to be part of the general expenditure of the navigation company on revenue account and be debited against their navigation revenue account; A.D. 1937.

(e) all byelaws and regulations relating to or affecting the undertaking of the navigation company and in force immediately before the commencement of such lease or the date of such vesting shall during the continuance of such byelaws and regulations extend and apply to the eastern portion of canal so far as applicable thereto.

(4) If the navigation company purchase pursuant to the scheduled agreement the eastern portion of canal then as from the date of the vesting thereof in the navigation company section 17 (Company may sell &c. superfluous lands of undertaking) of the Act of 1906 shall apply to all lands forming part of the eastern portion of canal and section 29 (Power to shorten bends) of that Act shall also apply as if the expression "the navigation" in that section included the eastern portion of canal.

(5) So long as the eastern portion of canal is leased to or vested in the navigation company—

(i) the tolls and charges leviable by the navigation company in respect of that portion of canal shall be the tolls and charges prescribed with respect to the Nottingham Canal by the Canal Tolls and Charges No. 1 (Canals of the Great Northern and certain other Railway Companies) Order 1894 as amended by section 3 (Canal tolls and charges) of the London and North Eastern Railway Act 1935 or by any order of the Minister of Transport made with respect to the Nottingham Canal pursuant to subsection (5) of that section; 57 & 58 Vict. c. cxcvi. 25 & 26 Geo. 5. c. xlvii.

(ii) the provisions of subsections (5) to (8) of the said section 3 of the said Act of 1935 shall apply

A.D. 1937.
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and have effect in relation to the eastern portion of canal as though the expression "the company" in those subsections meant the navigation company.

(6) Proceedings for the recovery of any demand made by the navigation company under the authority of the Act of 1792 or of the Order or Act mentioned in subsection (5) of this section or under the authority of any provision of the Act of 1906 as applied to the eastern portion of canal by subsection (3) of this section (whether provision is or is not made by any such Act or Order for the recovery in any specified court or manner) may be taken in any county court otherwise having jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in an action founded on contract or tort.

(7) The net proceeds arising on the sale of the eastern portion of canal under this section shall be applied only to purposes to which capital is properly applicable.

(8) Notwithstanding anything in subsection (2) of this section or in any lease made pursuant to the scheduled agreement the navigation company shall as from the date on which the eastern portion of canal becomes leased to or vested in them (whichever shall first occur) and so long as it remains leased to or vested in them duly observe and perform such of the provisions of the Act of 1792 relating to the maintenance and repair of the eastern portion of canal and the works and conveniences connected therewith as were in force immediately before the commencement of such lease or the date of such vesting.

36 & 37 Vict.
c. 48.
9 & 10 Vict.
c. clv.

(9) Notwithstanding anything in section 17 of the Regulation of Railways Act 1873 or in sections 74 or 75 of the Ambergate Nottingham and Boston and Eastern Junction Railway Act 1846 the Company shall from and after the passing of this Act cease to be under obligation to keep the western portion of canal open for navigation or to keep or maintain that portion in a navigable condition but the Company shall at all times keep and maintain the western portion of canal and the works and conveniences connected therewith (including any

[1 EDW. 8. & *London and North Eastern* [Ch. liii.]
1 GEO. 6.] *Railway Act, 1937.*

reservoirs) in such condition that the use of the western portion of canal as an efficient part of the land drainage system of the river Trent catchment area shall not be impaired and that (subject to unavoidable cause or accident or unusual drought) the depth of water shall not be reduced below two feet :

A.D. 1937.

Provided that the Company shall keep the Moor Green reservoir in repair and in controlling the sluices at the said reservoir the Company shall subject to their statutory obligations comply with the reasonable requirements of Major Thomas Philip Barber or other the owner for the time being of Lamb Close House in the parish of Greasley :

Provided further that the Company shall remain under all existing statutory obligations except in so far as those obligations are inconsistent with the provisions of this subsection.

30. For the protection of the Grand Union Canal Company (in this section referred to as "the canal company") the following provisions shall notwithstanding anything in this Act unless otherwise agreed in writing between the Company and the canal company have effect :—

For protection of Grand Union Canal Company.

(1) (a) Nothing in the section of this Act of which the marginal note is "As to Nottingham Canal" shall relieve the Company from their obligations with respect to the discharge of water from the Moor Green reservoir of the Company in accordance with the provisions of the Act of 1792 and the Company shall at all times keep and maintain the said Moor Green reservoir and any works and conveniences connected therewith in such condition as will enable the Company to fulfil their said obligations;

(b) If at any time the Company shall make default in the maintenance and repair of the said Moor Green reservoir to such extent as will prevent the Company from so discharging water it shall be lawful for the canal company to execute all such works and do all such things as may be necessary for remedying any such want of repair or maintenance and to recover from the Company all costs and expenses incurred by them in so doing :

A.D. 1937.

- (2) As soon as reasonably practicable after the passing of this Act the Company shall carry out and thereafter maintain such works as may be reasonably approved by the canal company for preventing water in the Cromford Canal from passing into the western portion of canal :
- (3) Any difference which may arise between the Company and the canal company under this section (other than a difference as to the construction of this section) shall be referred to and determined by an engineer to be agreed upon between the Company and the canal company or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference or determination :
- (4) In this section the expressions "the Act of 1792" "the Nottingham canal" and "the western portion of canal" have the same respective meanings as in the section of this Act of which the marginal note is "As to Nottingham Canal."

Exchange of certain lands with City of London Corporation.
49 & 50 Vict. c. ii.

31.—(1) Notwithstanding anything in the Highgate and Kilburn Open Spaces Act 1886 or any other Act to the contrary the mayor and commonalty and citizens of the city of London (in this section referred to as "the corporation") are hereby empowered to convey to the Company and the Company are empowered to acquire the land coloured red on the signed plan in exchange for the land coloured blue thereon.

(2) As on and from the date of the completion of the said exchange the land coloured blue on the signed plan shall be held by the corporation as though it formed part of the Highgate Lands described in the first part of the schedule to the said Act of 1886 and the land coloured red shall for all purposes form part of the undertaking of the Company.

(3) In this section "the signed plan" means the plan signed by Herbert William John Powell on behalf of the Company and by Alfred Thomas Roach on behalf of the corporation.

[1 EDW. 8. & *London and North Eastern* [Ch. liii.]
1 GEO. 6.] *Railway Act, 1937.*

32.—(1) The mayor aldermen and burgesses of the borough of Harwich (in this section referred to as “the corporation”) may purchase and the Company may sell to the corporation the property shown upon the signed plan and thereon coloured brown and as from the date of the completion of such purchase and sale so much of section 262 (As to payment to corporation of Harwich and vesting of their works in the Company) of the Great Eastern Railway Act 1862 as relates to the upholding and maintenance by the Company of the said property coloured brown shall by virtue of this Act be repealed and the powers and provisions of the Harwich Improvement Quays and Pier Act 1851 shall apply to and have effect with reference to the portion of the property coloured brown lying between the points marked A and B on the signed plan as if the said section 262 had not been enacted.

A.D. 1937.

As to certain quays at Harwich &c.

25 & 26 Vict. c. ccxxiii.

14 & 15 Vict. c. xlii.

(2) In this section “the signed plan” means the plan signed by Herbert William John Powell on behalf of the Company and by Arthur John Hanslip Ward on behalf of the corporation.

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

Provision as to general Railway Acts.

34. The following provisions of the London and North Eastern Railway (General Powers) Act 1936 shall with any necessary modifications extend and apply to the exercise of the powers of this Act in the same manner as if those provisions were re-enacted in this Act (that is to say):—

Applica- tion of existing enact- ments. 26 Geo. 5. & 1 Edw. 8. c. cxxvii.

- Section 5 (Protection of gas and water mains of local authorities);
- Section 19 (Power to acquire easements compulsorily in certain cases);
- Section 22 (Power to certain owners to grant easements);
- Section 24 (Costs of arbitration in certain cases);

[Ch. liii.] *London and North Eastern Railway Act, 1937.* [1 EDW. 8. & 1 GEO. 6.]

A.D. 1937.

- Section 26 (Further powers of entry);
Section 27 (Correction of errors omissions &c.);
Section 28 (As to private street expenses in certain cases);
Section 29 (Stopping up roads and footpaths without providing substitute);
Section 30 (Stopping up roads and footpaths in case of diversion);
Section 34 (Application of section 71 of Act of 1924 and section 9 of Act of 1935).

Costs of Act.

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

The SCHEDULE referred to in the
foregoing Act.

A.D. 1937.
—

AN AGREEMENT made this thirty-first day of December one thousand nine hundred and thirty-six between THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Railway Company") of the one part and THE TRENT NAVIGATION COMPANY (hereinafter called "the Navigation Company") of the other part.

Stamp.

Ten
shillings.

WHEREAS :—

(a) By the Act 32 Geo. III chapter 100 intituled "An Act for making and maintaining a navigable canal from the Cromford Canal in the County of Nottingham to or near the Town of Nottingham and to the River Trent near Nottingham Trent Bridge and also certain collateral cuts therein described from the said intended canal" the Nottingham Canal Company were incorporated and authorised to make and maintain a canal with the collateral cuts therein described known as the Nottingham Canal and hereinafter called "the canal";

(b) Under and by virtue of divers Acts of Parliament and two several indentures of conveyance and lease made in pursuance of certain of the said Acts and under and by virtue of the North Eastern Eastern and East Scottish Group Amalgamation Scheme 1922 and the London and North Eastern Railway Absorption (No. 1) Scheme 1923 made under the Railways Act 1921 the undertaking of the Nottingham Canal Company became and is now vested in the Railway Company;

(c) By the Act 34 George III chapter 95 the Company of Proprietors of the River Trent Navigation were authorised to make and maintain a certain navigable cut known as the Beeston Cut communicating with the canal in the parish of Lenton in the county of Nottingham and leading from the junction thereof with the canal to a junction with the river Trent in the parish of Beeston in the same county which said cut by virtue of divers Acts of Parliament is now vested in the Navigation Company;

(d) The Beeston Cut and that part of the canal between the junction thereof with the Beeston Cut and the river Trent near Nottingham Trent Bridge together constitute a navigable waterway which is regularly used for the passage of barges and other

A.D. 1937. — vessels between the river Trent at or below Nottingham and the same river at and above Beeston and it would be advantageous to the Navigation Company if the beforementioned part of the canal were to be worked and maintained by the Navigation Company as part of or in connection with the River Trent Navigation;

(e) The Navigation Company have applied to the Railway Company for the grant of a lease of the beforementioned part of the canal with an option of purchasing the same at any time during the continuance of the lease and the Railway Company are willing to enter into the agreement hereinafter contained for the grant to the Navigation Company of a lease and option to purchase the beforementioned part of the canal on the terms and conditions hereinafter mentioned :

Now therefore this agreement witnesseth and it is hereby agreed and declared by and between the parties hereto as follows :—

1. The Railway Company will grant to the Navigation Company and the Navigation Company will accept a lease of—

- (a) That part of the canal 2 miles 35 chains in length or thereabouts which extends between the junction of the canal with the Beeston Cut in the parish of Lenton and its junction with the river Trent in the parish of Sneinton at or near Nottingham Trent Bridge with the two collateral cuts in the parishes of Sneinton and St. Mary Nottingham known as the Poplar Arm and the Brewery Cut respectively and the lands buildings houses locks wharves docks basins and towing paths belonging to the Railway Company and held and used with the said part of the canal and collateral cuts which said part of the canal and collateral cuts lands buildings houses locks wharves docks basins and towing paths are delineated on the plan hereto annexed and thereon coloured pink;
- (b) All ways waters watercourses easements and appurtenances which under or by virtue of any Act of Parliament affecting the canal or otherwise are now vested in the Railway Company and are held used occupied or enjoyed by the Railway Company in connection with or for the purposes of the said part of the canal and collateral cuts;
- (c) All statutory and other rights powers and privileges of the Railway Company appertaining to the said part of the canal and collateral cuts;
- (d) All rates charges tolls rents and profits arising in respect of the said part of the canal and collateral cuts;

- (e) The benefit and interest of the Railway Company in all leases tenancies agreements and arrangements existing between the Railway Company and any other companies or persons at the date of the lease relating to the said part of the canal and collateral cuts or the traffic thereon; A.D. 1937.
- (f) The premises hereinbefore described in this clause are hereinafter where not repugnant to the context included in the expression "the demised premises."

2. The lease will be subject to all easements rights privileges agreements obligations provisions (whether statutory or otherwise) conditions payments charges and outgoings affecting the demised premises or to which the Railway Company are subject in respect of the demised premises or any part thereof.

3. There shall be excepted and reserved out of the lease—

(i) To the persons entitled thereto all mines minerals and mineral substrata within and under the demised premises together with all such powers of working winning and carrying away the same as such persons may be entitled to at the date of the lease;

(ii) To the Railway Company—

(a) All rights powers and privileges of the Railway Company with respect to the capital employed in their Nottingham Canal undertaking and the conduct and management of such capital;

(b) All registers books accounts letters papers plans writings deeds vouchers and other documents whatsoever of the Railway Company concerning or relating to the Nottingham Canal undertaking but subject to the Navigation Company being allowed access thereto at all reasonable times and to the same so far as relating solely to the demised premises being handed over to the Navigation Company on exercising the option to purchase hereinafter provided for;

(c) Full and free right and liberty at all times during the continuance of the lease to maintain use repair renew alter reconstruct or widen the three existing bridges of the Railway Company carrying the railways and works of the Railway Company over the canal (1) at or alongside Trent Street Bridge (2) at a point about 9 chains west of London Road Bridge and (3) at the junction of the canal with the Poplar Arm and also the existing bridge over the canal carrying the approach road leading from the Railway Company's low

A.D. 1937.
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level station at London Road Nottingham to London Road but so that no avoidable obstruction shall be caused to the traffic on the canal and all damage to the demised premises shall be made good by the Railway Company;

(d) Full and free right and liberty to enter upon the demised premises for the purposes of the maintenance use repair renewal alteration reconstruction or widening of the said three bridges and to erect thereon such temporary or permanent works plant or machinery as the Railway Company may require in connection with such maintenance use repair renewal alteration reconstruction or widening making good all damage to and restoring the demised premises and to take as the case may be either temporary or permanent possession of and use (without making any compensation or payment to the Navigation Company except by the proportionate abatement in the rent reserved by the lease if permanent possession is taken) so much of the demised premises as the Railway Company may require for the purposes of such maintenance use repair alteration reconstruction or widening;

(e) Full right liberty and power at all times during the continuance of the lease to enter upon the demised premises for the purpose of inspecting the demised premises and the state and condition thereof or of executing any repairs or alterations to any buildings works or structures on the adjoining lands of the Railway Company and to execute thereon any works or alterations which the Railway Company may consider necessary or desirable in connection with their railway undertaking works or traffic or the working or maintenance thereof making good all damage to the demised premises;

(f) The right to fix upon attach to erect over or place under or through the demised premises telegraph telephone electric and other poles standards wires and cables (whether existing or additional) of the Railway Company or to permit the same to be fixed upon attached to erected over or placed under or through the demised premises and a right of access to the demised premises at all times during the continuance of the lease for the purpose of fixing erecting maintaining renewing or removing any such poles

standards wires or cables the Railway Company making good any damage thereby caused Provided that the position of all additional poles standards and erections shall be subject to the approval of the Navigation Company which shall not be unreasonably withheld and the Navigation Company shall be entitled to require the removal to other convenient positions of any such poles standards wires and cables as aforesaid but at their own expense;

(g) The right to maintain all existing drains channels and sewers in or under the demised premises or leading into the part of the canal to be demised or the collateral cuts or watercourses connected therewith but so that the Navigation Company at their own expense and subject to the approval of the Railway Company which shall not be unreasonably withheld may substitute other convenient drains channels or sewers for any of the same;

(h) Full and free right of passage and running of water from all neighbouring lands buildings and premises of the Railway Company through or into the part of the canal to be demised both by means of all the existing drains channels and sewers in or under the demised premises and by means of such new drains channels and sewers as the Railway Company shall consider requisite Provided that no pollution be thereby caused of any part of the canal;

(i) Full and free right and liberty of building upon any property of the Railway Company adjoining the demised premises without payment of any compensation to the Navigation Company for loss of or damage to light or air;

(j) Free and uninterrupted access of light and air as now enjoyed over the demised premises to the lands and buildings of the Railway Company adjoining the demised premises;

(k) All existing water supplies held used enjoyed or maintained by the Railway Company in connection with the part of the canal not included in the demise and all rights powers and privileges to take use provide and maintain such existing supplies or any additional supplies.

4. The term of the said lease shall be for ninety-nine years from the first quarter day occurring after the date of the

A.D. 1937. — passing into law of a Bill containing the clauses referred to in clause 14 (1) hereof.

5. The rent to be reserved by the said lease shall be the yearly rent of three hundred pounds payable half-yearly.

6. The lease shall contain covenants on the part of the Navigation Company—

- (i) To pay yearly during the term and so in proportion for any less time than a year the rent of three hundred pounds free from any deduction (save only landlord's property tax in respect of the said rent and tithe rent-charge) by equal half-yearly payments on the day of _____ and the _____ day of _____ in every year the first of such payments to be made on the second quarter day occurring after the commencement of the said term ;
- (ii) From time to time and at all times during the term to pay and discharge all rates duties taxes charges assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or may at any time hereafter be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in case the demised premises shall not be separately assessed to pay to the Railway Company from time to time on demand a due proportion as certified by the Railway Company's surveyor (whose certificate shall be conclusive) of all such rates duties taxes charges assessments impositions and outgoings payable by the Railway Company and attributable to the demised premises the amount so certified to be recoverable by the Railway Company from the Navigation Company in the same manner as rent in arrear Provided that both parties shall take all necessary steps to procure the separate assessment of the demised premises Provided further that until the demised premises shall be separately assessed the Navigation Company will hold harmless and indemnify the Railway Company from and against any claim which may be made against the Railway Company with regard to the application of any rate relief allowed in respect of the demised premises ;
- (iii) From time to time and at all times during the said term to bear and pay all yearly and other rents and rent-charges payable in respect of the demised premises or any part thereof ;
- (iv) At all times during the continuance of the lease well and efficiently to perform and observe all duties and

obligations under any and every Act of Parliament or other statutory regulation or provision from time to time in force relating to or affecting the demised premises or any part thereof or the traffic on the part of the canal agreed to be demised and to work use and manage the said part of the canal with all due efficiency;

- (v) At all times during the continuance of the lease well and truly to perform and observe the terms and conditions of all agreements and arrangements existing between the Railway Company and any other companies or persons relating to the demised premises or the traffic on the said part of the canal and the benefit and interest of the Railway Company which is included in the lease;
- (vi) To save harmless and indemnify the Railway Company from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Railway Company may at any time incur or which may be made against the Railway Company by reason of flooding or otherwise arising from any act neglect or default of the Navigation Company in the control of the waters of the river Leen or by reason of any act neglect or default of the Navigation Company in relation to any of the matters specified in paragraphs (iv) and (v) of this clause;
- (vii) At all times during the continuance of the lease well and substantially to repair cleanse maintain amend and keep the demised premises and every part thereof and all new buildings which may at any time during the lease be erected on and all additions made to the demised premises and the fixtures therein and the walls fences roads paths sewers drains and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever and in proper and efficient working order in all respects (including all necessary renewals);
- (viii) To keep the part of the canal included in the lease properly and effectually dredged and provided with a good and sufficient supply of water and generally to keep the same open and navigable for the use of all persons desirous to use and navigate the same without any unnecessary hindrance interruption or delay and to preserve and keep the towing path in proper order and condition;
- (ix) At all times during the lease to maintain repair renew and keep in good order and condition all existing

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accommodation and other works which have hitherto been maintained by the Railway Company in connection with the part of the canal included in the lease and as part of their canal undertaking and to make and maintain such other accommodation and other works as the Railway Company may under any Act of Parliament or otherwise be required to make or maintain in connection with the said part of the canal;

- (x) To permit the Railway Company at all times during the term of the lease to enter upon the demised premises to view the state of repair and condition of the same and to repair and make good all defects of which notice in writing shall be given by the Railway Company to the Navigation Company within three months after the giving of such notice or so soon thereafter as reasonably practicable;
- (xi) That if the Navigation Company shall at any time make default in the performance of any covenant relating to the repair of the demised premises it shall be lawful for the Railway Company (but without prejudice to their right of re-entry) to enter upon the demised premises and to repair and make good the same at the expense of the Navigation Company in accordance with the covenants and conditions of the lease and that all expense incurred by the Railway Company in so doing shall be repaid to the Railway Company by the Navigation Company on demand;
- (xii) Not to assign transfer underlet or part with the possession of the demised premises or any part thereof or part with or share the possession or occupation thereof or of any part thereof (except by tenancy agreements of parts of the demised premises for terms not exceeding three years) without the licence in writing of the Railway Company first obtained which licence shall not be unreasonably withheld;
- (xiii) At their own expense to execute all such works as are or may be directed or required by any local or public authority to be executed at any time during the continuance of the lease upon or in respect of the demised premises and to save harmless and indemnify the Railway Company from and against all liabilities in respect of any of the matters aforesaid And that in case of default the Railway Company may carry out the necessary works at the cost of the Navigation Company such cost until repaid by the Navigation

Company to be a charge on the premises and recoverable by distress as for rent in arrear; A.D. 1937.
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- (xiv) Not to do or suffer to be done on the premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Railway Company or their tenants or the occupiers of any adjoining property;
- (xv) During the continuance of the lease to insure and keep insured all buildings and structures on the demised premises against loss or damage by fire to the full value thereof in the Royal Insurance Company Limited or some other insurance office to be approved by the Railway Company and in the case of the destruction or damage of any such buildings or structures by fire to lay out all moneys received by virtue of such insurance in restoring or making good the same to the satisfaction of the Railway Company's engineer and in case the said moneys shall be insufficient for such purpose to make good the deficiency out of their own moneys;
- (xvi) Not to allow any encroachment to be made or easement acquired on or over the demised premises and in particular not to allow a right of access of light or air from or over the demised premises to any neighbouring property to be acquired. If any encroachment or easement shall be made or threatened to be made or if any window or opening shall be opened or made or threatened to be opened or made in any neighbouring buildings (whether already or hereafter to be erected) which if not obstructed might by lapse of time confer the right of such access of light or air on the owner of any neighbouring property or if anything shall be done or threatened to be done on any neighbouring property which might interfere with or obstruct the access of light and air to any existing windows or openings in the demised premises forthwith to give notice thereof to the Railway Company and permit them and their servants to enter upon the premises to inspect the same and at the cost of the Navigation Company to do all such things as may be proper and reasonably practicable for the purpose of preventing the making of such encroachment or the acquisition of such easement or right including where necessary and reasonably practicable the making and maintaining of a hoarding for the purpose of preventing the access of light or air to such window or opening;

A.D. 1937.
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- (xvii) Not to erect or suffer to be erected without the licence in writing of the Railway Company first obtained which shall not be unreasonably withheld any new buildings on the demised premises or make any alteration or addition to existing buildings or buildings which may be erected with such licence as aforesaid or make any alteration in any boundary or party wall;
- (xviii) At the expiration or sooner determination of the lease to yield up quietly the demised premises to the Railway Company together with all permanent additions and improvements made thereto and all landlords fixtures in or upon the demised premises or which during the said term may be affixed to or fastened upon the same in good and substantial repair and efficient working order and condition in accordance with the beforementioned covenant by the Navigation Company.

7. The lease shall contain the usual limited covenant by the Railway Company for quiet enjoyment.

8. The lease shall contain a proviso that if the yearly rent or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Navigation Company shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements on their part contained in the lease it shall be lawful for the Railway Company or any person or persons duly authorised by them in that behalf into and upon the demised premises or any part thereof in the name of the whole to re-enter and the demised premises peaceably to hold and enjoy thenceforth as if the lease had not been made but without prejudice to any right of action or remedy of the Railway Company in respect of any antecedent breach of any of the covenants by the Navigation Company contained in the lease.

9. The lease shall contain a provision that if at any time during the continuance of the lease the Navigation Company desire to purchase the demised premises and shall give to the Railway Company at least six months' notice in writing of such desire to expire on one of the half-yearly days appointed for the payment of rent and shall duly pay to the Railway Company the several yearly rents reserved by the lease up to and including the said day then upon the expiration of the said notice and upon the Navigation Company paying to the Railway Company the sum of five thousand pounds together with

interest thereon at the rate of six pounds per centum per annum from the expiration of such notice till the completion of the purchase and any other moneys payable at the time of the completion of the purchase to the Railway Company under the lease the Railway Company shall assure the demised premises unto the Navigation Company for an estate in fee simple in possession free from incumbrances or other the whole estate and interest of the Railway Company therein and these presents shall have effect as an agreement for sale and purchase accordingly :

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Provided as follows :—

- (1) The title of the Railway Company to the premises shall not be investigated prior to but shall be deemed to have been approved of by the Navigation Company up to the date of the lease :
- (2) The Navigation Company shall at their own cost execute and deliver to the Railway Company a duplicate conveyance duly stamped :
- (3) The conveyance of the premises to the Navigation Company shall contain—
 - (a) exceptions and reservations similar to those contained in clause 3 of this agreement other than so much of paragraph (ii) (d) of that clause as relates to the taking of permanent possession of any part of the demised premises and so much of paragraph (ii) (e) of that clause as relates to entry on the demised premises for the purpose of inspection; and
 - (b) provisoes similar to those contained in clauses 10 and 12 of this agreement other than paragraph (iv) of clause 10.

10. The lease shall contain the following provisoes :—

- (i) That the Railway Company are not to be liable for and the Navigation Company are not to make any claim against the Railway Company in respect of any loss damage annoyance or inconvenience caused by vibration noise smoke sparks or otherwise due to the working of the Railway Company's undertaking;
- (ii) That the Navigation Company shall not be entitled to any supplies of water from that part of the canal which is not included in the lease or from any feeders or reservoirs connected therewith;

A.D. 1937.
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- (iii) That the Railway Company shall be entitled to discharge surplus water into the part of the canal included in the lease from whatever source such water may be derived including water from the part of the canal retained by the Railway Company or from any feeders or reservoirs connected therewith or from any adjoining property of the Railway Company but so far as such water is under their control not so as thereby to cause flooding or materially to increase the level of the water in the part of the canal included in the lease or the volume of water proceeding down it;
- (iv) That at all times during the continuance of the lease the Navigation Company shall preserve a good and sufficient supply of water to the part of the canal demised by the lease from the river Trent by means of the Beeston Cut and/or from such other sources or by such other means as may from time to time be available and sufficient for the purpose and after the expiration of the lease in the event of the Navigation Company not having exercised their option of purchase shall afford to the Railway Company a similar supply Provided that the Navigation Company shall have the right to stop the supply of water by means of the Beeston Cut when and so long as engineering or other circumstances render this necessary the Navigation Company (except in cases of emergency) giving adequate notice to the Railway Company of their intention so to do.

11. The lease shall contain a proviso that the Navigation Company shall be at liberty at their own expense to alter reconstruct widen deepen and otherwise improve the part of the canal demised by the lease and the locks and other works and conveniences connected therewith or any part thereof but it is hereby expressly agreed and declared that the above-mentioned works of alteration reconstruction widening deepening and improvement shall not be deemed to be improvements within the meaning of the Landlord and Tenant Act 1927 or any statutory amendment or re-enactment thereof the Navigation Company having received as they hereby acknowledge adequate consideration for contracting out of the said Act consisting of the grant of a lease on acceptable terms as to rent and otherwise The Navigation Company shall not carry out any works under this clause in such a way as to interfere with or endanger the bridges structures and other works of the

[1 EDW. 8. & *London and North Eastern* [Ch. liii.]
1 GEO. 6.] *Railway Act, 1937.*

Railway Company and will in connection with any such works provide such protection and support for the Railway Company's bridges structures and other works as the engineer for the time being of the Railway Company shall reasonably require. The Navigation Company will hold harmless and indemnify the Railway Company against any claims which may be made against them in respect of the said works. A.D. 1937.
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12. The lease shall also contain a proviso that if at any time after the date thereof (whether before or after the Navigation Company shall have exercised their option to purchase the demised premises) the part of the canal thereby demised shall be abandoned as a navigation (whether by the authority of Parliament or by any other lawful authority) the Railway Company shall be entitled at any time thereafter on giving six months' notice in writing to the Navigation Company and on making reasonable payment or compensation to the Navigation Company in respect thereof and a fair abatement in the rent reserved by the lease (if still continuing) to re-enter upon and retake possession of and use so much of the demised premises as the Railway Company may require for the following purposes or either of them (viz.) :—

- (i) The removal of the beforementioned bridges carrying the railways of the Railway Company over the canal and of the beforementioned bridge over the canal carrying the road leading to the Railway Company's low level station at London Road Nottingham over the canal and the construction in lieu of the said railway bridges of embankments and other works and in lieu of the said road bridge of a roadway on the same level and of the same width as the bridges so removed;
- (ii) The extension of the Railway Company's existing goods yard at London Road low level station and of the station yard of London Road high level station over the part of the canal demised by the lease so far as the same is opposite to and abuts on the said yards and the Navigation Company shall at the request and the expense of the Railway Company execute an assignment and surrender to the Railway Company of such parts of the demised premises as the Railway Company shall so require or in the event of their said option of purchase having been exercised a conveyance of such parts.

13. The lease shall also contain such provisos as shall be agreed upon hereafter by the parties hereto with respect to notices

A.D. 1937. — required to be given to the Railway Company or the Navigation Company in pursuance of the provisions of the lease and with respect to the determination by arbitration in accordance with the Arbitration Acts 1889-1934 or any statutory modification or re-enactment thereof for the time being in force of any disputes or matters arising out of the lease And also all such incidental or supplemental provisions as may be requisite for giving effect to the intentions of the parties hereto as hereinbefore expressed.

14.—(1) The Railway Company shall include in the next Bill promoted by them in Parliament and use their best endeavours to obtain the passing into law of a clause or clauses conferring on each of the parties hereto all necessary powers for carrying into effect this agreement either as it stands or with such modifications only as shall be agreed to by both of the parties hereto.

(2) If the Railway Company shall not promote a Bill in either of the next two sessions of Parliament or if such clause or clauses as aforesaid shall not have been passed into law before the first day of October one thousand nine hundred and thirty-eight the Navigation Company shall be at liberty to include in any Bill promoted by them in the next three following sessions of Parliament the like clause or clauses and the Railway Company shall support and use their best endeavours to secure the passing into law of such clause or clauses.

(3) If no such clause or clauses as aforesaid shall have been passed into law before the first day of October one thousand nine hundred and forty-one either of the parties hereto may by notice in writing to the other rescind this agreement which shall thereupon become null and void.

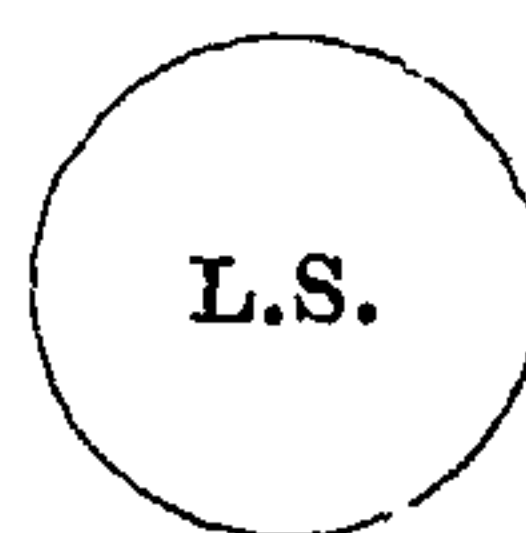
(4) The Railway Company shall be at liberty to include in any Bill promoted by them containing such clause or clauses as aforesaid any further clauses which they may think fit with respect to that part of the canal not to be included in the lease and the Navigation Company shall not oppose any such further clauses except in so far as may be necessary in order to protect their interests (if any) affected thereby.

15. The costs and expenses of each of the parties hereto of and incidental to the preparation and execution of this agreement and of the lease and the counterpart thereof shall be borne and paid by such party.

[1 EDW. 8. & *London and North Eastern* [Ch. liii.]
[1 GEO. 6.] *Railway Act, 1937.*

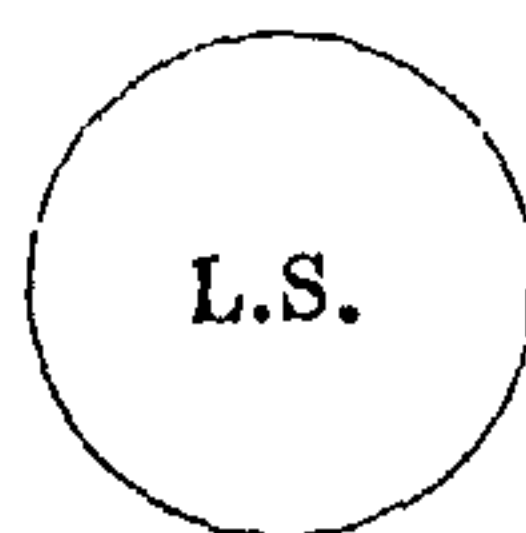
In witness whereof the Railway Company and the Navigation Company have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1937.

The common seal of the LONDON
AND NORTH EASTERN RAILWAY
COMPANY was hereunto affixed
in the presence of



(Sgd.) P. J. DOWSETT
Assistant secretary
7723.

The common seal of the TRENT
NAVIGATION COMPANY was
hereunto affixed in the
presence of



(Sgd.) ROBT. HUTCHINSON
(Sgd.) F. RAYNER
(Sgd.) W. FRASER Secretary.

} Directors.

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