



THIS AGREEMENT is made the 23rd day of November 1949
 between THE BRITISH TRANSPORT COMMISSION (hereinafter called "the
 Commission") by the Railway Executive acting under the power
 conferred by a scheme dated the 22nd day of November 1947 and
 made by the Commission under Section 5 of the Transport Act 1947

This Agreement is made the 19 day of _____
 BETWEEN THE LONDON, MIDLAND AND SCOTTISH RAILWAY COMPANY
 (hereinafter referred to as "the Company") of the one part and THE MAYOR ALDERMEN
AND BURGESSES OF THE BOROUGH OF NORTHAMPTON
 being the local authority within the meaning of the Public Health Act 1936 for the
 said Borough (hereinafter referred to as "the Council/Corporation") of
 the other part

WHEREAS the Council/Corporation have served upon the Company an
 instrument in writing dated the 19 day of _____
 under the Provisions of The Public Health Act 1936 whereby they gave notice to the
Company of their proposal to carry a sewer under certain lands of the Company at
Northampton aforesaid in the position
 more particularly described in the said notice and shewn on the plan attached hereto

AND WHEREAS it has been agreed by and between the parties hereto that
 the proposal of the Council/Corporation shall be carried into effect by the construction
 of the works described in the Schedule hereto in accordance with plans sections and
 specifications which have been approved by the Principal Engineer of the Commission
 and for purposes of identification are marked and signed by him or on his behalf and
 by the Surveyor of the Council/Corporation and it has been further agreed that the
Council/Corporation shall enter into such covenants with regard to the construction
 maintenance and repair of the said works (which works are hereinafter referred to as
 "the sewer") and shall give to the Commission such protection as is hereinafter contained
 in full discharge of any rights of compensation to which the Company may be or become
 entitled under the said Act except as hereinafter mentioned

NOW THIS AGREEMENT WITNESSETH as follows:—

Regional Principal Engineer of the Commission shall at such time as shall be agreed to by the
Principal Engineer for the time being of the Company (hereinafter referred to as "the
 Engineer") with all due despatch proceed at their own cost to construct and in proper
 manner complete the sewer under his supervision and to his reasonable satisfaction
 in accordance with the said plans sections and specifications and with such detailed
 plans and sections as the Engineer may hereafter approve.

2 THE Council/Corporation shall from time to time at their own cost maintain
 and shall carry out any works affecting the railways of the Commission
 and repair the sewer in such manner as the Engineer may approve and under his
 supervision and to his reasonable satisfaction.

3.—THE Council/Corporation shall pay to the Commission on demand all expenses
 certified by the Engineer to have been properly incurred by the Company from time to
 time (including the cost of any works carried out by the Company which in the opinion
 of the Engineer may be necessary for the protection of the sewer or of their railway
 works or other property and the cost of employing any inspector flagmen watchmen
 or other persons whom the Engineer may think it necessary to employ for the protection
 of the railway or of the traffic thereon and the cost of inspecting the sewer or any of
 the said works from time to time) in consequence of or arising out of the construction
 maintenance or repair of the sewer and shall also pay to the Commission
 for any disturbance of traffic consequent upon such construction maintenance or repair.
 A certificate given by the Engineer under this clause shall be conclusive.

4.—THE Council/Corporation shall not make any claim upon the Commission in respect of any loss of life injury or damage to the employees agents or property of the Council/Corporation which may be caused by or arise directly or indirectly out of the construction maintenance repair existence failure or user of the sewer or any works executed by the Commission in connection therewith and shall indemnify and save harmless the Commission from and against all actions claims and demands costs losses charges damages and expenses which may be brought against or made upon the Commission or which they may pay bear incur sustain or be put unto in respect of any such loss of life or injury as aforesaid and in respect of any loss of life injury or damage which may be caused by or arise directly or indirectly ~~out of the construction maintenance repair~~ ^{herein} existence failure or user of the sewer or any works executed by the Commission in connection therewith to the employees or property of the Commission or to any third party or his property.

5.—THE Council/Corporation shall further pay to the Commission on demand such sum if any, as represents the loss or damage from time to time sustained by the Commission by reason of the construction, maintenance repair existence failure or user of the sewer.

6. ~~6~~.—ANY additional expense which the Commission may from time to time reasonably incur in widening altering reconstructing repairing or maintaining their railway or other works under their existing powers by reason ^{only} of the existence of the sewer upon across over or under the same shall be paid by the Council/Corporation.

7.—THE Commission reserve full and free right at any time hereafter of erecting and constructing on land now belonging to the Commission any building or buildings (except houses or buildings used as offices or showrooms other than buildings ^{so used} which form part of a railway station) or railway works over the sewer and the Commission shall not be liable for any damage or injury to the sewer caused by the erection or construction of any such buildings, or works whether over or near to the sewer or by the carrying on of the Commission's statutory undertaking Provided that before commencing the erection or construction of any such buildings or works the Commission shall give the Council/Corporation reasonable notice of their intention so as to enable the Council/Corporation if they so think fit to protect divert or remove the sewer.

8.—THE Commission hereby acknowledge the receipt of £ paid by the Council/Corporation upon the execution of these presents by way of compensation for any diminution in the value of the land and property of the Commission over or near ~~to the sewer.~~

8. ~~9~~.—NOTHING herein contained shall prejudice or affect any provision for the protection of the Commission included in any special Acts or Order.

9. ~~10~~.—ANY dispute or difference arising between the parties hereto shall except where the decision of the Engineer is expressly stated to be conclusive or is a question of law or the construction of this Agreement be referred to the decision of a single arbitrator who shall be appointed failing agreement between the parties by the President for the time being of the Institution of Civil Engineers.

10. ~~H~~.—THE costs (including stamp duty) of these presents and of a duplicate thereof shall be borne by the Council/Corporation.

Railway Executive acting as aforesaid
on behalf of the Commission

IN WITNESS whereof the Commission and the Council/Corporation have caused their respective Common Seals to be hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

A REINFORCED CONCRETE SURFACE WATER TUBE SEWER thirty inches in internal diameter under the Commission's railways in the position indicated by the blue line on the said plan surrounded by twelve inches of concrete between the points marked A and B and constructed in heading between the points marked B and C on the said plan the heading being finally filled in solid with weak concrete.

PASSED under the Common Seal of the
 London, Midland and Scottish Railway
 Executive
 Company in the presence of :—

THE COMMON SEAL of the Mayor
 Aldermen and Burgesses of
 the Borough of Northampton

was hereinto affixed in the presence of :—

Richard Rowe
 Town Clerk.



By Ex Min.
203 20/10/49
a 1154/49

MA. 10463

DATED 23-11-1949

~~The London Midland and
Scottish Railway Company~~
THE BRITISH TRANSPORT COMMISSION

— AND —

NORTHAMPTON CORPORATION

Agreement

AS TO

CONSTRUCTION and MAINTENANCE
of SEWER under land belonging to the
~~Railway Company at~~ Commission at
Northampton.

L M R
TO BE RETURNED TO
ESTATE DEPARTMENT
EUSTON STATION.

1269

Recorded CM-2-12-49

For J. BRIGGS
4 JAN 1950
W.B.



act

