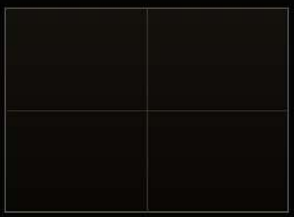
THE NIGHT SHIFT

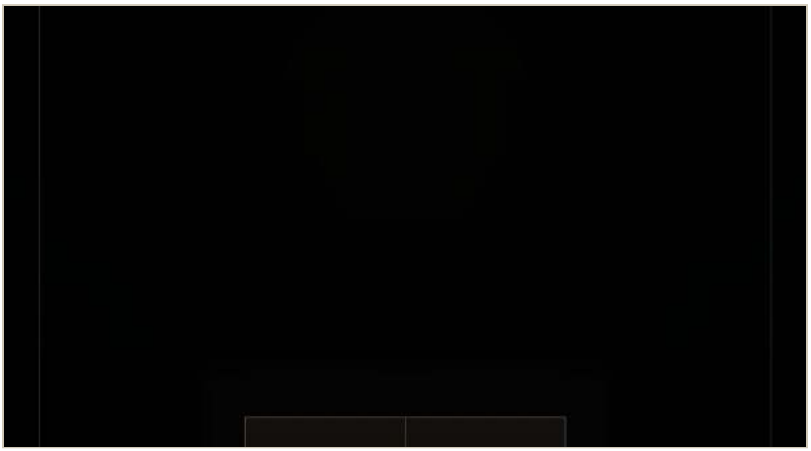
# SMALL PRINT

*A Novel in Six Documents*



TOBY MIKLE

INCOGNITA



SMALL PRINT

INCOPREA

# Small Print

*A Novel in Six Documents*

TOBY MIKLE

ONE

# Certified Copy Not Accepted



INCOPREA

Alan Clegg was fifty-seven and had been Alan Clegg all his life. His father left in the March of 1974, when Alan was six, and his mother went back to being Doris Redfern without putting anything in writing, because in 1974 nobody did. She died on the nineteenth of January. In the March he went to see the mason about the stone. The mason quoted £940, with the fixing and the lettering, and asked what name he wanted on it.

“Redfern,” he said.

“Have you got the paperwork for that?”

“I’ll see to the paperwork.”

He was a site supervisor for Kellaway & Sons, builders, Fenton. He had one account, at the Wrenfield Building Society, 41 Market Street, opened in the November of 1991 when he bought the van. Kellaway paid him on Thursdays. The water came out on the first of the month. There was a passbook and a card. He had not been in the branch for four years.

The deed poll pack was £19.99 from the stationer’s by the bridge. It had a template, a leaflet and instructions for the witness. Mr Bream at Hallworth & Bream in Castle Yard witnessed it on the second of April and charged £45, and £6 for the copy. The pack said to use blue biro, because black photocopied badly. Alan signed it at the kitchen table with his coat on the back of the chair.

He took it to the Wrenfield on the twelfth of April with his passport, his driving licence and a water bill. The girl on the counter was called Danielle. She read it twice and went into the back.

Ms Pettifer came out. She had been the manager for nine years. She took him to the desk by the window and turned a leaflet round. It was the Society’s own, Changing Your Name: A Guide for Customers, paragraph six. We recommend that you enrol your deed poll at the Royal Courts of Justice. An enrolled deed poll is a public record and is accepted by all major institutions.

“Is it enrolled?” she said.

“Is it what?”

“That’s what it means. You post it to them and they stamp it. It’s four or five weeks.”

“How much?”

“Forty-two pounds forty-four. There’s a postal order form if you haven’t got a chequebook.”

. . .

He posted it on the nineteenth of April, special delivery, £7.35, to the Enrolment Section, Room E15, Thomas More Building, Royal Courts of Justice, Strand, London WC2A 2LL, with a postal order for £42.44. The pack said to enclose a stamped addressed envelope. He enclosed two, one of them large.

The brown envelope came back on the fourth of June. Inside was a copy of the deed on heavier paper, with a red seal at the foot and a signature he could not read. The compliments slip said: The original deed is retained.

He rang the number on the slip. The man said that was correct. The original was kept in the Close Rolls. It could be inspected by appointment, Tuesdays and Thursdays, between ten and four.

“Can I have it back after?”

“No.”

“Ever?”

“It’s a record of the court,” the man said, and gave him the address for written enquiries.

. . .

He took the sealed copy to the Wrenfield on the seventh of June. Ms Pettifer read it twice, went into the back for eleven minutes and came out with a printout.

"I'm sorry," she said. "This is a copy."

"It's their copy. It's got the seal on it."

"Under 4.2 we need the original instrument. I've had head office on."

"What's 4.2?"

"Customer Identification Policy. Change of name." She turned the printout round. Section 4.2 said it in one sentence, then in four sub-paragraphs, the last of which was in bold.

"It shows the deed exists," she said. "It doesn't show you signed it."

"The court's got the original."

"I know."

"So it can't be done."

Ms Pettifer looked at the screen for a while. "I can put the refusal in writing," she said. "The complaints address is on the back of the leaflet."

. . .

He wrote to the court instead. The reply took nine days. It said that an enrolled deed was a record of the court, that originals were not released, that the deed could be inspected by appointment, and that a certified copy had been supplied. He

wrote again. The second reply was three lines and carried his reference, DPR/2024/1148.

Mr Bream did him a second deed poll in the August, same change, same wording, for £60 plus VAT, which was £72, and Alan signed it in wet ink in front of him, because Ms Pettifer had said wet ink, and wet ink turned out to be ordinary ink from an ordinary pen. He took it to the branch the same afternoon. Danielle looked at the date on it and went into the back.

Ms Pettifer came out and turned it over. “This hasn’t been enrolled,” she said.

“You said you needed the original.”

“We do. The original enrolled deed.”

“So if I enrol this one, you still can’t have it.”

Ms Pettifer looked at the screen. “I can’t vary 4.2,” she said. “It’s daft. It’s not mine.”

He enrolled the second one on the twenty-eighth of August, £42.44, postal order, special delivery, and the court kept that one as well.

. . .

He complained on the fourth of September. Customer Resolution, Wrenfield Building Society, PO Box 1147, Shrewsbury, reference CR/2281/4490. The final response came on the twenty-fourth of October, two pages, with a leaflet. It said the Society had considered the points raised and that its position was unchanged.

The Ombudsman wrote on the sixteenth of January. The case number was PNX-4412003. The adjudicator was a Ms Iqbal. She

found that the requirement was unusual, that the Society applied it to every customer, that she could not direct a firm to rewrite a policy that was not in itself unfair, and that the final response had been eleven days late. She recommended £75. The Society paid it on the twelfth of February.

The cheque came in the post made out to Mr A Clegg. He took it to the branch. Danielle said it had to be the account name. He signed the back of it in the old name and paid it in.

· · ·

He had opened an account at the Hanbury, across the square, in the September, with the sealed copy and the new passport, which the Passport Office had turned round in nine days. The county council changed the council tax. The water went over in the January. Kellaway changed the payroll in the February.

The Wrenfield account had £1,904.62 in it. He asked about closing it. The closure form had to be signed in the account name and be accompanied by photo identification in the account name. His passport said Redfern. Ms Pettifer said she was sorry, and that anything over a thousand pounds needed the same identification.

So he drew it out two hundred at a time.

On the twenty-seventh of February he signed the slip A. Clegg, and Danielle counted out two hundred pounds under the glass and said the weather was turning. He put the notes in his coat. The slip went in the drawer with the others, and underneath them the mason's receipt, made out to A. Redfern, £940, paid in the October by a cheque signed A. Clegg.

TWO

# Spelling As Recorded




INCOPREA

The register office counter at Ledgerside closed at four. Amardeep Kaur reached it at ten past, so the shutter was down, and the only thing still lit was a notice about certified copies. The corridor smelled of floor polish.

Her daughter's birth certificate said Simran Kuar. The hospital had typed it that first afternoon, and Amardeep had signed the ward form without reading the middle letters, because she

had been awake for thirty-one hours. The child was seven. The child could spell her own name. The child had found the certificate in the blue folder and asked why the paper said a different person.

She went back at half past eight. The clerk's nameplate said S. Oduya, and his badge said Trainee, which did not appear to embarrass him.

"Correction of a forename," he said, and took a laminated sheet from under the counter. "Statutory declaration, sworn before a commissioner for oaths. Then we register the correction and reissue."

"How much?"

"Your solicitor sets his own fee. We charge eleven pounds for the correction, twelve fifty for the copy. The new certificate carries the same number, with a note in the margin."

She wrote it on the back of a bus ticket. Nineteen fifty, plus the solicitor.

"Form COR-2," he said. "Take one."

The form was four pages, printed both sides in a typeface chosen for photocopying rather than reading. Section B asked for the entry as it stood. Section C asked for the entry as it should stand. Section D required a supporting statutory declaration, sworn before a person authorised to administer oaths in England and Wales, stating why the error had occurred.

Amardeep read that on the bus. Why the error had occurred. She remembered the ward at three in the morning: the midwife's pen running out, the registration officer with a laptop on a trol-

ley. The error had occurred because everyone was tired. That was not a legal category.

. . .

The solicitor was called Hassall and had an office above a dry cleaner on Pell Street. He read her draft and pushed his glasses up.

“You don’t need the tiredness,” he said. “State that the name in the register is not the name the child was given. The rest is background.”

“I’d like it accurate.”

“Accuracy is charged by the paragraph.” He smiled, not unkindly. “Forty pounds to swear it. I witness, you sign, I stamp.”

She had the declaration typed at a shop that also did passport photographs. The woman there moved a comma without being asked and charged four pounds fifty. Amardeep signed it in Hassall’s office on the eighteenth of September and repeated the words after him, and it was over in four minutes once the card had gone through.

She posted the declaration, the form and a postal order for nineteen pounds fifty on the twenty-second. The recorded delivery slip went into the blue folder.

. . .

The reply came on the ninth of October, one sheet, on paper thin enough to read from the reverse.

Dear Ms Kaur,

We are unable to proceed at this time. Our records show that the error originated with the notification of birth supplied by St Alban's Hospital, and the General Register Office requires the source record to be corrected before the register entry can be amended. Please ask the hospital's Patient Records Department for form NBU-7, Notification of Birth: Amendment. On receipt we will recommence. Your fee has been retained against the file.

Yours sincerely, S. Oduya Registration Officer

She read it in the porch with the shopping at her feet. St Alban's had merged with two other trusts in 2023, and its patient records department was in a building in Harlow that answered the telephone between ten and two.

She rang on the eleventh.

"Patient Records."

Amardeep explained. The voice said NBU-7, then said the amendment must be requested in writing with supporting evidence.

"What counts as evidence?"

"Photo identification, proof of address, and a letter confirming the correct spelling from a professional person who has known the family two years."

"How would the hospital know the spelling's wrong?"

"The hospital record isn't a legal record. It's a clinical record. We can only amend a clinical record with evidence."

"And the certificate is the legal record."

"The certificate is a certified copy of an entry. The entry is the legal record."

"The entry says the wrong name," Amardeep said.

“The entry says what the notification said. The notification came from us.”

She posted the NBU-7 on the fourteenth of October with a letter from Simran’s head teacher, a copy of the passport, a council tax bill and a bank statement. The library charged two pounds twenty for the photocopies. The head teacher had written on headed paper and charged nothing, and said she had never been asked to do this before.

. . .

The second letter came on the fourth of November, thicker, and enclosed a print of the hospital’s own record, taken off microfiche. In the box marked Forename were the letters S-I-M-R-A-N. In the box beside it, in a different hand, K-U-A-R.

“Ah,” said Amardeep, in the hallway.

The clinical record had always been right. It was the register office that had typed Kuar into the wrong field. The passport had gone through without trouble because the passport office had taken the spelling from the application form rather than from the certificate.

The hospital wrote that it could not amend the record, as nothing in the record required amendment. It thanked her for her enquiry and enclosed a leaflet about the Patients’ Charter.

. . .

She went to Ledgerside on the sixth of November and asked for Mr Oduya. He came out with a folder under his arm.

“You’ve had a result,” he said.

“The hospital says its record’s right.”

“Then it’s not a source-record error. It’s a transcription error at registration.” He found a different laminated sheet. “Form COR-4. No statutory declaration, because it’s our mistake and not yours. Eleven pounds, plus the copy fee.”

“So the statutory declaration was for nothing.”

“The declaration was for the application you made. You made it under COR-2. A COR-2 has to be supported by a statutory declaration. That’s the rule.” He said it gently. “I sent you the wrong form. It’s my first source-record referral. I’m still training.”

She paid twenty-three fifty on the debit card. He gave her a receipt printed on till roll.

· · ·

The new certificate arrived on the twenty-first of November in a stiff brown envelope marked do not bend. It looked exactly like the old one. In the right margin, in small capitals, was the note the General Register Office required: Corrected on the twenty-first of November 2026 by the Registrar. Forename and surname amended.

Simran had it out of the envelope before her mother could stop her. She read all of it, including the margin.

“What’s that bit?”

“Proof they changed it.”

“Does it say my name wrong first?”

“No. It just says amended.”

“Then how does anyone know?”

Amardeep looked at the certificate, and at the blue folder on the table with the bus ticket in it, 19.50 in biro.

“I don’t know,” she said.

Simran put the certificate back in the envelope and went to find the Sellotape. She had a poster on the water cycle to finish, and wanted it over her bed, and she had already written her name on the back in the top corner, in full, spelt the way she had always spelt it.

THREE

# Not an Accepted Instrument



INCOPREA

The certificate came on the thirteenth of March, in a board-backed envelope. It was one sheet of cream paper with a number in the corner. It was dated the eleventh of March. It said that the Gender Recognition Panel was satisfied, and that under section 9 of the Gender Recognition Act 2004 the person named was, for all purposes, Fiona Petrie.

She had applied in the August of 2028. The fee was five pounds and the receipt was still in the envelope. She read the certificate four times, then put it back in the envelope and put the envelope in the drawer of the sideboard.

Fiona was sixty-three. She worked four days a week on the tills at Thornbury Garden Centre, in Cranmoor, for £13.08 an hour, and she lived in a flat above the paint shop on Frobisher Road. Her driving licence had taken a fortnight. Her bank, the Cranmoor Building Society, had changed the name on her account the same afternoon, at the counter, with a copy of the certificate. HMRC had done it in nine days on the telephone, without asking for the certificate at all.

The pension was different. It was the Brackenhill Foods Pension Scheme. She had worked in the quality assurance lab at Brackenhill from 1986 to 2011, and the deferred pension was £3,208.44 a year, payable at sixty-seven. Kelbrook Pensions Administration, in Wolverhampton, administered it. On the nineteenth of March she wrote to Kelbrook, enclosed a certified copy of the certificate, and asked for the record to be amended.

. . .

Priya Raghunathan, Pensions Administrator (Records), replied on the second of April. She thanked Ms Petrie for her letter. She explained that a change of name on the member record was made on form PD7, Change of Member's Name and Title, and that PD7 had been withdrawn on the first of April 2028. She enclosed a copy of PD7 so that Ms Petrie could see what it had asked for, and the withdrawal notice, at Schedule 3, item 27.

The withdrawal notice was two pages. Forty-one forms had been consolidated into nine. The Scheme had saved £18,400 in the first year, mostly on postage and storage. The Trustees' annual report for 2028 called the consolidation a significant improvement in the member experience. PD7 had been completed by six members in the preceding twelve months. It had been withdrawn rather than amended because it carried a free-text box headed Reason for change of name, and the Scheme's data protection officer had advised that the box invited special category data.

The letter gave the address of the new member portal.

She registered on the sixth of April. The Member Reference was on her last statement. She entered it, and her surname, and her date of birth, and the portal accepted all three. There was a page headed Your Details. It showed her name as MR I PETRIE. Underneath, in grey, it said: Your details are maintained from your employer's payroll feed. It said: This field is read-only.

She took a screenshot and printed it at the library, ten pence a sheet. Then she rang the number at the bottom of the page.

. . .

The contact centre kept her for twenty-two minutes. The man who answered was called Dean Halloran and he was patient.

"There's another form," he said. "PD7X. Manual Amendment Request."

"Can you send it?"

"I can send it. It has to be countersigned by the participating employer."

“Brackenhill Foods.”

“That’s the one on the record.”

“Brackenhill Foods sold the bakery in 2013,” she said. “It became Trellis Bakers, and Trellis Bakers was dissolved.”

“Then it would have to be the last secretary or a director.”

She wrote to Companies House and got the names of the last two directors, both in their seventies, one in Spain. The one in Spain had died in 2026. His daughter wrote back to say so, and to say that her father had been a sales director, not a secretary. She wrote to the other one twice. She wrote to Ironbridge Records Management, Unit 14, Brierley Industrial Estate, which had been named as the archive of record in the dissolution papers. A records manager wrote back on the twenty-fourth of April. The personnel files from Brackenhill had been destroyed in November 2027 under the retention schedule, six years after dissolution. He was sorry. He enclosed a certificate of destruction, which was free.

· · ·

She went to the Citizens Advice in Cranmoor on the second of May. Mrs Oyelaran read the letters and typed a complaint, and the complaint asked for the matter to be dealt with under the Scheme’s Internal Dispute Resolution Procedure. The rules said the Trustees had to give a Stage 1 decision within two months.

The Stage 1 decision came on the second of July. It was four pages and it was careful. It was reference IDRP/29/114. It found that the record had been accurate when it was created in 1994. It found that the change of name was not in dispute. It found that

the name field was a system field in Cerulean 7, and that Cerulean Systems had quoted £1,450 plus VAT to rebuild a member record. It found that a rebuild could not be justified for one member out of 4,112. It noted that the Scheme was in the final stage of a buy-out with Meridian Life Assurance, and that the insurer's data requirements were fixed.

It offered to change the name to which letters were addressed. That field, it said, was not a system field.

She could appeal to Stage 2 within six months. She appealed on the ninth of July.

. . .

The Stage 2 decision was dated the twenty-eighth of September, two days before the buy-out completed. It upheld her complaint in part. It found that Kelbrook should have drawn her attention to PD7X in April rather than waiting for her telephone call, and that the correspondence field should have been changed without her having to ask. It did not direct that the name field be changed. It awarded her fifty pounds in recognition of the distress and inconvenience. It was signed by the Chair of the Trustees, Hugh Beresford, and by the Scheme Secretary.

The buy-out completed on the thirtieth of September.

The fifty pounds came as a cheque with the decision. The cheque was made payable to Mr I. Petrie.

She took it to the Cranmoor Building Society on the second of October. The woman at the counter looked at it, and then at the screen.

"The account's in the name Fiona Petrie," she said.

“That’s me.”

“I’d need identification in the name on the cheque.”

On the twelfth of November a letter came from Meridian Life Assurance in Bristol. It was addressed to Mr I. Petrie. It gave a policy number, ML-4471902, and asked her to quote it in all correspondence. It said there was nothing she needed to do.

Kelbrook’s annual statement arrived the same week. In the panel at the top it said Ms F. Petrie. Below that, in the box headed Member, it said MR I PETRIE. The statement asked her to check that her details were correct and to ring the number if they were not.

She put the cheque in the drawer with the certificate and the receipt for the five pounds.

FOUR

# Reflective Account Five



INCOPREA

The email arrived on the sixth of January with the subject line Your revalidation is due. It came from a shared mailbox, signed by the Trust Revalidation Lead, a title held that quarter by a practice educator called Sandra Nunn.

Rachel read it in the car park. Her revalidation date was the thirty-first of January 2027.

The requirements were set out in a table. Four hundred and fifty practice hours across the three years. Thirty-five hours of continuing professional development, at least twenty of them participatory. Five pieces of practice-related feedback. Five reflective accounts. A health and character declaration. A confirmer. Indemnity cover, which she had through the Royal College of Nursing at £32.40 a year by direct debit.

She had the hours. She had the feedback in a folder in her locker, along with a broken badge reel. She had most of the CPD. She had written four accounts. She needed five.

At home that evening she opened the diary for the second year.

. . .

The period ran from the first of February 2024. Rachel was a Band 5 on Ward 12B, acute medicine, top floor, windows that did not open. She worked the first year and most of the third.

Maternity leave began on the ninth of August 2024 and ended on the eighth of August 2025. She took the full year and then three weeks of annual leave, because the ward manager said it was use it or lose it. She had ten keeping-in-touch days and used six, all in the last two months: the new infusion pumps, a handover that overran by forty minutes, a fire drill in the rain.

The other ten months were in the diary as appointments. Health visitor, the fourteenth of October. Weigh-in clinic, the second of December. Her son's first tooth, the ninth of March, written in the margin in biro.

She sat at the kitchen table with the diary open and tried to remember a single shift from that year.

Nothing came. Not a blank with edges, the way a name goes. A flat nothing, like a page that had never been through the printer. She could remember the smell of the corridor outside the treatment room. She could not remember a patient.

She searched on her phone at eleven at night, sitting on the stairs. Memory loss after birth. Gareth came past with a bin bag and asked if she was all right.

"Fine," she said. "Paperwork."

. . .

The trust's guidance was twenty-four pages. It said the reflective accounts should relate to an event or experience in your practice, and show what you learned and what you did differently. The five could come from anywhere in the three-year period. It did not say the period had to be evenly covered.

Form RV2 had five sections. Date of event. What happened. What did you learn. What did you do differently. CPD reference, where applicable.

On the Thursday she asked Bev Hollis, who had done the folders for half the ward and had been there since before the merger.

"You were here," Bev said. "It's all on the drive. Safety and learning."

"I wasn't here."

"You're here in the paperwork," Bev said. "That's what they look at."

. . .

The shared drive had a folder called Safety and Learning, and inside it a folder for each year. 2024 held three files. 2025 held eleven.

She read the eleven. There were Datix reports, a huddle sheet for every Friday, an action log and a spreadsheet called Key Issues. In March 2025 a bank HCA had left the drug cupboard key in the lock at twenty past four in the morning. A locum had found it at ten to five and had filed the report himself at 05:12. Reference 2025/01188. The matter was closed on the twenty-eighth of April with the action: key to be carried on a retractable lanyard by the nurse in charge. There was an order number on the action log. There was no delivery date.

Her training record showed six mandatory modules between September 2024 and June 2025: information governance, level two; safeguarding, level three; moving and handling, theory; fire safety; equality and diversity; sepsis, basic awareness. The completion times were 03:12, 02:47, 04:03, 23:58, 01:26 and 03:41.

She remembered none of them. She could remember the laptop on the sofa and a cushion under her wrist, and that was all.

. . .

She wrote the first four accounts on the Sunday afternoon. They were easy, because they had happened. A man on a fluid restriction who was not on a fluid restriction. A prescription she

had caught. A shift where she had been in charge and had not known how to be in charge.

The fifth took two evenings.

Date of event: the ninth of March 2025. What happened: at approximately 04:20 I went into the treatment room to draw up the four o'clock medications and found the drug cupboard unlocked, the key in the door. There was no one else in the room. I removed the key, secured the cupboard and checked the register. Nothing was missing. I reported the matter the same morning and raised it at handover.

What did you learn: that a key left in a lock is a decision made by somebody who is tired. What did you do differently: I carry the key on my person at all times, and I have challenged colleagues who leave it in the door.

All of it was true except the parts that were her.

. . .

Diane Cusk, the matron, was her confirmer. She had a clinic room on Wednesdays and had done eleven that month.

She read the five accounts in about nine minutes. "These are strong," she said. "The last one especially. That's the March business?"

"Yes."

"We never got to the bottom of that." Diane signed, dated it the twenty-sixth of January and wrote her PIN in the box. "Can I borrow the fifth? For the bulletin."

The bulletin was called Learning from Reflection. It went to four hundred and sixty staff, monthly, as a PDF with a stock pho-

tograph of hands on the cover. Issue 14 carried account five at about two hundred words, attributed to a Band 5 nurse on Ward 12B.

Revalidation went in on the twenty-eighth of January at 21:44. The approval came on the fourth of February. Your revalidation has been approved. There was a green tick against each of the five sections and a line saying no further action was required until January 2030.

· · ·

The lanyards came on the twelfth of March, in a box of fifty, fourteen months after the order was raised and four weeks after the bulletin.

The sign came in April. A5, laminated, fixed at eye level beside the treatment room door: Is the key in the lock? There was a small graphic of a key in the corner, and one on each of the three cupboards.

On her next night shift, at four in the morning, Rachel clipped the key to her belt and the reel took it back with a small zip against her hip. The cupboard was locked. The ward was quiet. She drew up the medications and signed the register and pushed the trolley to the next bay.

She would not remember that shift either. The account was in the folder, and the folder was on the drive, and the drive was backed up every night at eleven.

FIVE

# For Completeness Only



INCOPREA

In September 2026 Bramfield Parish Council sent Wexbourne Borough Council a photograph of a hole. The hole was in the deck of the footbridge over the Chenies branch line at the end of Peachey's Lane, at the Wexbourne end, where a plate had rusted through. Through it you could see a girder, and below the girder the ballast.

The borough's structures engineer went out on the second of October. He photographed the hole from three angles, wrote a defect report on form DR/3, and looked the bridge up when he got back to the office.

In the asset management system, structure WX/47 had been coded, since a data migration in 2019, as THIRD PARTY — RAIL. That code kept it out of the inspection programme, the capital programme and the insurance schedule. It had been applied in 1996 and carried over without anyone reading the note beside it, which said the bridge was the railway's responsibility.

So the letter went out on the eleventh of March, on borough council paper, in four paragraphs, and Marion Pellow signed it. Her title was Group Manager, Highway Assets. She had held it for six years.

The bridge was iron, lattice-sided, one metre thirty wide between the parapets and fourteen metres from abutment to abutment. It carried public footpath 12, which ran from the Wexbourne ring road out to Bramfield and saved the walker a mile and three quarters of A-road.

The letter said the bridge belonged to the railway and gave the reason. Sheet 14 of the Larkfield Rail land plans, deposited with the council on the fourth of August 1994, showed the bridge inside the railway's boundary fence and coloured it the same grey as the sidings.

It asked for confirmation by the second of April.

The structures budget for 2027-28 was £740,000, spread across sixty-one structures. WX/47 was not among them. If it joined them it would take a fifth of the money.

The code had been applied in 1996, during a review of structures standing on or near railway land. The engineer who did the review retired in 2009. His working file survived as a PDF of a spreadsheet, with the columns flattened into a single line of text.

. . .

Gareth Lynes had been an estates surveyor with Larkfield Rail Infrastructure Ltd for eleven months. He read sheet 14 at his desk in Bedford for an hour before he found the note.

It was set in six-point type at the foot of the sheet, under the north arrow. Structures are shown for completeness only. Their inclusion does not imply ownership or maintenance liability.

He photographed it and sent it across. Katherine Dace in Legal Services replied in nine minutes. A disclaimer on a plan did not override the plan, she wrote. The plan showed the bridge. The plan had been deposited. The council was satisfied.

He paid seven pounds for a copy of the title plan. The bridge sat inside the registered extent, in the middle of a grey parcel, and the plan carried a note in the corner: this plan is conclusive as to the extent of the registered title. He got an opinion from counsel for £3,600. He got a quotation from a firm in Bristol: £74,000 and eighteen months to take the point to the Upper Tribunal.

He telephoned a man he had never met. Stan Hopper was eighty-four and had worked the permanent way from 1961 to 1996. The council built that bridge, Mr Hopper said. Nineteen thirty-two. Men on the dole. My father carted the girders up from the yard.

The minute book was at the county record office, accession 4471, box 12, uncatalogued. Gareth found the entry in an afternoon. The fourteenth of July 1932. Footbridge, Peachey's Lane. Resolved that the Council be responsible for its maintenance.

He sent a scan of the page to Katherine Dace.

A minute is not a conveyance, she wrote.

· · ·

Alan Fossett was director of property. He listened to Gareth for nine minutes and asked one question.

What does it cost to accept it?

An inspection, Gareth said.

Then inspect it.

They inspected on the nineteenth of June, in a ninety-minute possession, with two men from Kerridge Construction holding the ladders. The report ran to eleven pages. Condition: poor. Section loss at the deck plates over the stringers. Two parapet posts gone at the base. Parapets 1.02 metres against a standard of 1.10. Movement in the north abutment which the surveyor described as active.

The company's structures policy was called SPS-04 and ran to three clauses. Any structure over a line open to traffic assessed as poor was to be repaired, strengthened or removed within twelve months of the assessment.

Repair came to £386,000, with a new deck, new parapets and fourteen weekend closures. Removal came to £44,000 and one Sunday possession.

The asset risk score was marked out of a hundred. The footbridge scored seventy-one for the railway. It scored nothing for the footpath, because a footpath was not a railway asset and did not appear in the model.

. . .

The application was lodged on the eighth of September: an order stopping up public footpath 12 where it crossed the line, under section 118A of the Highways Act 1980. The grounds were safety. Mr Fossett signed the statement of case.

Bramfield Parish Council objected. Councillor Dennis Pargeter wrote two pages about the seven children who used the bridge to get to school, the surgery on the Wexbourne side, and the bus that stopped at the top of Peachey's Lane in one direction only. A Mrs Teale wrote separately about her mother, who was eighty-nine and walked to the post office.

The borough council did not object. It sent a letter of one page, drafted by Katherine Dace, restating the position it had held since March: no maintenance liability for structure WX/47, which had passed to Larkfield Rail Infrastructure Ltd by agreement on the twenty-eighth of July. It wished the applicant well.

Marion Pellow read the letter before it went out and changed one word.

There was no inquiry. The Secretary of State was satisfied, on the written representations, that the stopping up was expedient in the interests of safety, and the order was made on the twenty-second of January.

. . .

Tilbrook Plant brought the crane from Bedford on the eleventh of February. They lifted the deck out in two pieces and broke out the abutments with a hydraulic hammer. By four in the afternoon there was a gap in the embankment fourteen metres wide with a temporary fence across it.

The plate came off the parapet with a disc cutter. Cast iron, a foot long. WEXBOURNE U.D.C. 1932. It went into the skip with the ironwork, and the skips went to Bedford.

The definitive map was reissued in April. Footpath 12 appeared on it in two lengths, one ending at a fence post on the Wexbourne side and one beginning at a stile on the Bramfield side. Between the two lengths the map showed the railway, and nothing else.

Stan Hopper walked up to see it in May. The fingerpost at the top of the lane still said FOOTPATH, and the arrow still pointed at the gap in the hedge.

SIX

# Sheet 3 of 4



INCOPREA

The plan was drawn on the fourth of April 1984 by a surveyor called Eric Tunnicliffe. He was fifty-one. He worked at a trestle table in the colliery offices at Hollins, empty since the sixteenth of December. The windows were dirty. He drew in Indian ink on tracing paper, at a scale of one to two thousand five hundred.

Sheet 3 of 4 showed the surface of the ground above the workings. In the middle of OS parcel 2271, a field of four point one acres called Long Close, he drew two circles fourteen feet apart. He hatched them. He ruled leader lines to the margin and wrote No. 1 Shaft (downcast) and No. 2 Shaft (upcast). He wrote the depth, three hundred and twelve feet, and the seam. In the notes he wrote: Caps concrete, 0.6 m below surface. In the corner he wrote the grid reference, SK 7742 1187, his initials and the date.

He signed the sheet and deposited it with the area office at eleven o'clock on the eleventh of April. The deposit was entered in a ledger. The entry ran to one line.

. . .

Cranmore Homes (Midlands) Limited bought Long Close in June 2027. The field had been with the Finch family since 1948. Cranmore paid one million three hundred and sixty thousand pounds for it, and eleven thousand for the strip of hardstanding off Bakehouse Lane. The partner's file note said: Good field, well drained.

Outline planning permission for twenty-eight dwellings was granted by Wexcombe District Council on the ninth of October 2027, application WX/27/0412. Condition 14 required a mining risk assessment before any development began. The wording came from the council's standard template.

Cranmore instructed Barrow Geotechnical Limited of Lichfield. Barrow wrote to the Coal Authority and paid eighty-four pounds for a Mining Risk Report. The report ran to four

pages. Page three said: No recorded mine entries within the site boundary. Page four was a disclaimer.

Owen Rudd, the case officer, read page three and discharged condition 14 on the sixth of March 2028. The discharge fee was one hundred and forty-five pounds. He noted on the file: Condition met.

Long Close was outside the Authority's Development High Risk Area. The High Risk Area was drawn from the Authority's register of mine entries. The register had no entry at Long Close. The Authority was not a statutory consultee for the site. Nobody at the Authority saw the application, or the houses go up.

Kettlebridge Contractors built twenty-eight houses between April 2028 and May 2029, in three terraces and a cul-de-sac. The estate was called Long Close Meadow. A three-bedroom Ashbury was two hundred and eighty-nine thousand nine hundred and fifty pounds.

Mr and Mrs Prosser bought number 14, Sallow Row, on the fourteenth of November 2029. Their garden was eleven metres by nine. There was a shed at the bottom.

. . .

On the third of March 2030 Mr Prosser cut the grass for the first time that year. The mower dropped into a dip near the shed. He put a cane in it and marked the depth with his thumb. The dip was two metres across and four hundred millimetres at the middle. The grass in the bottom had gone yellow.

He rang the council on the Monday and was given a reference, BC/30/0417, and an appointment for the Wednesday.

Denise Hollis had been a building control surveyor for nineteen years. She came out on the sixth of March. She looked at the dip and the shed. She asked Mr Prosser whether anything had been buried there.

‘Only the wife’s roses,’ Mr Prosser said.

She took photographs and measured the dip. She went back to the Old Workhouse and pulled the file for Long Close Meadow. The Mining Risk Report was in it. Page three said what page three said.

She rang the Authority from her desk.

. . .

Priya Nandy had worked in the mining records office at Mansfield for six years. She took the call at twenty past two.

‘Long Close,’ Denise said. ‘Stanton Prior. Grid reference SK 7742 1187.’

Priya typed the reference into the register. The screen returned nothing within two hundred and fifty metres.

‘Nothing recorded,’ she said.

‘Nothing at all?’

‘Nothing within the buffer.’

Denise read out the wording of page three.

‘That’s the standard wording,’ Priya said.

She went home at half past four. On the bus she thought about the field name. The register held grid references, depths and dates. It did not hold field names.

The next morning she filled in a requisition, form MR-9, and took it to the strongroom. The plans were kept in a chest of shallow drawers. The drawers were heavy. She found the index card under H. Hollins Colliery. There were four sheets and a brown paper sleeve.

Sheet 3 of 4 came out of the drawer. She put it on the map table and switched on the light.

Long Close was in the middle. The two circles were there, hatched, with their leader lines. The grid reference was in the corner. The depth was written in the margin. The plan had not changed.

She put a scale rule on the sheet. The shafts were thirty-one metres from the Bakehouse Lane boundary and three point two metres from the rear elevation of the nearest house. She checked the site plan. The nearest house was number 14.

In the sleeve there was a compliments slip dated the fourteenth of February 2005. It said: Not on 1974 schedule. Do not add. It was signed KD.

Priya filled in form MR-14. Under SOURCE she wrote: ABP 4471/84, sheet 3. Under REMARKS she wrote: Two shafts. She took it to her manager.

'The report was right,' she said. 'There were no recorded entries.'

'And this?'

'It was in the chest. It has been there since 1984.'

Her manager read the compliments slip.

'The register was a copy of the schedule,' he said. 'It was never meant to be a copy of the plans.'

‘Do we amend it?’ Priya said.

‘Yes.’

. . .

The register was amended on the eleventh of March 2030. The site was brought inside the Development High Risk Area the same day. The Authority wrote to Wexcombe District Council. The letter said that a plan had been retrieved and the register corrected. It did not apologise. There was nothing in the register to apologise for.

The register had been compiled in 2005 from the National Coal Board’s surface hazards schedule of 1974. The schedule listed shafts with standing headgear, because those were the ones that fell on people. The Long Close shafts had been capped in 1968. Their headgear had been cut up and sold. They were not on the schedule.

Kettlebridge returned on the twenty-second of April. They drilled four boreholes in number 14’s garden and pumped sixty tonnes of grout into the workings. The work took nine days and cost forty-seven thousand two hundred pounds. The Prossers went to a hotel in Nuneaton. The council paid and recovered the money from Cranmore.

At the end of the works the contractor laid a concrete slab and fitted a cast-iron cover, six hundred millimetres, recessed, gas-tight, painted green. Mrs Prosser put a bracket on the fence above it for a hanging basket.

Priya printed the photograph of the cover and put it in the sleeve with sheet 3. The drawer held four sheets and a photo-

graph. It had held four sheets since 1984.

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*Small Print*

Toby Mikle

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