

British Transport Commission Act, 1960

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**CHAPTER xlvii**

An Act to empower the British Transport Commission to construct works and to acquire lands to confirm an agreement between the Commission and the National Trust for Places of Historic Interest or Natural Beauty relating to the Stratford-on-Avon Canal to extend the period during which legal proceedings in respect of the River Kennet Navigation and the Kennet and Avon Canal are restricted to authorise the closing for navigation of portions of certain canals to extend the time for the compulsory purchase of certain lands to confer further powers on the Commission and for other purposes. [29th July 1960.]

WHEREAS by the Transport Act 1947 the British Transport Commission (in this Act referred to as "the Commission") were established:

And whereas it is the general duty of the Commission under the Transport Act 1947 as amended by the Transport Act 1953 (inter alia) to provide railway services for Great Britain to provide or secure the provision of an adequate and properly co-ordinated system of passenger transport for the London Passenger Transport Area and to provide in such places and to such extent as may appear to the Commission to be expedient facilities for traffic on inland waterways and port facilities due regard being had to efficiency economy and safety of operation and to the needs of the public and of agriculture commerce and industry:

And whereas it is expedient that the Commission should be empowered to construct the works authorised by this Act and to acquire the lands referred to in this Act:

And whereas the Commission are the owners of the Stratford-on-Avon Canal and it is expedient that the agreement made between the Commission and the National Trust for Places of Historic Interest or Natural Beauty a copy of which is set forth in the Second Schedule to this Act should be confirmed and that the other provisions of this Act with respect to the said canal should be enacted:

And whereas it is expedient to extend the period during which legal proceedings in respect of the River Kennet Navigation and the Kennet and Avon Canal are restricted by the British Transport Commission Act 1956:

And whereas the Commission are the owners of the Birmingham Canal the Titford Canal the Dudley Canal the Walsall Canal and the Stourbridge Canal:

And whereas there has not for some time past been any traffic on the portions of the said last-mentioned canals in this Act referred to and it is expedient that the Commission should be relieved of their obligations to maintain the same for navigation:

And whereas it is expedient that the Commission should be authorised to abandon and discontinue their Strood Dock:

And whereas the Commission are the owners of an ancient ferry across the river Thames from Gravesend and Milton next Gravesend in the county of Kent to Chadwell and West Tilbury in the county of Essex and are the lessees of another ancient ferry from Chadwell and West Tilbury to Gravesend and Milton:

And whereas the Commission are also authorised by the London Tilbury and Southend Extension Railway Act 1852 to maintain a steam communication between Gravesend and Milton and Chadwell and West Tilbury:

And whereas the tunnel for vehicular traffic under the river Thames authorised by the Dartford Tunnel Acts 1930 to 1957 is now in course of construction:

And whereas it is expedient that the Commission should be relieved as from an appointed day from certain of their legal obligations in respect of the said ancient ferries and that the enactments relating to the said steam communication should be amended as in this Act provided:

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

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

And whereas plans and sections showing the lines or situations and levels of the works to be constructed under the powers of this Act and plans of the lands authorised to be acquired or used by this Act 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 duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the clerks of the county councils of the several counties and the town clerks of the several county boroughs within which the said works will be constructed or the said lands are situated which plans sections and book of reference are respectively referred to in this Act as the deposited plans the deposited sections and the deposited 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 Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

PART I

PRELIMINARY

1.—(1) This Act may be cited as the *British Transport Commission Act 1960*.

Short and
collective
titles.

(2) The *British Transport Commission Acts 1947 to 1959* and this Act may be cited together as the *British Transport Commission Acts 1947 to 1960*.

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

Division of
Act into
Parts.

Part I.—Preliminary.

Part II.—Works.

Part III.—Docks and inland waterways.

Part IV.—Lands.

Part V.—Protective provisions.

Part VI.—Miscellaneous.

3.—(1) In this Act unless there be something in the subject or context repugnant to such construction the several words

Interpretation.

PART I
—cont.

and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have in relation to the relative subject-matter the same respective meanings and—

- “ the Act of 1845 ” means the Railways Clauses Consolidation Act 1845;
- “ the Act of 1863 ” means the Railways Clauses Act 1863;
- “ the Act of 1947 ” means the Transport Act 1947;
- “ the Commission ” means the British Transport Commission and any reference to the Commission in relation to any functions of the Commission which are for the time being delegated to an executive in pursuance of section 5 of the Act of 1947 shall be construed as a reference to that executive;
- “ enactment ” includes any public general local or private Act and any order or other instrument having the force of an Act;
- “ the Lands Clauses Acts ” means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 the Lands Tribunal Act 1949 the Town and Country Planning Acts 1947 to 1959 and this Act;
- “ the limits of deviation ” means the limits of deviation shown on the deposited plans;
- “ the Minister ” means the Minister of Transport;
- “ the tribunal ” means the Lands Tribunal;
- “ the works ” means the works authorised by Part II (Works) of this Act.

(2) Unless the context otherwise requires any reference in this Act to an Act of any of the years from 1949 to 1959 shall be construed as a reference to the British Transport Commission Act of that year.

(3) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied extended amended or varied by or by virtue of any subsequent enactment including this Act.

(4) All distances and lengths stated in any description of works powers or lands shall be construed as if the words “ or thereabouts ” were inserted after each such distance and length and distances between points on a railway road river or waterway shall be taken to be measured along the railway road river or waterway as the case may be.

(5) Unless the context otherwise requires any reference in this Act to a work identified by the number of such work shall be construed as a reference to the work of that number authorised by this Act.

4. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with or varied by the provisions of this Act are incorporated with and form part of this Act and this Act shall be deemed to be the special Act for the purposes of the said incorporated enactments:—

PART I
—cont.

Incorporation
of general
Acts.

- (a) the Lands Clauses Acts except sections 127 to 133 of the Lands Clauses Consolidation Act 1845;
- (b) the Act of 1845 except sections 7 8 9 19 20 22 23 110 111 and 143 thereof and Part I (relating to construction of a railway) and Part II (relating to extension of time) of the Act of 1863:

Provided that—

(i) for the purposes of the provisions of the Act of 1845 and the Act of 1863 as incorporated with this Act—

(A) the expression “the company” where used in the said incorporated provisions means the Commission;

(B) Works Nos. 2 3 5 12 23 33 38 42 44 45 and the line of railway authorised by section 12 (Further works and powers) of this Act shall be deemed to be railways authorised by the special Act;

(ii) for the purposes of sections 16 and 30 to 44 of the Act of 1845 as incorporated with this Act Works Nos. 4 7 11 22 26 27 28 32 39 40 41 and 43 shall be deemed to be railways authorised by the special Act;

(iii) the provisions of sections 18 and 21 of the Act of 1845 shall not extend to regulate the relations between the Commission and any other person in respect of any matter or thing concerning which those relations are regulated in any respect—

(A) by the provisions of Part II of the Public Utilities Street Works Act 1950; or

(B) by the provisions of section 39 (For protection of gas water and electricity undertakers) of the Act of 1952 as incorporated with this Act.

PART II

WORKS

5.—(1) Subject to the provisions of this Act the Commission Power to may in the lines or situations shown on the deposited plans and make works.

PART II
—cont.

according to the levels shown on the deposited sections make and maintain the works hereinafter described with all necessary works and conveniences connected therewith:—

In the county of London—

(Railway at
Victoria)

Work No. 1 A railway (three hundred yards in length) wholly in the city of Westminster commencing under the Commission's railway at Victoria Station by a junction with Work No. 1 authorised by the Act of 1955 at a point two hundred and forty-eight yards north-east of Eccleston Bridge and terminating at a point twenty-five yards north-west of the junction of Belgrave Road and Gillingham Street;

(Westminster
Station tunnel
enlargement)

Work No. 2 An enlargement of the tunnel of the District Railway in the city of Westminster commencing at the north-eastern end of the station tunnel of Westminster Station and terminating at a point thirty yards north-east thereof in the running tunnel of the District Railway;

(Enlargement
of tunnel at
Highbury)

Work No. 3 An enlargement of the north-bound tunnel of the Northern City line in the metropolitan borough of Islington commencing at a point fifteen yards north-west of the junction of Edwards Cottages with Canonbury Road and terminating at a point eighty yards north-west thereof:

In the county of Bedford—

(Bridge recon-
struction at
Sandy)

Work No. 4 A reconstruction of the bridge at Sandy Station in the urban district of Sandy over the railways between King's Cross and York and between Cambridge and Bedford:

In the county of East Sussex—

(Bridge
widening at
Balcombe)

Work No. 5 A widening on both sides thereof of the bridge in the parish of Balcombe in the rural district of Cuckfield carrying the railway between Three Bridges and Balcombe over Rocks Lane:

In the county of the Isle of Ely—

(Railway at
Murrow)

Work No. 6 A railway (one hundred and fifty-three yards in length) wholly in the parish of Wisbech St. Mary in the rural district of Wisbech commencing by a junction with the Peterborough Wisbech and Sutton Bridge railway at a point ninety-three yards west of the point where that railway is crossed on the level by the railway between Spalding and March and terminating by a junction with the last-mentioned railway at a point seventy-eight yards south-east of the said crossing:

In the county of Kent—

Work No. 7 A reconstruction in the urban district of Ashford of the bridge carrying Beaver Road over the railway between Pluckley and Ashford: (Bridge reconstruction at Ashford)

PART II
—cont.

In the county of Leicester—

Work No. 8 A railway (one thousand five hundred and eighteen yards in length) wholly in the parish of Sproxton in the rural district of Melton and Belvoir being a deviation of the railway between Sproxton and Colsterworth commencing by a junction with the said railway at a point four hundred yards east of the road from Sproxton to Saltby and terminating by a junction with the said railway at a point one thousand nine hundred and four yards east of the said road: (Railway at Sproxton)

In the county of the Soke of Peterborough—

Work No. 9 A railway (one mile two hundred and ninety-seven yards in length) wholly in the borough of Peterborough being a deviation of the Peterborough to Stamford railway commencing at a point one thousand and eighty-three yards south of the bridge carrying the Peterborough Wisbech and Sutton Bridge railway over the said railway and terminating at a point thirty-three yards south of Sages Lane: (Railway at Peterborough)

In the county of Salop—

Work No. 10 A railway (two miles two hundred and fifty-two yards in length) wholly in the parish of Wrockwardine in the rural district of Wellington being a deviation of the railway between Shrewsbury and Wellington commencing at a point three hundred and ten yards west of the bridge carrying the road from Wroxeter to Admaston over the said railway and terminating at a point forty-eight yards west of the bridge carrying the said railway over the road from Allscott to Admaston; (Railway at Walcot)

Work No. 11 A diversion in the said parish of Wrockwardine of the road from Charlton to Walcot; (Road diversion at Walcot)

Work No. 12 A bridge in the said parish of Wrockwardine over Work No. 11 one hundred and forty-five yards south of the bridge carrying the railway between Shrewsbury and Wellington over the road from Charlton to Walcot; (Bridge at Walcot)

Work No. 13 A railway (seven hundred and ninety-two yards in length) wholly in the said parish of Wrockwardine commencing by a junction with the railway between Shrewsbury and Wellington at a point one hundred and ninety-eight yards east of the bridge (Railway at Admaston)

PART II
—cont.

carrying the road from Wrockwardine to Admaston over the said railway and terminating by a junction with the railway between Market Drayton and Wellington at a point seventy yards south of the bridge carrying the road from Admaston to Hadley over the last-mentioned railway:

In the city and county borough of Leeds—

(Railways at
Leeds)

Work No. 14 A railway (seven hundred and fifty-seven yards in length) commencing by a junction with the Leeds and Bradford railway at a point thirteen yards east of the bridge carrying that railway over Gelderd Road and terminating by a junction with the said railway on the bridge carrying that railway over Globe Road;

Work No. 15 A railway (one thousand one hundred and forty-seven yards in length) commencing by a junction with the Bradford Wakefield and Leeds railway at a point two hundred and forty yards south-west of the bridge carrying that railway over Spence Lane and terminating by a junction with the Leeds and Bradford railway on the bridge carrying the last-mentioned railway over Globe Road;

Work No. 16 A railway (five hundred and thirty-seven yards in length) commencing by a junction with Work No. 15 at a point one hundred and thirty-two yards south-west of the bridge carrying the Bradford Wakefield and Leeds railway over Spence Lane and terminating by a junction with Work No. 18 at a point fifty-five yards west of the bridge carrying the Leeds and Bradford railway over Whitehall Road;

Work No. 17 A railway (two hundred and thirty-eight yards in length) commencing by a junction with the Leeds Bradford and Halifax railway at a point one hundred and forty yards south-west of the bridge carrying that railway over Spence Lane and terminating by a junction with Work No. 15 at a point ninety yards north-east of the said bridge;

Work No. 18 A railway (two hundred and thirty yards in length) commencing by a junction with the Leeds Dewsbury and Manchester railway at a point twelve yards north-east of the bridge carrying that railway over the footpath between Sutton Street and Talavera Street and terminating by a junction with Work No. 14 at a point four yards east of the bridge carrying the Leeds and Bradford railway over Whitehall Road;

Work No. 19 A railway (one hundred yards in length) commencing by a junction with Work No. 14 at a point eighty yards south-east of the bridge carrying the Leeds and Bradford railway over Whitehall Road and terminating by a junction with the said railway at a point one hundred and eighty yards south-east of the said bridge;

Work No. 20 A railway (two hundred and eight yards in length) commencing by a junction with Work No. 14 at a point ninety yards south-west of the bridge carrying the Leeds and Bradford railway over Globe Road and terminating by a junction with the Wortley and Leeds railway at a point sixty yards north-east of the bridge carrying the last-mentioned railway over Globe Road;

Work No. 21 A railway (one hundred and forty-six yards in length) commencing by a junction with the Leeds and Bradford railway at a point one hundred and eight yards south of the bridge carrying the said railway over Globe Road and terminating by a junction with Work No. 20 at a point seven yards north-west of the bridge carrying the Wortley and Leeds railway over Globe Road;

Work No. 22 A bridging over of a portion of the river Aire between Aire Street and Leeds City railway station; (Bridging over of portion of river Aire)

Work No. 23 A widening on the south-west side thereof of the bridge carrying the railway from Bradford to Leeds over Oldfield Lane: (Bridge widening at Leeds)

In the city and county borough of Leeds and in the West Riding of the county of York—

Work No. 24 A railway (six hundred and sixty yards in length) commencing in the city and county borough of Leeds by a junction with the railway to the Stourton Up sidings at a point two hundred and seventeen yards north-west of the bridge carrying Pepper Road over the Leeds and Derby railway and terminating in the urban district of Rothwell by a junction with the railway between Hunslet East and Beeston Junction at the south-west end of the bridge carrying that railway over Wakefield Road; (Railways at Stourton)

Work No. 25 A railway (two miles five hundred and forty-eight yards in length) commencing in the city and county borough of Leeds by a junction with the Leeds and Derby railway at a point ninety yards west of the bridge carrying Balm Road over that railway and terminating in the urban district of

PART II
—cont.(Road
diversion
and bridge
reconstruction
at Stourton)

Rothwell by a junction with the said railway at a point one thousand five hundred and forty yards east of the bridge carrying that railway over Pontefract Road;

Work No. 26 A diversion of the Exeter-Leeds trunk road partly in the city and county borough of Leeds and partly in the urban district of Rothwell and a reconstruction in the said urban district of the bridge carrying that road over the Leeds and Derby railway:

In the city and county borough of Sheffield—

(Diversion of
Sheffield and
Tinsley Canal)

Work No. 27 A diversion of a portion of the Sheffield and Tinsley Canal (two hundred and seventy yards in length) commencing at a point two hundred and fifty-seven yards north-east of the bridge carrying the Sheffield District railway over the said canal and terminating at a point thirteen yards south-west of the said bridge;

(Enlargement
of canal basin
at Sheffield)

Work No. 28 An enlargement on the eastern side thereof of the canal basin adjacent to and on the south-west side of the bridge carrying the Sheffield District railway over the Sheffield and Tinsley Canal;

(Railways at
Sheffield)

Work No. 29 A railway (nine hundred and fifty yards in length) commencing by a junction with the railway between Sheffield and Doncaster at a point seven hundred and forty-eight yards south-west of the bridge carrying the Sheffield District railway over the said railway and terminating by a junction with Work No. 31 at a point thirty-four yards south-east of the bridge carrying the Sheffield District railway over Shepcote Lane;

Work No. 30 A railway (seven hundred and eighty yards in length) commencing by a junction with the railway between Sheffield and Doncaster at a point four hundred and sixty yards north-east of the bridge carrying the Sheffield District railway over the said railway and terminating by a junction with Work No. 31 at a point twenty yards north-west of the bridge carrying the Sheffield District railway over Shepcote Lane:

In the city and county borough of Sheffield and in the West
Riding of the county of York—

Work No. 31 A railway (two miles fifty yards in length) commencing in the city and county borough of Sheffield by a junction with the Sheffield District railway at a point one hundred and seventy-one yards north-west of the bridge carrying that railway over Shepcote Lane passing through the parish of

Brinsworth in the rural district of Rotherham and terminating in the parish of Catcliffe in the said rural district by a junction with the said railway at a point forty-three yards west of the bridge carrying that railway over Frederick Street;

Work No. 32 A diversion in the said parishes of Brinsworth and Catcliffe and in the city and county borough of Sheffield of the road known as Wood Lane between the points marked "H" "J" and "G" on the deposited plans: (Road diversion at Sheffield)

In the West Riding of the county of York—

Work No. 33 A bridge in the said parish of Catcliffe over Work No. 32; (Bridge at Sheffield)

Work No. 34 A railway (five hundred and thirty-five yards in length) wholly in the parish of Treeton in the rural district of Rotherham commencing by a junction with the Sheffield District railway at a point forty-six yards east of the bridge carrying that railway over the river Rother and terminating by a junction with the railway between Rotherham and Chesterfield at a point thirty-seven yards south of the bridge carrying the last-mentioned railway over the river Rother; (Railway at Sheffield)

Work No. 35 A railway (seven hundred and seventy yards in length) wholly in the parish of North Elmsall in the rural district of Hemsworth commencing by a junction with the Hull and Barnsley railway at a point seven hundred and thirty-three yards west of the bridge carrying Sheepwalk Lane over the said railway and terminating by a junction with the railway between Mexborough and Hull at a point three hundred and thirty-three yards south of the bridge carrying Wrangbrook Lane over the last-mentioned railway: (Railway at Wrangbrook)

In the county of Monmouth—

Work No. 36 A railway (one thousand seven hundred and fifty-eight yards in length) wholly in the rural district of Magor and St. Mellons commencing in the parish of Bishton by a junction with the South Wales railway at a point twelve yards east of the level crossing whereby the road from Bishton to Redwick is crossed by the said railway passing through the parish of Wilcrick and terminating in the parish of Llandevenny by a junction with the said railway at a point twenty yards west of the bridge carrying the road from Llandevenny to Magor over that railway; (Railways at Bishton)

Work No. 37 A railway (one thousand three hundred and seventy yards in length) wholly in the said rural district commencing in the parish of Bishton by

PART II
—cont.

a junction with the South Wales railway at a point four yards east of the level crossing whereby the road from Bishton to Redwick is crossed by the said railway passing through the parish of Wilcrick and terminating in the parish of Llandevenny by a junction with the said railway at a point four hundred and six yards west of the bridge carrying the road from Llandevenny to Magor over that railway:

In the county borough of Newport—

(Bridge
widening at
Newport)

Work No. 38 A widening on the south-western side thereof of the bridge carrying the railway between Newport and Severn Tunnel Junction over Wharf Road:

In the county of Buckingham—

(Road
diversion at
Swanbourne)

Work No. 39 A diversion in the parish of Little Horwood in the rural district of Winslow of the road from Winslow to Little Horwood;

(Bridge recon-
struction and
lengthening
and road
diversion at
Swanbourne)

Work No. 40 A diversion in the parishes of Little Horwood and Mursley in the rural district of Winslow of the road from Mursley to Little Horwood and a reconstruction and lengthening of the bridge carrying that road over the Oxford and Bletchley railway:

In the county of Gloucester—

(Road
diversion at
Gloucester)

Work No. 41 A diversion partly in the parish of Haresfield and partly in the parish of Brookthorpe-with-Whaddon in the rural district of Gloucester of the road from Harescombe to Hardwicke;

(Bridges at
Gloucester)

Work No. 42 Three bridges over Work No. 41 in the said parish of Brookthorpe-with-Whaddon:

In the city and county borough of Gloucester—

(Road
diversion at
Gloucester)

Work No. 43 A diversion of the road from Whaddon to Lower Tuffley;

(Bridge
widening at
Gloucester)

Work No. 44 A widening on the south-eastern side thereof of the bridge carrying the railways between Bristol and Gloucester and Swindon and Gloucester over the road from Whaddon to Lower Tuffley;

(Bridge at
Gloucester)

Work No. 45 A bridge over Work No. 43.

(2) Subject to the provisions of this Act and within the limits of deviation the Commission may in carrying out Works Nos. 4 7 11 26 32 39 40 41 and 43 make junctions with and may alter the line or level of any street or way interfered with by or contiguous to the said works and may alter and interfere with any steps walls gateways railings passages pipes and pavements and may execute any works for the protection of any adjoining land or building.

6. Notwithstanding anything in section 6 (Power to deviate) of the Act of 1949 as incorporated with this Act the Commission shall not in the construction of Work No. 1 deviate vertically from the levels thereof shown on the deposited sections to a greater extent upwards than ten feet but they may deviate downwards from such levels to such extent as may be found necessary or convenient.

PART II
—cont.

As to limits of vertical deviation in respect of Work No. 1.

7.—(1) In this section “the existing road” means so much of the Exeter-Leeds trunk road as lies between the commencement and termination of Work No. 26 and includes the structure of the bridge carrying that road over the Leeds and Derby railway.

As to diversion of trunk road at Stourton.

(2) Upon the completion of Work No. 26 to the satisfaction of the Minister the said work shall by virtue of this section vest in the Minister and shall for all purposes become part of the said trunk road and the provisions of subsection (1) of section 58 of the Highways Act 1959 and of subsections (2) (4) and (5) of section 229 of that Act shall apply to the reconstructed bridge included in Work No. 26 as if it had been transferred to the Minister by virtue of the said section 229 but subsection (2) of section 58 of the said Act shall not apply to the said reconstructed bridge.

(3) Upon the completion to the satisfaction of the Minister of Work No. 26 and the opening to public traffic of the road comprised in that work the existing road shall cease to be a trunk road and shall by virtue of this section vest in the Commission for all the estate or interest of the Minister therein and all rights of way over or along the existing road shall be extinguished and the Commission may appropriate without making any payment therefor and use for the purposes of their undertaking the site of the existing road.

(4) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

(5) The provisions of this section shall in respect of Work No. 26 be in substitution for section 15 (Stopping up roads and footpaths in case of diversion or substitution) of this Act and for section 14 (Provision as to repair of roads and footpaths) of the Act of 1950.

8.—(1) Notwithstanding anything in the Act of 1845 as incorporated with this Act the Commission may construct

As to dimension of bridge etc.

PART II
—cont.

Work No. 38 with the same height as the existing bridge carrying the railway between Newport and Severn Tunnel Junction over Wharf Road.

(2) The Commission shall erect a good and sufficient fence on each side of the new or reconstructed bridges and lengthening of a bridge comprised in Works Nos. 4 7 26 32 and 40.

Power to open
surface of
street.

9.—(1) Subject to the provisions of this Act the Commission may for the purpose of constructing Work No. 2 enter upon open break up and interfere with so much of the surface of Victoria Embankment in the city of Westminster as is within the limits of deviation.

(2) Before breaking up and interfering with any portion of the surface of the said street under the powers of this section the Commission shall give to the Minister not less than fourteen days' previous notice of their intention so to do.

Power to
cross road
at Wisbech
St. Mary on
the level.

10. Subject to the provisions of this section and to the provisions of the Act of 1845 and of Part I (relating to the construction of a railway) of the Act of 1863 with respect to the crossing of roads on the level the Commission may in the construction of Work No. 6 carry the same by a single line of railway across and on the level of the road between Murrow and Rogues Alley numbered on the deposited plans 2 in the parish of Wisbech St. Mary.

Period for
completion
of certain
railways.

11. If Works Nos. 6 8 9 10 13 14 15 16 17 18 19 20 21 24 25 29 30 31 34 35 36 and 37 are not completed within the period expiring on the thirty-first day of December nineteen hundred and sixty-six then on the expiration of that period the powers by this Act granted to the Commission for making and completing the said works respectively or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Further works
and powers.

12.—(1) Subject to the provisions of this Act (and in so far as the same are shown on the deposited plans and sections in the lines or situations and according to the levels as shown) the Commission may make and maintain the works described in this section with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned:—

(a) In the city and county borough of Gloucester—

they may stop up and discontinue—

(i) so much of the footpath leading from Toots Farm to Quedgeley as lies between the points marked "L" and "M" on the deposited plans;

(ii) so much of the footpath leading from Grange Road to Quedgeley as lies between the points marked "N" and "P" on the deposited plans;

(b) In the city and county borough of Leeds—

they may stop up and discontinue—

(i) so much of Talavera Street as lies between the points marked "A" and "B" on the deposited plans;

(ii) the road known as Sandford Street between the points marked "C" and "D" on the deposited plans;

(c) In the city and county borough of Sheffield—

they may stop up and discontinue—

(i) so much of the footpath leading from Shepcote Lane to Parkhouse Lane as lies between the points marked "A" and "B" on the deposited plans;

(ii) so much of Parkhouse Lane as lies between the points marked "B" "C" and "D" on the deposited plans;

(iii) so much of the footpath leading from Parkhouse Lane to Brinsworth as lies between the points marked "C" and "E" on the deposited plans;

(d) In the county of Buckingham—

(i) In the parishes of Little Horwood and Swanbourne in the rural district of Winslow—

they may stop up and discontinue so much of the footpaths to Little Horwood from Winslow and from the road between Swanbourne and Swanbourne Station as lies between the points marked "C" and "D" and "E" and "F" on the deposited plans;

(ii) In the parish of Little Horwood in the rural district of Winslow—

they may stop up and discontinue so much of the footpath from Little Horwood to Mursley as lies between the points marked "J" and "K" on the deposited plans;

(e) In the East Riding of the county of York—

(i) In the parish of Barlby in the rural district of Derwent—

they may stop up and discontinue so much of the road known as Sand Lane which is crossed by the

PART II
—cont.

railway between Riccall and Selby at the level crossing known as Sand Lane crossing as lies within the boundaries of their property;

- (ii) In the parish of Keyingham in the rural district of Holderness—

they may stop up and discontinue so much of the road known as New Road which is crossed by the railway between Keyingham and Ottringham at the level crossing known as Keyingham Road crossing as lies within the boundaries of their property;

- (f) In the county of Essex—

In the urban district of Benfleet—

they may stop up and discontinue—

(i) so much of Ferry Road which is crossed by the railway at Benfleet Station at the level crossing known as Ferry Road crossing as lies within the boundaries of their property; and

(ii) the footbridge adjacent to the said level crossing;

- (g) In the county of Gloucester—

In the parishes of Haresfield and Brookthorpe-with-Whaddon in the rural district of Gloucester—

they may stop up and discontinue the roads or footpaths between the points marked "B" and "G" "F" and "G" "D" and "F" "D" and "E" "B" and "D" "H" and "J" and "K" and "J" on the deposited plans;

- (h) In the county of Kent—

In the parish of Harrietsham in the rural district of Hollingbourn—

they may stop up and discontinue so much of the footpath leading from Harrietsham to Hauteville as lies between the points marked "A" "B" "C" and "D" on the deposited plans and may substitute therefor a new footpath and footbridge between the points marked "A" "E" "F" "G" "H" "J" and "D" on the deposited plans;

- (i) In the county of Lancaster—

In the urban district of Blackrod—

they may stop up and discontinue so much of the road known as Factory Brow which is crossed by the

railway between Blackrod and Adlington at the level crossing known as Anderton Hall crossing as lies within the boundaries of their property;

(j) In the county of Lincoln (Parts of Kesteven)—

In the parish of Easton in the rural district of West Kesteven—

they may make and maintain one additional line of railway across and on the level of Burton Lane at the place where the said road is crossed on the level by the railway between Colsterworth and Highdyke Junction and in connection therewith they may alter the level of the said road;

(k) In the county of Middlesex—

In the borough of Southgate and in the urban district of Friern Barnet—

they may stop up and discontinue the footpath crossing the railway at New Southgate Station by means of a footbridge between the points marked "A" and "B" on the deposited plans and may substitute therefor a new footpath between the points respectively marked "C" "E" and "D" and "E" and "F" on the deposited plans;

(l) In the county of Monmouth—

(i) In the parish of Bishton in the rural district of Magor and St. Mellons—

they may stop up and discontinue so much of the road formerly leading from Redwick to Wilcrick as lies between the points marked "A" and "B" on the deposited plans;

(ii) In the parish of Llandevenny in the rural district of Magor and St. Mellons—

they may stop up and discontinue so much of the footpath between the Wilcrick Moor Reen and Llandevenny as lies between the points marked "C" and "D" on the deposited plans;

(m) In the county of Norfolk—

In the urban district of Wymondham—

they may stop up and discontinue so much of the road known as Love Lane which is crossed by the railway between Wymondham and Kimberley Park at the level crossing known as Love Lane crossing as lies within the boundaries of their property;

PART II
—cont.

(n) In the county of Salop—

In the parish of Wrockwardine in the rural district of Wellington—

they may stop up and discontinue—

(i) so much of the footpath leading from Admaston Road to the road between Charlton and Wrockwardine as lies between the points marked “ G ” and “ H ” on the deposited plans;

(ii) so much of the bridleway leading from the road between Charlton and Wrockwardine to Allscott as lies between the points marked “ J ” and “ K ” on the deposited plans;

(iii) so much of the footpath between Allscott and Tiddicross as lies between the points marked “ L ” and “ M ” on the deposited plans;

(o) In the county of the Soke of Peterborough—

In the borough of Peterborough—

they may stop up and discontinue—

(i) so much of the road leading from the lands numbered 11 on the deposited plans to lands on the east side of the railway between Peterborough and Stamford as crosses the said railway on the level between the points marked “ A ” and “ B ” on the deposited plans;

(ii) so much of the road known as Sages Lane crossing the said railway on the level as lies between the points marked “ C ” and “ D ” on the deposited plans;

(p) In the county of Stafford—

In the parish of Berkswich (formerly Baswich) in the rural district of Stafford—

they may stop up and discontinue so much of the road formerly leading from Brocton to Tixall numbered 1 on the deposited plans as is situate within the line marked “ Limit of roadway to be stopped up ” on the said plans;

(q) In the West Riding of the county of York and in the city and county borough of Sheffield—

they may stop up and discontinue so much of the footpath leading from Parkhouse Lane in the city and county borough of Sheffield to Wood Lane in

the parish of Catcliffe in the rural district of Rotherham as lies between the points marked "C" and "F" on the deposited plans;

(r) In the West Riding of the county of York—

(i) In the parish of Hampole in the rural district of Doncaster—

they may stop up and discontinue so much of the road known as Hazel Lane which crosses the railway between Carcroft and South Elmsall by means of a bridge as lies within the boundaries of their property;

(ii) In the urban district of Rothwell—

they may stop up and discontinue so much of the footpaths from Pontefract Road to Rothwell Haigh Colliery and Wakefield Road as lies between the points marked "A" and "B" and "C" and "D" respectively on the deposited plans;

(s) In the county of Worcester—

In the parish of Church Honeybourne in the rural district of Evesham—

they may stop up and discontinue the footpaths between the points marked "A" "B", and "C" and "D" "C" and "E" on the deposited plans and may substitute therefor a new footpath between the points marked "A" "E" "F" "G" and "H" on the deposited plans.

(2) Paragraph (k) of subsection (1) of section 14 (Further works and powers) of the Act of 1957 is hereby repealed.

(3) The stopping up under this section of the level crossings respectively known as Keyingham Road crossing in the parish of Keyingham Anderton Hall crossing in the urban district of Blackrod and Love Lane crossing in the urban district of Wymondham shall not affect the right of persons on foot to use the same and the Commission shall provide and maintain for the convenience of such persons wicket gates on both sides of the railway at the said level crossings.

(4) The stopping up under this section of the part of Talavera Street in the city and county borough of Leeds shall not affect the right of persons on foot to use a path between the points marked "A" and "B" on the deposited plans of the same width and in extension of the path between Sutton Street and Talavera Street.

PART II
—cont.

(5) The stopping up under this section of part of the road known as Sand Lane in the parish of Barlby shall not take place until a new road between Sand Lane and the road from Riccall to Barlby has been constructed on the east side of the railway and opened for public use.

(6) The stopping up under this section of part of Ferry Road in the urban district of Benfleet shall not take place until a new road in substitution therefor has been constructed under the railway and opened for public use.

(7) Notwithstanding anything in section 47 of the Act of 1845 the Commission may at the level crossing known as Burton Lane crossing in the parish of Easton in lieu of constructing and maintaining gates closing across the railway so as to fence in the whole of the railway on both sides of the road construct and maintain cattle grids as defined in section 87 of the Highways Act 1959 extending across any part of the railway which is not fenced in by gates when the said level crossing is open to road traffic.

As to certain
level crossings.

13.—(1) As from the passing of this Act all rights of way over the level crossing referred to in Part I of the First Schedule to this Act shall be extinguished.

(2) As from the passing of this Act all rights of way over the level crossings referred to in Part II of the said schedule other than a right of way for all persons to use those level crossings as a bridleway or on foot shall be extinguished and the Commission shall provide and maintain on both sides of the railway at each of the said level crossings gates for the convenience of persons on horseback or leading horses and persons on foot.

(3) As from the passing of this Act all rights of way over the level crossings referred to in Part III of the said schedule other than a right of way for all persons to use those level crossings on foot shall be extinguished and the Commission shall provide and maintain on both sides of the railway at each of the said level crossings wicket gates or stiles for the convenience of persons on foot.

(4) The provisions of the Highway (Railway Crossings) Act 1839 of section 9 of the Railway Regulation Act 1842 of section 47 of the Act of 1845 and of sections 5 6 and 7 of the Act of 1863 and any other provisions to the same or similar effect incorporated with or contained in any enactment relating to any of the level crossings referred to in the said schedule shall cease to apply to those level crossings.

(5) The level crossings referred to in the said schedule (including the gates thereof other than the gates provided in pursuance of

subsections (2) and (3) of this section) shall be deemed for all purposes to be works provided by the Commission at the passing of this Act pursuant to section 68 of the Act of 1845 for the accommodation of the owners and occupiers of the lands adjoining the railway at each of the said level crossings respectively (that is to say) for the purpose of making good any interruptions caused by such railway to the use of the lands through which the same has been made as if the making of such railway had been authorised by this Act.

PART II
—cont.

(6) Any person who suffers loss by the extinguishment under this section of such private rights of way (if any) as may exist over the level crossings referred to in the said schedule shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

14.—(1) Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place (except as to so much of the road or footpath or portion thereof authorised to be stopped up as is situated upon or bounded on both sides by property of which the Commission are the owners in possession) without the consent of the owners lessees and occupiers of the houses and lands abutting on both sides thereof.

Stopping up
roads and
footpaths
without
providing
substitute.

(2) After such stopping up all rights of way over or along the road or footpath or portion thereof authorised to be stopped up shall be extinguished and the Commission may subject to the provisions of the Act of 1845 with respect to mines lying under or near the railway appropriate without making any payment therefor and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up.

(3) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

15.—(1) Where this Act authorises—

- (a) the diversion of an existing road or footpath; or
- (b) the making of a new road or footpath and the stopping up of an existing road or footpath or portion thereof;

Stopping up
roads and
footpaths in
case of
diversion or
substitution.

the stopping up of the existing road or footpath shall not in either case take place until the new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Commission and the road authority until the Minister has certified that the new road or footpath has been completed to his satisfaction and is open for public use.

PART II
—cont.

(2) Before applying to the Minister for his certificate the Commission shall give to the road authority of the district in which the existing road or footpath is situated seven days' notice in writing of their intention to apply for the same.

(3) As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate (as the case may be) all rights of way over or along the existing road or footpath or portion thereof authorised to be diverted or stopped up shall be extinguished and the Commission may subject to the provisions of the Act of 1845 with respect to mines lying under or near the railway appropriate without making any payment therefor and use for the purposes of their undertaking the site of the road or footpath or portion thereof diverted or stopped up as far as the same is bounded on both sides by lands of the Commission.

(4) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

Incorporation
of provisions
of Acts of
1949 1950 1955
1956 and 1957
relating to
works.

16.—(1) The following provisions of the under-mentioned Acts are incorporated with and form part of this Part of this Act:—

The Act of 1949—

Section 6 (Power to deviate);

Section 7 (Repair of roads where level not permanently altered);

Section 16 (Power to make agreements with road authorities);

Section 17 (Underpinning of houses near works);

Section 18 (Power to make trial borings);

The Act of 1950—

Section 14 (Provision as to repair of roads and footpaths);

The Act of 1957—

Section 17 (Use of sewers etc. for removing water).

(2) The following provisions of the Acts of 1955 and 1956 shall extend and apply to Work No. 1 as they apply to Work No. 1 authorised by the Act of 1955:—

The Act of 1955—

Section 9 (General provisions as to mode of construction of underground railways);

Section 10 (Plans etc. to be approved by Minister before underground railways commenced);

- Section 11 (Provisions as to use of electrical power);
 - Section 12 (Compensation for damage by working);
 - Section 13 (As to interpretation of certain enactments in relation to Works Nos. 1 to 13);
 - Section 36 (For protection of Postmaster-General);
- The Act of 1956—
- Section 72 (Amendment of British Transport Commission Act 1955).

PART III

DOCKS AND INLAND WATERWAYS

17.—(1) In this section—

“the trust” means the National Trust for Places of Historic Interest or Natural Beauty;

“the scheduled agreement” means the agreement dated the seventeenth day of November nineteen hundred and fifty-nine and made between the Commission of the one part and the trust of the other part a copy of which is set forth in the Second Schedule to this Act;

“the canal” means the canal known as the Stratford-on-Avon Canal authorised by the Act 33 Geo. 3 c. 112 intituled “An Act for Making and Maintaining a Navigable Canal from the Worcester and Birmingham Canal Navigation in the Parish of King’s Norton into the Borough of Stratford upon Avon; and also certain Collateral Cuts from the said intended Canal” and the several Acts referred to in the First Schedule to the scheduled agreement as now vested in the Commission;

“the southern section of the canal” means that part of the canal (thirteen miles in length) which extends from the northern end of Lock No. 21 at Kingswood Junction in the parish of Lapworth in the county of Warwick to the southern end of Lock No. 56 in the borough of Stratford-on-Avon;

“the excepted bridges” means the bridges carrying public roads over the southern section of the canal the abutments wing walls and embankments thereof the roads thereon and the approaches thereto.

(2) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may from time to time be agreed between the parties.

As to lease to National Trust of part of Stratford-on-Avon Canal.

PART III
—cont.

(3) (a) During the continuance of the lease of the southern section of the canal (exclusive of the excepted bridges) provided for in the scheduled agreement the trust shall to the exclusion of the Commission but subject to the terms of the lease be entitled to the benefit of and to exercise all rights powers and privileges and be subject to all obligations of the Commission whether statutory or otherwise for the time being in force in respect of the premises demised by the said lease.

(b) In the event of the transfer to the trust pursuant to the provisions of the scheduled agreement of the premises demised by the said lease and of any of the excepted bridges the trust shall as from the date of such transfer and to the exclusion of the Commission be entitled to the benefit of and to exercise all rights powers and privileges and be subject to all obligations of the Commission whether statutory or otherwise in force at the date of such transfer in respect of the premises and bridges so transferred.

(4) As from the passing of this Act neither the Commission nor the trust shall be under any obligation to maintain any greater headroom under any bridge over the southern section of the canal than six feet six inches above the normal water level of the canal over a width of not less than eight feet six inches.

Continuance of temporary provisions relating to Kennet waterways.

18. The interim period referred to in Part III of the Act of 1956 (which makes temporary provision in respect of the River Kennet Navigation and the Kennet and Avon Canal) is hereby extended until the thirty-first day of December nineteen hundred and sixty-three.

Closing to navigation of certain waterways.

19.—(1) In this Part of this Act the expression “ the waterways ” means those portions of the several waterways named in the first column of the Third Schedule to this Act which are described in the second column of the said schedule which waterways were authorised by the enactments specified in the third column of the said schedule.

(2) As from the passing of this Act—

- (a) all rights of navigation along on or over the waterways and all rights of user by barges or other boats of the waterways shall cease and be extinguished; and
- (b) the Commission shall cease to be under any obligation (whether statutory or otherwise) to keep the waterways open for navigation or to maintain the same in a navigable condition or to preserve the supplies of water thereto for the purposes of navigation or to supply the waterways with water for those purposes;

but save as aforesaid nothing in this Act shall be deemed to prejudice or affect any existing rights powers or obligations in respect of the waterways.

PART III
—cont.

(3) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

(4) (a) The Commission on the one hand and any local authority highway authority statutory water undertaker or river board on the other hand may enter into and carry into effect agreements with respect to the maintenance of the waterways or any part thereof or any works connected therewith and belonging to or maintainable by the Commission or for the transfer to and vesting in any such contracting party of any of the waterways or any part thereof or of any such works as aforesaid and any such agreement may provide for the transfer to any such contracting party of all or any of the powers and obligations of the Commission in respect of the waterways or works transferred and vested as aforesaid.

(b) A statutory water undertaker shall not exercise any of the powers of this subsection for the purposes of its water undertaking except with the consent of the Minister of Housing and Local Government.

(c) A transfer to or vesting in a river board in pursuance of an agreement made under this section of any part of any of the waterways or of any of the powers and obligations of the Commission in respect thereof shall not take effect until the Minister of Agriculture Fisheries and Food has in accordance with the provisions of section 6 of the River Boards Act 1948 varied the map as approved by him under that section so as to constitute such part of the waterways a part of the main river referred to in that section.

(d) In this subsection—

“statutory water undertaker” means any company local authority board committee or other persons supplying water under an enactment;

“local authority” means the council of the county county borough or county district in which any part of the waterways is situate.

20. The waterways shall be deemed to be a watercourse for the purposes of section 259 of the Public Health Act 1936 and the county council of the administrative county within which any part of the waterways is situate may in addition to a local authority as defined in section 1 of that Act enforce the provisions of Part III of that Act where they apply by virtue of this section.

PART III
—cont.

Application of
section 33 of
Town and
Country
Planning
Act 1947.

21.—(1) For the purposes of section 33 of the Town and Country Planning Act 1947 each of the waterways shall be deemed to be a vacant site provided that this section shall cease to apply to any part of the waterways the use of which is changed after the passing of this Act pursuant to planning permission in that behalf granted under Part III of the said Act.

(2) For the purposes of the said section 33 as extended to the waterways by this section the council of a county district in whose district any part of the waterways is situate shall in addition to the local planning authority be entitled to enforce the provisions of the said section 33 as so extended.

As to use of
water from
Oxford Canal
for railway
purposes.

22.—(1) In this section “the Oxford Canal” means the canal authorised by the Act 10 Geo. 4 c. xlviii intituled “An Act to consolidate and extend the Powers and Provisions of the several Acts relating to the Oxford Canal Navigation”.

(2) The Commission shall have power and shall be deemed always to have had power to take and use water not required for the purpose of navigation from the Oxford Canal for railway locomotive purposes at their locomotive depot in the borough of Banbury in the county of Oxford and for supplying the water troughs on their railway near King’s Sutton and situate partly in the parish of East Adderbury in the rural district of Banbury in the county of Oxford and partly in the parish of Aynho in the rural district of Brackley in the county of Northampton:

Provided that the Commission shall not take from the said canal under the powers of this section more than five hundred thousand gallons of water in any one day.

Power to
abandon
Strood Dock.

23.—(1) Subject to the provisions of this Act the Commission may abandon and discontinue the maintenance and use of their basin or dock situate within the city of Rochester in the county of Kent and known as Strood Dock and thereafter they may remove any works connected therewith and all the powers and obligations conferred or imposed upon the Commission with respect to or in connection with the said basin or dock shall cease.

(2) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

PART IV

LANDS

Power to
acquire lands.

24.—(1) Subject to the provisions of this Act the Commission may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as they may require for the purposes of the works or for any purpose connected with or ancillary to their undertaking.

(2) Without prejudice to the generality of the powers conferred upon the Commission by subsection (1) of this section the Commission may subject to the provisions of this Act enter upon take and use for the purposes specified in the third column of the Fourth Schedule to this Act all or any of the lands referred to in the first and second columns of the said schedule.

(3) Subject to the provisions of this Act the Commission may enter upon use and appropriate so much of the subsoil and under-surface of any public street road footway or place delineated on the deposited plans and described in the deposited book of reference as shall be necessary for the purposes of the works without being required to purchase the same or any easement therein or thereunder or to make any payment therefor.

25.—(1) Whereas in the construction of the works or otherwise in the exercise by the Commission of the powers of this Act it may happen that portions only of the properties whereof the whole or part is described in the Fifth Schedule to this Act will be sufficient for the purposes of the Commission and that such portions or some other portions less than the whole can be severed from the remainder of the said properties respectively without material detriment thereto Therefore the following provisions shall have effect:—

Acquisition
of part only
of certain
properties.

- (a) In this section references to the owner of any property are references to all persons having an interest in that property;
- (b) Unless within twenty-one days after the service of notice to treat in respect of a specified portion of any of the said properties a person who is an owner notifies the Commission in writing that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto the owner may be required to sell and convey to the Commission such portion only without the Commission being obliged or compellable to purchase the whole the Commission paying for the portion so taken and making compensation for any loss sustained by any person who is an owner by severance or otherwise;
- (c) If within such twenty-one days any person who is an owner alleges by notice in writing to the Commission that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether

PART IV
—cont.

any and what other portion less than the whole (but not exceeding the portion that may be acquired compulsorily under this Act) can be so severed;

- (d) If the tribunal determines that the portion of the property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Commission the portion which the tribunal shall have determined to be so severable without the Commission being obliged or compellable to purchase the whole the Commission paying such sum for the portion taken by them including compensation for any damage sustained by a person who is an owner by severance or otherwise as shall be awarded by the tribunal;
- (e) If the tribunal determines that the portion of the property specified in the notice to treat can be severed from the remainder without material detriment thereto the tribunal may determine and order that the costs charges and expenses incurred by any person who gave notice under paragraph (c) of this subsection incident to the determination of any matters under this section or such part (if any) of the said costs charges and expenses as it thinks fit shall be borne and paid by him;
- (f) If the tribunal determines that the portion of the property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it determines that any other portion can be so severed) the Commission may withdraw their notice to treat and thereupon they shall pay to any person who is an owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice;
- (g) If the tribunal determines that the portion of the property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Commission in case they shall not withdraw the notice to treat shall pay to any person who is an owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal thinks fit having regard to the circumstances of the case and its final determination.

(2) The provisions of this section shall be in force notwithstanding anything contained in the Lands Clauses Consolidation

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

PART IV
—cont.

(3) The provisions of this section shall be stated in or endorsed on every notice to treat served under this Act in respect of any portion of the said properties.

26. In determining any question of disputed compensation or purchase money in respect of land or easements or rights in land acquired under this Act the tribunal shall not take into account—

Disregard of recent improvements and interests.

(a) any improvement or alteration made or building erected after the fifth day of December nineteen hundred and fifty-nine; or

(b) any interest in the land created after the said date;

which in the opinion of the tribunal was not reasonably necessary and was made erected or created with a view to obtaining or increasing the compensation or purchase money.

27.—(1) All private rights of way over any land that may be acquired compulsorily under this Act shall as from the acquisition of the land whether compulsorily or by agreement be extinguished.

Extinction of private rights of way.

(2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Commission compensation to be determined in case of dispute under and in accordance with the Lands Clauses Acts.

28.—(1) Notwithstanding anything in this Act the Commission may acquire over and along the road numbered on the deposited plans 1 in the urban district of Brierfield and 1 in the parish of Reedley Hallows in the rural district of Burnley the easement or right of way referred to in this section without being obliged or compellable to acquire any greater interest in the said road.

Power to acquire right of way at Reedley Hallows.

(2) The Commission may give notice to treat in respect of such easement or right and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall extend and apply in relation to the acquisition of the said easement or right as if it were land within the meaning of those Acts.

(3) The easement or right referred to in this section is a right at all times for the officers servants agents or contractors of the Commission and any other persons duly authorised by the Commission in that behalf to pass over and along the said road to and from the lands numbered on the deposited plans 2 and 3

PART IV
—cont.

in the said parish with or without vehicles of any description for any purpose for or in connection with which the Commission are for the time being authorised or entitled to use the said lands numbered on the deposited plans 2 and 3 and also to improve the said road as they may consider requisite for the purposes of this section.

Power to
acquire
easements
only in
certain cases.

29.—(1) Notwithstanding anything in this Act the Commission may acquire such easements or rights as they may require for the purpose of constructing maintaining renewing and using the works in under or over—

(a) any railway tramway tramroad river canal navigation watercourse aqueduct drain dyke or sewer; or

(b) any of the lands described in the Sixth Schedule to this Act;

without being obliged or compellable to acquire any greater interest in under or over the same respectively and may give notice to treat in respect of such easements or rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall extend and apply in relation to the acquisition of such easements or rights as if they were lands within the meaning of those Acts.

(2) (a) If in any case where the Commission require an easement or right of using the subsoil of any of the lands described in the said schedule they also require to take use and pull down or open any cellar vault arch or other construction forming part of any such lands they may enter upon take and use such cellar vault arch or other construction for the purposes of the works and (subject to the provisions of this Act) the provisions of the Lands Clauses Acts shall extend and apply in relation to the purchase thereof as if such cellar vault arch or other construction were lands within the meaning of those Acts.

(b) Section 25 (Acquisition of part only of certain properties) of this Act shall apply in respect of the acquisition by the Commission under this subsection of any cellar vault arch or other construction as if the property of which it forms part were described in the Fifth Schedule to this Act.

Easements
only to be
acquired
under certain
lands.

30.—(1) In this section “the specified lands” means the lands numbered on the deposited plans 1 to 13 in the metropolitan borough of Islington.

(2) The Commission shall not acquire compulsorily under the powers of this Act any part of the specified lands but they may acquire within the limits of lateral and vertical deviation prescribed

by this Act in respect of Work No. 3 such easements or rights under the specified lands as they may require for the purpose of constructing maintaining renewing and using Work No. 3 and any necessary works and conveniences connected therewith without being obliged or compellable to acquire any greater interest in under or over the specified lands and may give notice to treat in respect of such easements or rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall extend and apply in relation to the acquisition of such easements or rights as if they were lands within the meaning of those Acts.

PART IV
—cont.

31. The powers of the Commission for the compulsory purchase of the lands and easements which they are authorised to acquire by this Part of this Act shall cease on the thirty-first day of December nineteen hundred and sixty-three.

Period for compulsory purchase of lands and easements.

32.—(1) In this section “the underground works” means Works Nos. 1 to 13 authorised by the Act of 1955 (except the portions of Works Nos. 12 and 13 so authorised which were required to be abandoned by the Act of 1957) Works Nos. 1 and 2 authorised by the Act of 1957 and Works Nos. 1 and 3 and the works and conveniences connected therewith respectively.

Additional powers of entry in respect of Victoria line.

(2) In relation to the underground works the provisions of section 26 (Power to enter for survey or valuation) of the Act of 1949 as incorporated with the Act of 1955 and the Act of 1957 and the provisions of section 46 (Power to enter for survey or valuation) of the Act of 1959 as incorporated with this Act shall have effect as if the power to enter for surveying and valuing the land referred to in those sections extended and applied to land affected by the construction of the underground works.

(3) The provisions of section 25 (Power to expedite entry) of the Act of 1949 shall extend and apply in respect of any easement or right that may be acquired compulsorily under the Act of 1955 or the Act of 1957 for the purposes of the underground works in like manner as those provisions apply to any land that may be so acquired.

33.—(1) In this section “the specified lands” means the lands in the metropolitan borough of St. Pancras bounded on the north-west by Euston Station on the north-east by Eversholt Street and the roadway of Euston Square on the south-east by Euston Road and on the south-west by Melton Street and the roadway of Euston Square and includes as from the date of the stopping up thereof the site of any street or road within the said

Development of lands at Euston.

PART IV
—cont.

boundary which may be stopped up by the Commission under powers conferred by the London and North Western Railway Act 1900 or the London Midland and Scottish Railway Act 1936.

(2) The Commission shall have power to construct and fit up on over or under the specified lands buildings and works of any description for the purpose of letting or otherwise disposing of the same or any part or parts thereof and in connection with the occupancy of any such buildings or works to undertake the provision of lifts and other means of access and of heating and hot water and other services and facilities.

(3) For the avoidance of doubt it is hereby declared that subsection (2) of this section relates only to the capacity of the Commission as a statutory corporation and nothing in the said subsection shall be construed as authorising the disregard by the Commission of any enactment or rule of law.

(4) The restrictions contained in section 3 (Protection of Squares) of the London Squares Preservation Act 1931 shall not apply to any development carried out by the Commission or their lessees on the specified lands or any part or parts thereof in accordance with permission granted upon an application made under Part III of the Town and Country Planning Act 1947 and such permission may be granted accordingly.

(5) In section 16 (For protection of London County Council) of the London Midland and Scottish Railway Act 1936—

- (i) sub-paragraph (a) of paragraph (2) and paragraph (3) shall have effect as if the land coloured yellow on the signed plan A referred to in that section were included within the full black line marked on that plan;
- (ii) in sub-paragraph (b) of paragraph (2) the words “and to the north-eastern and south-western sides of the land shown by yellow colour on the signed plan” shall be omitted; and
- (iii) paragraph (5) shall cease to have effect.

(6) Except with the consent in writing of the London County Council the Commission shall not erect buildings on the land coloured yellow referred to in subsection (5) of this section or on any other part of the lands known as Euston Square Gardens otherwise than in pursuance of planning permission granted under the Town and Country Planning Act 1947 for the development of substantially the whole of the specified lands.

(7) Development of the specified lands shall not by virtue of this section be deemed for the purposes of the Town and Country Planning General Development Order 1950 to be development authorised by an Act which designates specifically both the nature of the development and the land upon which it may be carried out.

34.—(1) The following provisions of the undermentioned Acts are incorporated with and form part of this Part of this Act:—

PART IV
—cont.

The Act of 1949—

Section 25 (Power to expedite entry) ;

Section 30 (Grant of easements by persons under disability);

Section 33 (As to cellars under streets not referenced);

The Act of 1959—

Section 44 (Correction of errors in deposited plans and book of reference);

Section 46 (Power to enter for survey or valuation).

Incorporation
of provisions
of Acts of
1949 and 1959
relating to
lands.

(2) The provisions of section 25 (Power to expedite entry) of the Act of 1949 shall extend and apply in respect of any easement or right that may be acquired compulsorily under this Act in like manner as those provisions apply to any land that may be so acquired.

PART V

PROTECTIVE PROVISIONS

35. The following provisions of the undermentioned Acts are incorporated with and form part of this Act:—

Incorporation
of protective
provisions
of Acts of
1949 1952 and
1955.

The Act of 1949—

Section 43 (As to works within Metropolitan Police District);

The Act of 1952—

Section 39 (For protection of gas water and electricity undertakers);

The Act of 1955—

Section 41 (Inspection of works by London County Council);

Section 42 (For protection of sewers of London County Council);

Section 43 (For further protection of certain sewers):

Provided that the said sections 42 and 43 as so incorporated shall apply and have effect as if for the references in those sections to the new works there were substituted references to the works and as if in the said section 43 for the reference in that section to the sewers therein expressly referred to there was substituted a reference to the sewer known as the Opera (main line) sewer.

PART V
—cont.
Crown rights.

36. Except as provided in section 58 (As to Tilbury-Gravesend ferry) of this Act nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular and without prejudice to the generality of the foregoing nothing in this Act authorises the Commission to take use or in any manner interfere with any land hereditaments subjects or rights of whatsoever description belonging to Her Majesty in right of Her Crown and under the management of the Crown Estate Commissioners without the consent in writing of the said Commissioners first had and obtained for that purpose.

For
protection of
Postmaster-
General.

37.—(1) Any electrical works or apparatus constructed erected laid maintained or used in pursuance of section 16 of the Act of 1845 (as incorporated with this Act) shall be so constructed erected or laid and so maintained worked and used as to prevent interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

(2) Where any road or footpath or length or portion of a road or footpath is stopped up or diverted under the powers of this Act the following provisions shall unless otherwise agreed in writing between the Commission and the Postmaster-General have effect in relation to so much of any telegraphic line belonging to or used by the Postmaster-General as is under in upon over along or across the land which by virtue of the provisions of this Act ceases to be a highway in consequence of such stopping up or diversion (in this subsection referred to as "the affected line") (that is to say):—

(a) The power of the Postmaster-General to remove the affected line shall be exercisable notwithstanding the stopping up or diversion so however that the said power shall not be exercisable as respects the whole or any part of the affected line after the expiration of a period of three months from the date of the sending of the notice referred to in the next following subsection unless before the expiration of that period the Postmaster-General has given notice to the Commission of his intention to remove the affected line or that part thereof as the case may be;

(b) The Postmaster-General may by notice in that behalf to the Commission abandon the affected line or any part thereof and shall be deemed as respects the affected line or any part thereof to have abandoned it at the expiration of the said period of three months unless before the expiration of that period he has removed it or given notice of his intention to remove it;

(c) The Postmaster-General shall be entitled to recover from the Commission the expense of providing in substitution for the affected line and any telegraphic line connected therewith which is rendered useless in consequence of the removal or abandonment of the affected line a telegraphic line in such other place as he may reasonably require;

(d) Where under paragraph (b) of this subsection the Postmaster-General has abandoned the whole or any part of the affected line it shall vest in the Commission and the provisions of the Telegraph Acts 1863 to 1954 shall not apply in relation to it as respects anything done or omitted after the abandonment thereof.

(3) As soon as practicable after the stopping up or diversion referred to in subsection (2) of this section has become effective and the land therein referred to has ceased to be a highway the Commission shall send by post to the Postmaster-General a notice informing him of such stopping up or diversion.

(4) In this section "telegraphic line" has the same meaning as in the Telegraph Act 1878.

38. The Commission shall not under the powers of this Act except with the consent in writing of the Postmaster-General enter upon take or use the lands or any part of the lands numbered on the deposited plans 6 in the city of Westminster and 22 in the city and county borough of Leeds or acquire any easement or right in under or over the same: As to lands of Postmaster-General.

Provided always that nothing in this section shall prevent the acquisition by the Commission of any estate interest title easement or other right vested in any person other than the Postmaster-General at any time subsisting in under or over the said lands or any part thereof.

39. Nothing in this Act shall be deemed to authorise the Commission to acquire otherwise than by agreement the lands vested in the receiver for the metropolitan police district and numbered on the deposited plans 18 and 19 in the city of Westminster. As to New Scotland Yard.

40. For the protection of the county council of the administrative county of Buckingham (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Commission and the council apply and have effect:— For protection of Buckingham County Council.

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

"the highway" means the road from Mursley to Little Horwood in the rural district of Winslow in the county of Buckingham;

PART V
—cont.

“ the new bridge ” means the reconstructed and lengthened bridge comprised in Work No. 40 for carrying the highway over the railway;

“ the railway ” means the Oxford and Bletchley railway:

- (2) The Commission shall in constructing Work No. 40 construct the new bridge so that the over-all width (measured between the parapets) is not less than twenty-five feet:
- (3) The new bridge shall be designed constructed and maintained by the Commission so as to carry over the whole width between parapets the appropriate standard carriageway loading recommended by the Minister for highway bridges and the roadway over the new bridge and on the approaches thereto shall be made up metalled surfaced drained and maintained for a period of twelve months from completion to the reasonable satisfaction of the council and thereafter the said roadway shall vest in the council as a highway maintainable at the public expense:
- (4) Before commencing the construction of Work No. 40 or the carrying out of any work in connection therewith which involves interference with the highway the Commission shall submit to the council for their reasonable approval in respect of any matters with which the council are properly concerned plans sections and particulars relating thereto and Work No. 40 shall not be constructed and such work shall not be carried out otherwise than in accordance with such plans sections and particulars as may be approved by the council as aforesaid or if such approval be refused as may be settled by arbitration and the construction of Work No. 40 or any part of any work as aforesaid which may involve interference with the highway shall be carried out under the supervision (if given) and to the reasonable satisfaction of the council:

Provided that if within twenty-eight days after the submission to them of plans sections and particulars under this paragraph the council do not signify to the Commission their approval or disapproval thereof they shall be deemed to have approved thereof:

- (5) (a) Before commencing to construct any part of Work No. 40 the Commission shall consult the council as to the time when such part shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Commission to occupy in the construction of such part and as to the conditions

under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public and such part shall not be constructed and the surface of the highway shall not be occupied by the Commission except at the time to the extent and in accordance with conditions agreed between the Commission and the council or in default of agreement settled by arbitration;

- (b) The highway shall be reinstated by and at the cost of the Commission in a manner reasonably approved by the council and to their reasonable satisfaction:
- (6) The Commission shall make compensation to the council for any subsidence of or damage to the highway or any property of the council or under their control or repairable by them which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents in connection with the works referred to in this section and whether such damage or subsidence shall happen during the construction of Work No. 40 or at any time within twelve months thereafter:
- (7) If in consequence of the exercise of the powers of this Act it is reasonably necessary to alter the position of or to lengthen or to strengthen any sewer or drain (which expression shall in this section include all gulleys and manholes in connection therewith) vested in or repairable by the council or to provide works for the protection thereof such alteration lengthening or strengthening shall be carried out or such protective works shall be provided by the Commission in a manner reasonably approved by the council or if the council prefer shall be carried out or provided by them and the Commission shall repay to the council any expenses reasonably incurred by the council in carrying out or providing the same and any additional expense which the council may thereafter reasonably incur in maintaining such sewer or drain:
- (8) The Commission shall make compensation to the council for any damage to any such sewer or drain or interference with the free flow of the contents thereof which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents in connection with the works referred to in this section and whether such damage shall happen during the execution of the said works or at any time within twelve months thereafter:

PART V
—cont.

- (9) It shall not be lawful for the Commission in the exercise of the powers of section 18 (Power to make trial borings) of the Act of 1949 as applied by Part II (Works) of this Act to make any trial borings so as to interfere with any sewer of the council:
- (10) The Commission shall during the construction of Work No. 40 and any work in connection therewith and until the completion thereof make and carry into effect such arrangements for lighting and watching the same (including the provision and working of traffic signs light signals or manually operated stop-go signs) as may in the opinion of the council be reasonably necessary to prevent danger or accident to persons and vehicles using the highway:
- (11) (a) If at any time hereafter the council shall determine to execute any highway works in connection with the highway where it passes over the railway by means of Work No. 40 the Commission shall grant without any payment therefor such easements within the limits defined by the bridge parapets comprised in Work No. 40 as may be required for such highway works and shall afford to the council all reasonable facilities to enable such highway works to be executed:

Provided that such easements shall be granted subject to such terms and conditions as shall ensure—

(i) that the Commission are not by reason of the said highway works put to any greater expense whether as to maintenance or otherwise than would have been the case had such highway works not been executed;

(ii) full and proper protection being afforded by the council for the railway and the traffic thereon against any damage or loss which may arise by reason of the execution of the said highway works;

(iii) that such highway works shall be carried out only in accordance with plans sections specifications and particulars previously submitted to and reasonably approved by the Commission;

(b) In this paragraph "highway works" means works of widening alteration or reconstruction the provision of any footpath the laying of any sewer or drain and any other works carried out by the highway authority:

(12) Any difference arising between the Commission and the council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

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

PART V
—cont.

For protection
of
Gloucestershire
County
Council.

(1) In this section—

"highway" means any highway vested in or repairable or maintained by the council;

"the marshalling yard" means the railway depot and marshalling yard and relative works to be provided by the Commission on the lands numbered 1 to 12 on so much of the deposited plans as relates to the parish of Brookthorpe-with-Whaddon and the lands numbered 1 on so much of the deposited plans as relates to the parish of Quedgeley in the county of Gloucester;

"the works" means Work No. 41 and Work No. 42 or either of the said works and includes any work in connection with either of the said works and any access road connecting the lands of the Commission with Work No. 41:

(2) Before commencing the construction of Work No. 41 or Work No. 42 or of any other work with which the council are properly concerned and which form part of the works the Commission shall submit to the council for their reasonable approval plans sections and particulars relating thereto and notwithstanding anything shown on the deposited plans and the deposited sections the works to which such plans sections and particulars relate shall not be constructed otherwise than in accordance with such plans sections and particulars as may be approved by the council as aforesaid or if such approval be refused as may be settled by arbitration and any part of the construction of the said works which may involve interference with a highway shall be carried out under the supervision (if given) and to the reasonable satisfaction of the council:

Provided that if within twenty-eight days after submission to them of plans sections and particulars in accordance with the provisions of this paragraph the council do not signify their approval or disapproval thereof they shall be deemed to have approved thereof:

(3) (a) Before commencing to construct any part of the works which will involve interference with a highway the Commission shall consult the council as to the time when such part shall be commenced and as to the extent

PART V
—cont.

of the surface of the highway that it may be reasonably necessary for the Commission to occupy in the construction of such part and as to the conditions under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public and such part shall not be constructed and the surface of the highway shall not be occupied by the Commission except at the time to the extent and in accordance with conditions agreed between the Commission and the council or in default of agreement settled by arbitration;

- (b) Any such highway shall be reinstated by the Commission in a manner reasonably approved by the council and to their reasonable satisfaction:
- (4) The Commission shall make compensation to the council for any subsidence of or damage to any highway or any property of the council or under their control or repairable by them which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works or at any time thereafter:
- (5) If in consequence of the exercise of the powers of this Act it is reasonably necessary to alter the position of or to lengthen or to strengthen any sewer or drain (which expression shall in this section include all gulleys and manholes in connection therewith) vested in or repairable by the council or to provide works for the protection thereof such alteration lengthening or strengthening shall be carried out or such protective works shall be provided by the Commission in a manner reasonably approved by the council or if the council prefer shall be carried out or provided by them and the Commission shall repay to the council any expense reasonably incurred by the council in carrying out or providing the same and any additional expense which the council may thereafter reasonably incur in maintaining such sewer or drain:
- (6) The Commission shall make compensation to the council for any damage to any such sewer or drain or interference with the free flow of the contents thereof which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents in connection with the works and that whether such damage shall happen during the construction of the works or at any time thereafter:

- (7) It shall not be lawful for the Commission in the exercise of the powers of section 18 (Power to make trial borings) of the Act of 1949 as applied by Part II (Works) of this Act to make any trial boring so as to interfere with any sewer of the council:
- (8) If at any time before or after the construction of the diversion Work No. 41 the council are of the opinion that the dimensions of any bridge carrying any of the railways of the Commission over the said diversion are insufficient having regard to the traffic using the said diversion they may give notice in writing to the Commission requiring them to increase the effective width of the highway known as Naas Lane where it passes under such bridge to such extent not exceeding twenty-five feet and the headway of such bridge to such extent not exceeding sixteen feet as the council may require and thereupon the Commission shall carry out such works as may be reasonably necessary to comply with such requirements all to the satisfaction of the council:
- (9) (a) Before stopping up the footpath in the parish of Brookthorpe-with-Whaddon in the county of Gloucester between the points marked "J" and "K" on the deposited plans the Commission shall construct a footpath from the said point marked "J" to such point on the diversion Work No. 41 as may be agreed between the Commission and the council or failing agreement as may be settled by arbitration:
- Provided that the Commission shall not be required to construct the said footpath outside the limits of the lands authorised to be acquired by this Act unless the council shall have made available the necessary lands for the purpose of constructing the said footpath;
- (b) On the completion of the said footpath (which shall be constructed in accordance with specifications agreed between the council and the Commission or failing agreement as may be settled by arbitration) the said footpath shall be transferred to and vested in the council and shall be maintained by them:
- (10) (a) In the construction maintenance and operation of the marshalling yard the Commission shall take and shall hold their contractors servants or agents bound to take all such measures as may be reasonably practicable to prevent annoyance or disturbance arising from noise dust smoke fumes or otherwise and shall have regard to any representations made by the council as to the measures taken or to be taken by the Commission as aforesaid;

PART V
—cont.

- (b) During the construction of the marshalling yard any work carried out between the hours of five-thirty p.m. and eight-thirty a.m. and on Sundays shall be carried out so as to cause as little noise as possible:
- (11) The Commission shall (for the purpose of preserving the amenity of the locality but having regard to the operational needs of the marshalling yard) in consultation with the council as planning authority plant suitable trees and shrubs within the limits of the lands authorised to be acquired by this Act and shall thereafter maintain the same:
- (12) Any difference arising between the Commission and the council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

For protection
of
Gloucestershire
County
Council and
Gloucester
Corporation.

42. For the protection of the county council of the administrative county of Gloucester and the mayor aldermen and citizens of the city of Gloucester in the county of the city of Gloucester (in this section respectively referred to as "the council" and "the corporation") the following provisions shall unless otherwise agreed in writing between the Commission the council and the corporation apply and have effect:—

- (1) In the event of the Commission acquiring under the powers of this Act any part of the watercourse known as "Daniel's Brook" numbered on the deposited plans 1 in the city and county borough of Gloucester and 15 in the parish of Brookthorpe-with-Whaddon in the rural district of Gloucester in the county of Gloucester in connection with the construction of a proposed marshalling yard the Commission shall in accordance with the plans sections and particulars hereinafter referred to at their own expense culvert so much of the said watercourse as they may acquire:
- (2) Before commencing any work of culverting straightening or diverting any part of the said watercourse the Commission shall submit to the council and to the corporation plans sections and particulars relating to any such work for the reasonable approval of the council and the corporation and such work shall not be carried out otherwise than in accordance with such plans sections and particulars as may be approved by the council and the corporation as aforesaid or if such approval is refused by both the council and the corporation or either of them as may be settled by arbitration:

Provided that if within twenty-eight days after submission to them of plans sections and particulars in accordance with the provisions of this section the council or the corporation (as the case may be) do not signify their approval or disapproval thereof the council or the corporation (as the case may be) shall be deemed to have approved thereof.

PART V
—cont.

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

For protection
of Salop
County
Council.

(1) In this section—

"highway" means any highway vested in or repairable or maintained by the council;

"the new works" means Works Nos. 11 and 12 and any highway diversion comprised in or caused by the railway works and any bridge or extension of an existing bridge carrying any part of the railway works over any highway or any bridge or extension of an existing bridge for carrying any highway over any part of the railway works;

"the railway works" means Works Nos. 10 and 13:

(2) Before commencing the construction of the new works or the carrying out of any work in connection therewith which involves interference with a highway the Commission shall submit to the council for their reasonable approval in respect of any matters with which the council are properly concerned plans sections and particulars relating thereto and the new works shall not be constructed and such work shall not be carried out otherwise than in accordance with such plans sections and particulars as may be approved by the council as aforesaid or if such approval be refused as may be settled by arbitration and any part of the construction of the new works or any part of any work as aforesaid which may involve interference with a highway shall be carried out to the reasonable satisfaction of the council:

Provided that if within twenty-eight days after the submission to them of plans sections and particulars under this paragraph the council do not signify to the Commission their approval or disapproval thereof they shall be deemed to have approved thereof:

PART V
—cont.

- (3) The Commission shall at all times afford reasonable facilities to the council for access to the new works during the construction of the new works and shall supply the council with all such information as they may reasonably require with regard to the new works or the method of construction thereof:
- (4) Each bridge which carries any part of the railway works over any highway shall be constructed in such a manner as to prevent so far as may be reasonably practicable the dripping of water:
- (5) (a) Before commencing to construct any part of the new works or the railway works which will involve interference with a highway the Commission shall consult the council as to the time when such part shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Commission to occupy in the construction of such part and as to the conditions under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public and such part shall not be constructed and the surface of the highway shall not be occupied by the Commission except at the time to the extent and in accordance with conditions agreed between the Commission and the council or in default of agreement settled by arbitration;
- (b) Any such highway shall be reinstated by the Commission in a manner reasonably approved by the council and to their reasonable satisfaction:
- (6) The Commission shall make compensation to the council for any subsidence of or damage to any highway or any property of the council or under their control or repairable by them which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the new works or the railway works or at any time within twelve months thereafter:
- (7) If in consequence of the exercise of the powers of this Act it is reasonably necessary to alter the position of or to lengthen or to strengthen any sewer or drain (which expression shall in this section include all gulleys and manholes in connection therewith) vested in or repairable by the council or to provide works for the protection thereof such alteration lengthening or strengthening shall be carried out or such protective works shall be provided by the Commission in a manner

reasonably approved by the council or if the council prefer shall be carried out or provided by them and the Commission shall repay to the council any expense reasonably incurred by the council in carrying out or providing the same and any additional expense which the council may thereafter reasonably incur in maintaining such sewer or drain:

- (8) The Commission shall make compensation to the council for any damage to any such sewer or drain or interference with the free flow of the contents thereof which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents in connection with the works and whether such damage shall happen during the execution of the works referred to in this section or at any time within twelve months thereafter:
- (9) The Commission shall during the construction of the new works and any work in connection therewith and until the completion thereof make and carry into effect such arrangements for lighting and watching the same (including the provision and working of traffic signs or light signals or flag signals) as may in the opinion of the council be reasonably necessary to prevent danger or accident to persons and vehicles using the highway:
- (10) Any difference arising between the Commission and the council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

44. Notwithstanding anything in this Act or shown upon the deposited plans and the deposited sections the following provisions for the protection of the county council of East Sussex (in this section referred to as "the county council") shall unless otherwise agreed in writing between the county council and the Commission apply and have effect:—

For protection
of East
Sussex
County
Council.

- (1) The Commission shall not enter upon take or use the road numbered on the deposited plans 2 in the parish of Balcombe but nothing in this paragraph shall prevent the Commission from constructing over the said road in accordance with the provisions of this Act Work No. 5 together with all works and conveniences connected therewith (in this section referred to as "the widening") or from temporarily interfering with the surface of the said road to such extent as may be reasonably necessary for the purpose of such construction:
- (2) The Commission shall not commence the execution of the widening until they shall have given to the county council twenty-one days' notice in writing of their

PART V
—cont.

intention so to do (which notice shall in respect of any matters with which the council are properly concerned be accompanied by plans drawings and elevations of the widening) or until the county council or an arbitrator appointed in pursuance of section 69 (Arbitration) of this Act shall have signified their or his approval of the same:

Provided that if the county council fail to signify their disapproval or other requirement within twenty-one days after service of the notice they shall be deemed to have approved of the said plans drawings and elevations:

- (3) The Commission shall comply with and conform to all reasonable requirements of the county council in the execution of the widening and shall save harmless the county council against all and every expense to be occasioned thereby and the widening shall be executed to the reasonable satisfaction of the surveyor to the county council at the costs charges and expenses of the Commission and all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the county council) which the county council may reasonably incur in connection with the execution of the widening shall be paid to the county council by the Commission:
- (4) The bridge carrying the widening shall be formed of girders resting on stanchions to be erected on property of the Commission and the height above any point from the existing road surface of the roadway to the underside of the bridge immediately above shall not be less than sixteen feet ten inches:
- (5) The parapet of the said bridge shall be constructed and maintained at a height of not less than five feet above the level of the nearest rail of the Commission:
- (6) The Commission shall at their own expense and to the reasonable satisfaction of the county council properly guard and light any part of the widening during the execution thereof so far as the same is accessible from the roadway adjoining or passing under the same:
- (7) The Commission shall not fix or exhibit or permit to be fixed or exhibited upon the widening within view of any part of the road which passes thereunder any placard or advertisement except placards or advertisements giving information to the public as to the business of the Commission and if any such placard or advertisement (other than as aforesaid) be so fixed or exhibited the county council may cause the same to be removed:

- (8) The widening shall when constructed be maintained by and at the expense of the Commission to the reasonable satisfaction of the county council and so as to prevent (so far as practicable) the dripping of water therefrom:
- (9) In constructing and maintaining the widening the Commission shall not unreasonably interfere with or impede the traffic passing along the road thereunder:
- (10) All expenses reasonably incurred by the county council for the purpose of watching or superintending the execution or maintenance of the widening or otherwise under this section shall be borne by the Commission and shall be repaid by them on demand to the county council:
- (11) Any difference arising between the Commission and the county council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

45. For the protection of the county council of the administrative county of the West Riding of Yorkshire (in this section referred to as "the council" and "the county" respectively) the following provisions shall unless otherwise agreed in writing between the Commission and the council apply and have effect:—

For protection
of West
Riding
County
Council.

(1) (a) In this section—

"the bridge" means the bridge under the county road to carry the said road over Work No. 25;

"the bridge works" means the bridge so much of Work No. 25 as affects the bridge and any work connected therewith (including any alteration to an existing means of access to and from the county road);

"the county road" means the county road (A.639) known as Pontefract Road in the urban district of Rothwell in the county;

"the existing drains" means the drains belonging to the council situated in so much of the county road as is included within the limits of deviation for Work No. 25;

(b) References to the prescribed width of the bridge shall be construed as references to the width of bridge prescribed by paragraph (2) of this section:

(2) Subject to the provisions of this section the Commission shall in constructing Work No. 25 construct the bridge with a width between parapets measured on the square of not less than eighty-seven feet:

PART V
—cont.

- (3) Before commencing the construction of the bridge the Commission shall give notice in writing to the council of their intention to do so and if within twenty-eight days after receiving such notice the council give a counter-notice in writing to the Commission of their desire that the bridge shall be constructed with a specified width smaller than the prescribed width the Commission shall comply with the counter-notice and shall construct the bridge in such a manner as to facilitate future widenings:
- (4) Upon the completion of the bridge the council shall pay to the Commission—
- (a) the amount (if any) by which the actual cost incurred by the Commission in constructing the bridge works with the prescribed width or with the width specified in the counter-notice (as the case may be) exceeds the cost which would have been incurred in constructing the bridge works with a width between parapets measured on the square of forty-three feet;
 - (b) the amount (if any) by which the capitalised annual cost of maintaining the bridge when constructed with the prescribed width or with the width specified in the counter-notice (as the case may be) exceeds what would have been the capitalised annual cost of maintaining the bridge if it had been constructed with a width between parapets measured on the square of forty-three feet;
 - (c) the amount (if any) by which the actual cost incurred by the Commission in constructing the bridge has been increased by constructing it in such manner as to facilitate future widenings:
- (5) The bridge shall be designed constructed and maintained so as to carry the appropriate normal loading recommended by the Minister for highway bridges:
- (6) In constructing the bridge the Commission shall free of expense to the council—
- (a) provide accommodation for the existing drains;
 - (b) make all necessary provision during the construction of the bridge for drainage carried by the existing drains;
 - (c) make all necessary provision for draining and carrying away surface water from so much of the county road as is carried by the bridge; and
 - (d) provide accommodation for laying in the bridge an additional drain with an internal diameter of not less than twelve inches:

- (7) The Commission shall permit the council to lay such additional drain and to maintain any drains belonging to them which are laid in the bridge:
- (8) (a) Not less than twenty-eight days before commencing to construct the bridge works the Commission shall submit to the council for their reasonable approval plans sections specifications and particulars of the bridge works showing the manner of the construction thereof;
- (b) If the council do not within twenty-eight days after the submission to them of any such plans sections specifications and particulars intimate in writing to the Commission any objection thereto or make any requirement with reference thereto they shall be deemed to have approved thereof:
- (9) The Commission shall not construct the bridge works otherwise than in accordance with such plans sections specifications and particulars as may be so approved or if such approval be refused as may be settled by arbitration and the bridge works shall be constructed under the inspection of the surveyor of the council (if after reasonable notice from the Commission he shall choose to attend) and to his reasonable satisfaction:
- (10) During the construction of the bridge works the Commission shall not unreasonably interrupt vehicular and pedestrian traffic passing along the county road and shall at all times provide a carriageway of not less than twenty-four feet in width for such traffic:
- (11) The Commission shall make good all damage or injury whatsoever which shall happen or arise to the county road by reason or in consequence of the construction of the bridge works:
- (12) The Commission shall during the execution and until the completion of the bridge works make and carry into effect such arrangements for lighting and watching the same and any portion of the county road which may be interfered with or affected thereby as may be reasonably necessary in the opinion of the council to prevent danger or accident to persons and vehicles using the county road:
- (13) Any difference arising between the Commission and the council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

PART V
—cont.For further
protection of
West Riding
County
Council.

46. For the further protection of the county council of the administrative county of the West Riding of Yorkshire (in this section referred to as "the council" and "the county" respectively) the following provisions shall unless otherwise agreed in writing between the Commission and the council apply and have effect:—

(1) In this section—

"the bridge works" means Work No. 33 and any work connected therewith;

"the road works" means Work No. 32 and any work connected therewith:

(2) (a) Not less than twenty-eight days before commencing to construct the bridge works or the road works the Commission shall submit to the council for their reasonable approval plans sections specifications and particulars of the bridge works or the road works (as the case may be) showing the manner of the construction thereof;

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

(3) The Commission shall not construct the bridge works or the road works otherwise than in accordance with such plans sections specifications and particulars as may be so approved or if such approval be refused as may be settled by arbitration and the bridge works and the road works shall be constructed under the superintendence of the surveyor of the council (if after reasonable notice from the Commission he shall choose to attend) and to his reasonable satisfaction:

(4) As soon as is reasonably practicable after the stopping up of part of the road known as Hazel Lane in the parish of Hampole in the rural district of Doncaster in the county under the powers of section 12 (Further works and powers) of this Act the Commission shall construct and shall thereafter maintain to the reasonable satisfaction of the council a fence between the part of the said road so stopped up and the part of the said road not so stopped up:

(5) Any difference arising between the Commission and the council under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

47. For the protection of the mayor aldermen and burgesses of the borough of Banbury the following provisions shall unless otherwise agreed in writing between the Commission and the said mayor aldermen and burgesses apply and have effect:—

PART V
—cont.
For protection
of Banbury
Corporation.

- (1) If and so long as the Commission continue under the powers of section 22 (As to use of water from Oxford Canal for railway purposes) of this Act to take and use water from the Oxford Canal as defined in the said section for the purposes mentioned in subsection (2) of the said section 22 or either of those purposes they shall not construct any new works or enlarge any existing works whereby water may be conveyed or made to flow from the river Cherwell to the said canal or do any other act whereby the supply of water from the river Cherwell to the said canal may be increased:
- (2) For the purposes of this section the river Cherwell includes all or any of its tributaries eastward of the said canal.

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

For protection
of Gloucester
Corporation.

(1) In this section—

(a) "the city" means the city of Gloucester in the county of the city of Gloucester;

"the existing bridge" means the bridge carrying the railways between Bristol and Gloucester and Swindon and Gloucester over the road (commonly known as "Grange Road") from Whaddon to Lower Tuffley; and

"the new bridge" means Work No. 45;

(b) references to the width of a bridge shall be construed as references to the clear span between the abutments thereof measured on the square with the road;

(c) "the watercourse" means the watercourse numbered on the deposited plans 9 in the city:

- (2) (a) The Commission shall at their own cost construct Work No. 44 and Work No. 45 with a width in each case of thirty-four feet and with a headway throughout in each case of not less than sixteen feet by lowering the present level of the road;

PART V
—cont.

- (b) The Commission shall provide at their own cost under the extension of the existing bridge and over the portion of the road to be diverted (Work No. 43) a carriageway twenty-two feet in width:
- (3) (a) The Commission shall contemporaneously with the construction of Works Nos. 44 and 45 widen and reconstruct the existing bridge with a width of not less than thirty-four feet and a clear headway throughout of not less than sixteen feet by lowering the present level of the road;
- (b) Upon the completion of the widening and reconstruction of the existing bridge the corporation shall pay to the Commission—
- (i) the amount of the actual cost incurred by the Commission in carrying out such widening and reconstruction; and
 - (ii) the amount by which the capitalised annual cost of maintaining and renewing the bridge when widened and reconstructed as aforesaid exceeds what would have been the capitalised annual cost of maintaining and renewing the bridge if it had been reconstructed with a width equivalent to the width of the existing bridge and a headway throughout equivalent to the maximum headway of the existing bridge:
- (4) The diversion of the road (Work No. 43) shall be so carried out as to follow the alignment and to provide for an over-all width of forty feet and a carriageway width of twenty-two feet as shown on the plan signed on behalf of the Commission by Marcus George Russell Smith and on behalf of the corporation by John Herbert Goodridge one copy of which has been deposited with the Commission and one with the corporation:
- (5) In exercising the powers of subsection (2) of section 24 (Power to acquire lands) of this Act the Commission shall not erect any building over or within ten yards of the centre line of the existing twelve-inch diameter sewer of the corporation which is laid in the lands numbered on the deposited plans 8 in the city and after exercising such powers the Commission shall at their own expense and to the reasonable satisfaction of the corporation protect the said sewer and construct such manholes or other means of access to the said sewer as may be reasonably necessary:
- (6) The Commission shall at their own expense and to the reasonable satisfaction of the corporation culvert the

watercourse the culvert being of a design and with a capacity to be agreed between the Commission and the corporation:

PART V
—cont.

- (7) Any difference arising between the Commission and the corporation under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

49. For the protection of the lord mayor aldermen and citizens of the city of Leeds (in this section referred to as “the corporation” and “the city” respectively) the following provisions shall unless otherwise agreed in writing between the corporation and the Commission apply and have effect:—

For protection
of Leeds
Corporation.

- (1) In this section—

“existing bridge” means a bridge existing at the passing of this Act and carrying any railway of the Commission over any highway in the city or carrying any highway in the city over any railway of the Commission;

“new bridge” means a bridge or an extension or a widening of an existing bridge carrying any part of the works over any highway in the city or a bridge or an extension of an existing bridge carrying any highway in the city over any part of the works:

- (2) Notwithstanding anything shown on the deposited plans and the deposited sections or the power of the Commission to deviate from the lines or situations and levels shown thereon the Commission shall in constructing the works—

(a) construct any new bridge over Globe Road with a clear headway of sixteen feet above the level of the road;

(b) not reduce the headway under or span of any existing bridge;

(c) not construct any piers abutments or other works within any highway in the city:

- (3) The corporation may at the cost of the Commission provide and place such lamps and apparatus as may from time to time be reasonably necessary for efficiently lighting Globe Road under any new bridge:

- (4) Before commencing the construction of any new bridge or the carrying out under the powers of this Act of any work in connection therewith or in connection with any existing bridge which involves interference with a highway in the city the Commission shall submit to the

PART V
—cont.

corporation for their reasonable approval in respect of any matters with which the corporation are properly concerned plans sections and particulars relating thereto and such new bridge shall not be constructed and such work shall not be carried out otherwise than in accordance with such plans sections and particulars as may be approved by the corporation as aforesaid or if such approval be refused as may be settled by arbitration and any part of the construction of a new bridge or any part of any work as aforesaid which may involve interference with a highway shall be carried out to the reasonable satisfaction of the corporation:

Provided that if within twenty-eight days after the submission to them of plans sections and particulars under this paragraph the corporation do not signify to the Commission their approval or disapproval thereof they shall be deemed to have approved thereof:

- (5) Each bridge which carries any part of the works over any highway in the city shall be constructed in such a manner as to prevent so far as may be reasonably practicable the dripping of water:
- (6) (a) Before commencing to construct any part of the works which will involve interference with a highway in the city the Commission shall consult the corporation as to the time when such part shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Commission to occupy in the construction of such part and as to the conditions under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public and such part shall not be constructed and the surface of the highway shall not be occupied by the Commission except at the time to the extent and in accordance with conditions agreed between the Commission and the corporation or in default of agreement settled by arbitration;
- (b) Any such highway shall be reinstated by the Commission in a manner reasonably approved by the corporation and to their reasonable satisfaction:
- (7) The Commission shall make compensation to the corporation for any subsidence of or damage to any highway in the city or any property of the corporation or under their control or repairable by them which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents and

whether such damage or subsidence shall happen during the construction of the works or at any time within twelve months thereafter:

- (8) If in consequence of the exercise of the powers of this Act it is reasonably necessary to alter the position of or to lengthen or to strengthen any sewer or drain (which expression shall in this section include all gulleys and manholes in connection therewith) vested in or repairable by the corporation or to provide works for the protection thereof such alteration lengthening or strengthening shall be carried out or such protective works shall be provided by the corporation and the Commission shall repay to the corporation any expense reasonably incurred by the corporation in carrying out or providing the same and any additional expense which the corporation may thereafter reasonably incur in maintaining such sewer or drain:
- (9) The Commission shall make compensation to the corporation for any damage to any such sewer or drain or interference with the free flow of the contents thereof which may be caused by or in consequence of any act or default of the Commission their contractors servants or agents in connection with the works and whether such damage shall happen during the execution of the works referred to in this section or at any time within twelve months thereafter:
- (10) The Commission in constructing any new bridge or in the carrying out under the powers of this Act of any work in connection with any new bridge or any existing bridge which involves interference with any highway in the city shall—
- (a) at all times keep open some part of the highway affected so as not unreasonably to interrupt the traffic passing along the said highway; and
 - (b) make good all damage or injury whatsoever which shall happen or be caused to the said highway by reason or in consequence of the construction of the new bridge or the carrying out of such work:
- (11) The Commission shall during the construction of any new bridge and any work in connection therewith and until the completion thereof make and carry into effect such arrangements for lighting and watching the same (including the provision and working of traffic signs or light signals or flag signals) as may in the opinion of the corporation be reasonably necessary to prevent danger or accident to persons and vehicles using the highway:

PART V
—cont.

- (12) Notwithstanding anything shown on the deposited plans and the deposited sections the Commission shall not stop up the subway leading from Sutton Street to Talavera Street and persons on foot shall have a right to use the said subway as a right of way:
- (13) Any difference arising between the Commission and the corporation under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

For protection
of Sheffield
Corporation
and Tinsley
Wire
Industries
Limited.

50. Notwithstanding anything in this Act or shown on the deposited plans and sections the following provisions for the protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section referred to as "the corporation") and Tinsley Wire Industries Limited (in this section referred to as "the company") shall unless otherwise agreed in writing between the Commission the corporation and the company apply and have effect:—

(1) In this section—

"the protected lands" means the lands in the city of Sheffield surrounded with red verge lines on the signed plan;

"the signed plan" and "the signed section" mean respectively the plan and section signed in triplicate by Alexander Key Terris on behalf of the Commission by John Heys on behalf of the corporation and by Geoffrey W. Brearley on behalf of the company one copy of which has been deposited with the Commission one with the corporation and one with the company:

- (2) The Commission in executing Work No. 29 shall at their own sole charge and expense provide an underpass through any embankment or works supporting Work No. 29 and extending from the line of the outer limit of such embankment on the southerly side to the line of the outer limit thereof on the northerly side in the position shown upon the signed plan and section and shall also at such sole charge and expense as aforesaid form and lay out in accordance with the signed plan and section and a specification (agreed or to be reasonably agreed by and between the corporation the company and the Commission or in default of agreement to be determined by arbitration) the earthworks only for the approach road coloured blue and the raised approach ways coloured brown on the signed plan:

(3) Such underpass (hereinafter referred to as “the underpass”) shall be constructed in accordance with the signed plan and section and the said specification and subject as hereinafter mentioned shall be for the user in common of the corporation the company and the lessees assignees and licensees of either or both of them:

(4) The underpass shall include the following (extending between the lines of such outer limits as aforesaid) (that is to say):—

(a) a raised way with a raised protective kerb on the easterly side thereof in the position shown by green colouring on the signed plan and formed and constructed to the widths shown in the signed section and in accordance in all respects with the said specification the surface of such way to be appropriated for the time being (but subject as hereinafter mentioned) to the exclusive use both vehicular and pedestrian of the company;

(b) a carriageway and footways in the positions shown by pink colouring on the signed plan formed and constructed to the widths of either of the alternatives shown on the signed section (as the corporation may elect) and in accordance in all respects with the said specification for the user in common of the corporation and the company and the lessees assignees and licensees of either or both of them:

(5) In case the company shall at any time determine that the use by their vehicles of the raised way coloured green on the signed plan and the raised way coloured brown on the signed plan shall be permanently discontinued the corporation shall have the right at their own expense to remove the said raised way coloured green and so much of the raised way coloured brown as lies to the south of the underpass or any part thereof with any raised protective kerbs and any pipes cables or other apparatus thereunder and level the site of such raised way and kerbs so removed and make the same up as part of the carriageway and footways coloured pink or (as the case may be) yellow on the signed plan but so that there shall be a footway for such user in common not less than four feet six inches in width on the easterly side of such carriageway as widened and the company may at their own expense construct steps or other means of access between such footway and any part of their raised ways not so levelled as aforesaid:

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—cont.

- (6) The corporation and the company their respective successors in title as owners lessees or occupiers for the time being of the protected lands or any part thereof and their respective licensees shall (subject to the provisions of sub-paragraph (a) of paragraph (4) hereof) have and enjoy in perpetuity all such easements through the underpass and between any part or parts of the protected lands as may from time to time be requisite or necessary for the enjoyment of the protected lands in whatsoever state of development such protected lands may from time to time be and to whatsoever use they may from time to time be put and in particular but without prejudice to the generality of the foregoing the corporation and the company shall each have the right to lay repair inspect and maintain pipes cables and other apparatus through and under the surface of any part of the underpass but so that interference with traffic by such works shall be reduced to a minimum and the person by whom any excavation is made for the purpose of executing such works shall reinstate the surface of the underpass so excavated in a satisfactory manner as soon as reasonably possible after executing such works:
- (7) (a) The Commission shall at their own expense provide and lay a sufficient drain with all requisite gullies and connections to take surface water from the underpass through the railway embankment carrying the Sheffield District line of the Commission and discharging into the Commission's canal on the north-easterly side of the said Sheffield District line or otherwise as the Commission and the corporation may agree or in default of agreement may be determined by arbitration such drain gullies and connections to be maintained in perpetuity by and at the expense of the Commission but in case the corporation and the company or either of them shall for their own purposes desire to have a drain of larger diameter than would be requisite to comply with the requirements of this paragraph in order to take the surface water from the whole or some part of the protected lands and from any buildings thereon or which may in the future be constructed on the protected lands or any part thereof and shall give notice in writing of such desire to the Commission before the work of constructing the said drain is commenced the Commission shall at their own expense provide lay and maintain in perpetuity in lieu of the drain hereinbefore referred to a drain of such larger diameter as the corporation and the company or either

of them may by such notice in writing require or (in case both the corporation and the company shall serve such notices as aforesaid) as shall be necessary to meet the aggregate requirements of the corporation and the company and shall gratuitously grant to the corporation and the company or either of them as the case may require all such easements and facilities in respect of the drainage of such surface water as is herein referred to as the corporation and the company or either of them may from time to time require and the cost of the provision laying and maintaining of such drain in excess of the cost which would have been incurred in providing and laying and maintaining a drain sufficient to take only the surface water from the underpass shall be borne by the party requiring the provision and laying of such larger drain or (in case both the corporation and the company shall so require) in such shares as the corporation and the company may agree or in default of agreement may be determined by arbitration;

(b) For the purposes of this paragraph section 69 (Arbitration) of this Act shall have effect as if for the reference therein to the President of the Institution of Civil Engineers there were substituted a reference to the President for the time being of the Royal Institution of Chartered Surveyors:

(8) The carriageway and footways coloured pink on the signed plan shall be repaired and maintained in perpetuity by and at the expense of the Commission and the raised ways coloured green and brown and the approach road coloured blue on the signed plan shall be repaired and maintained in perpetuity by and at the expense of the company:

Provided that—

(a) if the said raised way and kerb coloured green on the signed plan or any part or parts thereof shall at any time be levelled and made up as part of the carriageway and footpaths coloured pink on the signed plan the whole of such footpaths and carriageway as so extended shall thereafter be repaired and maintained in perpetuity by and at the expense of the Commission;

(b) the Commission and the corporation may agree that the repair and maintenance of such part of the surface of the underpass as may in accordance with the provisions of this section be at the time of such agreement repairable and maintainable by the Commission shall be taken over by the corporation in

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—cont.

consideration of the payment to the corporation by the Commission of a capital sum to be agreed between the corporation and the Commission and from and after acceptance of any such payment as aforesaid by them the corporation shall at their own sole charge and expense repair and maintain such part or parts of the surface of the underpass to which such payment relates:

- (9) Nothing herein shall prejudice the making of any claims by the corporation or the company in respect of the value of any lands which the Commission may enter upon take and use or in respect of severance disturbance injurious affection or any other heads of compensation:
- (10) Any difference arising under this section between the Commission and the corporation or the company or both (other than a difference as to the construction of this section) shall be settled by arbitration.

For further
protection of
Sheffield
Corporation.

51. Notwithstanding anything in this Act or shown on the deposited plans and sections the following provisions for the further protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Commission and the corporation apply and have effect:—

- (1) (a) The Commission shall give to the corporation not less than three months' notice in writing of their intention to execute Work No. 29 across the footpath between Shepcote Lane and Lockhouse Road together with an estimate of the proper cost to the corporation of the provision of the underpass referred to in sub-paragraph (b) hereof;
- (b) If at any time within a period of three months after receipt of such notice and estimate as aforesaid the corporation give a counter-notice in writing to the Commission of their desire that the Commission in executing Work No. 29 shall construct an underpass (eight feet in width and affording a clear headroom of eight feet throughout such width) for the use of pedestrians along the said footpath beneath the railway comprised in the said work for the use of such pedestrians as aforesaid the Commission shall comply with the counter-notice the corporation (provided that they shall first have approved in writing under the hand of their city engineer the amount of any tender for the construction of such underpass) bearing the proper cost of the provision of such underpass (that is to say the actual cost of construction thereof computed in

accordance with such tender so approved by the corporation without any additional charges in respect of design supervision accounting legal or administrative work or any other matters whatsoever) and maintaining thereafter at their own expense such underpass;

- (c) In case the corporation shall exercise the right conferred on them by sub-paragraph (b) of this paragraph by requiring the provision of such underpass as aforesaid the Commission shall forthwith gratuitously dedicate to the public in perpetuity such part of the said footpath as lies over land owned by them including the way over the canal bridge referred to in the agreements mentioned in sub-paragraph (f) hereof (or any bridge or bridges replacing such bridge) through the underpass and over the level crossing hereinafter referred to but in case the Commission shall at any time after such dedication desire permanently to close the level crossing by which the said footpath crosses the Sheffield to Doncaster line of the Commission's railway and shall have the requisite legal powers to effect such closure the Commission shall give to the corporation not less than twelve months' notice in writing of such desire and the corporation shall at their own expense and in accordance with such reasonable conditions as the Commission may impose and in particular the provision of adequate headroom over the railway for any footbridge as is hereinafter mentioned for the overhead electrification of the railway prior to the expiration of such period of twelve months either construct and thereafter maintain a footbridge of sufficient height and of such width as the corporation may determine (in accordance with plans elevations and specifications submitted to and approved by the Commission or failing agreement as determined by arbitration) over such line for the use of pedestrians using the said footpath or if the corporation shall prefer they shall construct and thereafter maintain a subway of such width and affording such headroom as the corporation may determine (in accordance with plans elevations and specifications submitted to and approved by the Commission or failing agreement as determined by arbitration) for such use as aforesaid under the said line of the Commission's railway and in either case the Commission shall afford all such facilities as may be reasonably required by the corporation for the construction and maintenance of such footbridge or subway and such footbridge or subway (as the case may be) shall be dedicated gratuitously to the public forthwith upon completion thereof

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—cont.

the Commission joining with the corporation without consideration in such dedication as owners of the land affected thereby;

- (d) In order to facilitate the construction of such underpass subway or footbridge as hereinbefore referred to or any of them the corporation shall have the right at any time prior to the completion of Work No. 29 or the closure of the level crossing hereinbefore referred to whichever shall later occur to divert the said footpath to such line on the land of the Commission as the corporation and the Commission may agree or in default of agreement may be determined by arbitration and from and after the exercise by the corporation of such right the provisions of this section shall apply to such footpath as so diverted;
- (e) The corporation shall be responsible at their own cost for securing authority for the diversion of any public right necessitated by the provisions of this paragraph;
- (f) Except in so far as the same may be inconsistent with the provisions of this section the provisions of the agreement dated the first day of July nineteen hundred and forty-seven made between the Sheffield and South Yorkshire Navigation Company of the one part and the corporation of the other part shall continue in force and effect together with so much of clauses 1 3 4 5 and 7 of the agreement dated the twenty-eighth day of November nineteen hundred and twenty-two made between the Sheffield and South Yorkshire Navigation Company of the one part and the Tinsley Park Colliery Company Limited of the other part so far as the same are consistent with the provisions of this section:

Provided that in case such footpath shall be diverted under the provisions of this section the terms of the said agreements shall be modified accordingly;

- (g) The agreement dated the twentieth day of November nineteen hundred and forty-seven between the London and North Eastern Railway Company of the one part and the corporation of the other part shall cease to have effect as from the dedication of the footpath in accordance with the provisions of sub-paragraph (c) of this paragraph:
- (2) (a) In executing Work No. 29 the Commission shall ensure that no part thereof or of any embankment or works supporting the same shall be constructed or extend beyond the lines of lateral deviation shown on the

deposited plans in respect of such work and shall so far as may be reasonably practicable confine such embankment and works to the southernmost part of the lands within such limits;

- (b) In case the corporation shall within twelve months from the commencement of this Act give notice to the Commission in writing that they are able to make available to the Commission any lands outside the prescribed limits of lateral deviation of Work No. 28 which may be requisite and necessary for the purpose of the construction of Work No. 28 in manner hereinafter referred to and that they will make such lands available to the Commission on the same terms and conditions as though such lands were authorised to be purchased and taken by the Commission under the provisions of this Act the Commission shall in executing Work No. 28 enlarge their canal basin in such manner that the southerly bank thereof shall be formed in a straight line approximately parallel to the centre line of Work No. 29 shown on the deposited plans and so that the corporation or other the owner or owners for the time being of the lands intersected by Work No. 29 shall be left with a strip of land not less than one hundred feet in depth between the northernmost point of Work No. 29 and the southernmost point of Work No. 28:
- (3) (a) The Commission shall so far as reasonably practicable grant to the corporation gratuitously such easements in perpetuity as the corporation may from time to time determine to lay maintain and as the occasion may require inspect and repair pipes and cables in such positions as the corporation and the Commission shall agree or in default of agreement shall be determined by arbitration through and under the embankment and works of the Commission comprising or forming part of Work No. 29 between lands for the time being in the ownership of the corporation severed by such embankment and works (notwithstanding that such lands may not have been acquired by the corporation until after the commencement of this Act) and such easements shall enure for the benefit of the corporation their lessees and assignees of the lands hereinbefore referred to and licensees of the corporation;
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph the corporation shall be liable to pay to the Commission reasonable compensation in respect of delays to traffic on or damage to the Commission's railways arising directly out of the execution

PART V
—cont.

by the corporation of works authorised by such easements granted in manner hereinbefore provided and the reasonable expense incurred by the Commission of employing flagmen watchmen or other servants of the Commission for the reasonable protection of the corporation's workmen and the Commission's railways and works and the traffic thereon during the execution by the corporation of such works so authorised as in sub-paragraph (a) of this paragraph but the corporation shall not be required by the Commission to enter into any covenant or agreement whatsoever to indemnify them in respect of any other matters;

- (c) It shall be a condition of the exercise of any such easement as specified that any such works as aforesaid executed by the corporation shall be carried out to the reasonable satisfaction of the chief civil engineer for the time being of the Eastern Region of the Commission and if he shall so require in accordance with detailed drawings and sections and specifications previously approved by him (such approval not to be unreasonably withheld):
- (4) (a) In making Works Nos. 29 and 31 the Commission shall in lieu of constructing a bridge sufficient only to carry the railways comprised in such works over Shepcote Lane construct a bridge or bridges (hereinafter called "the new bridge") which shall replace the existing bridge carrying the Sheffield District railway over Shepcote Lane and shall carry both the Sheffield District railway and the railways comprised in Works Nos. 29 and 31 over Shepcote Lane and over the lands on the westerly side thereof (hereinafter called "the additional lands") which the corporation propose to add to Shepcote Lane for the improvement and widening of the same to comprise (from east to west) a footpath not less at any point than ten feet in width a carriageway not less at any point than twenty-two feet in width a central reservation not less at any point than six feet in width a further carriageway not less at any point than twenty-two feet in width and a further footpath not less at any point than ten feet in width;
- (b) In constructing the new bridge the Commission shall provide a minimum clear headroom above the whole of the surface of Shepcote Lane and above the whole of the additional lands as follows (that is to say) fifteen feet eleven inches above the whole of the surface of the carriageway of Shepcote Lane thence decreasing linearly to fifteen feet three inches (measured from a horizontal

projection over the additional lands of the crown of the carriageway of Shepcote Lane) above the whole of the surface of the additional lands:

Provided that—

(i) notwithstanding the foregoing the new bridge shall be supported by a pier constructed on the central reservation referred to in sub-paragraph (a) of this paragraph so that no part of such pier shall be within two feet of a vertical projection of the face of the kerb on either side of such central reservation;

(ii) the foundations and the abutments of the new bridge shall be constructed in such manner and to such depth that the corporation may by reducing the level of Shepcote Lane and the additional lands or any part or parts thereof increase the clear head-room above the same to sixteen feet six inches but no part of the cost of reducing such level shall fall to be borne by the Commission;

(c) The new bridge shall be constructed and thereafter maintained in perpetuity by and at the expense of the Commission to the reasonable satisfaction in all respects of the corporation and the corporation (provided that they shall first have approved in writing under the hand of their city engineer the amount of any tender for the construction of the new bridge) shall contribute to the Commission the appropriate proportion of the proper cost of construction and maintenance thereof together with a sum of five thousand pounds;

(d) The appropriate proportion referred to in sub-paragraph (c) of this paragraph shall be such proportion as is borne to the total area of the deck of the new bridge measured on the underside thereof between the inside faces of the abutments thereof (but not excluding the area of the supporting pier referred to in sub-paragraph (b) of this paragraph) by an area computed by multiplying thirty-two feet by the over-all width of the existing bridge carrying the Sheffield District railway over Shepcote Lane and the proper cost of the construction of the new bridge shall be taken to be limited to the following (that is to say) the actual cost of construction thereof (computed in accordance with such tender so approved by the corporation) and shall include the Commission's reasonable fees and expenses for design supervision administrative accountancy and legal work;

(e) The Commission shall gratuitously permit the corporation to execute the works for the widening and improvement of Shepcote Lane on and over the additional lands to

PART V
— cont.

the extent to which the same shall then be in the ownership of the Commission and the corporation in executing the said works shall be responsible for any damage caused to the new bridge. Upon completion of such works the Commission shall gratuitously dedicate such additional lands as are then within their ownership in perpetuity to the use of the public:

- (5) (a) Not less than six weeks before commencing to construct the new bridge the Commission shall submit to the corporation for their reasonable approval in respect of matters with which the corporation are properly concerned plans sections and specifications of the proposed works in relation to the new bridge (which works are in this section referred to as "the bridge works") and if the corporation fail to signify their approval or their disapproval within six weeks after the submission to them of the said plans sections and specifications the corporation shall be deemed to have approved the same;
- (b) If the corporation shall signify their disapproval of the said plans sections or specifications within the said period of six weeks and the Commission and the corporation fail to agree with regard thereto the difference shall be referred to arbitration and the Commission shall not commence to construct the new bridge until the plans sections and specifications of the bridge works have been approved by the corporation or any such difference has been settled by arbitration;
- (6) The new bridge shall be constructed in accordance with the plans sections and specifications so approved by the corporation or in case of difference settled by arbitration and to the reasonable satisfaction of the corporation and the Commission shall not in constructing the new bridge unreasonably interrupt the traffic passing along Shepcote Lane and shall make good all damage or injury whatsoever which shall happen or arise to Shepcote Lane by reason or in consequence of the construction of the new bridge;
- (7) The Commission shall at all reasonable times during the construction of the new bridge afford to the city engineer and his duly authorised representatives access to the bridge works for the purposes of inspection and shall supply the corporation with all such information as they may reasonably require with regard to the bridge works and the method of construction thereof;
- (8) The Commission shall during the execution and until the completion of the bridge works and any making

good of Shepcote Lane make and carry into effect such arrangements for lighting and watching the same and any portion of Shepcote Lane interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using Shepcote Lane:

- (9) The new bridge shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom:
- (10) Except as otherwise provided in this section the Commission shall not under the powers of this Act alter the existing level of Shepcote Lane nor shall they alter disturb or in any way interfere with any watercourse drain or other property or work of the corporation or under the control of or repairable by the corporation or the access thereto without the consent of the corporation which may be given subject to such reasonable terms and conditions as the corporation may require but shall not be unreasonably withheld and any alteration diversion replacement or reconstruction of any such watercourse drain or other property or work that may be necessary shall be made by the corporation or the Commission as the corporation think fit and any costs or expenses reasonably incurred by the corporation in so doing shall be repaid to the corporation by the Commission:

Provided that this paragraph shall not extend to regulate the relations between the Commission and the corporation in respect of any matter or thing concerning which those relations are regulated in any respect by Part II of the Public Utilities Street Works Act 1950:

- (11) Nothing herein shall prejudice the making of any claims by the corporation in respect of the value of any lands which the Commission may enter upon take and use or in respect of severance disturbance injurious affection or any other heads of compensation:
- (12) Any difference arising between the Commission and the corporation under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

52. The provisions of section 46 (For protection of certain authorities) of the Act of 1955 so far as they apply for the protection of the mayor aldermen and councillors of the city of Westminster shall apply and have effect as if they were set out in this Act and as if for the reference in the said section to the underground railways there were substituted a reference to Work No. 2.

For protection
of
Westminster
City Council.

PART V
—cont.For protection
of National
Coal Board.

53. For the protection of the National Coal Board (hereinafter referred to as "the board") the following provisions shall unless otherwise agreed in writing between the Commission and the board apply and have effect:—

- (1) (a) In this paragraph "the Rothwell works" means Work No. 25 and the lines of railway and the works supporting the same to be constructed by the Commission for providing a railway depot and marshalling yard on the lands in the urban district of Rothwell referred to in the Fourth Schedule to this Act;
 - (b) Where in the construction of any part of the Rothwell works the Commission interfere with the use of any existing siding accommodation of the board at their Rothwell colliery or the connections thereto the Commission shall at their own expense provide during such construction reasonable alternative facilities and upon completion of that part of the Rothwell works reasonable alternative siding accommodation or connections in accordance with the plan signed in duplicate by Edward Lockwood Triffit on behalf of the Commission and Harold Saul on behalf of the board one copy of which has been deposited with the Commission and one with the board;
 - (c) (i) The Commission shall not construct any part of the Rothwell works over the line of the board's Stourton water drift until they have provided at their own expense at each of two points on the line of the said drift and within the lands acquired by the Commission for the purposes of the Rothwell works a shaft or manhole to enable persons to gain access from the surface to the said drift;
 - (ii) The Commission shall not construct any shaft or manhole in pursuance of this sub-paragraph except in accordance with plans sections and specifications approved by the board which approval shall not be unreasonably withheld;
 - (iii) The Commission shall permit the board their servants and agents at all reasonable times to use any shaft or manhole provided in pursuance of this sub-paragraph in order to gain access to Stourton water drift for the purpose of inspecting cleaning repairing or maintaining the said drift;
- (2) The Commission shall not construct any part of Work No. 31 so as to damage or in any way interfere with the shaft known as the No. 8 Shaft at the board's Tinsley

Park colliery site (being the shaft partly included in the property numbered on the deposited plans 11 in the city and county borough of Sheffield):

- (3) (a) The Commission shall not construct any part of Work No. 35 so as to interfere with any part of the board's underground water pipeline and overhead electric power line running between the board's Upton colliery and their borehole at Wrangbrook until the Commission have at their own expense diverted the said pipeline and power line to such extent as shall ensure an uninterrupted and undiminished supply of water to the said colliery from the said borehole;
- (b) The Commission shall carry out the diversion of the said pipeline and power line in such a manner as to cause the minimum of interruption to the supply of water to the said colliery from the said borehole and in case it shall be necessary to interrupt the supply of water to cause such interruption only at such time or times as may be agreed between the Commission and the board or in default of agreement as settled by arbitration. The materials to be used in and the method of laying or installing the diverted lengths of the said pipeline and power line shall be such as may be approved by the board which approval shall not be unreasonably withheld;
- (4) In the event of the board omitting to express their disapproval of any plans sections specifications or other matters within twenty-eight days after the same shall have been submitted to them in pursuance of any provision of this section they shall be deemed to have approved the same;
- (5) The approval by the board under this section of any plans sections specifications or other matters shall not exonerate the Commission from any liability or affect any claim for damages;
- (6) Any difference arising between the Commission and the board under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

54. For the protection of the Trent River Board (in this section referred to as "the river board") the following provisions shall unless otherwise agreed in writing between the Commission and the river board apply and have effect:—

- (1) In this section—

"the closed canals" means the portions of the several waterways (other than the Dudley Canal and

PART V
—cont.

the Stourbridge Canal) described in the second column of the Third Schedule to this Act in respect of which all rights of navigation are extinguished under section 19 (Closing to navigation of certain waterways) of this Act and "closed canal" means any of the closed canals;

"the adjacent watercourses" means the watercourses constructed by the Commission or their predecessors adjacent to a closed canal and maintainable by the Commission:

- (2) (a) The Commission shall to the reasonable satisfaction of the river board so maintain the closed canals and the adjacent watercourses that the use thereof as an efficient part of the land drainage system of the Trent River Board Area as for the time being constituted to the extent to which the closed canals and the adjacent watercourses were immediately before the passing of this Act so used shall not be impaired;
- (b) The Commission may with the consent of the river board which consent shall not be unreasonably withheld substitute for a closed canal or the adjacent watercourses or any part thereof reasonably suitable alternative provision for the purposes of land drainage;
- (3) In the event of a closed canal or any part thereof being transferred to any other authority body or person the provisions of this section shall extend and apply to the closed canal or the part thereof so transferred as if such authority body or person were referred to therein in lieu of the Commission;
- (4) Any difference arising between the Commission and the river board under this section (other than a difference as to the meaning thereof which does not arise in the course of the arbitration) shall be settled by arbitration.

For protection
of Usk
River Board
and Caldicot
and
Wentlooge
Levels
Internal
Drainage
Board.

55. For the protection of the Usk River Board and the Caldicot and Wentlooge Levels Internal Drainage Board the following provisions shall unless otherwise agreed in writing between the Commission and the appropriate board apply and have effect:—

- (1) In this section—

"the appropriate board" means in respect of any of the watercourses which is for the time being designated as main river for the purposes of the Land Drainage Act 1930 the Usk River Board and in respect of any other of the watercourses the Caldicot and Wentlooge Levels Internal Drainage Board;

“ authorised work ” means so much of either Work No. 36 or Work No. 37 and any works and conveniences connected therewith as may be constructed on or over or as may in any way affect the watercourses or the banks thereof;

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

“ construct ” includes replace alter and renew and “ constructed ” and “ construction ” have corresponding meanings;

“ the watercourses ” means the Ridings Reen Wilcrick Moor Reen or the Waundeilad Reen or one or more of them:

- (2) Before commencing to construct an authorised work the Commission shall submit to the appropriate board for their reasonable approval sufficient plans sections and particulars relating thereto:

Provided that if within twenty-eight days after the submission to them of such plans sections and particulars such board does not signify in writing to the Commission their disapproval thereof they shall be deemed to have approved thereof:

- (3) An authorised work shall not be constructed otherwise than in accordance with such plans sections and particulars as may be approved (or are deemed to be approved) by the appropriate board or if such approval be withheld as may be settled by arbitration and shall be constructed to the reasonable satisfaction of the appropriate board:
- (4) The Commission shall at all reasonable times afford to the engineer to the appropriate board or his duly authorised representative access to an authorised work for the purpose of inspection and shall comply with any reasonable directions given by such engineer or representative in reference to any works executed within the confines of the watercourses:
- (5) In the construction of an authorised work the Commission shall not diminish the width between the banks of any of the watercourses except with the consent of the appropriate board but such consent shall not be unreasonably withheld:
- (6) Except with the consent of the appropriate board which shall not be unreasonably withheld the Commission shall not construct maintain or repair an authorised work otherwise than—
- (a) in such manner across any of the watercourses as to allow the free passage of water (including flood water) under the authorised work; and

PART V
—cont.

(b) in such manner as not to obstruct or interfere with the free flow of water (including flood water) in into or out of any of the watercourses:

(7) In the construction repair maintenance or user of an authorised work the Commission shall—

(a) take all reasonable precautions to prevent interference with the flow of water in into through or out of any of the watercourses and to prevent the deposit from any work of the Commission of any solid matter in any of the watercourses;

(b) at regular intervals and as and when they may be directed in writing to do so by the appropriate board remove with all reasonable dispatch any debris or other material which has accumulated against or in the vicinity of any part of the authorised work in such a way or to such an extent as to interfere with the free flow of water in any of the watercourses:

(8) The Commission shall give not less than twenty-eight days' notice in writing to the appropriate board before commencing to construct an authorised work:

(9) If by reason or in consequence of the construction repair or maintenance of any authorised work or of the failure thereof or of the failure to maintain the same the channel or banks of any of the watercourses shall at any time be injured or damaged such injury or damage shall be forthwith made good by the Commission to the reasonable satisfaction of the engineer to the appropriate board and if the Commission fail so to do the appropriate board may make good the same and recover from the Commission the costs and expenses reasonably incurred by them in so doing:

(10) The Commission shall indemnify and hold harmless the appropriate board from all claims demands costs expenses damages or loss which may be made on or against them or which they may incur or have to pay or which they may sustain by reason or in consequence of the construction use maintenance or repair of an authorised work or of the failure or want of repair thereof or any subsidence caused by the construction thereof or in consequence of any act or omission of the Commission their contractors agents workmen or servants:

Provided that the appropriate board shall give to the Commission reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Commission:

- (11) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the appropriate board or to their satisfaction or in accordance with any directions or award of an arbitrator shall not relieve the Commission from any liability under the provisions of this section:
- (12) Any difference arising between the Commission and the appropriate board under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

56. For the protection of the Yorkshire Ouse River Board (in this section referred to as "the river board") the following provisions shall unless otherwise agreed in writing between the Commission and the river board apply and have effect:—

For protection
of Yorkshire
Ouse River
Board.

- (1) In this section unless the context otherwise requires—
 "authorised work" means Work No. 22 and includes all subsidiary works whether permanent or temporary for or in connection with the construction maintenance or use of Work No. 22;
 "the river" means the river Aire:
- (2) (a) The Commission before commencing to execute any part of the authorised work shall submit to the river board plans and sections and (when reasonably required by the river board) working drawings thereof for their reasonable approval;
- (b) If the river board do not within one month after the submission to them of any such plans sections and drawings signify to the Commission in writing their disapproval thereof they shall be deemed to have approved thereof;
- (c) The authorised work shall not be executed otherwise than in accordance with such plans and sections and drawings (if any) as may be approved by the river board or if the river board have signified their disapproval thereof as may be settled by arbitration and shall be executed and maintained to the reasonable satisfaction of the river board:
- (3) The Commission shall give to the engineer to the river board not less than fourteen days' notice in writing of their intention to commence any part of the authorised work:
- (4) If by reason or in consequence of the construction repair or maintenance of the authorised work or of the failure thereof or of the failure to maintain the same the channel or banks of the river shall at any time be

PART V
—cont.

injured or damaged such injury or damage shall be forthwith made good by the Commission to the reasonable satisfaction of the engineer to the river board:

- (5) Except with the consent of the river board which shall not be unreasonably withheld the Commission shall not construct maintain or repair the authorised work otherwise than in such manner across the river as to allow the free passage of water (including flood water) under the authorised work:
- (6) On the completion of Work No. 22 the Commission shall remove all temporary works placed by them in the river and shall at their own expense keep repaired any other works placed by them in the river:
- (7) The Commission shall at all reasonable times afford to the engineer to the river board or his duly authorised representative access to any part of the authorised work during the construction maintenance or repair thereof for the purpose of inspection:
- (8) The construction maintenance or repair of any authorised work shall when commenced be continued uninterruptedly so far as may be reasonably practicable until completion:
- (9) The Commission shall at all times keep the channel of the river clear of any debris rubbish matter or thing which may be lodged against or beneath any part of the authorised work in such a way or to such an extent as to interfere with the free flow of water in the river:
- (10) If under the powers of this Act the Commission provide a railway depot or marshalling yard on any land within the parishes of Brinsworth and Catcliffe and the county borough of Sheffield they shall before constructing drains to take the surface water therefrom submit to the river board for their reasonable approval plans and sections of their drainage proposals and shall not construct any such drains otherwise than in accordance with such plans and sections as may be approved by the river board or if the river board have signified their disapproval thereof as may be settled by arbitration:

Provided that if the river board do not within one month after the submission to them of any such plans and sections signify to the Commission in writing their disapproval thereof they shall be deemed to have approved thereof:

- (11) Any difference arising between the Commission and the river board under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

57. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions for the protection of Firth-Vickers Stainless Steels Limited (in this section referred to as "the company") shall unless otherwise agreed in writing between the Commission and the company apply and have effect:—

For protection
of Firth-
Vickers
Stainless
Steels Limited.

- (1) In this section—

“the city” means the city of Sheffield;

“the compensation lands” means the lands in the city shown edged pink on the signed plan;

“the pumping station” means the pumping station and water tower of the company situated on the land delineated on the deposited plans and described in the deposited book of reference and therein numbered 11 in the city;

“the signed plan” means the plan signed in duplicate by Alexander Key Terris on behalf of the Commission and James Thompson William Dewar on behalf of the company one copy of which has been deposited with the Commission and one with the company:

- (2) The Commission shall not under the powers of this Act enter upon take or use the lands of the Company delineated on the deposited plans and described in the deposited book of reference and therein numbered 11 12 and 14 in the city until the compensation lands have been conveyed to and vested in the company free from any public rights of way or other rights of third parties affecting the surface of the compensation lands and permission has been granted under the Town and Country Planning Act 1947 for the use of the compensation lands for industrial purposes:

Provided that the company shall make or join in making application for planning permission as may be necessary:

- (3) All costs charges and expenses incurred in relation to the conveyance to and vesting in the company of the compensation lands shall be paid by the Commission;
- (4) The Commission shall not acquire alter disturb or in any way interfere with the pumping station:
- (5) Any difference arising between the Commission and the company under this section shall be settled by arbitration.

PART VI

MISCELLANEOUS

As to
Tilbury-
Gravesend
ferry.

58.—(1) In this section—

“ the appointed day ” means the fourth anniversary of the passing of this Act or the first anniversary of the opening to public traffic of the tunnel whichever is the later;

“ the ferries ” means—

(a) the ancient cross ferry or water passage over and across the river Thames from Gravesend and Milton next Gravesend both in the county of Kent to Chadwell and West Tilbury both in the county of Essex together with all the tolls rights profits emoluments advantages and privileges appertaining or belonging thereto or arising therefrom as the same is now vested in the Commission under and by virtue of the conveyance and enactments respectively referred to in Part I of the Seventh Schedule to this Act; and

(b) the ancient cross ferry or water passage over and across the river Thames from Chadwell and West Tilbury to Gravesend and Milton next Gravesend together with all the tolls rights profits emoluments advantages and privileges appertaining or belonging thereto or arising therefrom as the same is now leased to the Commission for the term of thirty years from the twenty-ninth day of September nineteen hundred and fifty under and by virtue of the lease referred to in Part II of the said schedule;

“ the tunnel ” means the tunnel for vehicular traffic under the river Thames between Dartford in the county of Kent and the urban district of Thurrock in the county of Essex authorised by the Dartford Tunnel Acts 1930 to 1957.

(2) As from the appointed day all duties and obligations of the Commission with respect to the conveyance by means of the ferries of any vehicles goods animals matters or things of whatever description (other than passengers and their hand luggage and such motor assisted bicycles (equipped with pedals with which they are capable of being propelled) motor scooters bicycles invalid carriages and perambulators as can be safely and conveniently embarked and accommodated on board the ferry vessels) shall cease and determine.

(3) As from the appointed day the enactments referred to in the first and second columns of Part III of the said schedule are hereby repealed to the extent specified in the third column thereof.

(4) The references to steam boats in section XXVIII (Power to establish steam communication) of the London Tilbury

and Southend Extension Railway Act 1852 and in any other enactment relating to the steam boats and steam communication authorised by that section shall be read and construed as references to vessels of any description and the expression "carriages" in the said section XXVIII shall be read and construed as including vehicles of any description.

PART VI
—cont.

59. Paragraph (c) of subsection (3) of section 9 (General provisions as to mode of construction of underground railways) of the Act of 1955 shall have effect in relation to Work No. 5 authorised by that Act as if for the words "fourteen feet" there were substituted the words "sixteen feet".

Modification of restriction on size of tunnels comprised in work authorised by Act of 1955.

60. Notwithstanding anything in section CLXXVII (Regulating Construction of Bridge over Branch of the River Trent) of the Great Northern Railway Act 1846 the Commission shall not be required to maintain the haling path referred to in that section of any greater width than four feet six inches.

As to haling path under bridge over Newark Dyke.

61. Notwithstanding anything in section 5 (Power to execute works shown on plans and sections) of the Great Eastern Railway (General Powers) Act 1887 the Commission shall not be required to provide either the footbridge or subway for the use of foot-passengers referred to in the proviso to paragraph (H) of that section.

As to footbridge at Wisbech.

62. Notwithstanding anything in any enactment the Commission shall not in reconstructing the bridge carrying the railway between Vauxhall and Queens Road over South Lambeth Place in the metropolitan borough of Lambeth be required to provide a greater headroom over the roadway than sixteen feet six inches.

As to bridge over South Lambeth Place.

63. Notwithstanding the provisions of section 34 (Providing for the height and width of the Bridge over the Ancholme) of the Trent Ancholme and Grimsby Railway Act 1861 the Commission shall not in reconstructing the said bridge be required to provide a single arch or opening over the new river Ancholme and the towing path or cess on the east side thereof as provided by the said section but may provide an arch or opening over the said river of not less span than eighty-seven feet measured at right angles with the said river and a separate arch or opening over the said towing path or cess of a square span of not less than ten feet.

As to bridge over new river Ancholme

64. Notwithstanding the provisions of section XIII (Bridge to be built over the River Ravensborne) of the Act 3 Wm. 4 c. xlvi intituled "An Act for making a Railway from London to Greenwich" the Commission shall not in reconstructing the said bridge be required to provide therein a drawbridge or swivel-bridge as provided by the said section but may substitute for the

As to bridge at Deptford Creek.

PART VI
—cont.

existing drawbridge a lifting span having a clear headway above the level of high water at ordinary spring tides of not less than fifty-five feet when raised.

Repeals.

65.—(1) The enactments referred to in the first and second columns of the Eighth Schedule to this Act are hereby repealed to the extent specified in the third column of the said schedule.

(2) Any person who suffers loss by the extinguishment by this section of any private right shall be entitled to be paid by the Commission compensation to be determined in case of dispute by the tribunal under and in accordance with the Lands Clauses Acts.

Modification
of restrictions
at Charing
Cross.

66.—(1) So much of section XCVI (Company to form area in front of Station) of the Charing Cross Railway Act 1859 as requires the Commission to increase the width of the forecourt or area referred to in that section in the circumstances therein mentioned shall cease to have effect.

(2) The said section and section 40 (Byelaws for regulating user of Fore-Court and Tunnel and Footway at Charing Cross) of the Charing Cross Railway Act 1863 shall not operate to prevent the erection upon the said forecourt or area of any building which has been approved in writing by the London County Council.

Extensions
of time.

67.—(1) The period now limited by the Act of 1957 for the compulsory purchase of the lands referred to in the Ninth Schedule to this Act is hereby extended until the thirty-first day of December nineteen hundred and sixty-three.

(2) In this section and in the said schedule the word “lands” includes any easements or rights in under or over land authorised to be acquired by the enactments referred to in the said schedule.

Saving for
town and
country
planning.

68. This Act shall be deemed to be an enactment passed before and in force at the passing of the Town and Country Planning Act 1947 for the purposes of subsection (4) of section 13 and subsection (1) of section 118 of that Act.

Arbitration.

69. Where under this Act any difference (other than a difference to which the provisions of the Lands Clauses Acts apply) is to be referred to or settled by arbitration then unless otherwise provided such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers.

Costs of Act.

70. 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 Commission and may in whole or in part be defrayed out of revenue.

SCHEDULES

FIRST SCHEDULE

Section 13.

THE LEVEL CROSSINGS REFERRED TO IN SECTION 13 (AS TO CERTAIN
LEVEL CROSSINGS) OF THIS ACT

PART I

In the county of Norfolk—

In the parish of Griston in the rural district of Wayland—

The level crossing known as Griston No. 1 or Sleigh Lane crossing whereby Sleigh Lane is crossed by the Thetford and Watton Railway between Stow Bedon and Watton stations.

PART II

In the county of Cambridge—

In the parishes of Horningsea and Fen Ditton in the rural district of Chesterton—

The level crossing known as Quy No. 1 crossing whereby Low Fen Drove Way is crossed by the Mildenhall branch railway between Barnwell Junction and Quy stations.

In the county of Lincoln (Parts of Lindsey)—

In the rural district of Louth—

In the parish of Legbourne—

The level crossing known as Crossing No. 110 whereby Legbourne Wood Lane is crossed by the East Lincolnshire Railway between Legbourne Road and Authorpe stations.

In the parishes of Legbourne and Muckton—

The level crossing known as Crossing No. 111 whereby Legbourne Wood Lane is crossed by the East Lincolnshire Railway between Legbourne Road and Authorpe stations.

In the parishes of Muckton and Authorpe—

The level crossing known as Muckton Lane crossing whereby Muckton Lane is crossed by the East Lincolnshire Railway between Legbourne Road and Authorpe stations.

1ST SCH
—cont.

In the parish of Saltfleetby St. Peter—

The level crossing known as Saltergate crossing whereby the road known as Salter Gate is crossed by the Louth and East Coast Railway between Grimoldby and Saltfleetby stations.

In the county of Nottingham—

In the parish of Fiskerton-cum-Morton in the rural district of Southwell—

The level crossing known as Gorsy Lane crossing whereby the road known as Gorsy Lane is crossed by the Nottingham and Lincoln Railway between Bleasby and Fiskerton stations.

PART III

In the county of Dorset—

In the borough of Dorchester—

The level crossing known as Syward crossing whereby Syward Road is crossed by the Southampton and Dorchester Railway between Moreton and Dorchester stations.

In the county of the Soke of Peterborough—

In the parish of Ailsworth in the rural district of Peterborough—

The level crossing known as Castor Station crossing whereby the road from Ailsworth to the river Nene is crossed by the Northampton and Peterborough Railway at Castor Station.

In the West Riding of the county of York—

In the parish of Beal in the rural district of Osgoldcross—

The level crossing known as Turver's Lane crossing whereby Turver's Lane is crossed by the Wakefield Pontefract and Goole Railway between Knottingley and Whitley Bridge stations.

SECOND SCHEDULE

Section 17.

AGREEMENT REFERRED TO IN SECTION 17 (AS TO LEASE TO NATIONAL TRUST OF PART OF STRATFORD-ON-AVON CANAL) OF THIS ACT

AN AGREEMENT made this Seventeenth day of November Nineteen hundred and fifty-nine between THE BRITISH TRANSPORT COMMISSION (hereinafter called "the Commission") of the one part and THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY incorporated by the National Trust Act 1907 (hereinafter called "the Trust") of the other part

Whereas:—

(a) By the Act 33 George III chapter 112 intituled "An Act for Making and Maintaining a Navigable Canal from the Worcester and Birmingham Canal Navigation in the Parish of King's Norton into the Borough of Stratford upon Avon; and also certain Collateral Cuts from the said intended Canal" the Company of Proprietors of the Stratford-upon-Avon Canal Navigation were incorporated

(b) By the said Act and the other Acts referred to in the First Schedule hereto the said Company of Proprietors were authorised to make and maintain a canal with the collateral cuts in the said Acts described now known as the Stratford-on-Avon Canal and hereinafter called "the canal"

(c) Under and by virtue of divers Acts of Parliament and an indenture of conveyance made in pursuance of one of them and ultimately of the Transport Act 1947 the undertaking of the said Company of Proprietors became and is now vested in the Commission

(d) The Trust have applied to the Commission for the grant to them of a lease of the southern section of the canal from Kingswood Junction to Stratford-on-Avon with an option to require a transfer to them of the said section of canal as hereinafter provided and the Commission are willing to enter into the agreement hereinafter contained for the grant of such lease and option 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. (a) The Commission will grant to the Trust and the Trust will accept a lease of—

- (i) that part of the canal thirteen miles in length or thereabouts which extends from the northern end of Lock No. 21 at Kingswood Junction in the parish of Lapworth in the county of Warwick to the southern end of Lock No. 56 in the borough of Stratford-on-Avon together with all the lands buildings houses locks wharves docks basins bridges aqueducts towing paths and works belonging to the Commission and held and used by them in connection with the said part of the canal (except the several bridges carrying public roads over the said part of the canal referred to in the Second Schedule hereto with the abutments wing walls and embankments thereof the roads thereon and the approaches thereto all of which are together hereinafter referred to as "the excepted bridges");

2ND SCH.
—cont.

- (ii) all ways watercourses easements and appurtenances which under or by virtue of any Act of Parliament affecting the canal or otherwise are vested in the Commission at the date of the lease and are held used occupied or enjoyed by the Commission in connection with or for the purposes of the said part of the canal;
- (iii) all rates charges tolls rents and profits arising in respect of the said part of the canal;
- (iv) the benefit and interest of the Commission in all leases tenancies agreements and arrangements existing between the Commission and any other bodies or persons at the date of the lease relating to the said part of the canal or any traffic thereon; and
- (v) all statutory and other rights powers or privileges of the Commission in respect of the said part of the canal or any of the other property matters or things aforesaid.

(b) The premises hereinbefore described in this clause together with all additions or improvements made thereto during the continuance of the lease are hereinafter where not repugnant to the context included in the expression "the demised premises".

(c) The demised premises do not include any of the railways railway bridges or railway works of the Commission situated on over or under the demised premises or any part thereof or any of the statutory and other rights powers and privileges of the Commission in respect of those railways bridges or works.

(d) So much of the demised premises as is described in sub-paragraph (i) of paragraph (a) of this clause is shown edged green and coloured pink and blue washed pink on the plans signed in duplicate by William Leonard Ives on behalf of the Commission and by John Francis Warre Rathbone on behalf of the Trust whereof one copy is held by the Commission and one by the Trust.

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

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

(a) 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;

(b) To the Commission and all persons claiming under them or permitted by them or any other person for the time being entitled to the same—

(i) a right of support from the demised premises for the excepted bridges and the railways railway bridges and railway works of the Commission situated on over or under the part of the canal included in the lease and any adjoining or neighbouring property of the Commission;

(ii) the free running and passing of water and soil gas and electricity coming from or passing to any other

building or land in and through any sewer drain water-course pipe cable or wire now on over or under the demised premises and the right to maintain the same and to connect thereto;

(iii) the right from time to time and at all times during the continuance of the lease—

(A) to fix construct place maintain and use on over or under the demised premises any sewer drain water course or pipe which may be necessary or convenient;

(B) to erect fix maintain and use on over or under the demised premises any poles wires or cables which may be necessary or convenient and to attach the same to any part of the demised premises:

Provided always that before exercising the right hereinbefore reserved the Commission shall consult the Trust as to the time when and the manner in which such works shall be carried out;

(iv) the right at all reasonable times or in case of emergency at any time to enter on the demised premises for the purpose of inspecting the same or any adjoining property of the Commission and of exercising the rights reserved by sub-paragraphs (b) (ii) and (b) (iii) of this clause;

(v) full right and liberty from time to time to use their adjoining and neighbouring lands in such manner as they may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the demised premises may be thereby affected;

(vi) full right and liberty from time to time to enter upon the demised premises for the purposes of the maintenance use repair renewal alteration reconstruction or widening of the excepted bridges or of the railways railway bridges and railway works of the Commission situated on over or under the part of the canal included in the lease and to erect on the demised premises such temporary or permanent works plant or machinery as the Commission may require for those purposes or any of them (making good all damage to 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 Trust) so much of the demised premises as the Commission may require for the purposes of such maintenance use repair alteration reconstruction or widening: Provided always that before exercising the right hereinbefore reserved the Commission shall consult the Trust as to the time when and the manner in which the works shall be carried out and as to the external appearance of any bridge works;

(vii) the right from time to time and at all times during the continuance of the lease to abstract from the part

2ND SCHEDULE
—cont.

of the canal included in the lease by the means now installed above Lock No. 40 such water as the Commission may require for locomotive or other railway purposes paying for all water so abstracted at the rate of tenpence per thousand gallons: Provided that such supplies shall be metered and the meter shall be installed and maintained by and at the expense of the Commission;

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

4. The term of the lease shall be for five years from the first quarter day occurring after the date of the passing into law of a Bill containing the clauses referred to in clause 15 (1) hereof subject to determination as hereinafter provided.

5. The rent to be reserved by the lease shall be the yearly rent of one peppercorn if demanded.

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

(i) To pay the said yearly rent of one peppercorn if demanded:

(ii) To pay or repay to the Commission all tithe redemption annuities or other charges payable in lieu of tithe and all sewer and drainage rates and all other rates taxes charges duties impositions assessments and outgoings whatsoever as well landlords' as tenants' (landlords' property tax as aforesaid only excepted) now or hereafter imposed charged or assessed upon or payable in respect of the demised premises or such proportionate parts thereof respectively as shall be certified by the surveyor of the Commission to be applicable to the demised premises where the same or any of them shall not be separately imposed charged assessed or payable:

Provided always that any payment made in lieu of rates under section 93 of the Local Government Act 1948 in respect of the demised premises shall be treated as a payment of rates:

(iii) To pay the two perpetual yearly rentcharges charged on and payable in respect of portions of the demised premises particulars whereof are set forth in the Third Schedule hereto and at all times to save harmless and indemnify the Commission from and against all proceedings costs claims and expenses on account of any omission to pay the said rentcharges or any part thereof:

(iv) At the expense of the Trust to comply with any requirements which may properly be made under any Act of Parliament or the byelaws and regulations of any local or other authority in relation to the demised premises or any works or alterations thereon:

(v) At all times during the continuance of the lease well and truly to perform and observe—

(A) all duties and obligations under any Act of Parliament or other statutory regulation or provision from time to time in force relating to or affecting the demised premises; and

(B) the terms and conditions of all leases tenancies agreements and arrangements existing between the Commission and any other bodies or persons relating to the demised premises the benefit and interest of the Commission in which is included in the lease:

(vi) To save harmless and indemnify the Commission from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Commission may at any time incur or which may be made against the Commission by reason of flooding or otherwise arising from any act neglect or default of the Trust in the control of the waters of the part of the canal included in the lease or by reason of any act neglect or default of the Trust in relation to any of the matters specified in paragraph (v) of this clause:

(vii) Without prejudice to the covenants provided for in paragraphs (v) and (vi) of this clause during the continuance of the lease so to maintain the part of the canal included in the lease and the locks wharves docks basins bridges aqueducts towing paths and works thereof as to ensure that the capacity thereof to perform the functions which the same were capable of performing at the commencement of the lease is not impaired and to maintain the two cottages forming part of the demised premises at Broomhall Lane Lapworth and at Lawsonford respectively in at least as good a state of repair in all respects as the same are at the commencement of the lease:

(viii) At all times during the continuance of the lease to maintain renew and repair and keep in good order and condition all existing accommodation works which have hitherto been maintained by the Commission in connection with the part of the canal included in the lease and to make and maintain such other accommodation works as the Commission may under any Act of Parliament or otherwise be required to make or maintain in connection with the said part of the canal:

(ix) To permit the Commission or their agents at all reasonable times to enter on the demised premises for the purpose of viewing and seeing the condition thereof and forthwith (so far as the Trust is liable) to execute all repairs and works required to be done hereunder upon written notice given by the Commission:

Provided that if such notice be not complied with within one month it shall be lawful for the Commission to carry

2ND SCH.
—cont.

out the work referred to in such notice and the expense of carrying out such work shall be repaid by the Trust to the Commission on demand:

- (x) Not without the previous consent in writing of the Commission to assign charge sublet or part with the possession of the whole or any part of the demised premises:
- (xi) Not without the previous consent of the Commission in writing to enter into any agreement or contract for the supply of water from the part of the canal included in the lease or otherwise in respect of the said part of the canal:
- (xii) That no act shall be done upon the demised premises which may endanger the safety or stability of any railway or other property of the Commission or of any neighbouring property and that nothing shall be done on the demised premises which may be or become or grow to be a public or private nuisance or a danger annoyance or disturbance to the Commission or their tenants or traders or to neighbouring property or persons:
- (xiii) (A) During the continuance of the lease to insure and thereafter to keep insured at the expense of the Trust all buildings included in the lease from loss or damage by fire explosion tempest and aircraft (other than hostile aircraft) in some fire office approved by the Commission in the joint names of the Commission and the Trust or alternatively under the Trust's own scheme up to the full value thereof:

Provided always that if the Trust shall at any time fail to insure the said buildings or pay the premium on the policy in accordance with such covenant the Commission shall be at liberty to insure the said buildings as aforesaid and thenceforth to pay the premium payable from time to time on the policy and the amount thereof shall be repaid by the Trust to the Commission on demand;

(B) If the said buildings or any of them shall be destroyed or damaged through any of the before-mentioned causes to pay to the Commission the money received under the insurance policy above referred to which shall in no case be greater than the value of the building at the date of such destruction or damage such value to be assessed as if the building were to be sold with vacant possession:

- (xiv) (A) To take all necessary steps to prevent and not to suffer any encroachment upon the demised premises or the acquisition of any right to light or air passage drainage or other easement over upon or under the demised premises and forthwith to give notice in writing to the Commission of any threatened encroachment or attempt to acquire any such easement;

(B) To permit the Commission to enter upon the demised premises for the purpose of taking any such steps as are referred to in sub-paragraph (A) of this sub-clause and to permit the Commission to bring all such actions as they may think fit in the name of the Trust in respect of the obstruction

of the access of light and air to any windows or openings in the demised premises or in respect of any such encroachment or easement as aforesaid:

Provided that the Commission shall indemnify the Trust from and against all costs losses or damage which the Trust may suffer by reason of any act or action which the Commission may do or bring under this sub-paragraph:

(xv) Prior to making any application for planning permission in respect of the demised premises to inform the Commission of their intention to do so and upon obtaining such planning permission immediately to produce to the Commission for noting the document granting the same and forthwith upon receipt of any notice or order or any proposal for any notice or order from a planning authority to give full particulars thereof to the Commission and if required to produce such notice order or proposal to the Commission and at their own cost at the request of the Commission to make or join with the Commission in making any objection or representation against or in respect of any such notice order or proposal as the Commission may deem expedient:

(xvi) At the expiration or sooner determination of the lease quietly and peaceably to deliver up the demised premises having first (if required by the Commission so to do) removed any buildings or works erected by the Trust in respect of which permission under the Town and Country Planning Act 1947 may have been granted for a limited period only and having made good to the satisfaction of the Commission all damage occasioned to the demised premises by or in such removal.

7. The lease shall contain the usual limited covenant by the Commission for quiet enjoyment with the proviso that the carrying on by the Commission of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall be deemed not to be a breach of such covenant and not to be in derogation from the Commission's grant.

8. The lease shall contain a covenant by the Commission to pay to the Trust during the continuance of the lease by way of a contribution towards the cost of maintaining the demised premises during the continuance of the lease the annual sum of one thousand five hundred pounds and so in proportion for any less period than a year such sum to be payable in half-yearly instalments in arrear.

9. The lease shall also contain covenants by the Commission:—

(a) (i) Unless prevented by drought frost or other unavoidable cause or accident to afford to the part of the canal included in the lease from the northern section of the canal at Kingswood Junction a minimum supply of one million and eighty thousand gallons of water in every period of twenty-four hours;

2ND SCH.
—cont.

- (ii) To use their best endeavours to increase the supply referred to in sub-paragraph (i) above so as to afford supplies consistent with operational requirements subject to the lock gates and the banks of that part of the canal included in the lease being maintained reasonably watertight;
 - (iii) To afford such additional supplies of water (if any) to those referred to in sub-paragraph (i) above as may be required by the Trust for the purpose of complying with any agreements or arrangements entered into by them with the prior consent of the Commission for supply of water from the part of the canal included in the lease; and
 - (iv) If necessary for the purpose of affording the supplies referred to in paragraphs (ii) and (iii) above to pump such quantities of water as may be required for those purposes from the Earlswood Lakes into the northern section of the canal provided that the cost of any pumping required for those purposes (as agreed between the Trust and the Commission or in default of agreement determined by arbitration) shall be repaid by the Trust to the Commission on demand;
- (b) To give to the Trust as long notice as may be practicable of any occurrence which may prevent the Commission from affording any or all of supplies of water to be afforded by them under this clause and not to withhold or interrupt such supplies for any longer period than may be unavoidably necessary.

10. The lease shall contain a proviso that the Trust shall be at liberty at their own expense to alter reconstruct or improve the demised premises or any part thereof but the Trust shall not carry out any works of alteration reconstruction or improvement in such a way as to interfere with or endanger any bridges structures works or property of the Commission not included in the lease and shall in connection with any such works provide such protection and support for any such bridges structures works and property of the Commission as the engineer of the Commission shall reasonably require and shall indemnify the Commission against any claims which may be made against them in respect of such works.

11. The lease shall contain a proviso that if there shall be a breach of any of the covenants on the part of the Trust or conditions contained in the lease it shall be lawful for the Commission at any time thereafter into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have possess and enjoy as of the Commission's former estate but without prejudice to any rights or remedies of the Commission then subsisting.

12. The lease shall also contain a proviso that if the Trust shall be desirous of determining the lease and of such desire shall give to the Commission six months' previous notice in writing and shall have performed and observed all the covenants on the part of the Trust and conditions contained in the lease up to such determination then in such case the lease and everything therein contained shall on the expiration of such notice cease and determine but without prejudice to any rights or remedies of the Commission then subsisting.

13. The lease shall contain a provision that if at any time during the continuance of the lease the Trust desire to have the demised premises transferred to them and shall give to the Commission at least six months' notice in writing of such desire then upon the expiration of such notice the Commission shall assure unto the Trust without payment on either side for an estate in fee simple in possession or other the estate or interest of the Commission in the demised premises subject to the rentcharges referred to in the Third Schedule hereto but free from all other encumbrances the whole estate and interest of the Commission in—

- (a) the demised premises; and
- (b) such and so many of the excepted bridges as are then vested in the Commission together with all statutory and other rights privileges and powers of the Commission in respect thereof;

and these presents shall have effect as an agreement for transfer accordingly:

Provided that—

- (i) the title of the Commission to the premises shall not be investigated prior to but shall be deemed to have been approved of by the Trust up to the date of the lease;
- (ii) the Trust shall at their own cost execute and deliver to the Commission a duplicate conveyance duly stamped;
- (iii) the conveyance of the premises to the Trust shall contain—
 - (A) exceptions and reservations similar to those contained in clause 3 of this agreement other than so much of paragraph (iv) of that clause as relates to entry on the demised premises for the purpose of inspection and so much of paragraph (vi) of that clause as relates to the taking of permanent possession of any part of the demised premises; provided that the financial terms and conditions under which water may be abstracted under paragraph (vii) of that clause shall be such as may be agreed between the Trust and the Commission or in default of agreement as may be determined by arbitration;
 - (B) covenants by the Commission similar to those contained in clause 9 hereof;
 - (C) a covenant by the Trust that no act shall be done upon the premises which may endanger the safety or stability of any railway or other property of the Commission or of any neighbouring property;
 - (D) a declaration that the carrying on by the Commission of their undertaking on their adjoining or neighbouring property in exercise of their powers and subject to their statutory and common law obligations shall be deemed not to be a breach of the covenant for quiet enjoyment implied in the conveyance by reason of the Commission being expressed to convey or transfer the property thereby assured as beneficial owners nor to be in derogation of their grant;

2ND SCH.
—cont.

and shall be expressed to be subject to all easements rights privileges agreements obligations (whether statutory or otherwise) conditions payments charges and outgoings affecting the premises or to which the Commission are subject in respect of the premises or any part thereof.

14. The lease shall also contain such provisos as shall be agreed upon hereafter by the parties hereto with respect to notices required to be given to the Commission or the Trust in pursuance of the provisions of the lease and with respect to the determination by arbitration 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.

15.—(1) The Commission shall (subject to the consent of the Minister of Transport) include in a Bill to be promoted by them in the next Session of Parliament and use their best endeavours to obtain the passing into law of a clause or clauses in a form to be agreed between the parties hereto—

- (a) conferring on each of the parties hereto all necessary powers for carrying this agreement into effect;
- (b) providing that—
 - (i) during the continuance of the lease; and
 - (ii) in the event of the transfer to the Trust under the provisions of this agreement of the demised premises and any of the excepted bridges as from the date of such transfer;

the Trust shall to the exclusion of the Commission (but subject during the continuance of the lease to the terms of the lease) be entitled to the benefit of and to exercise all rights powers and privileges and be subject to all obligations of the Commission for the time being in force whether statutory or otherwise in respect of the demised premises or the premises so transferred (as the case may be);

- (c) providing that neither the Trust nor the Commission shall be under any obligation after the passing into law of the said Bill to construct or maintain any bridge over the said part of the canal with a greater headroom above normal water level than six feet six inches over a width of eight feet six inches; and
- (d) containing all such incidental or supplemental provisions as may be requisite for or in connection with the purposes aforesaid;

and the Trust will support the Commission's application to Parliament.

(2) This agreement shall be scheduled to the said Bill and is subject to such alterations as may be made by Parliament therein but in the event of Parliament making any material alterations in this agreement or in the provisions of the Bill relating to this agreement or any of the matters referred to herein either party to this agreement may by written notice to the other given before the Bill is reported by the

Committee in the Second House rescind this agreement which shall then become void and the Commission shall thereupon withdraw from the Bill the provisions relating to this agreement and any of the matters referred to herein.

2ND SCH.
 —cont.

16. (1) 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.

(2) The costs and expenses of and incidental to the promotion of the Bill referred to in clause 15 hereof shall be borne and paid by the Commission.

FIRST SCHEDULE

The Acts authorising the construction of the Canal

| Session and chapter | Title |
|---------------------|---|
| 33 Geo. 3 c. 112 .. | An Act for making and Maintaining a Navigable Canal from the Worcester and Birmingham Canal Navigation, in the Parish of King's Norton, into the Borough of Stratford upon Avon; and also certain collateral cuts from the said intended Canal. |
| 35 Geo. 3 c. 72 .. | An Act for Making a Navigable Cut from the Stratford upon Avon Canal, in the Parish of Lapworth, into the Warwick and Birmingham Canal, in the Manor of Kingswood, in the County of Warwick. |
| 39 Geo. 3 c. 60 .. | An Act for authorising the Company of Proprietors of the Stratford-upon-Avon Canal Navigation to vary the Course of certain parts of the said Canal directed to be made by an Act, passed in the Thirty-third Year of the Reign of His present Majesty; and also to make a branch out of the said Canal; and also to vary the Course of a Navigable Cut directed to be made from the said Stratford-upon-Avon Canal, in the Parish of Lapworth, into the Warwick and Birmingham Canal, in the Manor of Kingswood, in the County of Warwick, by another Act, passed in the Thirty Fifth Year of the Reign of his present Majesty and for amending the said Acts. |

2ND SCH.
—cont.SECOND SCHEDULE
The excepted bridges

| Number | Name | Road |
|--------|-----------------|--------------------------------------|
| 40 | Finwood | Lowsonford to Rowington Green. |
| 41 | Lowsonford | Lowsonford to Shrewdley. |
| 47 | Preston Bagot | Warwick to Henley-in-Arden. |
| 59 | Featherbed Lane | Wilmcote to junction with A.34. |
| 63 | Victoria Spa | Bishopton to Miles Bush. |
| 65 | Birmingham Road | Birmingham to Oxford (A.34). |
| 66 | Clopton Road | Clopton Road, Stratford-on-Avon. |
| 67 | Maidenhead | Maidenhead Road, Stratford-on-Avon. |
| 68 | Warwick Road | Warwick to Stratford-on-Avon (A.46). |
| 69 | Banbury Road | Birmingham to Oxford (A.34). |

THIRD SCHEDULE

2ND SCH.
—cont.

The rentcharges referred to in clauses 6 and 13 hereof

(1) A perpetual yearly rentcharge of twenty-five pounds eighteen shillings and tenpence per annum created by a conveyance dated the twenty-fifth day of August eighteen hundred and fifteen and made between the Mayor Aldermen and Burgesses of the Borough of Stratford-on-Avon of the one part and the Company of Proprietors of the Stratford-upon-Avon Canal Navigation of the other part.

(2) A perpetual yearly rentcharge of twelve pounds per annum created by a conveyance dated the thirtieth day of September eighteen hundred and fifteen and made between the same parties.

IN WITNESS whereof the Commission and the Trust have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of the British Transport
Commission was hereunto affixed in the
presence of

LEONARD SINCLAIR,
Member.

H. L. BRAZIER,
Assistant Secretary.

THE COMMON SEAL of The National Trust
for Places of Historic Interest or Natural
Beauty was hereunto affixed in the presence
of

CRAWFORD,
Chairman of Executive Committee.

J. F. W. RATHBONE,
Secretary.

THIRD SCHEDULE

Section 19.

THE WATERWAYS REFERRED TO IN SECTION 19 (CLOSING TO
NAVIGATION OF CERTAIN WATERWAYS) OF THIS ACT

| Name of waterway (1) | Portion to be closed to navigation (2) | Authorising Act (3) |
|--|---|---------------------------|
| Birmingham Canal (Birmingham Level) | Part of the Wednesbury Old Canal (977 yards in length) from a point 7 yards east of the bridge carrying Brickhouse Lane over the said canal to a point 10 yards south-east of the bridge carrying the railway from Great Bridge to Swan Village over the said canal all in the county borough of West Bromwich | 8 Geo. 3 c. xxxviii. |
| Birmingham Canal | The portion known as Tipton Green Locks (488 yards in length) which connects the Birmingham Canal (Wolverhampton Level) with the Birmingham Canal (Birmingham Level) all in the borough of Tipton in the county of Stafford | 23 Geo. 3 c. xcii. |
| Birmingham Canal (Wolverhampton Level) | Part of the loop known as the Oldbury Old Canal (400 yards in length) from its junction with the main canal 146 yards west of Seven Stars Bridge to a point 7 yards south of Bustle Bridge carrying the road from Oldbury to Smethwick over the said loop all in the borough of Oldbury in the county of Worcester | 8 Geo. 3 c. xxxviii. |
| Titford Canal | From a point 7 yards east of Uncle Ben's Bridge carrying the road from Langley Park to Langley Green over the canal to a point 152 yards north-west of Birchfield Bridge carrying the road from Oldbury to Blackheath over the canal (being a distance of 1,264 yards) all in the borough of Oldbury in the county of Worcester | 5 Wm. 4 c. xxxiv. |

| Name of waterway (1) | Portion to be closed to navigation (2) | Authorising Act (3) |
|-------------------------|--|-------------------------|
| Titford Canal .. | So much of the Causeway Green Branch (being 706 yards in length and including the Titford Pool and its connections with the said branch) as lies between the portion of waterway last described and a point on the canal 280 yards south-east of Swan Bridge carrying the road from Causeway Green to Oakham over the said branch all in the borough of Oldbury in the county of Worcester | 5 Wm. 4 c. xxxiv. |
| Dudley Canal .. | The Withymoor Arm (407 yards in length) from its commencement 41 yards north-east of Griffin Bridge carrying the road from Netherton to Darby End over the canal to its termination near Darby End all in the county borough of Dudley | 33 Geo. 3 c. cxxi. |
| Walsall Canal .. | The Danks Branch (250 yards in length) from its commencement by a junction with the canal in the borough of Tipton in the county of Stafford to its termination in the county borough of West Bromwich at a point 135 yards north-east of the bridge carrying the railway from Great Bridge to Wednesbury over the said branch | 23 Geo. 3 c. xcii. |
| Stourbridge Canal | From a point 233 yards south-west of Cressett Lane bridge to the termination of the canal at Pensnett Road (being a distance of 576 yards) all in the urban district of Brierley Hill in the county of Stafford | 16 Geo. 3 c. xxviii. |

Section 24.

FOURTH SCHEDULE

LANDS REFERRED TO IN SUBSECTION (2) OF SECTION 24 (POWER TO
ACQUIRE LANDS) OF THIS ACT

| Area (1) | No. on deposited plans (2) | Purposes for which the lands may be used (3) |
|---|-------------------------------------|--|
| In the county of Buckingham— Parish of Little Horwood in the rural district of Winslow | 6 to 38 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railway between Oxford and Bletchley. |
| Parish of Mursley in the rural district of Winslow | 1 to 9 14 to 18 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railway between Oxford and Bletchley. |
| Parish of Swanbourne in the rural district of Winslow | 1 to 8 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railway between Oxford and Bletchley. |
| Parish of Winslow in the rural district of Winslow | 1 2 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railway between Oxford and Bletchley. |
| In the county of Gloucester— Parish of Brookthorpe-with- Whaddon in the rural district of Gloucester | 1 to 12 15 to 18 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railways between Bristol and Gloucester and Swindon and Gloucester respectively and to provide the land num- bered 10 on the deposited plans with a means of access to Work No. 41. |
| Parish of Quedgeley in the rural district of Gloucester | 1 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railways between Bristol and Gloucester and Swindon and Gloucester respectively. |

| Area (1) | No. on deposited plans (2) | Purposes for which the lands may be used (3) |
|---|---|---|
| In the city and county borough of Gloucester | 1 to 20 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railways between Bristol and Gloucester and Swindon and Gloucester respectively. |
| In the county of Hertford— Borough of Watford .. | 1 to 5 | To provide a railway freight terminal. |
| In the county of Kent— Parish of Borough Green in the rural district of Malling | 1 | To carry out alterations and improvements of the railway between Kemsing and Wrotham and Borough Green. |
| Parish of Lenham in the rural district of Holling- bourn | 1 to 4 | To carry out alterations and improvements of the railway between Hollingbourn and Lenham. |
| Parish of Otford in the rural district of Sevenoaks | 1 to 19 | To carry out alterations and improvements of the railway between Otford and Kemsing. |
| Urban district of Tonbridge | 1 2 | To extend the existing railway marshalling yard. |
| In the county of Lancaster— Parish of Reedley Hallows in the rural district of Burnley | 2 | To provide the land numbered 3 on the deposited plans with a means of access to Robinson Lane. |
| In the county borough of Newport | 3 | To work and win clay. |
| In the county of Salop— Parish of Wrockwardine in the rural district of Wellington | 2 | To carry out alterations and improvements of the railway between Newport and Severn Tunnel Junction. |
| In the county of Salop— Parish of Wrockwardine in the rural district of Wellington | 6 to 11 13 to 16 18 to 22 25 26 28 31 to 37 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the railway between Shrewsbury and Wellington. |
| In the county of the Soke of Peterborough— Borough of Peterborough .. | 2 to 9 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the Peter- borough to Stamford railway. |

4TH SCH.
—cont.

| Area (1) | No. on deposited plans (2) | Purposes for which the lands may be used (3) |
|--|-------------------------------------|--|
| In the county of Stafford— Parish of Berkswich (formerly Baswich) in the rural district of Stafford | 1 2 | To carry out alterations and improvements of the railway between Stafford and Colwich. |
| Parish of Chebsey in the rural district of Stone | 1 to 7 | To carry out alterations and improvements of the railway between Stoke-on-Trent and Stafford. |
| In the West Riding of the county of York— Urban district of Rothwell | 1 3 4 7 11 to 25 | To provide a railway depot and marshalling yard and carry out alterations and improvements of the railway between Leeds and Derby and to provide the lands numbered 12 on the deposited plans with a means of access to Pontefract Road. |
| Parish of Brinsworth in the rural district of Rotherham | 2 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the Sheffield District Railway. |
| Parish of Catcliffe in the rural district of Rotherham | 1 to 4 6 to 9 11 to 13 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the Sheffield District Railway and to provide the lands numbered 2 and 4 on the deposited plans with a means of access to Work No. 32. |
| In the city and county borough of Sheffield | 11 to 19 | To provide a railway depot and marshalling yard and to carry out alterations and improvements of the Sheffield District Railway. |
| | 20 to 23 | Reinstatement of parties dispossessed. |

FIFTH SCHEDULE

Section 25.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN
COMPULSORILY

| Area (1) | No. on deposited plans (2) |
|--|-------------------------------|
| WORK No. 1 | |
| City of Westminster | 2 3 5 to 13. |
| WORK No. 7 | |
| Urban district of Ashford | 5 8. |
| WORK No. 9 | |
| Borough of Peterborough | 2. |
| WORK No. 13 | |
| Parish of Wrockwardine | 45 46 52. |
| WORKS Nos. 14 15 16 17 18 19 20 AND 21 | |
| City and county borough of Leeds | 22. |
| WORK No. 24 | |
| City and county borough of Leeds | 36. |
| WORK No. 25 | |
| Urban district of Rothwell | 11 12 17 23. |
| WORK No. 26 | |
| City and county borough of Leeds | 37. |
| Urban district of Rothwell | 2. |
| WORK No. 27 | |
| City and county borough of Sheffield | 1. |
| WORK No. 28 | |
| City and county borough of Sheffield | 6 8. |
| WORK No. 29 | |
| City and county borough of Sheffield | 5 to 9 11. |
| WORK No. 30 | |
| City and county borough of Sheffield | 1 9 11. |

5TH SCH.
—cont.

| Area (1) | No. on deposited plans (2) |
|---------------------------------------|-------------------------------|
| WORK NO. 31 | |
| City and county borough of Sheffield | 9 11 12 14. |
| WORK NO. 34 | |
| Parish of Treeton | 2. |
| WORK NO. 39 | |
| Parish of Little Horwood | 2. |
| ADDITIONAL LANDS AT SHEFFIELD | |
| City and county borough of Sheffield | 13 17 19. |
| ADDITIONAL LANDS AT NEWPORT | |
| County borough of Newport | 2. |
| ADDITIONAL LANDS AT GLOUCESTER | |
| City and county borough of Gloucester | 12 to 20. |
| ADDITIONAL LANDS AT NORTON BRIDGE | |
| Parish of Chebsey | 2 3. |
| ADDITIONAL LANDS AT WATFORD | |
| Borough of Watford | 1 to 5. |
| ADDITIONAL LANDS AT OTFORD | |
| Parish of Otford | 1 to 17. |
| ADDITIONAL LAND AT BOROUGH GREEN | |
| Parish of Borough Green | 1. |
| ADDITIONAL LANDS AT LENHAM | |
| Parish of Lenham | 4. |

SIXTH SCHEDULE

Section 29.

DESCRIBING PROPERTIES IN RESPECT OF WHICH EASEMENTS MAY BE TAKEN
AS PROVIDED BY SECTION 29 (POWER TO ACQUIRE EASEMENTS ONLY
IN CERTAIN CASES) OF THIS ACT

| Area (1) | No. on deposited plans (2) |
|---|-------------------------------|
| | WORK No. 1 |
| City of Westminster | 2 to 14. |
| | WORK No. 3 |
| Metropolitan borough of Islington | 14. |

SEVENTH SCHEDULE

Section 58.

PART I

CONVEYANCE AND ENACTMENTS REFERRED TO IN SECTION 58
(AS TO TILBURY-GRAVESEND FERRY) OF THIS ACT

(a) An Indenture of Conveyance dated 19th May 1880 and made between Marianne Cheesman and Cary Reynolds of the first part Walter Cheesman of the second part Bion Reynolds Arthur William Reynolds Walter Reynolds Herbert Reynolds Cary Frances Reynolds Lucy Reynolds Bertha Reynolds and Amy Maria Reynolds of the third part Arthur William Reynolds and Bion Reynolds of the fourth part Thomas Wells of the fifth part Mary Lake of the sixth part and the London Tilbury and Southend Railway Company of the seventh part.

(b) Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912.

(c) Railways Act 1921 and the North Western Midland and West Scottish Group Amalgamation Scheme 1922 and the North Western Midland and West Scottish Group Amalgamation Scheme 1923.

(d) The Act of 1947.

7TH SCH.
—cont.

PART II

LEASE REFERRED TO IN SECTION 58 (AS TO TILBURY-GRAVESEND
FERRY) OF THIS ACT

A lease made the thirty-first day of December 1951 between His late Majesty King George VI of the first part the Commissioners of Crown Lands of the second part and the Commission acting by the Railway Executive of the third part.

PART III

ENACTMENTS REPEALED BY SECTION 58 (AS TO TILBURY-GRAVESEND
FERRY) OF THIS ACT

| Session and chapter (1) | Short title (2) | Extent of repeal (3) |
|----------------------------|--|---|
| 15 Vict. c. lxxxiv | London Tilbury and South- end Extension Railway Act 1852 | <p>Section XXXIII—Companies to convey Ordnance Stores &c. in Steam Boats at certain Rates.</p> <p>Section XXXIV—Power to use Ferries across the Thames at and near Gravesend paying to the Corporation the Sums herein mentioned.</p> <p>Section XXXV — Monthly Returns to be made to Corporation of Passengers &c. conveyed across the Thames.</p> <p>Section XXXVI—Accounts of such Passengers &c.</p> <p>Section XXXVII—Verification of Accounts.</p> <p>Section XXXVIII—Penalty on Companies Failing to make Returns &c.</p> <p>Section XXXIX—Monthly Payments by the Companies to the Corporation.</p> <p>Section XL—Companies not to carry Cattle or Animals across the Thames.</p> |

| Session and chapter (1) | Short title (2) | Extent of repeal (3) |
|-------------------------|---|---|
| 48 & 49 Vict. c. lxxxvi | London Tilbury and South-end Railway Act 1885 | Section XLI—Companies not to carry other than Railway Passengers &c. across the Thames. Section XLII—Lessees not to be prejudiced in respect of Tolls. Section 14 (Provisions as to carriage of mails by steamers). |

EIGHTH SCHEDULE

ENACTMENTS REFERRED TO IN SECTION 65 (REPEALS) OF THIS ACT

Section 65.

| Session and chapter (1) | Short title (2) | Extent of repeal (3) |
|-------------------------|---|---|
| 23 & 24 Vict. c. cxcii | The Aylesbury and Buckingham Railway Act 1860 | Section XXII (Station to be erected where the railway crosses the road from Waddesdon to Quainton). |
| 34 & 35 Vict. c. cc | West Lancashire Railway Act 1871 | So much of section 31 (Provisions as to construction of bridge over and preservation of the navigation of the river Asland or Douglas) as requires the bridge therein mentioned to be constructed with two opening spans. |
| 56 & 57 Vict. c. i | Manchester Sheffield and Lincolnshire Railway (Extension to London etc.) Act 1893 | Paragraph (1) of section 28 (For the protection of the Hucknall Torkard Local Board). Section 33 (Company to construct a station in the parish of Charwelton). |
| 63 & 64 Vict. c. cclvi | South Eastern and London Chatham and Dover Railway Companies Act 1900 | Section 20 (Provisions for widening the Strand at the Charing Cross Station). |
| 7 & 8 Geo. 5 c. 1 | South Eastern and London Chatham and Dover Railways Act 1917 | Section 10 (Limitation on extension of Charing Cross Station &c.). |

Section 67.

NINTH SCHEDULE

LANDS THE PERIOD FOR THE COMPULSORY PURCHASE OF WHICH IS
EXTENDED BY THIS ACT TO 31ST DECEMBER 1963

1. The lands authorised to be acquired by section 18 (Power to acquire lands) of the Act of 1951 in the places hereinafter mentioned:—

In the county of Essex—

In the urban district of Brentwood;

In the urban district of Billericay (now the urban district of Basildon).

2. The lands authorised to be acquired by section 25 (Power to acquire lands) of the Act of 1957—

(a) for the purposes of Work No. 4 authorised by Part II (Works) of the said Act;

(b) in the county borough of West Ham.

Table of Statutes referred to in this Act other than those referred to in the Second Schedule Third Schedule Part III of the Seventh Schedule and the Eighth Schedule

| Title or short title | Session and chapter |
|--|---------------------------|
| An Act to consolidate and extend the Powers and Provisions of the several Acts relating to the Oxford Canal Navigation | 10 Geo. 4 c. xlviii. |
| An Act for making a Railway from London to Greenwich | 3 Wm. 4 c. xlvi. |
| Highway (Railway Crossings) Act 1839 | 2 & 3 Vict. c. 45. |
| Railway Regulation Act 1842 | 5 & 6 Vict. c. 55. |
| Lands Clauses Consolidation Act 1845 | 8 & 9 Vict. c. 18. |
| Railways Clauses Consolidation Act 1845 | 8 & 9 Vict. c. 20. |
| Great Northern Railway Act 1846 | 9 & 10 Vict. c. lxxi. |
| Charing Cross Railway Act 1859 | 22 & 23 Vict. c. clxxxii. |
| Trent Ancholme and Grimsby Railway Act 1861 | 24 & 25 Vict. c. clvi. |
| Railways Clauses Act 1863 | 26 & 27 Vict. c. 92. |
| Charing Cross Railway Act 1863 | 26 & 27 Vict. c. cxv. |
| Telegraph Act 1878 | 41 & 42 Vict. c. 76. |
| Great Eastern Railway (General Powers) Act 1887 | 50 & 51 Vict. c. clxi. |
| London and North Western Railway Act 1900 | 63 & 64 Vict. c. ccxv. |
| National Trust Act 1907 | 7 Edw. 7 c. cxxxvi. |
| Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912 | 2 & 3 Geo. 5 c. c. |
| Acquisition of Land (Assessment of Compensation) Act 1919 | 9 & 10 Geo. 5 c. 57. |

| Title or short title | Session and chapter |
|---|---|
| Railways Act 1921 | 11 & 12 Geo. 5 c. 55. |
| Land Drainage Act 1930 | 20 & 21 Geo. 5 c. 44. |
| London Squares Preservation Act 1931 .. | 21 & 22 Geo. 5 c. xciii. |
| Public Health Act 1936 | 26 Geo. 5 & 1 Edw. 8 c. 49. |
| London Midland and Scottish Railway Act 1936 | 26 Geo. 5 & 1 Edw. 8 c. lix. |
| Transport Act 1947 | 10 & 11 Geo. 6 c. 49. |
| Town and Country Planning Act 1947 .. | 10 & 11 Geo. 6 c. 51. |
| Local Government Act 1948 | 11 & 12 Geo. 6 c. 26. |
| River Boards Act 1948 | 11 & 12 Geo. 6 c. 32. |
| British Transport Commission Act 1949 .. | 12 & 13 Geo. 6 c. xxix. |
| Lands Tribunal Act 1949 | 12 13 & 14 Geo. 6 c. 42. |
| Public Utilities Street Works Act 1950 .. | 14 Geo. 6 c. 39. |
| British Transport Commission Act 1950 .. | 14 Geo. 6 c. liii. |
| British Transport Commission Act 1951 .. | 14 & 15 Geo. 6 c. xxxix. |
| British Transport Commission Act 1952 .. | 15 & 16 Geo. 6 & 1 Eliz. 2 c. xxxiv. |
| Transport Act 1953 | 1 & 2 Eliz. 2 c. 13. |
| British Transport Commission Act 1955 .. | 4 Eliz. 2 c. xxx. |
| British Transport Commission Act 1956 .. | 4 & 5 Eliz. 2 c. lxxiv. |
| British Transport Commission Act 1957 .. | 5 & 6 Eliz. 2 c. xxxiii. |
| Highways Act 1959 | 7 & 8 Eliz. 2 c. 25. |
| British Transport Commission Act 1959 .. | 7 & 8 Eliz. 2 c. xlv. |

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Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament

Ch. xlvii

*British Transport Commission
Act, 1960*

8 & 9 ELIZ. 2

LONDON: PUBLISHED BY HER MAJESTY'S STATIONERY OFFICE

Price 5s. 0d. net

PRINTED IN ENGLAND