

MUMS 56
10/10/64

REF. No. SH. 13

ENTERED IN
REGISTER 1964

**THIS FORM IS FOR USE IN THE CASE OF PREMISES
FARMED BY A TENANT**

The printed clauses have been approved by the National Farmers' Union and the Country Landowners' Association.

No alterations to or deletions of the print should be agreed to. Information and advice should be obtained from the County Secretary of the Union or from the Branch Secretary of the Country Landowners' Association.

Lines with Poles

Route	Map	Plan
	68.4	

**ELECTRICITY (SUPPLY) ACTS, 1882-1936
AND THE ELECTRICITY ACT, 1947**

WAYLEAVE AGREEMENT made the twentieth day of April 1955
BETWEEN The Lancashire County Council County Hall Preston
(hereinafter referred to as "the Owner.") of the first part Edgar Burgess Schoolhouse
Farm Hutton, Near Preston (hereinafter referred to as "the Occupier") of the second part

and THE NORTH WESTERN ELECTRICITY BOARD (hereinafter referred to as "the Board") of the third part WHEREBY
IT IS AGREED AS FOLLOWS :

1. The Owner and the Occupier hereby consent upon the following terms and without prejudice to any relevant statutory rights of the parties :—
 - (a) To the execution by the Board at reasonable times and with reasonable despatch of the works described in the First Schedule hereto (hereinafter referred to as "the works") on, under and across the land owned by the Owner and farmed by the Occupier as tenant situate in the Parish of Hutton in the County of Lancaster.
 - (b) To the user, maintenance, repair, alteration, renewal, inspection and removal of the works ;
 - (c) To the Board felling, lopping or cutting in a woodmanlike manner any tree or hedge on the said land which obstructs or interferes with such execution, user, maintenance, repair, renewal, alteration, inspection or removal ; and
 - (d) To the entry on the said land at all reasonable times by the Board their officers, servants and agents for any of the said purposes.

2. The Board shall during the continuance of this Agreement pay to the Owner yearly sums calculated in accordance with Part I and Part II of the Second Schedule hereto and the Owner shall keep the Board indemnified against any claims which may be made by his lessees or tenants in respect of all matters covered by that Schedule.

3. The Owner agrees with the Occupier that he will at all times during the continuance of the existing tenancy of the Occupier duly claim from the Board the compensation provided for in Part II of the Second Schedule hereto and will upon the receipt thereof either pay or allow the same to the Occupier.

4. The Board shall maintain and keep the works in good repair and condition so as not to be a danger to the Owner or the Occupier or his or their tenants or property or employees.

5. The Board shall not (except so far as may be necessary for the purposes aforesaid) substantially obstruct or interfere with the use of any road, footpath, sewer, drain, watercourse or well that may be crossed by any of the works of the Board or otherwise impede the free and uninterrupted user of the said land or of any other land, buildings or property of the Owner.
6. The Board shall (except in respect of all matters covered by Part II of the Second Schedule hereto) as soon as reasonably practicable make good to the reasonable satisfaction of the Owner and the Occupier or his or their tenants as the case may be any damage to the land, buildings, chattels or property of whatever description of the Owner or the Occupier or of his or their tenants caused by or arising out of the execution of the works or their user, maintenance, repair, alteration, renewal, inspection or removal and in particular shall after every operation fill in the ground and so far as possible restore the surface to its former condition including the replacement of soil and turf and the removal of all rubbish and weeds. If for any reason any such damage cannot be made good the Board shall compensate the Owner and the Occupier or his or their tenants therefor.
7. The Board shall give to the Owner and the Occupier and his or their tenants not less than three days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended execution, repair, renewal or removal of the works. Where the Owner or the Occupier or his or their tenants have indicated the route by which they desire the Board shall cross the Owner's land for the purpose of executing, repairing, renewing, inspecting or removing the works the Board shall follow such route except in cases of emergency or where it is not reasonably practicable to do so.
8. The Board shall not without the previous written consent of the Owner and the Occupier place, erect, attach or exhibit on the works any sign, notice or advertisement of any kind or nature whatsoever other than the usual "danger notices" and notices required for the proper operation of the Board's system.
9. The Board shall at all times keep the Owner and the Occupier and his or their tenants and employees indemnified against all losses, damages or expenses which any of them suffer or incur by reason or on account of any wrongful act, neglect or omission of the Board their servants or agents or licensees in connection with the execution, user, maintenance, repair, alteration, renewal, removal or inspection of the works or by reason of any accident (not excluding the Act of God) due to or arising out of the existence of the works on the said land (except such as may be due to or caused by or arise out of the wrongful act or neglect of the Owner or the Occupier or his or their tenants or employees) or by reason of drips from the works provided that nothing in this clause shall exclude the operation of the Law Reform (Contributory Negligence) Act, 1945.
10. Nothing in this Agreement shall diminish, affect or interfere with the right of the Owner and the Occupier and his or their tenants to work any mines and minerals in or under the said land in as full and ample a manner as if this Agreement had not been made and in working the said mines and minerals it shall be lawful for the Owner to withdraw vertical and lateral support from the works and the Owner shall not be liable to pay any compensation for damage that may be caused in working the said mines and minerals. Provided nevertheless that any supports for electric lines above ground erected under this Agreement shall be deemed to have been erected in pursuance of powers conferred on the Board under Section 22 of the Electricity (Supply) Act, 1919 as amended by Section 57 of, and Part I of the Fourth Schedule to, the Electricity Act, 1947 and the Board shall accordingly be entitled to the benefit of Section 44 (2) of the Electricity (Supply) Act, 1926 as amended by the Electricity Act, 1947.
11. This Agreement shall remain in force until determined by the Owner giving to the Board or the Board giving to the Owner at any time six months' previous notice in writing on that behalf but such determination shall be without prejudice to any relevant statutory rights of the Board for the time being in force.
12. On the determination of this Agreement the Board shall (subject to statutory rights) with all reasonable despatch remove the works and restore the surface of the land to the reasonable satisfaction of the Owner and the Occupier.
13. If any dispute or difference shall arise between the parties concerning the interpretation of this Agreement or as to their respective rights, duties or obligations hereunder such dispute or difference shall be referred to a single Arbitrator to be appointed jointly by the parties hereto who are parties to the dispute or difference or failing agreement between such parties to be appointed on the application of any such party by the President for the time being of the Royal Institution of Chartered Surveyors and in any case the Arbitration Act, 1950 or any statutory amendment or re-enactment thereof shall apply to the reference.
14. In this Agreement where the context so permits "Owner" includes the owner for the time being of the land on or over which the said works are executed.

"Occupier" includes the executors, administrators and assigns of the occupier so long as such executors, administrators or assigns occupy the said land under the existing contract of tenancy thereof.

"Board" includes the successors or assigns of the Board.
15. A copy of this Agreement shall be supplied to the Owner and to the Occupier by and at the expense of the Board.

CURGESS

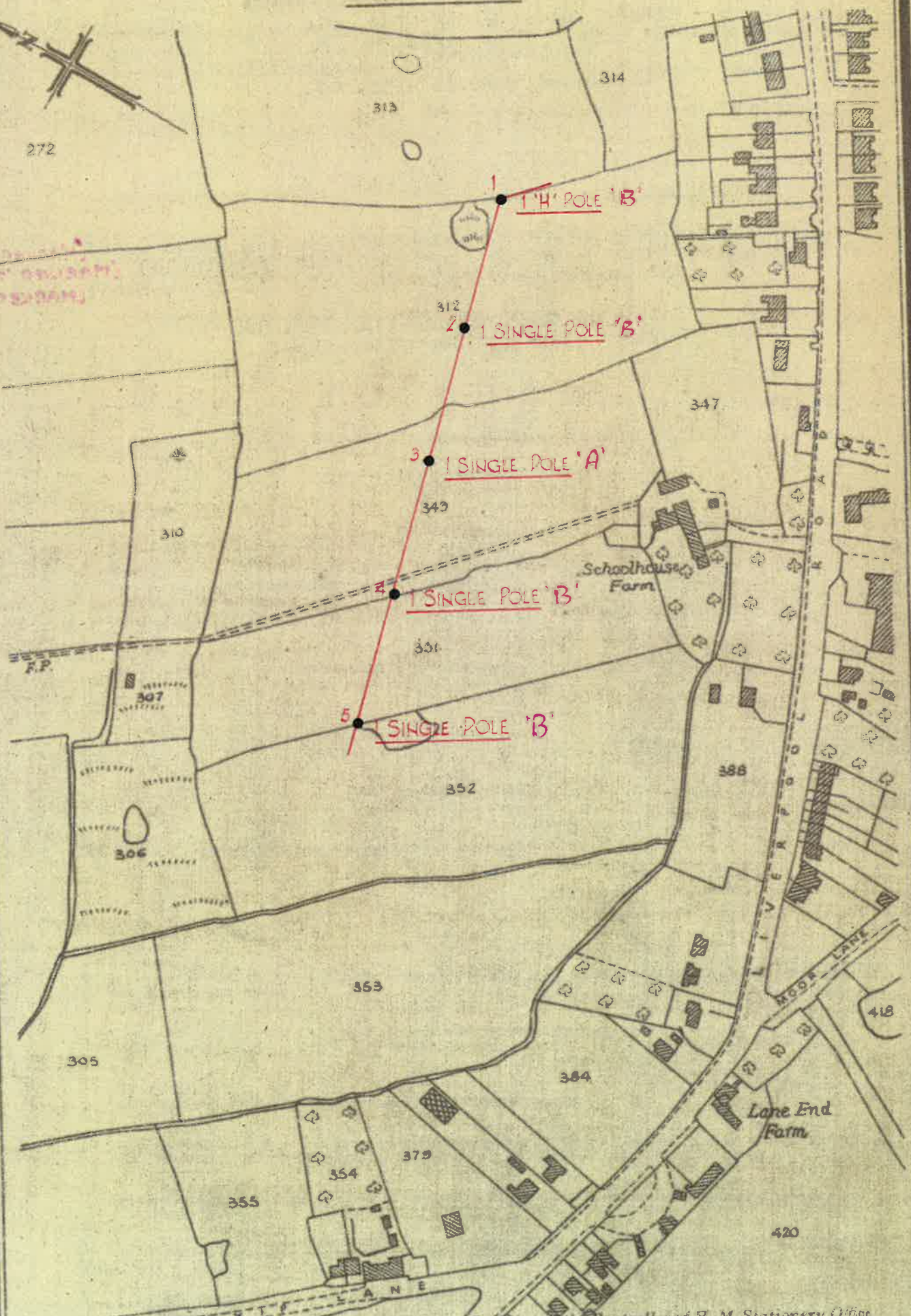
PLAN REFERRED TO

SCALE $\frac{1}{2500}$



272

272
272
272



Rental.

4 - Single poles @ 1/- per pole
1 - 'H' pole @ 1/6d " "

Total Annual Rental - 5s. 6d.

Compensation.

3 - Single poles @ 2/6d per pole (in grass land) (MARKED 'B')
1 - Single pole @ 5/- per pole (in arable) (MARKED 'A')
1 - 'H' pole @ 3/9d per pole (in grass land) (MARKED 'B')

Total Annual Compensation 16s. 3d
Payment from 1st September 1954.

THE FIRST SCHEDULE hereinbefore referred to

- (a) The placing of an overhead line consisting of ----- **three** conductors and earth wire across the land of the Owner coloured pink on the attached plan in the line indicated in red on the said plan and so that no part of such line shall be less than **seventeen** feet above the surface of the ground.
- (b) The erection of ----- **five** poles and any necessary stays and appliances for the purpose of supporting the above-mentioned line in the position indicated on the attached plan.

Such erection and placing to be subject to such deviation from the positions and line shown on the said plan as may be approved in writing by the Owner and the Occupier.

- (c) ----- ~~underground cables for transmitting electricity at a frequency of 50 cycles per second and at a pressure of ----- volts and ----- low voltage telephone and signalling cables such cables to be in the position indicated on the attached plan.~~
 ----- ~~length of underground cable route ----- yards.~~

THE SECOND SCHEDULE hereinbefore referred to

PART I—Rent

- | | |
|--|------------------|
| (a) As rental : | <i>per annum</i> |
| For each single pole, strut, or stay | 1/- |
| For each "A" or "H" pole | 1/6 |
| For any length of overhead electric line where no supports are erected on the said land | -/6 |
| For any electric line laid underground each 100 yards route length or part thereof | 1/- |
- (b) The said sums shall be paid on the **31st December** in each year the first payment being proportioned from the date of commencing the placing of the line.

PART II—Compensation

- | | | |
|--|--------------------|-----------------------------|
| (a) As compensation for interference with agriculture, in respect of : | <i>Erected on</i> | |
| | <i>Arable land</i> | <i>Cultivated grassland</i> |
| | <i>per annum</i> | <i>per annum</i> |
| Each single pole, strut, or stay | 5/- | 2/6 |
| Each "A" or "H" pole | 7/6 | 3/9 |
- (b) In any year in which the land is cultivated twice and more than one separate and distinct crop is taken off double compensation rates shall be paid.
- (c) When arable land is laid down to grass arable rates shall continue to be paid for the first two years but thereafter the land shall be treated as grassland until it is again ploughed.
- (d) The said sums shall be paid on the **31st December** in each year, the first payment being proportioned from the date of commencing the placing of the line.
- (e) The said compensation shall reimburse the Occupier in respect of the following matters arising out of the existence of the completed poles or stays in proper condition on the said land but not further or otherwise, namely :—
- (i) Loss of crops or of the power to cultivate or use the sites of the said poles or stays and the land immediately adjoining those sites.
 - (ii) Interference with the work of cultivation of the land whereon the said poles or stays are erected.
 - (iii) Labour required to keep the sites of the said poles and stays and the land immediately adjoining the same free from weeds and undergrowth.

In Witness whereof the Owner and the Occupier and **Robert Gildert**
for and on behalf of The North Western Electricity Board and authorised by them in that behalf have hereunto respectively
set their hands the day and year first above written.

Signed by the said

Charles Patrick Home McCall

in the presence of

M. Duckworth
County Hall,
Preston.
Clerk

C. P. H. McCall

Deputy Clerk
For and on behalf of (Owner)

Signed by the said

Edgar Burgess

in the presence of

S. H. Morton
N.W.E.B.
Market Street
Bolton
Workman's Assistant

E. Burgess

(Occupier)

Signed by the said

Robert Gildert

in the presence of

Vera Herlihy
Private Secretary,
40/41 Lune St, Preston.

R. Gildert

Secretary, No. 4 Sub-Area.

