



**CHAPTER xlv.**

An Act to authorise the construction of new railways in the county of Nottingham to constitute a joint committee of the London Midland and Scottish Railway Company and the London and North Eastern Railway Company and for other purposes. A.D. 1926.  
[15th July 1926.]

**W**HEREAS it is expedient that new railways in the county of Nottingham by this Act authorised should respectively be constructed by the London Midland and Scottish Railway Company (in this Act referred to as "the Midland Company") and the London and North Eastern Railway Company (in this Act referred to as "the North Eastern Company") and by those Companies jointly (in this Act referred to as "the Two Companies"):

And whereas it is expedient that a committee representing the Midland Company and the North Eastern Company should be constituted and incorporated for the purposes of this Act as by this Act provided:

And whereas it is expedient that the times now limited for the purchase of certain lands by the South Yorkshire Joint Line Committee and by the Cheshire Lines Committee respectively should be extended:

And whereas it is expedient that the Midland Company and the North Eastern Company should be empowered to apply their funds to the purposes of this

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A.D. 1926. Act relating to them respectively and that the other powers in this Act mentioned should be conferred :

And whereas plans and sections showing the lines and levels of the railways and works by this Act authorised and plans of the lands which may be taken under the powers of this Act and a book of reference to those 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 with the clerk of the peace for the county of Nottingham which plans sections and book of reference are in this Act respectively referred to as "the deposited plans sections and book of reference" :

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

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

Short title

1. This Act may be cited as the Mid-Nottinghamshire Joint Railways Act 1926.

Interpretation.

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

"the Midland Company" means the London Midland and Scottish Railway Company ;

"the North Eastern Company" means the London and North Eastern Railway Company ;

"the Two Companies" means the Midland Company and the North Eastern Company jointly ;

"the committee" means the Mid-Nottinghamshire Joint Railways Committee by this Act constituted ;

"the railways" means the railways by this Act authorised ;

“the joint railways” means the railways by this Act authorised to be constructed by the Two Companies;

“the joint undertaking” means the undertaking of the committee;

“local traffic” means traffic arising and terminating upon the joint railways;

“through traffic” means traffic (other than local traffic) carried or intended to be carried over the joint railways or some part thereof;

“parish” means any parish or township or other place for which a separate poor rate is or can be made or for which a separate overseer is or can be appointed.

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

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

Incorporation of  
general  
Acts.

In relation to the Midland Company and the North Eastern Company and the Two Companies—

The Lands Clauses Acts :

Provided that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Midland Company the North Eastern Company or the Two Companies as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Railways Clauses Consolidation Act 1845; and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

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In relation to the committee:—

The following sections of the Companies Clauses Consolidation Act 1845—

Section 97 with respect to the making of contracts;

Section 98 with respect to the entry of proceedings;

Section 100 with respect to the personal liability of directors;

Sections 109 to 114 with respect to the accountability of officers of the Company;

Sections 124 to 127 with respect to the making of byelaws;

Sections 142 to 160 with respect to the recovery of damages not specially provided for and penalties:

And in construing the said sections in relation to the committee the expression “the directors” shall mean the members of the committee and the expression “the Company” shall include the committee.

Protection of gas and water mains of local authorities.

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

Power to Midland Company to make railways.

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

The railways and works hereinbefore referred to and authorised by this Act to be made by the Midland Company are:—

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A railway No. 1 2 furlongs 8·7 chains in length commencing in the urban district of Hucknall (formerly Hucknall Torkard) by a junction with the Nottingham and Mansfield Railway of the Midland Company at the point where that railway is crossed by the bridge carrying the Leen Valley line of the North Eastern Company over the said Nottingham and Mansfield Railway between Butlers Hill and Bestwood Colliery stations and terminating in the said urban district by a junction with Railway No. 3 by this Act authorised at a point on the south-west side of the footpath leading from Hucknall to Middle-mill and Bestwood Colliery and south of the filter beds of the Hucknall sewage works;

A railway No. 11 6 furlongs 1 chain in length commencing in the parish of Boughton by a junction with the said Railway No. 3 in the field or enclosure numbered 225 on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1919) sheet XXIV.-2 and terminating in the parish of Ollerton in Ollerton Colliery yard;

A railway No. 12 3 furlongs 2 chains in length in the parish of Boughton commencing by a junction with the said Railway No. 3 in the field or enclosure numbered 164 on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1920) sheet XIX.-14 and terminating in the field or enclosure numbered 177 on the said Ordnance map.

6. Subject to the provisions of this Act the North Eastern Company may make and maintain in the county of Nottingham in the lines and according to the levels shown on the deposited plans and sections the railways hereinafter described together with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking.

Power to  
North  
Eastern  
Company to  
make rail-  
ways.

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The railways and works hereinbefore referred to and authorised by this Act to be made by the North Eastern Company are:—

A railway No. 2 4 furlongs 1·2 chains in length commencing in the parish of Papplewick by a junction with the Leen Valley line of the North Eastern Company north-west of the bridge carrying the said line over the River Leen and terminating in the urban district of Hucknall at the termination of Railway No. 1 by this Act authorised;

A railway No. 8 5 furlongs 8 chains in length commencing in the parish of Ollerton by a junction with Railway No. 3 by this Act authorised in the field or enclosure numbered 250 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1919) sheet XXIV.-2 and terminating in the parish of Boughton by a junction with the Chesterfield and Lincoln Railway of the North Eastern Company 48 chains east of the bridge carrying that railway over the road leading from Wellow to Boughton;

A railway No. 9 5 furlongs 5 chains in length in the parish of Boughton commencing by a junction with the said Chesterfield and Lincoln Railway east of the bridge carrying that railway over the road leading from Wellow to Boughton and terminating by a junction with the said Railway No. 3 in the field or enclosure numbered 138 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1920) sheet XIX.-14;

A railway No. 10 3 furlongs 5 chains in length in the parish of Boughton commencing by a junction with the said Railway No. 3 in the field or enclosure numbered 223 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1919) sheet XXIV.-2 and terminating by a junction with the said Chesterfield and Lincoln Railway east of the bridge carrying that railway over the road leading from Wellow to Boughton.

7. Subject to the provisions of this Act the Two Companies may make and maintain in the county of Nottingham in the lines and according to the levels shown on the deposited plans and sections the railways hereinafter described together with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes.

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Power to  
Two Com-  
panies to  
make rail-  
ways.

The railways and works hereinbefore referred to and authorised by this Act to be made by the Two Companies are :—

A railway No. 3 22 miles 1 furlong and 3 chains in length commencing in the urban district of Hucknall by a junction with Railways Nos. 1 and 2 by this Act authorised at their point of termination and terminating in the parish of Babworth by a junction with Railways Nos. 4 and 5 by this Act authorised in the field or enclosure numbered 443 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1920) sheet XIV.-2;

A railway No. 4 1 mile 2 chains in length in the parish of Babworth commencing by a junction with the said Railway No. 3 at its point of termination and terminating by a junction with the Sheffield and Grimsby Railway of the North Eastern Company 61 chains east of the booking office at Checker House station;

A railway No. 5 6 furlongs 8 chains in length in the parish of Babworth commencing by a junction with the said Railway No. 3 at its point of termination and terminating by a junction with the said Sheffield and Grimsby Railway 1 chain west of the centre of the Old London Road level crossing;

A railway No. 6 2 furlongs 0·9 chain in length in the parish of Calverton commencing by a junction with the said Railway No. 3 at the point where that railway will cross the Old Rufford Road and terminating in the field or enclosure numbered 74 in the said parish on

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the  $\frac{1}{2500}$  scale Ordnance map Nottinghamshire (edition 1915) sheet XXXIII.-7;

A railway No. 7 2 furlongs 1·4 chains in length in the parish of Calverton commencing by a junction with Railway No. 3 in the field or enclosure numbered 65 in the said parish on the last-mentioned Ordnance map and terminating by a junction with Railway No. 6 at its point of termination.

For protec-  
tion of  
Butterley  
Company  
Limited.

8. For the protection of the Butterley Company Limited their successors and assigns as the persons for the time being entitled in possession whether as lessees or for any greater estate to the Ollerton Colliery in the parishes of Wellow Boughton and Ollerton (all of whom are in this section referred to as "the Butterley Company") the following provisions shall notwithstanding anything contained in this Act and unless otherwise agreed in writing between the Midland Company or the North Eastern Company or the Two Companies as the case may require and the Butterley Company apply and have effect (that is to say):—

- (1) Railway No. 11 in so far as the same may be constructed on the lands numbered on the deposited plans 34 and 35 in the parish of Ollerton shall be deviated southwards of the centre line shown on the deposited plans of that railway and shall be constructed according to the centre line of that railway shown on the plan which has been signed in triplicate by Harry Powell Miles on behalf of the Midland Company Charles John Brown on behalf of the North Eastern Company and Henry Eustace Mitton on behalf of the Butterley Company (which plan is hereinafter referred to as "the agreed plan marked A") and shall terminate in the same plane as the entrance to the empty sidings of the Butterley Company the site whereof is shown on the same plan:
- (2) Railway No. 12 shall be deviated northwards of the centre line shown on the deposited plans of that railway and shall be constructed within a distance of not more than fifteen feet southward of the centre line of that railway shown on the agreed plan marked A and shall terminate



in the same plane as the exit from the full sidings of the Butterley Company shown on the same plan and the switches marked E and F on the agreed plan marked A at the cross-overs between Railway No. 12 and the marshalling siding of the Butterley Company shall be under the complete control of the Midland Company :

- (3) The position of the sidings to be constructed by the Butterley Company under the agreement dated the twenty-seventh day of October one thousand nine hundred and twenty-five and made between the North Eastern Company of the one part and the Butterley Company of the other part shall be altered so as to agree with the position of the corresponding sidings for the North Eastern Company shown on the agreed plan marked A :
- (4)—(a) In constructing Railway No. 3 across the lands numbered on the deposited plans 15 and 16 in the parish of Boughton and in constructing Railway No. 9 across the lands numbered on the deposited plans 16 and 16A in the same parish the Two Companies and the North Eastern Company respectively shall provide at their own expense an accommodation way under those railways respectively for enabling the Butterley Company to work the clay lying to the east of Railway No. 3 with the minimum amount of additional expense and inconvenience to them ;
- (b) The accommodation way under Railway No. 3 shall be provided by the Two Companies during the construction of Railway No. 3 by extending northwards the viaduct by which that railway will be carried over the existing railway of the North Eastern Company and by shortening the embankment for carrying that railway across the lands numbered 15 and 16 as aforesaid as shown on the agreed plan marked B and signed by Harry Powell Miles and Charles John Brown on behalf of the Two Companies and Henry Eustace Mitton on behalf of the Butterley Company Such accommodation way shall be at the level of the base of the clay bed ;

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- (c) The accommodation way under Railway No. 9 shall be provided by the North Eastern Company when required by the Butterley Company in the line and at approximately the point marked "W" on the agreed plan marked B. This accommodation way shall be in the plane lying between the bottom of the clay field at each end of the accommodation way or at such higher level (not being above the present surface of the ground) as the Butterley Company may reasonably require and at such an angle as will be reasonably suitable for convenient haulage by cable of wagons or buckets from the eastern end of the accommodation way to the said accommodation way under Railway No. 3;
- (d) Each accommodation way shall be of a minimum width of twelve feet measured on the square and shall have a minimum headway throughout of twenty-four feet;
- (e) The Two Companies and the North Eastern Company shall be at liberty to deviate from the centre lines of the Railways No. 3 and No. 9 shown on the said plan marked B respectively so long as any such deviation shall not obstruct the access of the Butterley Company to their clay field hereinbefore provided for;
- (f) The Butterley Company shall be at liberty to use each accommodation way for the transport of clay soil and débris and of machinery and plant for digging or winning the same and for all other purposes reasonably necessary for working the clay field and for any of those purposes to lay down and attach to the surface sides or roof of each accommodation way (but only in accordance with plans and sections to be reasonably approved by the engineer of the Two Companies with respect to the user of the way under Railway No. 3 and of the North Eastern Company with respect to the way under Railway No. 9) all such rails cables pipes wires and other apparatus as the Butterley Company may require :
- (5) The Butterley Company shall be at liberty to construct such culverts and carry such

sewers drains pipes cables and wires under Railways No. 11 and No. 12 and at such other points (if any) under Railways No. 3 and No. 9 (in addition to those at which the two accommodation ways are to be constructed) as they may require in continuance of any wayleaves or surface rights which they may at any time possess up to the railway on either side All works in connection with such culverts sewers drains pipes cables and wires so far as the same shall be on or affect the property of the Two Companies or either of them shall be constructed in accordance with plans and sections to be reasonably approved by the engineer of the Two Companies in the case of works under Railway No. 3 of the North Eastern Company in the case of works under Railway No. 9 and of the Midland Company in the case of works under Railways Nos. 11 and 12 and if he so requires under his supervision or by his Company or Companies at the expense of the Butterley Company :

- (6) Neither of the Two Companies nor either of them shall acquire more land belonging or leased to the Butterley Company or over which they have surface rights than is reasonably necessary for constructing and supporting the railways :
- (7) No soil or material shall be removed by the Two Companies or either of them or their respective contractors from any such lands as last aforesaid in exercise of the powers contained in the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and those powers shall be exercised by the Two Companies and each of them and their respective contractors in such a way as will enable the Butterley Company to maintain the requisite quantities of clay for the manufacture of articles for use in the colliery :
- (8) If any difference shall arise between the Butterley Company on the one hand and the Midland

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Company or the North Eastern Company or the Two Companies on the other hand under this section the same shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference :

- (9) The provisions of this section shall be in addition to and not in derogation from any other provisions of this Act or any Act incorporated therewith which may enure for the benefit of the Butterley Company but the accommodation works provided for by this section shall be taken into account in the settlement of any question which may arise as to the compensation to be paid to the Butterley Company in respect of the exercise in regard to their property of the powers of this Act.

For protection of  
William  
Hodgson  
Wilson.

9. For the protection of William Hodgson Wilson or other the owner or owners for the time being of the farm known as Cockett Farm in the parish of Farnsfield in the county of Nottingham (in this section collectively referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Two Companies and the owner apply and have effect (that is to say) :—

- (1) The Two Companies shall concurrently with the construction of so much of Railway No. 3 by this Act authorised as passes through the said Cockett Farm and to the reasonable satisfaction of the owner construct and for ever thereafter maintain as a permanent accommodation work a level crossing for horses and carts and all agricultural purposes at a point at or about 8 miles 7 furlongs and 2 chains from the commencement of the said Railway No. 3 Such level crossing to be properly timbered on both sides of each of the railway metals and to be provided on either side of the said railway with gates

affording a clear width of passage of not less than ten feet and with proper approaches the gradients of which shall not be less than 1 in 20 :

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- (2) If any difference shall arise between the owner and the Two Companies under the provisions of this section the same shall be determined under the provisions of the Arbitration Act 1889 by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

**10.** For the protection of the East Retford Rural District Council (in this section called "the council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections and unless otherwise agreed in writing between the Two Companies and the council have effect (that is to say) :—

For protec-  
tion of  
East Ret-  
ford Rural  
District  
Council.

- (1) The bridge to be erected by the Two Companies for carrying the road from Thoresby to Bothamsall and numbered 9 on the deposited plans for the parish of Bothamsall over Railway No. 3 by this Act authorised shall have a clear space between the parapets thereof of thirty feet and in erecting the bridge the Two Companies shall not alter the levels of the road :
- (2) The bridge to be erected by the Two Companies for carrying Railway No. 4 by this Act authorised over the road from Mansfield to Barnby Moor and numbered 13 on the deposited plans for the parish of Babworth shall be a girder bridge having a span of not less than thirty-five feet and a clear headway throughout of not less than eighteen feet above the level of the road :
- (3) If the council shall at any time require to construct or lay under or across any portion of Railways No. 3 No. 4 or No. 5 by this Act authorised any sewer drain or pipe in connection with the sewage drainage or water supply of

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their district the Two Companies shall afford to the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall at their own expense carry out such works so far as the same may be under or across the railway under the supervision and to the reasonable satisfaction of the engineer of the Two Companies and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Two Companies but the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Two Companies Provided that if the Two Companies so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Two Companies :

- (4) If any difference shall arise between the council and the Two Companies under this section the same shall be referred to and determined by an engineer to be appointed in default of agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-  
tion of  
Lincoln  
Corporation.

11. Notwithstanding anything in this Act or the Acts incorporated herewith contained the following provisions for the protection of the mayor aldermen and citizens of the city of Lincoln (hereinafter in this section referred to as "the corporation") shall unless otherwise agreed between the corporation and the Two Companies apply and have effect:—

- (1) The Two Companies shall so construct and maintain Railway No. 3 by this Act authorised and all subsidiary works connected therewith (all of which are in this section called "Railway No. 3") where it crosses the aqueduct of the corporation under the bridle path between the

lands numbered 285 and 301 on the  $\frac{1}{2500}$  Ordnance map for the parish of Elkesley in the county of Nottingham (sheet XIV. 10 edition 1920) that the said aqueduct shall not be removed or displaced or injuriously affected in any way :

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- (2) The Two Companies before constructing Railway No. 3 over the said aqueduct shall construct over and around the said aqueduct for the full width of the land acquired by them for the purpose of the said railway and for a width of four feet on each side of such land being the property of the corporation or over which the corporation have easements therefor a culvert of such dimensions as shall be sufficient to contain the said aqueduct and to leave the same accessible to the corporation for the purpose of the inspection or repair or renewal thereof and shall thereafter maintain the said culvert at their own expense The said culvert shall be constructed in accordance with plans sections and specifications to be submitted to the water engineer of the corporation and reasonably approved by him prior to the commencement of the construction of the said culvert and the said culvert shall be constructed to his satisfaction :
- (3) The Two Companies shall also as and when required by the corporation and at the expense of the corporation construct at the side of and adjoining the said culvert for such width as aforesaid an additional culvert of such dimensions as shall be sufficient to contain an additional line or additional lines of pipes and to leave the same accessible to the corporation for the purpose of the inspection or repair or renewal thereof and the Two Companies shall thereafter maintain the said additional culvert at the expense of the corporation The said additional culvert shall be constructed in accordance with plans sections and specifications to be submitted to the water engineer of the corporation and approved by him prior to the commencement of the construction of

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the said additional culvert and the said additional culvert shall be constructed to his satisfaction. The corporation shall be at liberty as and when they require to do so to lay and maintain the said line or lines of pipes in and through the said additional culvert in such manner as they may deem expedient :

- (4) The Two Companies shall not injuriously affect the telephone or telegraph posts wires and apparatus of the corporation erected in or over the said bridle path but shall carry the said wires either over or under the said railway. In the event of any injury being occasioned to such posts wires or apparatus by their alteration or by the construction alteration maintenance or use of any of the works of the Two Companies the Two Companies shall make good the injury to the satisfaction of the corporation and at the expense of the Two Companies :
- (5) If by reason of the construction of Railway No. 3 or the repair or want of repair or due or proper maintenance thereof or otherwise by reason of the said railway any repairs renewals or alterations of the said aqueduct or any other mains pipes apparatus or works of the corporation existing at the time of the passing of this Act are required such repairs renewals or alterations shall be effected by the corporation at the expense of the Two Companies and the Two Companies shall pay to the corporation full compensation in respect of any damage or injury which may be occasioned or done to the said aqueduct or to any of their mains pipes apparatus or works existing at the time of the passing of this Act by reason of the construction of Railway No. 3 or the repair or want of repair or due and proper maintenance of the said railway or otherwise on account thereof as aforesaid :
- (6) If by reason of the construction of Railway No. 3 interruption shall at any time be occasioned to the water supply of the corpora-



tion as existing at the passing of this Act or if any such interruption shall at any time be occasioned by any repairs of Railway No. 3 or for or by reason of any want of repair or due or proper maintenance thereof the Two Companies shall forfeit and pay to the corporation the sum of fifty pounds for every day during which such interruption shall continue to be so occasioned and the same and all other sum or sums of money payable by the Two Companies to the corporation under this section may in the event of non-payment thereof within fourteen days after written demand be recovered by the corporation as a debt from the Two Companies with full costs in any court of competent jurisdiction :

- (7) The corporation shall not be liable to the Two Companies in respect of any damage which may at any time hereafter be occasioned to any of the works by this Act authorised or to any of the lands houses buildings railways works or hereditaments of the Two Companies by reason of the giving way of the said aqueduct or of any additional line or additional lines of pipes as aforesaid or other water mains pipes apparatus and works of the corporation due to the construction of Railway No. 3 or to any repairs thereof or to any want of repair or due or proper maintenance thereof and the Two Companies shall indemnify and keep indemnified the corporation from and against all claims which may be made upon them in respect of any such damage which may at any time hereafter be done in manner aforesaid to any person or persons or corporation or corporations or to their lands houses buildings works or hereditaments :
- (8) Except as expressly provided by this section nothing in this Act shall in any way affect or interfere with or diminish or take away the powers of the corporation under the Lincoln Corporation (Water &c.) Act 1908 to make and maintain the works and works subsidiary thereto authorised by that Act along and in the said bridle path or to extend enlarge alter reconstruct

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renew or remove the same or any part thereof or in the case of the conduits so authorised to lay down an additional line or additional lines of pipes as and when occasion may require :

- (9) The Two Companies shall not sink any well or borehole within or by any other means abstract underground water from the water area described in the agreement made between His Grace the Duke of Newcastle and the corporation and scheduled to the said Act of 1908 nor shall the Two Companies do or permit to be done on any lands acquired by them in the said area anything likely to diminish pollute or interfere with the underground water in the said area :
- (10) The Two Companies shall during the construction of Railway No. 3 provide suitable sanitary accommodation for the use of men engaged in or in connection with the works on any lands acquired by them in the said area and shall not during such construction permit any human excreta (fluid or solid) or any other deleterious matter to be deposited on any lands in the said area :
- (11) If any difference arise between the corporation and the Two Companies touching this section or anything arising thereunder such difference shall be settled by an engineer to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For protec-  
tion of  
Southwell  
Rural Dis-  
trict  
Council.

**12.** For the protection of the Southwell Rural District Council (in this section called "the council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections and unless otherwise agreed in writing between the Midland Company or the North Eastern Company or the Two Companies as the case may require and the council apply and have effect (that is to say) :—

- (1) The road known as Bilsthorpe Road and numbered in the deposited plans and sections 27

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in the parish of Bilsthorpe shall be diverted in accordance with a plan signed in triplicate by John Wells Wainwright Hopkins the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred whereof there have been deposited one copy in the Parliament Office of the House of Lords one copy in the Private Bill Office of the House of Commons and one copy with the clerk to the council and the said road when diverted shall have a minimum width between the fences of thirty-three feet six inches throughout and shall be carried over the Railway No. 3 by means of a bridge with approaches not steeper than 1 in 30 :

- (2) The Two Companies shall construct and afterwards maintain the bridges for carrying Railway No. 3 by this Act authorised over the roads next hereinafter mentioned as girder bridges having clear headways throughout above the surface of the roads and clear spans throughout measured on the square of not less than the headways and spans hereinafter mentioned (that is to say) :—

Description of road.	No. of road and Parish.	Headway.	Span at right angles to road.
Wellow to Walesby - - (when diverted as shown on the deposited plans).	1 in Wellow -	15 feet	30 feet
Oxton to Blidworth - -	9 in Oxton -	17 „	25 „
Longland Lane - - -	6 in Farnsfield	18 „	32 „

- (3) The diversion of the said road from Wellow to Walesby by this Act authorised shall be made by the Two Companies with a minimum width of thirty feet between the fences and shall be metalled for a width of at least nine feet on each side of the centre line thereof and the Two Companies shall round off the corners at the junction of such diversion with the Newark to Ollerton main road :

- (4) The bridge for carrying the road from Old Rufford Road to Eakring numbered on the

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deposited plans 9 in the parish of Eakring over Railway No. 3 by this Act authorised shall be constructed by the Two Companies with a minimum width of thirty feet between the parapets and the approaches thereto shall be constructed by them with gradients not steeper than 1 in 25 :

- (5) The bridge for carrying the road known as Rufford Lane numbered on the deposited plans 49 in the parish of Rufford Liberty over Railway No. 3 by this Act authorised shall be constructed by the Two Companies with a minimum width of thirty feet between the parapets :
- (6) The diversion of the road from Walesby to Whitewater Bridge numbered on the deposited plans 1 in the parish of Walesby by this Act authorised shall be made by the Two Companies with a minimum width of twenty-five feet between the fences and a gradient not steeper than 1 in 25 :
- (7) Before stopping up the portion situate on the lands numbered on the deposited plans 70 in the parish of Boughton of the existing accommodation road leading from the Boughton pumping station of the corporation of Nottingham to the road from Whitewater Bridge to Walesby the Two Companies shall in substitution therefor at their own expense construct on the west side of and alongside Railway No. 3 by this Act authorised an accommodation road having a minimum width throughout of twelve feet and thereafter such road shall be maintained by and at the expense of the council :
- (8) All bridges erected over roads in the district of the council shall be girder bridges and so constructed as to afford a clear view throughout and shall be made and maintained so as to prevent so far as reasonably practicable the dripping of water therefrom on to any part of such roads :
- (9) Where the level of any road is altered under the provisions of this Act such road shall be reconstructed by and at the expense of

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the Two Companies with all proper drains watercourses and gullies for ensuring adequate surface-water drainage and in accordance with plans and sections to be approved by and to the reasonable satisfaction of the engineer to the council :

- (10) If the council shall at any time require to construct or lay under or across any portion of the railways by this Act authorised any sewer drain or pipe in connection with the sewage drainage or water supply of their district the Two Companies shall afford to the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall at their own expense carry out such works so far as the same may be under or across the railway under the supervision and to the reasonable satisfaction of the engineer of the Two Companies and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Two Companies but the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Two Companies Provided that if the Two Companies so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Two Companies :

- (11) If any difference shall arise between the council and the Two Companies or either of them under this section the same shall be referred to and determined by an engineer to be appointed in default of agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

**13.** Notwithstanding anything contained in this Act or the Acts incorporated therewith the following

For protec-  
tion of

A.D. 1926.  
—  
Nottingham  
Corpora-  
tion.

provisions for the protection of the mayor, aldermen and citizens of the city of Nottingham and county of the same city (in this section called "the corporation") shall unless otherwise agreed between the Two Companies and the corporation apply and have effect (that is to say) :—

(1) Not less than twenty-eight days before commencing any work in connection with the construction of Railway No 3 by this Act authorised which will cross or in any way affect or interfere with any aqueduct or other water main meter chamber service pipe or other apparatus forming part of the water undertaking of the corporation (in this section called "apparatus") the Two Companies shall deliver to the corporation a plan section and description of so much of such work as will relate to the apparatus in question describing the proposed manner of constructing the same in so far as it affects such apparatus :

(2) The corporation may at any time within twenty-eight days after the receipt of such plans sections and descriptions by notice in writing intimate to the Two Companies their reasonable requirements with regard to the construction of such work and may require the Two Companies to provide and lay down such protective works as may be reasonably specified by the corporation and to remove raise sink or otherwise alter the position of and support the apparatus and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably specified by the corporation provided that if the corporation shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Two Companies :

(3) The Two Companies shall not construct the said railway or any work in connection with it which will cross affect or interfere with any apparatus except in strict accordance with plans sections and descriptions delivered to the corporation or settled by arbitration as the

case may be and subject to the execution of such protective works as may be specified by the corporation :

- (4) If within twenty-eight days after the receipt of the said plans sections and descriptions the corporation shall give notice to the Two Companies of their intention in any case themselves to lay down any apparatus which is to be substituted for existing apparatus or to execute any alterations in the apparatus crossed affected or interfered with it shall be lawful for the corporation instead of the Two Companies to lay down such apparatus or execute such alterations and the cost incurred by them in so doing shall on demand be repaid to the corporation by the Two Companies :
- (5) The corporation may if they think fit superintend the construction of the part of the said railway or any work in connection therewith whereby any apparatus will or may be crossed interfered with or affected and the reasonable expenses thereof shall be borne by the Two Companies and be paid by them upon demand to the corporation :
- (6) All the piers or abutments and foundations of any bridge constructed under the powers of this Act over a road in which apparatus is situate shall extend and be made below the surface of the ground to such depth as shall be reasonably sufficient to allow the corporation to construct repair or relay such apparatus or where such apparatus is an aqueduct to lay additional lines of pipes for enlarging the said aqueduct in pursuance of existing statutory powers :
- (7) Prior to the commencement of any foundations for such piers or abutments the Two Companies shall furnish to the corporation a section showing the proposed minimum depth of such foundations and if the corporation shall not within twenty-eight days from the receipt of such section notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly :

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- (8) The Two Companies shall afford all necessary and reasonable facilities to the corporation to enable them to lay in the bridge carrying the road numbered 28 in the parish of Papplewick over the said railway an additional eighteen-inch main and in the bridge carrying the road numbered 35 in the said parish over the said railway an additional sixteen-inch main. The work of laying the said additional mains in the said bridges to be carried out to the reasonable satisfaction of the Two Companies :
- (9) If by reason of the construction of the said railway or works connected therewith or the repair or want of repair or due or proper maintenance thereof any repairs renewals or alterations of the apparatus or of any additional line or lines of pipes which may be laid by the corporation as part thereof are required such repairs renewals or alterations shall be effected by the corporation and any expense reasonably incurred by them in so doing shall be borne by the Two Companies and the Two Companies shall pay to the corporation full compensation in respect of any damage or injury which may be caused to the apparatus or to any such additional line or lines of pipes by reason of the construction of the said railway or works connected therewith or the repair or want of repair or due and proper maintenance of the said railway :
- (10) If by reason of the construction of the said railway interruption shall at any time be occasioned to the water supply of the corporation through any of the apparatus or if any such interruption shall at any time be occasioned by any repairs of the said railway or works connected therewith or for or by reason of any want of repair or due or proper maintenance thereof the Two Companies shall forfeit and pay to the corporation the sum of fifty pounds for every day during which such interruption shall continue and the same and all other sum or sums of money payable by the Two Companies to the corporation under this section may in the event of non-payment thereof within fourteen



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- days after written demand be recovered by the corporation as a debt from the Two Companies :
- (11) The corporation shall not be liable to the Two Companies in respect of any damage which may at any time hereafter be occasioned to the said railway by reason of the giving way of any apparatus or of any such additional line or lines of pipes due to the construction or failure of the said railway or any works connected therewith or to any repairs thereof and the Two Companies shall indemnify and keep indemnified the corporation from and against all claims which may be made upon them in respect of any such damage which may at any time hereafter be done and due as aforesaid :
- (12) If any difference arise between the corporation and the Two Companies touching this section or anything arising thereunder such difference shall be settled by an engineer to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

14. Notwithstanding anything contained in this Act or the Acts incorporated herewith or shown on the deposited plans and sections the following provisions for the protection and benefit of the county council of the administrative county of Nottingham (in this section called "the county council") shall unless otherwise agreed in writing between the county council and the Two Companies apply and have effect (that is to say) :—

For protection of Nottinghamshire County Council.

- (1) (a) The Two Companies shall carry Railway No. 3 by this Act authorised over the Bestwood and Papplewick main road in the parish of Papplewick by means of a girder bridge with a clear span of not less than forty feet between the abutments thereof and a clear headway throughout of not less than seventeen feet above the level of the road ;

(b) The county council shall permit the Two Companies at their own expense to lower the level of the said road to such an extent as will enable the said headway to be obtained

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Provided that the work of lowering the said road shall be carried out and the said road as lowered shall be made up metalled surfaced and drained to the reasonable satisfaction of the county council and the gradients of the portions of road so lowered shall not be steeper than one in forty :

- (2) The Two Companies shall carry the Nottingham and Mansfield main road over the said railway in the parish of Papplewick by means of a bridge of a width between the parapets or fences thereof of not less than fifty feet measured on the square with the road and with gradients not steeper than one in forty but the Two Companies shall only be required to metal a width of twenty-one feet :
- (3) The Two Companies shall carry the said railway over the Nottingham and Bawtry main road in the parish of Calverton by means of a girder bridge with a clear span of not less than fifty feet between the abutments thereof and a clear headway throughout of not less than eighteen feet six inches above the existing surface of the said road :
- (4) The Two Companies shall carry the Lowdham and Oxtun main road in the parish of Oxtun over the said railway by means of a bridge of a width between the parapets or fences thereof of not less than forty feet measured on the square with the road and shall not alter the existing gradients of the said road :
- (5) The Two Companies shall carry the said railway over the Mansfield and Southwell main road in the parish of Farnsfield by means of a girder bridge with a clear span of not less than forty-five feet between the abutments thereof and a clear headway throughout of not less than eighteen feet six inches above the level of the road :
- (6) The Two Companies shall carry the said railway over Cockett Lane in the parish of Farnsfield by means of a girder bridge with a clear span of not less than thirty-five feet between the abutments thereof and a clear headway through-

out of not less than seventeen feet above the level of the road : A.D. 1926.

- (7) The Two Companies shall carry the Hockerton Kirklington and Rainworth main road in the parish of Bilsthorpe over the said railway by means of a bridge of a width between the parapets or fences thereof of not less than forty feet measured on the square with the road and shall not alter the existing gradients of the said road :
- (8) The Two Companies shall carry the Worksop and Kelham main road in the parishes of Ollerton and Wellow over the said railway by means of a bridge of a width between the parapets or fences thereof of not less than forty-five feet measured on the square with the road and with gradients not steeper than one in forty but the Two Companies shall only be required to metal a width of twenty-one feet :
- (9) The Two Companies shall carry the said railway over the Ollerton Tuxford and Darlton main road in the parish of Boughton by means of a girder bridge with a clear span of thirty-five feet between the abutments thereof and a clear headway throughout of sixteen feet six inches above the existing level of the road Provided that the county council may at their own expense if they think fit either before or after the construction of such bridge lower the existing level of the road by six inches so as to provide a headway of seventeen feet and neither the Two Companies nor either of them shall make any claim against the county council in respect of damage or injury to such bridge or to the foundations thereof by reason of such lowering :
- (10) The Two Companies shall carry the said railway over the Retford and Ollerton main road in the parish of Boughton by means of a girder bridge with a clear span of thirty-five feet between the abutments thereof and a clear headway throughout of seventeen feet above the existing surface of the road :
- (11) The Two Companies shall carry the Worksop Elkesley and Lincoln main road in the parish of Elkesley over the said railway by means of

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a bridge of a width between the parapets or fences thereof of not less than forty feet measured on the square and shall not make the new gradients on the approaches any steeper than the existing gradients of such road :

- (12) Each of the several bridges in this section referred to carrying railways over roads shall be constructed and maintained so as to prevent as far as practicable the dripping of water therefrom :
- (13) The roadway of each of the several bridges in this section referred to carrying roads over railways and the approaches to such bridges shall be made up metalled surfaced and drained to the reasonable satisfaction of the county council :
- (14) The Two Companies shall give to the county council twenty-eight days' previous notice in writing of their intention to commence the construction of any of the bridges for carrying the said railway over any of the said roads or any of the said roads over the said railway by leaving such notice at the office of the county council with plans sections and specifications of the works and if the county council fail to signify their approval or their disapproval within twenty-eight days after the service of such notice and delivery of the said plans sections and specifications as aforesaid the county council shall be deemed to have approved the same. If the county council shall signify their disapproval of the said plans sections or specifications within the said period of twenty-eight days and the Two Companies and the county council fail to agree with regard thereto the difference shall be referred to arbitration as hereinafter provided and the Two Companies shall not commence to execute the construction of any such bridge until the plans sections and specifications thereof have been approved by the county council or such difference has been determined in accordance with this section :
- (15) The said bridges shall be constructed in accordance with the plans sections and specifications

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thereof so approved by the county council or in case of difference by the arbitrator hereinafter referred to and under the supervision (if given) and to the reasonable satisfaction of the county council and the Two Companies shall not in constructing the said bridges over or under the said roads unreasonably interrupt the traffic passing along the same and shall make good all damage or injury whatsoever which shall happen or arise to any of the said roads by reason or in consequence of the construction of any of the said bridges :

- (16) The Two Companies shall give to the county council twenty-eight days' previous notice in writing of their intention to commence the construction of any bridge or culvert for carrying any of the railways over any river or stream by leaving such notice at the office of the county council together with the nett dimensions of the openings of such bridge or culvert and no such bridge or culvert shall be constructed except with such area of opening as shall be reasonably approved by the county council Provided that the county council shall be deemed to have approved of such area if they do not signify their disapproval within twenty-eight days after the service of such notice :
- (17) The Two Companies shall during the execution and until the completion of any such works as aforesaid make and carry into effect such arrangement for lighting and watching the same and any portion of any road interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads :
- (18) If at any time hereafter the county council pursuant to a scheme under the Town Planning Acts 1909 and 1919 or any Act amending the same shall determine to widen any of the said main roads where it passes over or under the said railway the Two Companies shall convey and transfer to the county council without any payment therefor any land not required for railway purposes belonging to the Two Com-

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panies or either of them and (where it is not possible to convey the land) shall grant without any payment therefor such easements as may be required for every such widening and shall afford to the county council all reasonable facilities to enable such widening to be carried out. Provided always that the facilities by this subsection granted to the county council are granted subject to full and proper protection being afforded by the county council for the railways of the Two Companies and the traffic thereon against any damage or loss which may arise by reason of the construction of the aforesaid widenings or any of them or the user of any such widenings the construction of which may have been defective or of insufficient strength for the traffic properly using the same :

- (19) Any difference which shall arise between the Two Companies and the county council under this section shall be determined by an arbitrator to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration :
- (20) If the Two Companies shall take any part of the lands belonging to the county council numbered on the deposited plans 86 and 87 in the urban district of Hucknall and 11 in the parish of Papplewick they shall purchase the whole of such lands lying to the south-east of the said railway as it shall be constructed together with so much of the River Leen numbered on the deposited plans 77 in the said urban district of Hucknall and 2 in the said parish of Papplewick as is vested in the county council and lies to the south-east of the said railway as it shall be constructed:

For protec  
tion of  
Stanton  
Ironworks

15. For the protection of the Stanton Ironworks Company Limited (in this section referred to as "the Stanton Company") the following provisions shall unless

otherwise agreed in writing between the Stanton Com- A.D. 1926.  
pany and the Two Companies have effect (that is to say):—

—  
Company  
Limited.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Two Companies in constructing so much of Railway No. 3 by this Act authorised as extends from the point marked on the centre line of that railway as shown on the deposited plans and denoting 10 miles and 2 furlongs from the commencement thereof and the point so marked and denoting 11 miles and 3 furlongs from such commencement shall not deviate the centre line of the said portion of railway from the centre line as shown on the deposited plans :

(2) (a) Before or at the same time as they construct the said Railway No. 3 across the brickworks railway of the Stanton Company (in this section referred to as "the brickworks railway") the Two Companies shall in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the Stanton Company alter the brickworks railway so as to carry the same over the said Railway No. 3 and shall for that purpose construct to the reasonable satisfaction of the Stanton Company a bridge over the said Railway No. 3 with inclined embankments leading thereto on each side and at all times thereafter to the like satisfaction maintain such bridge. Provided that if within one month after the submission to them of plans sections and particulars of the intended alteration of the brickworks railway (including the said bridge and embankments) the Stanton Company shall not have intimated in writing to the Two Companies any objection to such plans sections and particulars they shall be deemed to have approved thereof;

(b) The said alteration of the brickworks railway shall be carried out by the Two Companies under the supervision and to the reasonable satisfaction of the Stanton Company;

(c) The said alteration of the brickworks railway shall be carried out at such time or times and in such manner as to interfere as

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little as may be with the use of that railway for traffic and the work of alteration shall be completed as soon as practicable after the commencement thereof :

- (3) Notwithstanding anything contained in the section of this Act of which the marginal note is " For protection of Southwell Rural District Council " the Two Companies shall not without the consent in writing of the Stanton Company divert the road referred to in subsection (1) of that section otherwise than in accordance with the plan thereof also referred to in that subsection :
- (4) If any difference shall arise between the Stanton Company and the Two Companies under the provisions of this section such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

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

**16.** Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions for the protection of the Hucknall Urban District Council (in this section referred to as " the council ") shall unless otherwise agreed in writing between the Midland Company the North Eastern Company or the Two Companies as the case may require (each of whom is in this section referred to as " the Company ") and the council shall apply and have effect (that is to say) :—

- (1) If within two years from the passing of this Act the council shall obtain the consent of the Minister of Health to the construction of a new road of at least forty feet in width substantially over and alongside the footpath which is numbered on the deposited plans 72 in the urban district of Hucknall and shall satisfy the Company or on their failure so to do the Ministry of Health that they intend to proceed therewith with all reasonable despatch the Company shall carry Railway No. 3 over the site of such road by means of a bridge having a clear span of not



less than forty feet between the abutments and a clear headway throughout of not less than seventeen feet above the level of the surface of the existing footpath and the foundations of the abutments of the bridge shall be carried down to a depth sufficient to enable the council so to construct the road that there shall be a clear headway throughout of eighteen feet six inches between the surface of the road and the underside of the bridge :

- (2) The bridges to be constructed by the Company under the powers of this Act over public roads within the district of the council shall so far as reasonably practicable be made and maintained by the Company so as to prevent the dripping of water therefrom on to the roadways or footpaths of such roads. The Company shall give to the council twenty-eight days' previous notice in writing of their intention to commence the construction of any bridge or culvert for carrying Railway No. 3 over the River Lea or any of the railways over any other stream or watercourse within the district of the council by leaving such notice at the office of the council together with the nett dimensions of such bridge or culvert and no such bridge or culvert shall be constructed except with such area of opening as shall be reasonably approved by the council provided that the council shall be deemed to have approved of such area if they do not signify their disapproval within twenty-eight days after the service of such notice :
- (3) (a) The Company shall not interfere with the ten-inch water main of the council situate within the limits of deviation shown on the deposited plans for the construction of Railway No. 3 in the parish of Papplewick in the rural district of Basford between the points marked on those plans 1 mile 1 furlong and 1 mile 6 furlongs respectively from the commencement of that railway until they shall have substituted at the same level as that of the existing main a similar work of suitable material and of a capacity equal to that of the existing main ;

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(b) In connection with such substituted work the Company shall provide all such manholes inspection chambers air valves fittings and conveniences and all such means of access thereto as the council may reasonably require and such substituted work shall be connected by the council at the expense of the Company with the existing water main of the council at such points and in such manner as the council shall reasonably consider necessary :

- (4) In constructing Railway No. 3 on the lands numbered on the deposited plans 84 in the urban district of Hucknall the Company shall not deviate northwards of the centre line of that railway shown on those plans :
- (5) All works which may be executed by the Company under the powers of this Act and may affect any work of the council shall be executed by and at the cost of the Company under the superintendence (if given) and to the reasonable satisfaction of the surveyor for the time being of the council and in accordance with plans and sections to be reasonably approved by him Provided that if the said surveyor does not approve the same within fourteen days of the date upon which such plans are dispatched to him he shall be deemed so to have done and all reasonable costs charges and expenses which the council may incur by reason of the execution of any such works whether in the execution or superintendence thereof or the preparation and examination of plans and sections or otherwise shall be paid to the council by the Company on demand :
- (6) Every work which shall be substituted by the Company in accordance with the provisions of this section for any existing work of the council shall be the property of the council :
- (7) If the council shall at any time require to construct or lay under or across any portion of Railways No. 1 No. 2 or No. 3 by this Act authorised any sewer drain or pipe in connection with the sewage drainage or water supply of their district the Company shall afford to the

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council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall at their own expense carry out such works so far as the same may be under or across the railway under the supervision and to the reasonable satisfaction of the engineer of the Company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Company and the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Company Provided that if the Company so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Company :

- (8) If any difference shall arise between the council and the Company under this section the same shall be referred to and determined by an engineer to be appointed in default of agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

17. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the Basford Rural District Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Midland Company the North Eastern Company or the Two Companies as the case may require (each of whom is in this section referred to as "the Company") and the council apply and have effect (that is to say) :—

For protection of Basford Rural District Council.

- (1) If within two years from the passing of this Act the council shall obtain the consent of the Minister of Health to the construction of a new road of at least forty feet in width substantially over or alongside the footpath which is numbered on the deposited plans 10 in the parish of Papplewick and lying between the point at which the boundary of the parishes of Hucknall

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and Papplewick crosses the said footpath and the main road between Nottingham and Papplewick whether such road is to be constructed wholly or partly within the district of the council and shall satisfy the Company or on their failure so to do the Minister of Health that they intend to proceed therewith either alone or in conjunction with the Hucknall Urban District Council with all reasonable dispatch the Company shall carry Railway No. 3 over the site of the footpath numbered on the deposited plans 72 in the urban district of Hucknall and 10 in the parish of Papplewick by means of a bridge having a clear span of not less than forty feet between the abutments and a clear headway throughout of not less than seventeen feet above the level of the surface of the existing footpath and the foundations of the abutments of the bridge shall be carried down to a depth sufficient to permit of the construction of the road so that there shall be a clear headway throughout of eighteen feet six inches between the surface of the road and the underside of the bridge :

- (2) In the construction of Railway No. 3 by this Act authorised at a point 3 miles  $1\frac{1}{4}$  furlongs or thereabouts from its commencement the road numbered 35 on the deposited plans in the said parish of Papplewick shall be carried over the railway by means of a bridge having a clear width of not less than thirty feet and the levels of the said road shall not be altered :
- (3) Railways Nos. 3 and 7 by this Act authorised shall be carried over the highway numbered 19 on the deposited plans in the parish of Calverton by means of girder bridges with a clear headway throughout above the surface of the said highway as altered in accordance with the deposited plans of not less than sixteen feet and a clear square span of not less than thirty feet :
- (4) Railway No. 3 by this Act authorised at a point 4 miles  $6\frac{1}{2}$  furlongs or thereabouts from its commencement shall be carried over the highway numbered 29 on the deposited plans in the parish of Calverton by means of a

girder bridge with a clear headway throughout above the existing surface of the said highway of not less than seventeen feet and a clear square span of not less than thirty feet:

- (5) In the construction of Railway No. 6 by this Act authorised the Company shall not place or construct any permanent works within thirty feet from the centre line of the highway numbered 19 on the deposited plans in the parish of Calverton :
- (6) In altering the levels of the said highway numbered 19 on the deposited plans in the parish of Calverton at and near the point at which the said highway is crossed by Railway No. 7 the Company shall so carry out the work as to avoid any abrupt change in the gradient of the altered highway :
- (7) In the construction of Railway No. 3 at a point 2 miles  $2\frac{1}{2}$  furlongs or thereabouts from its commencement the footpath in the inclosures numbered 29 and 30 in the parish of Papplewick shall be carried over the said railway by means of a footbridge having a width of not less than five feet :
- (8) Unless simultaneously with the construction of Railway No. 3 provision is made for the diversion of the footpath in the inclosures numbered 20 21 25 and 26 in the parish of Papplewick so that the said footpath will join the main road from Nottingham to Mansfield at a point to the north-west of the centre line of the said railway and within the limits of deviation therefor the said footpath shall be carried over the said railway by means of a footbridge having a width of not less than five feet The council shall support any application by the Company for the diversion of the said footpath as aforesaid :
- (9) The bridges to be constructed by the Company under the powers of this Act over public roads within the district of the council shall so far as reasonably practicable be made and maintained by the Company so as to prevent

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the dripping of water therefrom on to the roadways or footpaths of such roads :

- (10) The Company shall give to the council twenty-eight days' previous notice in writing of their intention to commence the construction of any bridge or culvert for carrying Railway No. 3 over the River Leen or any of the railways over any other stream or watercourse within the district of the council by leaving such notice at the office of the council together with the nett dimensions of such bridge or culvert and no such bridge or culvert shall be constructed except with such area of opening as shall be reasonably approved by the council Provided that the council shall be deemed to have approved of such area if they do not signify their disapproval within twenty-eight days after the service of such notice :
- (11) Twenty-eight days before commencing the construction of any of the road or footpath bridges referred to in this section or carrying out of any works which may affect any public highways or public footpaths of the council the Company shall submit plans and sections of the works for the reasonable approval of the council and if the council fail to signify their disapproval within twenty-eight days thereafter they shall be deemed to have approved the same :
- (12) The said bridges and works shall be constructed and carried out in accordance with the plans and sections so approved by the council or in case of difference by the arbitrator hereinafter referred to and under the supervision if given and to the reasonable satisfaction of the council :
- (13) In constructing reconstructing or altering the said bridges and in carrying out the said works the Company shall do all things that may be reasonably necessary to avoid any interruption of traffic and the Company shall comply with all reasonable requirements of the council for the safety of passenger and

vehicular traffic during the period occupied by the construction and carrying out of the said works :

- (14) The construction of the said bridges and works shall when commenced be proceeded with continuously and completed with all reasonable dispatch except for delays occasioned by matters not under the control of the Company :
- (15) If the council shall at any time require to construct or lay under or across any portion of the railways by this Act authorised any sewer drain or pipe in connection with the sewerage surface-water drainage or water supply of their district the Company shall afford to the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall at their own expense carry out such works so far as the same may be under or across the said railways under the supervision and to the reasonable satisfaction of the engineer of the Company and the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Company Provided that if the Company so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Company :
- (16) If in the construction of the works authorised by this Act the Company require to remove alter or interfere with any drain pipe watercourse or surface-water channel within the district of the council in such a way as (in the reasonable opinion of the council) to endanger the continuance of the passage of water or other matter through the same the Company shall not except for the purpose of connecting the same with a substituted drain pipe watercourse or surface-water channel commence to remove alter or interfere with the same until a good and sufficient drain pipe or other necessary works for continuing the passage of water

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or other matter as efficiently as the same was done by means of the drain pipe water-course or channel proposed to be removed altered or interfered with shall at the expense of the Company have been first made and laid down by them in lieu thereof and be ready for use to the reasonable satisfaction of the council or their engineer or surveyor :

- (17) If any difference shall arise between the Company and the council under this section the same shall be determined by an arbitrator to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-  
tion of  
Wigan Coal  
and Iron  
Company  
Limited.

**18.** Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection and benefit of the Wigan Coal and Iron Company Limited their successors and assigns (in this section individually and collectively referred to as "the owners.") shall except so far as may be otherwise agreed in writing between the Two Companies and the owners apply and have effect (that is to say) :—

- (1) The Two Companies shall not deviate from the centre line of Railway No. 3 by this Act authorised as shown on the deposited plans between the points in the parish of Bothamsall respectively 18 miles 7 furlongs and 19 miles 5 furlongs from the commencement of the said railway and shall not acquire any land outside the limits of deviation as shown on the deposited plans between those points :
- (2) (a) Simultaneously with the construction of Railway No. 3 through the lands of the owners the Two Companies shall at their own expense in all things construct for the use of the owners a bridge under or over that railway at a point to be selected by the owners between points respectively 19 miles 2 furlongs and 19 miles 5 furlongs from the commencement of the said railway as marked upon the deposited plans with proper and convenient approaches



to such bridge and such bridge may be used by the owners for the purpose of obtaining access from property belonging to them on one side of the railway to property belonging to them on the other side thereof or for the transport of clay soil bricks tiles debris minerals machinery plant or other materials through or over the same or for the construction maintenance and user of railways tramways roads paths electric lines water mains pipes or ducts sewers drains telegraph or telephone wires and other works and conveniences through or over the same or for other the purposes for the time being of the owners ;

(b) The said bridge (if the same be constructed under the railway) shall be of a minimum width of eighteen feet throughout measured on the square and shall have a minimum headway of fourteen feet six inches and the gradients of the approaches to such bridge shall at no point exceed one in forty ;

(c) The said bridge (if the same be constructed over the railway) shall be of a minimum width between the parapets of eighteen feet throughout and shall be constructed of a strength sufficient for the passage thereover of locomotives weighing forty tons and the gradients of the approaches of such bridge shall at no point exceed one in forty ;

(d) Any such bridge shall be constructed in accordance with plans and sections to be submitted to and reasonably approved by the owners prior to the commencement of the construction of the said railway Provided that if the owners do not signify their approval or disapproval of such plans and sections within twenty-eight days after the submission of the same to them they shall be deemed to have approved thereof ;

(e) The bridge constructed by the Two Companies under the provisions of this section shall at all times be maintained by the Two Companies at their own expense and to the reasonable approval of the owners :

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- (3) If any difference shall arise between the owners on the one hand and the Two Companies or either of them on the other hand under the provisions of this section (other than a question to which the provisions of the Lands Clauses Acts apply) the same shall be referred to and determined by an arbitrator to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 and any statutory modification thereof shall apply to any such reference and determination :
- (4) The provisions of this section shall be in addition to and not in derogation of any of the provisions of this Act or of any Act incorporated therewith which may enure for the benefit of the owners but the accommodation works provided for by this section shall be taken into account in the settlement of any question which may arise as to the compensation to be paid to the owners in respect of the exercise in regard to their property of the powers of this Act.

For protec-  
tion of Duke  
of Portland.

**19.** For the protection of William John Arthur Charles James Duke of Portland (in this section referred to individually as "the vendor") or other the owner or owners for the time being of the mines and minerals in this section defined (all of whom are with the vendor in this section collectively referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Midland Company the North Eastern Company or the Two Companies as the case may be on the one hand (each of which is in this section in relation to the powers severally conferred upon them by this Act respectively referred to as "the Company") and the owner on the other hand apply and have effect (that is to say) :—

- (1) In this section the expression "the said lands" means the lands (being lands which the Company are by this Act authorised to acquire compulsorily for the purposes of the railways by this Act authorised numbered 1 2 and 3

respectively) respectively comprised in and assured by certain deeds of conveyance (in this section referred to as "the said conveyances") of which the following are the particulars (namely):—

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(i) An indenture of conveyance made the thirteenth day of March one thousand nine hundred and eleven between the vendor of the first part Edward Horsman Bailey Charles Ludovic Lindsay and Francis Bingham Mildmay of the second part and the Hucknall Torkard Urban District Council in the county of Nottingham of the third part;

(ii) An indenture of conveyance made the first day of October one thousand nine hundred and twenty between the vendor of the first part Edward Horsman Bailey Charles Ludovic Lindsay and Francis Bingham Mildmay of the second part and Thomas Davies of the third part;

(iii) An indenture of conveyance made the twenty-fifth day of November one thousand nine hundred and twenty between the vendor of the first part Edward Horsman Bailey Charles Ludovic Lindsay and Francis Bingham Mildmay of the second part and Thomas Askew Loweth of the third part;

(iv) An indenture of conveyance made the fifteenth day of January one thousand nine hundred and twenty-one between the vendor of the first part Edward Horsman Bailey Charles Ludovic Lindsay and Francis Bingham Mildmay of the second part and the county council of the administrative county of Nottingham of the third part;

(v) An indenture of conveyance made the fourth day of November one thousand nine hundred and twenty-one between the vendor of the first part Edward Horsman Bailey Charles Ludovic Lindsay and Francis Bingham Mildmay of the second part and the urban district council for the district of Hucknall in the county of Nottingham of the third part;

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The expression "the said minerals" means the mines and minerals respectively excepted and reserved to the vendor and his trustees by the said conveyances :

- (2) In the event of the Company acquiring the whole or any part of the said lands together with the benefit of the obligation on the part of the vendor and his trustees with reference to the making of compensation for damage done or occasioned to the buildings if any for the time being on the said lands (by reason of subsidence caused by the working of the said minerals) contained in such of the said conveyances as comprised the lands so acquired by the Company the expression "buildings" in the said conveyances respectively shall in relation to the said obligation be construed so as not to include the permanent way of the railway or any embankments cuttings tunnels bridges culverts or other works forming part of the railway but this exception shall not extend to railway station buildings or buildings used for residential or business purposes.

Common-  
able lands.

20. The quantity of lands which are or are reputed to be commonable and which may be taken by the Two Companies under the powers of this Act shall not exceed the following (that is to say) :—

Name of Common.	Parish in which land is situate.	Quantity within limits of deviation.			Quantity which may be taken.		
		a.	r.	p.	a.	r.	p.
Mill Hill Field - - -	Eakring	27	0	0	6	0	0
Losky Hill Field - - -	"	9	0	0	2	2	0
West Ing - - - - -	"	19	0	0	2	2	0

Means of access between the portions of the commonable lands severed by the line of railway shall be provided by the Two Companies as follows at or near the point marked on the deposited plans 11 miles by means of an over-bridge at 11 miles 6 furlongs and at 12 miles 1 furlong by means of level crossings with raised approaches.

21. The railways by this Act authorised to be constructed by the Midland Company shall for the purpose of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Midland Company.

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Rates and charges for Midland Company.

22. The railways by this Act authorised to be constructed by the North Eastern Company shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the North Eastern Company.

Rates and charges for North Eastern Company.

23. The Two Companies shall be entitled till the appointed day referred to in section 31 of the Railways Act 1921 to make such charges in connection with the carriage of merchandise and passengers or otherwise upon the joint railways as were in force as respects the undertaking of the Midland Railway Company on the fifteenth day of August one thousand nine hundred and twenty-one and the proviso to section 60 of the Railways Act 1921 shall apply in respect of such charges. In respect of the charges on and after such appointed day there shall be applied by the railway rates tribunal to the Two Companies subject to the provisions of section 51 of the Railways Act 1921 the schedule of standard charges fixed under the provisions of that Act either for the Midland Company or for the North Eastern Company and the said tribunal may so apply such schedule either without modification or subject to such modifications as the tribunal may think fit. For the purposes of the Railways Act 1921 the Two Companies shall be deemed to be a railway company to which a schedule of standard charges has been applied in respect of the joint railways.

Rates and charges for Two Companies.

24. Subject to the provisions of section 47 of the Railways Act 1921 the Midland Company and the North Eastern Company respectively may quote through rates and fares in respect of through traffic carried by them over the joint railways or any part thereof. Provided that if the committee object to any through rate or fare so quoted the proportion thereof to be credited to the committee shall be referred to arbitration.

Charges for through traffic.

25. The mode and terms of working local traffic and the charges to be made in respect of local traffic

Local traffic

[Ch. xlv.] *Mid-Nottinghamshire* [16 & 17 GEO. 5.]  
*Joint Railways Act, 1926.*

A.D. 1926. any other charges attributable solely to the joint undertaking shall subject to the provisions of this Act be fixed by the committee.

Period for completion of railways. **26.** If the railways are not completed within the period expiring on the first day of October one thousand nine hundred and thirty-one then on the expiration of that period the powers by this Act granted to the Midland Company the North Eastern Company or the Two Companies as the case may be for making and completing the same respectively or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing penalty unless railways opened. **27.** If the Midland Company the North Eastern Company or the Two Companies as the case may be fail within the period limited by this Act to complete the railways authorised by this Act to be constructed by them respectively and open the same for public traffic such company or companies shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway in respect of which such penalty has been incurred.

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

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that such company or companies were prevented from completing or opening the railways by unforeseen accident or circumstances

beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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**28.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred by this Act for the purposes of such railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

Application  
of penalty.

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

**29.** In constructing the works by this Act authorised the Midland Company the North Eastern Company or the Two Companies as the case may be may deviate from the lines of any of the said works shown on the deposited plans to the extent of the limits of deviation marked thereon and may deviate from the levels of the railways shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845 and may deviate from the levels of the other works

Power to  
deviate in  
construction  
of railways.

A.D. 1926. — shown on the deposited sections to any extent not exceeding five feet upwards or downwards.

Inclination of roads.

**30.** In altering for the purposes of this Act the public road numbered on the deposited plans of Railway No. 3 1 in the parish of Boughton and 3 in the parish of Wellow the Two Companies may make the same of any inclination not steeper than 1 in 18·4.

Power to divert and stop up roads and footpaths.

**31.** The North Eastern Company or the Two Companies as the case may be may subject to the provisions of this Act divert the roads and footpaths hereinafter mentioned in the manner shown upon the deposited plans and sections and may subject as aforesaid stop up and cause to be discontinued as a road or footpath so much of any existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say) :—

Railway.	Parish.	No. of Road or Footpath on Plan.
No. 3	Bilsthorpe - - - -	27
	Bilsthorpe - - - -	36
	Wellow - - - -	3
	Boughton - - - -	1
	Walesby - - - -	1
No. 8	Bothamsall - - - -	28A
	Boughton - - - -	1

For protection of Postmaster-General.

**32.** Notwithstanding the stopping up and discontinuance of the portions of road in the parish of Bilsthorpe authorised by the section of this Act the marginal note whereof is " Power to divert and stop up roads and footpaths " the Postmaster-General may if he so desires (without derogation from any other right vested in him) remove from the said portions of the said road any telegraphic line of the Postmaster-General which is in under upon along over or across the same and the Two Companies shall pay to the Postmaster-General the reasonable expenses incurred by him of and incidental to the removal of the said telegraphic line and the substitution therefor of a telegraphic line along the road as diverted The expression " telegraphic line " in this section has the same meaning as in the Telegraph Act 1878.



**33.** The Two Companies may subject to the provisions of this Act stop up and discontinue so much of the road leading from Walesby to Ollerton in the parish of Boughton as lies between its junction with the public road from Whitewater Bridge to Walesby and a point 18 chains south-west thereof.

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—  
Stopping up  
of road at  
Boughton.

**34.** And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of such works it may be necessary to underpin or otherwise strengthen the same Therefore the Midland Company the North Eastern Company or the Two Companies (each of whom is in this section referred to as "the Company") as the case may be at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

Under-  
pinning of  
houses near  
works.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such

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—

house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :

- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of the requirements of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section shall be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

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

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Repair of roads where level not permanently altered.

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

**36.** Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Midland Company the North Eastern Company or the Two Companies as the case may be without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and such company or companies may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

Stopping up roads and footpaths without providing substitute.

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

**37.** Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public.

Stopping up roads and footpaths in case of diversion.

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use or in case of difference between the Midland Company the North Eastern Company or the Two Companies as the case may be (each of whom is in this section referred to as "the Company") and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

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

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

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

Further provision as to repair of roads and footpaths.

**38.** Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Midland Company the North Eastern Company or the Two Companies as the case may be) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

**39.** The Midland Company the North Eastern Company or the Two Companies as the case may be may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up with reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed such company or companies may delegate to such parties as aforesaid the power of constructing all or any of such alterations or new roads streets footpaths or highways in which they may be interested except the stone steel or other structure of any bridge over or under any railway and any expenses incurred by a local authority under and for any of the purposes of this section shall be deemed to be expenses under and for the purposes of the Public Health Act 1875.

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Power to  
make agree-  
ments with  
road autho-  
rities &c.

**40.** All private rights of way over any lands which may under the powers of this Act be acquired compulsorily shall as from the date of their acquisition be extinguished Provided that the Midland Company the North Eastern Company or the Two Companies as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to pri-  
vate rights  
of way over  
lands taken  
compulso-  
rily.

**41.** Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Midland Company the North Eastern Company or the Two Companies as the case may be shall not be required to purchase any railway river canal navigation watercourse drain or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but may acquire such easements and rights in over or under any such railway river canal navigation watercourse drain or sewer as they may require for making maintaining working and using any such work and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing

Power to  
acquire  
easements  
compulsorily  
in certain  
cases.

A.D. 1926. — provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

Owners may be required to sell parts only of certain properties.

42. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Midland Company the North Eastern Company or the Two Companies as the case may be (each of whom is in this section referred to as "the Company") of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined

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by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder

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without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Period for compulsory purchase of lands.

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

Power to certain owners to grant easements &c.

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

Power to enter upon property for survey and valuation.

**45.** The Midland Company the North Eastern Company or the Two Companies as the case may be and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving



in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

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46. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Midland Company the North Eastern Company or the Two Companies as the case may be (each of whom is in this section referred to as "the Company") award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant. Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case. Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Costs of  
arbitration  
&c. in cer-  
tain cases.

47. In settling any question of disputed purchase money or compensation for lands acquired by the Mid-

Compensa-  
tion in case

A.D. 1926.  
—  
of recently  
altered  
buildings.

land Company the North Eastern Company or the Two Companies as the case may be under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-five if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by such company or companies of such lands.

As to private street expenses in certain cases.

48.—(1) The Midland Company the North Eastern Company or the Two Companies as the case may be (each of whom is in this section referred to as "the Company") shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

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

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay

to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

A.D. 1926.

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

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

**49.** For the purposes of this Act there shall be a committee representing the Midland Company and the North Eastern Company respectively constituted as follows (namely):—

Constitu-  
tion of com-  
mittee.

- (1) Within three months after the passing of this Act the directors of each of the said Companies shall appoint four persons to represent their Company :
- (2) The eight persons so appointed shall form the committee :
- (3) A member of the committee shall remain in office until his office is vacated by death resignation or otherwise :
- (4) A member of the committee may be removed at any time by the directors of the Company of which he is a representative :
- (5) The directors of each of the said Companies shall fill up vacancies occurring by death resignation or otherwise among their respective representatives on the committee :
- (6) Every appointment and removal of a member of the committee shall be made by writing under the hand of the secretary of the Company which he represents :
- (7) The committee as above constituted and their successors shall be and is hereby incorporated under the name of "The Mid-Nottinghamshire Joint Railways Committee" and under that name shall be a body corporate with perpetual succession and a common seal and with power to acquire hold and dispose of lands.

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Acts of committee not to be invalidated &c.

**50.** No act of the committee shall be invalid or illegal by reason only of any person not qualified or ceasing to be qualified acting as a member of the committee.

Powers and functions of committee.

**51.** All the powers and rights which by this Act are conferred upon the Two Companies shall be exercised on behalf of the Two Companies by and in the name of the committee who shall have the direction and management of the joint undertaking and subject to the provisions of this Act may exercise in relation thereto all the powers which are usually and properly exercised by a railway company or by the directors of a railway company and in particular they may appoint remunerate and remove such officers clerks and servants as they may think fit and may also (subject to the approval of the respective boards of directors of the Two Companies) fix their own remuneration which shall be paid as part of the expenses of the committee.

Meetings of committee.

**52.** The committee shall hold their meetings at such times and places as they may from time to time determine and four members two of whom shall be representative of the Midland Company and two of the North Eastern Company respectively shall be a quorum thereof. A chairman shall be elected for each meeting and chairmen shall be so elected from the representatives of each of the said Companies in turn unless it is otherwise unanimously resolved at any meeting. The representatives of each of the said Companies shall only have one vote amongst them and the chairman shall not have a casting vote.

Arbitration.

**53.** If any difference shall arise upon the committee or between the Midland Company and the North Eastern Company in relation to any matter touching the joint undertaking or which under the provisions of this Act has to be done or determined by the committee the same shall on the written requisition of any member of the committee or either of the said Companies be referred to a single arbitrator to be appointed (unless otherwise unanimously determined by the committee) by the Minister of Transport. The decision of such arbitrator as regards differences upon the committee shall be final and shall take effect as if it were a unanimous resolution of the committee and until such decision shall have been given no resolution of the committee touching the

matter in difference not being a unanimous resolution shall be acted upon or have any effect. A.D. 1926.

**54.** In order to provide funds for the purchase of lands for and for the construction of the joint railways and the works connected therewith the following provisions shall have effect (namely) :—

Funds for construction of joint railways.

The committee shall from time to time in a minute of the committee estimate the amount of money required by them for the purposes aforesaid and fix the times at which such money is to be paid to their bankers or treasurer and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the committee shall be sent by registered letter to the secretaries of the Midland Company and the North Eastern Company addressed to their respective principal offices ;

The said Companies shall at the time so fixed in the minute pay in equal shares to the bankers or treasurer of the committee the amount specified in the minute and such shares shall be deemed to be debts due from the said Companies respectively to the committee as from the day fixed for the payment thereof ;

If either Company make default in such payment they shall unless otherwise resolved by the committee pay to the committee interest at the rate of ten pounds per centum per annum on the amount due from such Company to be calculated from the day fixed for the payment thereof until the day when the same is paid ;

The committee may recover from either Company in default the money so due by proceedings in any court of competent jurisdiction and it shall be sufficient in any such proceedings for the committee to produce their minute book containing the estimate on which the claim is founded and to prove that a copy of the minute thereof duly authenticated was sent to the secretary of the Company in default addressed to the principal office of that Company and that the sum mentioned in such minute has not been paid.

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Disposal of  
revenue.

**55.** The committee shall receive all the revenue arising from the joint undertaking and shall apply the same in the first instance to paying the salaries charges and expenses incident to the management and maintenance of the joint undertaking and all other expenses which if the joint undertaking were an independent railway undertaking would be properly payable out of revenue. The net revenue remaining in the hands of the committee at the end of every year after making such payments as aforesaid shall be paid to the Midland Company and the North Eastern Company in equal proportions.

Expenses of  
managing  
joint under-  
taking.

**56.** Until a revenue is derived by the committee from the joint undertaking and thereafter if and so far as such revenue is insufficient for the purpose of defraying the expenses attending the management and maintenance of the joint undertaking and all other expenses which if the joint undertaking were an independent railway undertaking would be properly payable out of revenue the Midland Company and the North Eastern Company as part of their respective working expenses shall from time to time contribute in equal shares the amount of money required to make up the deficiency and the provisions of the section of this Act of which the marginal note is "Funds for construction of joint railways" shall *mutatis mutandis* apply with respect to every such amount of money.

User of  
joint rail-  
ways.

**57.** The Midland Company and the North Eastern Company respectively may (subject to equal rights in the other Company) use the joint railways for the conveyance of through traffic as fully as if the same were the separate railway of such Company and any question as to the times or manner of working the trains of either such Company over the joint railways shall be settled by the committee.

Payment by  
Two Com-  
panies for  
use of rail-  
ways.

**58.** The committee shall be credited in respect of the conveyance of through traffic over the joint railways or any part thereof by the Midland Company or the North Eastern Company with a mileage proportion of the gross receipts from such traffic such proportion to be calculated after deducting from such receipts such terminals and allowances as shall be agreed between the said Companies or in case of difference settled by

arbitration but out of such proportion the committee shall pay or allow to the Company working the traffic on the joint railways the following percentages of such proportion for working expenses (viz.) twenty-five per centum for coal and coke traffic and thirty-three and one-third per centum for all other traffic. The committee shall also be credited with such terminals and allowances in respect of through traffic arising or terminating on the joint railways as shall be agreed or settled as aforesaid.

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**59.** The periods now limited by the Acts mentioned in the first column of the next following table for the compulsory purchase by the committees mentioned in the second column of lands referred to in the third column of that table and authorised to be acquired by the Acts respectively referred to in the fourth column of that table are hereby extended until the first day of October one thousand nine hundred and twenty-nine but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised:—

Extension of time for purchase of lands.

Act limiting time for purchase of lands.	Committee.	Lands.	Acts by which lands are authorised to be acquired.
London and North Eastern Railway Act 1923.	South Yorkshire Joint Line Committee.	Lands in Loversall and Wadworth in the west riding of the county of York.	North Eastern Railway Act 1913 and London and North Eastern Railway Act 1923.
London and North Eastern Railway Act 1924.	Cheshire Lines Committee.	Lands required for purposes of or in connection with Railways Nos. 1 and 2 at Toxteth Park.	Cheshire Lines Act 1903.

**60.** The Midland Company and the North Eastern Company may respectively apply for or towards all or any of the purposes of this Act being purposes to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any Act or Scheme having the force of an

Power to Midland Company and North Eastern Company to apply

A.D. 1926. Act relating to them respectively and which are not  
— required for the purposes to which they are respectively  
corporate funds. by any such Act or Scheme made specially applicable.

Provision as  
to general  
Railway  
Acts.

**61.** Nothing in this Act contained shall exempt the Midland Company and the North Eastern Company or any committee upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said Companies and committees respectively.

Costs of  
Act.

**62.** 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 committee.



The SCHEDULE referred to in the  
foregoing Act.

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PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN  
COMPULSORILY.

Area.	Nos. on deposited Plans.	Description of property in Book of Reference.
<b>RAILWAY No. 3.</b>		
Urban district of Hucknall	81	Sewage works.
Parish of Calverton -	26	Yard and cattle-sheds.
Parish of Bilsthorpe -	26	Field.
	26B	Garden.
	28	Garden ground.
	29	Orchard.
	30	Orchard outbuildings and pond.
	31	Land and outbuilding.
	33	Land smithy petrol tank and pump.
	41	Field and colliery railways and tramways.
	42	Field.
	43	Field.
Parish of Eakring - -	1	Field watercourse and public footpath.
	2	Field pond watercourse ditches public footpath colliery railway and tramways posts and electric power and telephone wires.
Parish of Rufford Liberty.	45	Field and occupation road.
Parish of Ollerton - -	5	Field shed yard and pig-stye.
	6	Field and pond.
	7	House garden and outbuildings.
	8	Garden.
	9	Garden.
	10	Occupation road.
	21	Field and footpath.
	22	Garden.
	23	Garden.
	24	Garden.
	25	Garden and shed.

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Area.	Nos. on deposited Plans.	Description of property in Book of Reference.
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RAILWAY No. 3—*continued.*

Parish of Boughton -	15	Colliery works.
	31	Field.
	36	Rickyard.
	37	Field.
	43	Garden.
	44	Garden and sheds.
	46	Garden and sheds.
	47	Garden occupation road and stable.
	49	Garden ground.

## RAILWAY No. 4.

Parish of Babworth -	18	Land.
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## RAILWAY No. 9.

Parish of Boughton -	31	Field.
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## RAILWAY No. 11.

Parish of Ollerton -	35	Colliery and works.
Parish of Boughton -	82	Field.

## RAILWAY No. 12.

Parish of Boughton -	15	Colliery works.
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