



## CHAPTER lxxxvii.

An Act for conferring further powers upon the London and North Western Railway Company in relation to their own undertaking and upon that Company in conjunction with the Great Western Railway Company in relation to their joint undertaking for enabling the Company to work certain of their railways by electrical power and for other purposes. A.D. 1907.

[26th July 1907.]

**W**HEREAS it is expedient that the London and North Western Railway Company (in this Act called "the Company") should be empowered to make the railways and widenings and alterations of railways hereinafter described and to execute the other works and to exercise the other powers in this Act hereinafter respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their undertaking the lands in this Act also mentioned:

And whereas it is expedient that the Company and the Great Western Railway Company (in this Act called "the Great Western Company") should be empowered to acquire the lands in this Act mentioned in that behalf:

And whereas plans and sections showing the respective lines and levels of the railways and widenings and alterations of railways and other works by this Act authorised to be constructed and plans of the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the several counties within which those

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A.D. 1907. works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the Company should be authorised to work certain of the railways by this Act authorised by electrical power :

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale or other disposal of lands acquired but which are not or eventually may not be required for the purposes of their undertaking :

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act and for the general purposes of their undertaking and to apply their funds to the purposes of this Act and that the Great Western Company should be empowered to apply their funds to the purposes of this Act in which they are interested :

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be altered amended extended and enlarged and that such further powers should be granted to the Company as are hereinafter mentioned :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 for all purposes as the London and North Western Railway Act 1907.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

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

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely) :—

The distribution of the capital of the Company into shares; A.D. 1907.

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company;

The making of dividends; and

The giving of notices:

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III.

(relating to debenture stock) of the Companies Clauses

Act 1863 as amended by subsequent Acts.

**3.** 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 the same respective meanings And— Interpreta-  
tion.

The expressions "the railways" or "the railway" "the widenings" or "the widening" and the "subway" mean respectively the new railways the widenings and alteration and the subway by this Act authorised;

The expression "the underground railways" means and includes Railways Nos. 1 and 2 and so much of Railway No. 3 by this Act authorised as lies between the commencement of that railway and a point thereon two miles one furlong nine chains and forty links from the commencement thereof as shown on the deposited plans; and

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the city of London.

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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 water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" 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 to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to  
Company to  
make rail-  
ways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the railways and widenings and alterations of railways and works hereinafter described with all proper stations sidings roads approaches buildings machinery works apparatus generating depôts electrical appliances subways works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connection therewith or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company.

The railways and widenings and alterations of railways and works hereinbefore referred to and authorised by this Act are—

A Railway No. 1 three furlongs and six chains in length to be wholly situate in the parish and metropolitan borough of Saint Pancras in the county of London commencing in or under the Euston Station of the Company at a point twenty yards or thereabouts north-west of the north-west side of Drummond Street and sixty-two yards or thereabouts north-east of the north-east side of Cardington Street and passing thence in a westerly and then in a northerly direction and terminating under the Company's London and Birmingham Railway at a point eighty-eight yards or thereabouts measured in a north-westerly direction along the said railway from the northern side of the bridge carrying Granby Street over the said railway :

A Railway No. 2 three furlongs six chains and twenty links in length to be wholly situate in the said parish and metropolitan borough of Saint Pancras commencing by a



junction with Railway No. 1 at its commencement as hereinbefore described passing thence in a north-easterly and then in a north-westerly direction and terminating at or near the termination of Railway No. 1 as hereinbefore described :

A subway for foot passengers wholly situate in the said parish and metropolitan borough of Saint Pancras commencing in or under the Euston Station of the Company at a point forty-two yards or thereabouts north-west of the north-west side of Drummond Street and fifty-three yards or thereabouts south-west of the south-west side of Seymour Street and terminating in the garden of Euston Square at a point ten yards or thereabouts south-west of the western lodge in the said garden :

A Railway No. 3 two miles four furlongs five chains and thirty-five links in length commencing in the said parish and metropolitan borough of Saint Pancras by junctions with Railways No. 1 and No. 2 at their terminations as hereinbefore described and terminating in the parish and metropolitan borough of Hampstead by a junction with the Company's London and Birmingham Railway :

A Widening and Alteration No. 1 one mile two furlongs three chains and twenty links in length of the Company's London and Birmingham Railway between a point in the parish and metropolitan borough of Hampstead two hundred and twenty-five yards or thereabouts north-east of the bridge carrying Abbey Road Kilburn over the said railway and a point in the parish and urban district of Willesden in the county of Middlesex five hundred and thirty-five yards or thereabouts south-west of the bridge carrying Salusbury Road over the said railway :

A Railway No. 4 four miles three furlongs seven chains and fifty links in length commencing in the said parish and urban district of Willesden by a junction with the Company's London and Birmingham Railway and terminating in the parish and urban district of Wembley in the county of Middlesex at a point on the south-western side of the said railway one hundred yards or thereabouts south-east of the bridge carrying the Harrow Road over the said railway at Sudbury and Wembley Station :

A Widening No. 2 seven miles six furlongs five chains and thirty links in length of the Company's London and

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Birmingham Railway between the termination of Railway No. 4 as hereinbefore described and a point in the parish of Watford Urban in the urban district of Watford in the county of Hertford at or near the southern end of the platforms at Bushey Station :

A Railway No. 5 six furlongs and one chain in length to be wholly situate in the said parish of Watford Urban in the urban district of Watford commencing by a junction with the Company's London and Birmingham Railway and terminating by a junction with the Company's Rickmansworth Branch Railway :

A Railway No. 6 three furlongs in length to be wholly situate in the said parish of Watford Urban in the urban district of Watford commencing by a junction with Railway No. 5 and terminating by a junction with the said Rickmansworth Branch Railway :

A Widening one mile five furlongs one chain and fifty links in length wholly in the parish of Watford Urban in the urban district of Watford in the county of Hertford of the Company's Rickmansworth Branch Railway between a point three hundred yards or thereabouts north-west of Asylum Road and a point nine hundred and twenty yards or thereabouts measured along that railway south-west of the Wighenhall Road level crossing on the said railway :

A Railway (to be called "the Croxley Green Branch") one mile two furlongs eight chains and eighty-five links in length commencing in the said parish of Watford Urban in the urban district of Watford by a junction with the Company's Rickmansworth Branch Railway and terminating in the parish of Rickmansworth Rural at a point twenty yards or thereabouts south of Rickmansworth Road and two hundred and twenty yards or thereabouts south-west of the bridge carrying that road over the Grand Junction Canal :

A Railway at Coventry three miles four furlongs three chains and eighty links in length to be wholly situate in the county of Warwick commencing in the parish of Saint Michael-without-Coventry in the rural district of Coventry by a junction with the Company's London and Birmingham Railway and terminating in the parish and county borough

of Coventry by a junction with the Company's Coventry and Nuneaton Railway: A.D. 1907.

A Railway (to be called "the Holywell Railway") one mile one furlong one chain and seventy links in length to be wholly situate in the county of Flint commencing in the parish of Holywell Rural in the county of Flint by a junction with the railway authorised by the London and North Western Railway Act 1906 and therein called the Holywell Curve at the termination of that railway and terminating in the parish of Holywell Urban in the urban district of Holywell at a point two hundred and twenty-five yards or thereabouts east of the junction of High Street Well Street and Cross Street Holywell and two hundred and fifteen yards or thereabouts north of the King's Head Hotel High Street Holywell.

6. The Company may demand and take for the use of the railways and widenings between London and Watford and the railway at Coventry and for the conveyance thereover of passengers and parcels by passenger train the tolls rates and charges authorised by the London and North Western Railway (Consolidation) Act 1846 and for the conveyance thereover of the merchandise (including perishable merchandise by passenger train) specified in the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 the Company may demand and take the rates and charges by that Act authorised in respect of the railways not therein specially mentioned. Tolls rates  
and charges.

The Company may demand and take for the use of the widening of the Rickmansworth Branch Railway and the Croxley Green Branch and for the conveyance thereover of passengers and parcels by passenger train the tolls rates and charges authorised by the Watford and Rickmansworth Railway Act 1860 and for the conveyance thereover of the merchandise (including perishable merchandise by passenger train) specified in the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 the Company may demand and take the rates and charges by that Act authorised in respect of the Railways not therein specially mentioned.

The Company may demand and take for the use of the Holywell Railway and for the conveyance thereover of passengers and parcels by passenger train the tolls rates and charges authorised by the Chester and Holyhead Railway Act 1844 and for

A.D. 1907, the conveyance thereover of the merchandise (including perishable merchandise by passenger train) specified in the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 the Company may demand and take the rates and charges by that Act authorised in respect of the Chester and Holyhead Railway;

Provided that the maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three-pence per mile:

For every passenger conveyed in a second-class carriage two-pence per mile:

For every passenger conveyed in a third-class carriage one penny per mile:

For every passenger conveyed on the railways for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Facilities for workmen.

7. Proper facilities shall be provided for the carriage of workmen to and from their work over the railways and widenings between Euston and Watford by this Act authorised at fares which shall not exceed the fares at present charged for workmen in respect of corresponding journeys over the Company's existing railway between Euston and Watford and the provisions of this section shall be in addition to and not in derogation of the provisions of the Cheap Trains Act 1883.

Passengers' luggage.

8. Every passenger travelling upon the railways may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof.

As to use of streets for underground railways.

9. Nothing in this Act shall authorise the Company for the purposes of constructing the underground railways (except for the purpose of making trial borings) to enter upon take or use the surface of any public street or road but subject to the provisions of this Act the Company may for the purposes of the

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underground railways appropriate and use without payment of compensation therefor the subsoil and under surface of any public street road footway or place shown on the deposited plans and described in the deposited books of reference or so much thereof as shall be necessary for the purposes aforesaid but nothing herein contained shall restrict the right of the Company to the use of streets or roads for purposes of ordinary traffic or of access to or in connection with any of their lands or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any street or road. A.D. 1907.

10. With respect to the underground railways the following provisions shall have effect (that is to say):— General provisions as to mode of construction of underground railways.

(1) Railways No. 1 and No. 2 shall be constructed in single line tunnels and the remainder of the underground railways shall be constructed in two tunnels for separate up and down traffic and the underground railways shall be approached by means of stairs and lifts or either of such means:

(2)—(A) The tunnels of which the said railways consist (including those for the stations) and the tunnel for the subway shall be constructed by means of steel or other sufficient metal shields driven forward or onward by hydraulic or other pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil at and for a reasonable distance behind the working faces All such tunnels shall be lined throughout with iron or other sufficient metal plates properly jointed throughout or with other suitable materials;

(B) Every shaft shall be constructed as a cylinder of iron and shall where necessary be sunk from the surface of the earth to a depth of at least eight feet below the surface of the London clay at each such shaft Every such shaft shall below the said depths be constructed in manner aforesaid or by underpinning Provided that the provisions of this subsection shall not apply to any temporary shaft to be constructed on land now belonging to the Company which can be constructed by other methods without danger to adjoining property;



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(c) The station tunnels shall not have an internal diameter exceeding thirty feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding thirteen feet six inches and the internal diameter of the shafts shall not exceed thirty feet and the internal diameter of the subway where in tunnel shall not exceed thirteen feet six inches. Provided always that where necessary or expedient for the purposes of junctions and cross-overs the railways may be constructed in a single tunnel having an internal diameter not exceeding thirty feet:

(3) Sufficient trial borings shall be kept ahead of the works in all tunnels and shafts in order to ascertain by frequent examinations the nature of the soil in advance of the working faces and the Company may in any street make such borings subject to such reasonable restrictions as to surface borings as the local authority having the maintenance of that street may impose:

(4) Any space between the lining of the tunnels (including stations) and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure:

(5) Should the nature of the soil extracted by means of the said trial borings be such as to show that it would be reasonably necessary or prudent to work at any working face under compressed air then the Company shall immediately stop all further excavating work and the further driving of the tunnel at such working face until they have provided air-compressing machinery sufficient to provide a proper quantity of air at such pressure as will prevent the advent or inflow of any gravel water or soil and the work at such working face shall be carried on under compressed air until such precautions may be reasonably and prudently dispensed with:

(6) Except in the case of unforeseen accident or for the purpose of removing rain-water or other trifling amounts of water no use shall be made of pumping or other modes of removing water from the work.

**11.** Before constructing the underground railways the Company shall submit for the approval of the Board of Trade plans sections and other details of their proposals in reference thereto with respect to (A) permanent way tunnels platforms stairs lifts and other communications (B) rolling stock (C) lighting and (D) ventilation and the underground railways rolling stock and other works shall be constructed only in accordance with the plans sections and other details as approved by the Board of Trade.

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Plans &c. of underground railways to be approved by Board of Trade before works commenced.

**12.—(1)** In addition to the provisions of the Acts incorporated herewith with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the owner lessee and occupier of any land house or building which shall be injuriously affected by reason of the working of the underground railways (including the working of lifts and any other works in connection with the said railways) notwithstanding that no part of the property of such owner lessee or occupier is taken by the Company. Provided that all claims for compensation under this section shall be made within two years from the date of the opening of the underground railways for public traffic and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Board of Trade shall have the power of the court or a judge under section 5 of the said Act.

Compensation for damage by working of underground railways.

(2) An arbitrator under this section may with the consent of all parties concerned hear together any class or group of claims under this section.

**13.** In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

Inclination of roads.

No. on deposited Plans.	Urban District.	Description of Road.	Intended Inclination.
<b>WIDENING OF RICKMANSWORTH BRANCH RAILWAY.</b>			
66	Watford - - -	Public - - -	1 in 16
<b>RAILWAY No. 5.</b>			
381	Watford - - -	Public - - -	1 in 16

**14.** The Company may make the arch of the bridge for carrying the Widening No. 2 over the public road numbered on

Height and span of bridge.

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A.D. 1907. the deposited plans 84 in the urban district of Wealdstone of any height and span not less than fourteen feet and seventeen feet ten inches respectively.

Width of roadway over bridge.

**15.** The Company may make the roadway over the bridge by which the public road numbered on the deposited plans 4 in the parish of Watford Rural will be carried over the Widening No. 2 of such width between the fences thereof as the Company think fit not being less than fourteen feet ten inches.

Power to divert roads and footpaths as shown on deposited plans.

**16.** The Company may divert the roads and footpaths referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road or footpath so much of each 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 or District.	No. of Road or Footpath on deposited Plans.
<b>ROADS.</b>		
Widening No. 2 - - - - -	Parish of Pinner - - - - -	6
Railway No. 5 - - - - -	Urban district of Watford	363
Widening of Rickmansworth Branch Railway.	Urban district of Watford	66
Widening of Rickmansworth Branch Railway.	Urban district of Watford	363
<b>FOOTPATHS.</b>		
Railway No. 4 - - - - -	Urban district of Willesden	411
	Urban-district of Greenford	1
	Urban district of Wembley	1A
Widening No. 2 - - - - -	Parish of Watford Rural -	2 5 and 6
Railway No. 5 - - - - -	Urban district of Watford	84
Widening of Rickmansworth Branch Railway.	Urban district of Watford	348
Widening of Rickmansworth Branch Railway.	Urban district of Watford	350
Railway at Coventry - - - - -	City and county borough of Coventry.	9 and 10
Railway at Coventry - - - - -	Parish of Foleshill - - -	19 20 and 22

Power to stop up roads and footpath.

**17.** Subject to the provisions of this Act the Company may stop up so much of the roads in the urban district of Willesden known as Albert Gardens and Claremont Road respectively as is shown on the deposited plans of the Widening and Alteration No. 1 as intended to be stopped up and so much of the roads in the urban district of Wembley known as Turton Road and

Elsbeth Road respectively as is within the limits of deviation of Widening No. 2 and so much of the road numbered on the deposited plans of Railway No. 5 and the widening of the Rickmansworth Branch Railway 160 in the urban district of Watford as lies between Elfrida Road and Wiggshall Road and so much of the footpath in the parish of Saint Michael-without-Coventry as is shown on the deposited plans of the railway at Coventry as intended to be stopped up and thereupon all rights of way over the said portions of roads and footpath respectively shall be extinguished but such portions shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the sites of the portions of roads and footpath so stopped up :

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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.

**18.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway by this Act authorised 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.

Company not liable to repair surface of road level of which is not permanently altered.

**19.** Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions shall have effect with respect to the powers conferred upon the Company by this Act in relation to the railway at Coventry (that is to say) :—

Provision as to certain common lands.

- (A) Subject to the provisions of this section the Company may acquire so much and no more of the common lands known as Gosford Green and Stoke Heath respectively in the parish and county borough of Coventry as are delineated and coloured pink on the plans marked "A"

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and "B" signed in duplicate by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and having an area as to Gosford Green of two acres one rood and twenty-six and a half perches and as to Stoke Heath of three acres two roods and twenty perches. One copy of the said plan has been deposited in the Private Bill Office of the House of Commons and another copy in the Parliament Office of the House of Lords:

(B) Before entering upon any portion of the said common lands and in lieu of paying compensation therefor the Company shall add to Gosford Green such part or parts of the lands adjoining thereto delineated and coloured hatched red on the said plan marked "A" and having an area of two acres one rood and twenty-six and a half perches as the mayor aldermen and citizens of Coventry acting by the council may approve and shall add to Stoke Heath such part of the lands adjoining thereto delineated and coloured hatched red on the said plan marked "B" and having an area of three acres two roods and twenty perches as the conservators of Stoke Heath and the said mayor aldermen and citizens may approve and such lands shall be thrown into and form part of the said common lands respectively and shall be subject to the common and other rights now enjoyed over or in respect of the said portion of common lands coloured pink and as to Stoke Heath shall also be subject to the Common Regulations (Stoke) Provisional Order Confirmation Act 1886 in all respects as if such added lands had at the time of the passing of the said Act formed part of Stoke Heath:

(c) For the purpose of providing the lands to be added to the said common lands under this section the Company may subject to the provisions of this Act enter upon take and use any of the lands delineated on the deposited plans and described in the deposited books of reference.

Power to deviate laterally.

**20.** In the execution of the works by this Act authorised the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation



shown thereon. Provided always that nothing in this section contained shall authorise the Company to deviate from the said lines so that any part of the underground railways shall extend under the front wall (above the street level) of any house or building abutting upon any street under or along which the said railways are constructed unless such house or building shall have been purchased by the Company or the consent in writing of the owners lessees and occupiers thereof shall have been first obtained but this proviso shall not apply in any case where the Company shall acquire an easement or right of using the subsoil.

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**21.** In the construction of the underground railways and the subway the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient. Provided always that the said railways shall not be constructed within twenty-five feet of the surface of any street or road and the subway shall be constructed so that the floor thereof shall not be within twenty feet of the surface of any street or road.

Power to deviate vertically.

The provisions contained in this section shall not extend or apply to any part of the railways or widenings other than the underground railways or affect the powers of the Company to deviate from the levels shown on the deposited sections of the railways or widenings other than the underground railways in accordance with the provisions of the Railways Clauses Consolidation Act 1845.

**22.** Nothing in this Act shall authorise the Company to enter upon take or use (except by agreement) any cellar or vault in or under any street belonging to or connected with any building unless such cellar or vault or the building with which it is connected is described in the deposited books of reference.

Provision as to cellars under streets not referenced.

**23.** And whereas in order to avoid in the execution and maintenance of any works of the underground railways injury to the houses and buildings within one hundred feet of the said railways it may be necessary to underpin or otherwise strengthen the same. Therefore the Company 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) :—

Underpinning of houses near underground railways.

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by

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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 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 Board of Trade :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such 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 inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (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 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 and in the mode prescribed by the referee 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: A.D. 1907.

- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment 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 enactment 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.

**24.** If the railways (other than Railways Nos. 1 2 3 and 4) be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of railways.

**25.** If the Company fail within the period limited by this Act to complete the said railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for the public conveyance of passengers or in the case of the railway at Coventry for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railway or railways and 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 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 Penalty imposed unless railways opened within time limited.

A.D. 1907. 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 Board of Trade that the Company were prevented from completing or opening the uncompleted railway or 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.

Application  
of penalty.

**26.** 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 or railways 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 upon the Company by this Act for the purposes of such railway or railways 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. 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 Company is insolvent or the railway or railways 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 the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

For pro-  
tection of  
Metropolitan  
Water Board.

**27.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Company have effect (that is to say):—

(1) The Company shall not except as hereinafter mentioned enter upon take or use the bridge over the River Brent

belonging to the board situate near to the point marked 3 miles 2 furlongs on the centre line of Railway No. 4 by this Act authorised as shown on the deposited plans or any part of such bridge and in constructing the diversion of the said river nearest to the eastern side of the said bridge the Company shall not alter or interfere with the said bridge or the abutments thereof or alter expose or otherwise interfere with the forty-two inch main of the board laid under the bed of the said river near to the said bridge or the concrete surrounding such main or part thereof Provided always that if the Company shall find it necessary or expedient in the execution of the works by this Act authorised to remove the said bridge they shall provide a substituted one equal in all respects to the bridge hereinbefore mentioned and to the reasonable satisfaction of the board :

- (2) The Company shall execute all such works for the protection of the said bridge abutments and main as may be reasonably required by the board in consequence of the diversion of the said river hereinbefore referred to :
- (3) If it shall be necessary in the execution of the works by this Act authorised to interfere with or alter any mains pipes or apparatus belonging to the board or to support the same or to substitute temporarily or otherwise other mains pipes or apparatus or to lay or place under any such main pipe or apparatus cement concrete or other like substance such alterations or other operations shall be carried out by the board and the reasonable cost incurred by them in so doing shall be repaid to them by the Company :
- (4) If any interruption in the supply of water by the board shall without the written authority of the board be in any way occasioned either by the execution of the works by this Act authorised or of any protective works or by the acts or defaults of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in connection with such works the Company shall notwithstanding any other provision in this section



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pay to the board all loss costs damages and expenses which the board may sustain or incur by reason of such interruption :

- (5) The expense of all works whether of construction maintenance or repair of any apparatus of the board which may at any time hereafter be rendered necessary either by the execution of the works by this Act authorised or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in connection with the said works or by reason of any subsidence resulting from the construction of such works and the expense of the maintenance and repair of the protective works hereinbefore provided for shall be borne and paid by the Company :
- (6) In constructing within the limits of supply of the board any new bridge for carrying any public roadway over the railways or works by this Act authorised or any of them the Company shall at their own expense provide and thereafter maintain in such bridge accommodation for two mains having each an internal diameter of not less than twelve inches In reconstructing or extending for the purposes of or in connection with the said railways and works by this Act authorised or any of them any existing bridge within the limits of supply of the board over the railways of the Company the Company shall at the like expense provide and maintain the like accommodation throughout the whole length of the reconstructed or extended portion of such bridge The accommodation to be provided under this subsection shall be situate beneath the footpath or footpaths (if any) of each such bridge as aforesaid :
- (7) In constructing Railway No. 4 under Station Road Willesden the Company shall at their own expense provide and thereafter maintain in or alongside the bridge carrying the said road over the said railway accommodation for one main having an internal diameter of not less than thirty inches :
- (8) If and when the Company shall be about to construct the said Railway No. 4 it shall be lawful for them by

notice in writing to require the board to construct a walled passage or culvert not exceeding two hundred and ten feet in length round the aqueduct or line or lines of pipes of the board constructed under the powers of the New River Company's Act 1897 where the same will be situate under the said railway:

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- (9) The board shall at their own expense with all reasonable dispatch after the receipt of such notice construct and complete such walled passage or culvert accordingly of such materials dimensions quality and thickness as the principal engineer of the Company shall in writing reasonably approve and so as to admit of the said aqueduct or line or lines of pipes and any other aqueducts or lines of pipes which the board may lay under the said railway under the powers of the said New River Company's Act 1897 being contained therein and of access being obtained thereto for the purpose of repairing and renewing the said aqueducts or line or lines of pipes without interfering with or disturbing the said railway and the board shall at all times maintain the said walled passage or culvert in substantial repair and good order and condition to the reasonable satisfaction of the said principal engineer:

Provided that if and whenever the board fail so to maintain the said walled passage or culvert the Company may make and do all such works and things as may be reasonably requisite in that behalf and the board shall on demand repay to the Company the reasonable amount of the expenditure of the Company in so doing:

- (10) It shall be lawful for the Company at any time after the passing of this Act by notice in writing to require the board to construct a like walled passage or culvert round any other portion of the said aqueduct or line or lines of pipes under the lands of the Company and the board shall with all reasonable dispatch construct such further walled passage or culvert in accordance with the reasonable requirements and to the reasonable satisfaction of the said principal engineer The Company shall on demand repay to the board the cost incurred by the board in such construction The

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provisions of this section with respect to the maintenance of the walled passage or culvert referred to in the foregoing subsections hereof shall extend and apply to the walled passage or culvert referred to in this subsection except that the Company shall bear and on demand repay to the board the cost from time to time incurred by the board in maintaining such last-mentioned walled passage or culvert:

(11) The board shall (subject as hereinafter provided) be entitled to exercise and enjoy in perpetuity over or in respect of the strip of land coloured brown on the plan signed by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (which plan is in this section referred to as "the signed plan") one copy whereof has been deposited in the Private Bill Office of the House of Commons and another copy has been deposited in the Parliament Office of the House of Lords extending from the point "B" to the point "C" marked thereon the like easements or rights as were granted by the Company to the New River Company over or in respect of the said strip of land by deed dated the twenty-seventh day of March one thousand nine hundred and two and made between the Company of the one part and the said New River Company of the other part and now vested in the board and the board shall so long as they shall continue to exercise and enjoy the said easements or rights pay to the Company the rent reserved by the said deed. Provided that if the Company so desire it shall be lawful for them upon giving to the board not less than six months' previous notice in writing at any time to determine the said easement or right and thereupon the rent reserved by the said deed of grant of the twenty-seventh day of March one thousand nine hundred and two shall cease to be payable by the board and the said deed of grant shall be deemed to be cancelled and annulled:

(12) If the said easement or right shall be so determined as aforesaid the Company shall as from the date of such determination grant to the board in perpetuity free of all cost to the board the like easements or rights over

or in respect of a road to be constructed and main-  
tained by the Company of a width throughout of not  
less than twenty feet between the Harrow Road and  
the said point "B" marked on the signed plan or (at  
the option of the Company) over or in respect of any  
other strip of land of not less width throughout than  
twenty feet which the Company may select so that the  
means of passage available to the board by means  
thereof between the said point "B" and the said  
Harrow Road or between the said points "B" and  
"C" (as the case may be) shall be not less convenient  
than the means of passage between the said points  
respectively which would have been available to the  
board by exercising and enjoying the easement or  
right of passing along the said strip of land coloured  
brown or along the said road to be constructed by  
the Company (as the case may be):

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- (13) Any such substituted easement or right as aforesaid shall be assured to the board and their successors and assigns by deed to be prepared and completed at the cost (including the cost of deducing and verifying the title of the Company) of the Company and the terms conditions and covenants to be contained in such deed shall in case of difference between the board and the Company be settled by a conveyancing counsel to be agreed upon by them or failing such agreement to be nominated on the application of either party by the President of the Incorporated Law Society:
- (14) Subsection (2) and (except as regards the walled passage or culvert already constructed at the passing of this Act) subsection (3) of section 13 of the said New River Company's Act 1897 and any other provisions of the said section which would be inconsistent with or rendered unnecessary by the provisions of this section are hereby repealed:
- (15) If any difference shall arise with respect to any matter under this section between the Company and the board or as to anything to be done or not to be done under the foregoing provisions of this section the matter in difference shall except where otherwise expressly provided be referred to and settled by an arbitrator to

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be agreed on between the Company and the board or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other :

- (16) Except as by this section expressly provided nothing in this section shall be deemed in any way to vary alter or prejudice the provisions contained in section 13 of the New River Company's Act 1897 or any agreements made between the board or their predecessors and the Company.

For protec-  
tion of Colne  
Valley Water  
Company.

**28.** For the protection of the Colne Valley Water Company (in this section referred to as "the water company") the following provisions shall (unless otherwise agreed) apply and have effect:—

- (1) The Company shall not in constructing the railways by this Act authorised raise sink or otherwise alter the position of any of the mains or water pipes belonging to the water company unless notice of the proposed works of the Company affecting such mains and pipes shall not less than three days previously to the commencement of such works by the Company have been given to the engineer of the water company in writing and the work shall be done to the reasonable satisfaction of the engineer of the water company or in case of disagreement between such engineer and the Company as shall be determined by arbitration :
- (2) If in the construction of the said works it shall be necessary to lower the level of any road so that there is less than three feet cover over any water main or pipe belonging to the water company the Company shall if required by the water company lay new mains or pipes at such a level as will give a covering over the said mains or pipes of three feet or such less covering as may be agreed between the engineers of the Company and the water company and connect each end of the said new mains or pipes with the water company's existing mains or pipes so as to interfere as little as possible with the supply of water through the existing mains or pipes :
- (3) If in constructing the railway the Company divert or alter any main or pipe of the water company laid in any road which shall be carried over the railway by



a bridge the Company shall unless the diverted main or pipe is covered to the extent of three feet cover the same with non-conducting composition at least three inches in thickness : A.D. 1907.

- (4) Any dispute or difference which may arise between the water company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall (unless otherwise provided) be settled by arbitration by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the water company and the Company or either of them.

**29.** The provisions of section 43 (For protection of the Gas Light and Coke Company) of the London and North Western Railway Act 1902 shall extend and apply for the benefit and protection of the Gas Light and Coke Company in reference to the works by this Act authorised and the execution thereof in all respects as if the said section had been in terms re-enacted in this Act. For protection of Gas Light and Coke Company.

**30.** For the protection of the Watford Gas and Coke Company (in this section called the "gas company") the following provisions shall unless otherwise agreed apply and have effect :— For protection of Watford Gas and Coke Company.

- (1) If it shall be necessary in the execution of the works by this Act authorised to alter any of the mains pipes or apparatus of the gas company or to support the same or to substitute temporarily or otherwise other mains pipes or apparatus or to lay or place under any mains pipes or apparatus cement concrete or other like substance such alterations or other operations shall be carried out under the direction and to the reasonable satisfaction of the gas company at the expense of the Company :

- (2) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the execution by the Company of any works for the protection of the mains pipes or apparatus of the gas company and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company :

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- (3) If any difference shall arise with respect to any matter under the foregoing provisions of this section between the Company and the gas company or their respective engineers the matter in difference shall be referred to and settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-  
tion of Metro-  
politan Elec-  
tric Supply  
Company  
Limited.

**31.** For the protection of the Metropolitan Electric Supply Company Limited (in this section called "the Metropolitan Company") the following provisions shall have effect unless otherwise agreed upon in writing between the Company and the Metropolitan Company (that is to say):—

- (1) The Company shall not without the previous consent of the Metropolitan Company which consent shall not be unreasonably withheld in constructing Railway No. 4 by this Act authorised alter the position of the mains of the Metropolitan Company situate respectively in Harrow Road and Acton Lane :
- (2) The Company shall not interrupt or interfere with the supply of energy through or by means of the said mains and shall if required by the Metropolitan Company execute such works for protecting the said mains during the construction of the works and for thereafter supporting the said mains as the Metropolitan Company may reasonably require :
- (3) The Company shall make compensation to the Metropolitan Company for any loss or damage occasioned to the Metropolitan Company by reason or in consequence of the construction maintenance or failure of any works of the Company and shall repay to the Metropolitan Company the costs and expenses to which that company may be put by reason or in consequence of the works or operations of the Company :
- (4) If any difference shall arise between the Company and the Metropolitan Company under this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

**32.** The following provisions for the protection of the Metropolitan Railway Company and the Great Central Railway Company (each of whom is in this section called "the protected company") shall unless otherwise agreed apply and have effect:—

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For protection of Metropolitan and Great Central Railway Companies.

(1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not without the consent in writing of the protected company under their common seal purchase take enter upon use or interfere with either permanently or temporarily any part of the lands railways bridges works or other property of the protected company except that firstly the Company may raise the level of the ground situate under and adjoining the bridge which carries the Great Central Railway over the existing railway of the Company and numbered 58 on the deposited plans in the urban district of Wembley and secondly may excavate the soil under and adjoining the bridges which carry the Metropolitan and Great Central Railways over the said existing railway and numbered 101 on the deposited plans in the urban district of Wembley down to a depth not exceeding two feet six inches below the level of the rails of the existing railway of the Company to make the formation of the widened lines:

(2) The Company shall twenty-eight days before they commence the construction of such part or parts of the Railway No. 3 by this Act authorised as shall or may pass under the respective railways of the protected company or under any works connected with such railways and for a distance of two hundred lineal feet from and on each side thereof furnish to the protected company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railways or other works and for a distance of two hundred lineal feet from and on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the protected company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by an arbitrator to be appointed on the application of the Company or of the

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protected company as hereinafter provided and such works shall be carried into effect only in accordance with such agreement or determination and under the superintendence and to the reasonable satisfaction of the engineer of the protected company (in this section called "the engineer") and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with with reasonable despatch :

(3) The engineer shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the railways of the protected company and the abutments works and buildings connected therewith so to do to require the whole or any part of the said Railway No. 3 under or within one hundred lineal feet from and on each side of the railways of the protected company to be constructed under compressed air and the Company shall upon being required by the engineer stop the construction of so much of the said Railway No. 3 as shall be situated under the railways of the protected company or within one hundred lineal feet on either side thereof pending the decision of an arbitrator to be appointed as hereinafter mentioned Provided always that such requirement shall only be made if the said Railway No. 3 shall within the distance aforesaid have to be constructed through water-bearing strata :

(4) If the Company in constructing the Widening No. 2 by this Act authorised where the same will be under the bridges numbered 101 on the deposited plans in the urban district of Wembley lay the rails of the said widening at a lower level than that of the rails of the existing railway or in connection therewith do any other act or thing which may weaken the structure or affect the foundations of the bridges or works of the protected company they shall if required by the engineer securely underpin to his reasonable satisfaction at the expense in all things of the Company so much of the foundations of such bridges or works as may in his opinion be necessary and execute such other protective works as the engineer shall deem necessary for insuring the safety of the said bridges

and works as aforesaid and if any difference shall arise between the Company and the engineer as to the necessity for such underpinning or other protective work the same shall be determined by an arbitrator to be appointed as hereinafter provided: A.D. 1907.

(5) The Company shall at all times maintain the works by which the railways and other works by this Act authorised shall be carried under or near to the railways or other property of the protected company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the protected company may make and do in and upon as well the lands or property of the Company as their own lands all such works and things as may be necessary in consequence of such failure and the sum from time to time certified by the engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them on demand by the Company. Provided always that in the event of any dispute between the Company and the protected company as to the necessity for any such work or the amount so certified such dispute shall be settled by arbitration as hereinafter provided. The engineer and his duly authorised assistants shall at all reasonable times during construction have free access to the said Railway No. 3 by this Act authorised at any place or places where it passes under or near the railways of the protected company and for a distance of two hundred lineal feet on each side thereof and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect shall except in cases of difference immediately or as soon as practicable be complied with by the Company:

(6) If during the construction or by the execution or user of the railways widenings and other works by this Act authorised the railways or other property of the protected company shall be injured or damaged such injury or damage shall (unless the same shall arise by reason of weakness or defect in the works of the protected company) forthwith be made good by the Company at their own expense or in the event of



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their failing so to do the protected company may make good the same and recover the costs thereof against the Company and in the event of any dispute arising under this subsection the same shall be settled by arbitration as hereinafter provided :

- (7) The Company shall not in constructing or maintaining and working or using the railways widenings and works by this Act authorised so far as the same affect the railways of the protected company in any manner obstruct hinder or interfere with the free and uninterrupted and safe user of the railways of the protected company and any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of such railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the protected company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such obstruction hindrance or interference :
- (8) The Company shall before commencing the construction or the structural alteration renewal or repair of the railways widenings and other works by this Act authorised under and adjacent to the railways and other property of the protected company give seven days' previous notice in writing to the engineer of the intended works and during the execution thereof shall bear and on demand pay to the protected company the reasonable costs charges and expenses of a sufficient number of inspectors or watchmen to be appointed by them for watching the railways and other property of the protected company with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the protected company all costs losses damages and expenses which may be occasioned to them or to any

of the railways works lands or property belonging to or vested in them or to any person or persons using the same or otherwise by reason of the construction maintenance failure working or user of the Railway No. 3 by this Act authorised or of any acts or omission or default of the Company or of any of the persons in the employ of themselves or of their contractors or others and the Company shall effectually indemnify and hold harmless the protected company from all claims and demands upon or against them by reason of such construction maintenance failure working or user as aforesaid and of any such omission or default:

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- (10) The fact that any work or thing has been done or executed in accordance with any plan approved or not objected to by the protected company or with any requirement of the protected company or under the superintendence of the engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the railways or other property of the protected company or affect any claim by them for injury caused to their respective railways or the traffic thereon or demands of any other company person or persons using the same:
- (11) Any additional expense which the protected company may incur in reconstructing repairing or maintaining their railways or any works connected therewith by reason of the existence of the Railway No. 3 by this Act authorised shall be paid by the Company:
- (12) Any question by this section referred to arbitration and any difference which may arise between the Company and the protected company as to the reasonableness of any requirement of the protected company or of the engineer or otherwise under the provisions of this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

**33.** The following provisions for the protection of the Midland Railway Company (in this section referred to as For protection of Mid-

[Ch. lxxxvii.] *London and North Western Railway* [7 EDW. 7.]  
*Act, 1907.*

A.D. 1907. "the Midland Company") shall unless otherwise agreed apply  
land Railway and have effect:—  
Company.

- (1) The bridge carrying the Midland Company's Acton Branch over Railway No. 4 shall be constructed of such a width as is required for carrying the said Acton branch at the point of crossing and so that no part of the flooring or arch shall be at a higher level than two feet below the upper surface of the rails of the said Acton Branch. Provided that if at any time hereafter the Midland Company shall widen the said Acton Branch for two extra lines of railway the Company shall on being so required by the Midland Company at their sole expense widen the said bridge so as to give a width of not less than fifty-six feet at the formation level of the said Acton Branch:
- (2) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the said Acton Branch shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section. Provided that if for one month after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:
- (3) If within fourteen days after the receipt of any such plans and drawings the Midland Company give to the Company notice that they desire themselves to construct so much of the works as will affect the said Acton Branch the Midland Company may themselves execute such works and recover the reasonable costs thereof from the Company:
- (4) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors any railway siding or

other work of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof against the Company And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that Company may be put as well as full compensation to be recoverable by that company from the Company: A.D. 1907.

- (5) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting the said Acton Branch of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors :
- (6) The Company shall acquire only such an easement across or under the said Acton Branch as may be necessary for constructing or maintaining the works of the railway by this Act authorised and shall pay to the Midland Company for any such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 :
- (7) Any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the President of the Institution

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of Civil Engineers on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Watford and Edgware Railway Company.

**34.** For the protection of the Watford and Edgware Railway Company (in this section called "the Watford Company") the following provisions shall unless otherwise agreed in writing between the Company and the Watford Company have effect in relation to the widening of the Rickmansworth Branch Railway by this Act authorised:—

- (1) The Company shall not without the consent in writing of the Watford Company or in pursuance of an award made as hereinafter provided take any greater quantity of the lands numbered on the deposited plans 337 and 340 in the urban district of Watford (being also shown on the deposited plans referred to in the Watford and Edgware Railway Act 1903) than may be required for the purpose of the said widening. Provided that as from the eleventh day of August one thousand nine hundred and nine the provisions of this subsection shall cease to be operative unless the Watford Company shall before the said date have served notice to treat for the purchase of the said lands or so much thereof as that company may require:
- (2) If the Watford Company are subjected to any additional expense in the construction of their railway by reason or in consequence of the taking of the said lands by the Company the Watford Company shall be compensated by the Company in respect of such additional expense:
- (3) Any difference which may arise between the Company and the Watford Company with respect to any matter arising under this section shall be determined by arbitration under and subject to the provisions of the Arbitration Act 1889.

For protection of Regent's Canal and Dock Company.

**35.** For the protection of the Regent's Canal and Dock Company (in this section called "the canal company") the following provisions shall have effect unless otherwise agreed between the Company and the canal company (that is to say):—

- (1) In constructing Railway No. 3 by this Act authorised where the same will pass under the Regent's Canal



of the canal company the Company shall not deviate upwards from the levels shown on the deposited sections so that any part of the railway or works shall be less than twenty-five feet below the surface level of the water in the said canal at the point of crossing: A.D. 1907.

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any part of the said canal or of the works connected therewith but the Company may purchase and the canal company shall sell to the Company a right or easement of constructing and using the Railway No. 3 in accordance with the provisions of this Act under the said canal and works and the consideration to be paid by the Company for such easement or right shall unless otherwise agreed be determined in the manner provided by this Act for the purchase and taking of lands otherwise than by agreement:

(3) The said railway where it crosses under the said canal shall be constructed so that no injury shall be caused to the said canal and in case during the progress or after completion of the said works any damage shall be caused to the said canal or to the towing-path or other works of the canal company the Company shall pay to the canal company full compensation for all such damage:

(4) The provisions for the protection of the Brent Feeder contained in section 15 of the London and North Western Railway Act 1891 shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal and the canal company extend and apply to the crossing by Railway No. 4 by this Act authorised of the said feeder and be binding on the Company in respect thereof as if such provisions had been repeated in this Act with reference to such crossing Provided that in the application of the said provisions of the said Act of 1891 to the crossing of the said feeder by this Act authorised the expression "the Regent's Canal City and Docks Railway Company" means the Regent's Canal and Dock Company the expression "the canal companies" means the Company of Proprietors of the Grand Junction

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Act, 1907.

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Canal and the Regent's Canal and Dock Company and the expression "their railway" means Railway No. 4 by this Act authorised. Provided also that for the purposes of this section a distance of not exceeding seventy yards shall be substituted for the distance of eighty yards mentioned in subsection (1) of section 15 of the said Act of 1891.

For protection of London County Council.

• **36.** The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter in this section called "the council") (that is to say):—

- (1) The Company shall not in constructing the underground railways by this Act authorised where the same will be under any public streets or roadways in the administrative county of London (hereinafter in this section called "the county") deviate from the levels as shown on the deposited sections where any existing or projected sewer of the council crosses the railway except in accordance with plans and sections to be reasonably approved by the council:
- (2) Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of the surface of any street or footway in the county or without the consent of the council to erect or maintain any building or structure beyond the general line of buildings in any street part of a street place or row of houses in the county:
- (3) If the Company acquire the lands in the metropolitan borough of Hampstead numbered 154 to 188 and 220 to 245 on the deposited plans or any part thereof or the lands in the metropolitan borough of Hammersmith numbered 3 to 9 on the deposited plans or any part thereof or the lands in the urban district of Willesden numbered 369 to 372 on the deposited plans or any part thereof and pull down the buildings standing thereon they shall forthwith give notice thereof to the council and they shall if so required by the council within twelve months of the receipt of such notice sell to the council for the purpose of widening Belsize Road and Harrow Road respectively the whole or any

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part of the lands shown by a red colour on the plans which have been signed in duplicate by the Right Honourable the Earl of Kintore the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred one copy of which plans has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords and the council shall pay to the Company in respect of any lands so sold such amount as failing agreement shall be determined by a surveyor to be appointed on the application of either party by the President of the Surveyors' Institution :

- (4) Nothing in this section shall be deemed to lessen prejudice or affect the powers conferred on the Company by sections 31 and 33 of the London and North Western Railway Act 1902 or to vary or interfere with the provisions contained in section 20 of the London County Council (Tramways and Improvements) Act 1903 :
- (5) In constructing the railways in or under any street or road in which any tramway of the council is authorised or laid the Company shall so construct such railways as not in any way to interfere with or impede the construction or safe and efficient working of such tramway or to interfere with or impede the construction or adaptation for electrical traction of any such tramway and the plans sections and particulars of such railways shall be submitted to and reasonably approved by the council ;

If the Company shall construct a bridge under High Road Kilburn they shall if so required by the council construct such bridge so as to permit of the formation in and under the roadway of conduits for the purposes of underground electric traction for working any tramway which may hereafter be laid over such bridge :

- (6) Notwithstanding anything contained in this Act the section of the London and North Western Railway Act 1898 of which the marginal note is "Walls of buildings to be made good" and the sections of the London and North Western Railway Act 1902 of which the marginal notes are "For the protection of the sewers of the London County Council" and "Exhibition of placards

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in the county of London" are incorporated with and form part of this Act and shall extend and apply to the lands which the Company are by this Act authorised to acquire and to any works matters or things by this Act authorised as fully and effectually to all intents and purposes as if those sections had been repeated and expressly re-enacted in this Act with reference thereto :

- (7) In order to avoid any interference with the new middle level sewer proposed to be made by the council the Company shall not except with the consent of the council in constructing Railway No. 3 by this Act authorised make any vertical upward deviation to a greater extent than ten feet :
- (8) The entrances and exits to and from the proposed subway at its Euston Road end and to and from the station buildings of the Company from and to any public street in the county constructed or reconstructed under the powers of this Act shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and all such works shall be executed only in accordance with plans thereof previously submitted to and approved by the council and in case any question shall arise between the Company and the council as to such plans or the approval thereof such question shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade :
- (9) Any railway tunnel or other work which will be within twenty-five feet of the surface of any public street road or open space in the county shall not be constructed otherwise than in accordance with plans sections and particulars submitted to and reasonably approved by the council and subject to such conditions and requirements as the council may reasonably impose :
- (10) Notwithstanding anything in this Act or shown on the deposited plans all bridges constructed or so far as the same may be reconstructed by the Company for carrying any public road or street in the county over the railways shall be constructed or so reconstructed

as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than the width hereinafter mentioned measured on the square (that is to say):—

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Parish.	Situation of Bridge.	Width.
Hampstead	- Bridge carrying Abbey Road over the railways.	40 feet.
Hampstead	- Bridge carrying Kilburn Priory over the railways.	40 feet.
Hammersmith	- Bridge carrying Scrubbs Lane over the railways.	45 feet.

Every such bridge shall be so protected or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street:

- (11) The Company shall not make any stairways ventilators air shafts or any other permanent openings in any roadway or footway in the county:
- (12) It shall be lawful for the engineer or other officer duly appointed for the purpose by the council at any time during the construction of the underground railways to enter upon and inspect any underground works of the Company within the county where such works will affect any of the council's sewers or will be within twenty-five feet of any public road or street:
- (13) At least fourteen clear days before commencing any vertical boring from the surface of any part of any street in the county the Company shall serve notice in writing of their intention to commence the same on the council and such notice shall describe the place at which such boring is intended to be made and if within fourteen days after the service of such notice any objection is made by the council the matter shall (unless otherwise agreed between the Company and the council) be determined by arbitration before any such boring is commenced but if no such objection is made the said boring may be proceeded with and the Company shall furnish to the council information as to the strata traversed in any boring for the purposes of the works within the county:



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(14) If the council require at any time to widen Euston Road the Company shall at their own expense set back the entrances to the subway authorised by this Act to such extent as may be necessary for that purpose:

(15) Nothing in this Act contained shall be deemed to empower the Company to construct any generating station for electricity within the administrative county of London without the consent of the council.

Application  
of London  
Building  
Acts.

**37.** The provisions of the London Building Acts 1894 to 1905 and any Act amending the same and any byelaws and regulations in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company under the powers of this Act of any works in the administrative county of London and to any new buildings or additions to existing buildings erected or made under the powers of this Act and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained but no such exemptions shall be deemed to apply to any building or any part of any building which shall be used or intended to be used partly as a station and partly for domestic or other purposes.

For protec-  
tion of Saint  
Pancras  
Borough  
Council.

**38.** For the protection of the council of the metropolitan borough of Saint Pancras (in this section called "the council") the following provisions shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say):—

(A) No greater part of the surface of the property numbered on the deposited plans 101 in the metropolitan borough of Saint Pancras shall be used for the purposes of this Act than may be necessary in order to make the entrances to the subway authorised by this Act:

(B) If at any time hereafter that part of Euston Road upon which Euston Square abuts shall be widened either by the council or by the London County Council the Company shall at their own expense set back the entrances to the subway authorised by this Act to such extent as may be necessary for that purpose:

(C) All material excavated in the borough of Saint Pancras in the exercise of the powers of this Act in that borough shall so far as the Company can conveniently

do so be carried away by the Company by their existing railway : A.D. 1907.

- (D) In the construction of the railway and works within the said borough the Company shall not unnecessarily permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of any public thoroughfare and shall not permit or suffer any soil excavated from the railway or works to be carried through the public streets except in carts or waggons so constructed and managed as to prevent as far as reasonably practicable any of such soil dropping therefrom :
- (E) All works to be executed by the Company in any way affecting any works sewers electric lines and appliances streets or property vested or to be vested in the council shall be so executed at the cost in all respects of the Company in accordance with plans sections and particulars to be submitted to and reasonably approved by the council before the commencement of the work and under the superintendence and to the reasonable satisfaction of the engineer and surveyor of the council and the reasonable cost of such superintendence shall be paid by the Company to the council. If the council fail to signify their approval or disapproval or to state their requirements with respect to such plans sections and particulars within twenty-one days after their deposit by the Company at the office of the engineer and surveyor to the council at the town hall of Saint Pancras the council shall be deemed to have approved thereof :
- (F) If any difference arise between the Company and the council touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers :
- (G) The Company shall from time to time pay to the council all rates leviable by or to be payable to them upon

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the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed at such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down. Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation.

For protection of  
Hampstead  
Borough  
Council.

**39.** With reference to so much of the railways and works by this Act authorised as will be situate within the metropolitan borough of Hampstead (in this section called "the borough") and for the protection of the mayor aldermen and councillors thereof (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect:—

- (1) Before commencing any works (other than the underground railways) by this Act authorised in or under any street in or under which any sewer or drain of the council or any electric main pipe conduit wire or other work (hereinafter called "electric apparatus") of the council is situate the Company shall from time to time deliver to the council plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and particulars shall be delivered to the council at least fourteen days before the commencement of any such work;

If it shall be necessary in the execution of the work by this Act authorised to alter any such sewer or drain or any of such electric apparatus or to support the same or to substitute temporarily or otherwise other sewers drains or electric apparatus or to lay or place under any sewer drain or electric apparatus cement

concrete or other like substance such alterations or other operations shall be carried out by the council and the reasonable costs incurred by them in so doing shall be repaid to them by the Company :

- (2) In the event of such plans sections and particulars so delivered to the council as aforesaid not being objected to within fourteen days the said works shall be executed in accordance therewith ;

In addition to any other notices which they are required to give the Company shall not less than thirty-six hours and not more than seventy-two hours before commencing any works whereby any sewer drain or electric apparatus of the council may be interfered with or affected give to the council notice of their intention to commence any part of such works stating to what part of the works the notice refers :

- (3) The bridges carrying Abbey Road and Kilburn Priory over the works authorised by this Act shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the borough but also any steam roller not exceeding twenty tons in weight that the council may use for repairing the streets or roadways and the Company shall indemnify and make good to the council all costs and expenses that the council may incur or be put to by reason of any defect or insufficiency in strength of such bridges or any neglect to properly and efficiently maintain the same as aforesaid :

- (4) Whenever the Company shall break up or disturb any part of the soil or surface of any road or footway in the borough for any of the purposes of this Act the Company shall make good and restore every such road or footpath with all due despatch to the reasonable satisfaction of the engineer of the council ;

It shall be lawful for the council or their engineer at all times during the construction or repair of the works by this Act authorised under or affecting Abbey Road and Kilburn Priory to have access to such works and to cause any part of the said roads to be enclosed watched and lighted in such manner as to them or him may seem necessary :

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- (5) The Company shall not deposit any soil subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to any person using the streets roads or footways within the borough :
- (6) The Company shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railways or works through the public streets within the borough except in carts or waggons so constructed and managed as to prevent as far as reasonably practicable any of such soil dropping therefrom :
- (7) If the Company shall in the construction of works by this Act authorised rebuild the bridge carrying Kilburn Priory across the Company's railways they shall construct any portion of the said bridge which shall be rebuilt of a width of not less than forty feet between the parapets :
- (8) Notwithstanding anything shown upon the deposited plans and sections Railway No. 3 shall be constructed in tunnel or covered way up to a point not less than one hundred and ninety yards from the bridge carrying Abbey Road over the railway and where the said railway is not so constructed but for the purpose of constructing the railway the Company demolish any houses in Belsize Road the cutting shall be so made as to leave a strip of ground not less than six feet in width between Belsize Road and the retaining wall or slope of the said cutting and the Company shall enclose the said strips with open railings and shall plant and maintain the same with suitable shrubs :
- (9) If any difference shall arise with respect to any matter under the foregoing provisions of this section between the Company and the council or their respective engineers or concerning any plans sections or particulars to be delivered to the council under the foregoing provisions of this section the matter in difference shall be referred to and settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers :
- (10) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the



respective assessments of any lands or property in the borough shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down. Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation. A.D. 1907.

40. For the protection of the mayor aldermen and councillors of the metropolitan borough of Hammersmith (in this section referred to as "the council") the following provisions shall (unless otherwise agreed between the council and the Company) have effect with respect to the works authorised to be constructed and the powers by this Act conferred upon the Company within the borough of Hammersmith (that is to say):— For protection of Hammersmith Borough Council.

- (1) The Company shall construct the additional archways or openings under Scrubbs Lane in accordance with plans and sections to be previously submitted to and reasonably approved by the council and so as not to permanently lessen the width of Scrubbs Lane:
- (2) At all times during the construction of the additional archways or openings under Scrubbs Lane by this Act authorised the Company shall provide to the reasonable satisfaction of the council a temporary roadway sufficient to enable two vehicles to pass and a separate footway not less than six feet in width:
- (3) If the construction of the said additional archways or openings or any of the works of the Company in connection therewith shall cause or necessitate any interference with the main or other sewers of the council or if by reason of the exercise of the powers of this Act any additional sewers or drains of any

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increased lengths thereof be rendered necessary the same shall be provided laid and constructed by the council and all necessary alterations to sewers or drains or electric light cables shall be executed to the reasonable satisfaction of the council at the cost in all things of the Company :

- (4) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the council and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved by the council construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with and any alteration or diversion of existing sewers or drains which may reasonably be deemed necessary by the council in consequence of the works of the Company shall be carried out in the same manner Provided that any such construction alteration or diversion shall be executed at the cost of the Company by the council in lieu of the Company if the council shall so desire :
- (5) If the council fail to signify their approval or disapproval of the plans and sections referred to in subsections (1) and (4) of this section within twenty-one days after their submission to the council the council shall be deemed to have approved thereof :
- (6) All streets and roads the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the council and at the cost in all things of the Company :
- (7) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed at such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine

hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation :

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- (8) If any difference shall arise between the council and the Company with reference to any of the matters provided for in this section the same shall be settled by an engineer to be appointed as arbitrator on the application of either party by the President of the Institution of Civil Engineers.

**41.** For the protection of the county council of Middlesex (in this section called "the county council") the following provisions shall unless otherwise agreed between the Company and the county council apply and have effect in so far as any works constructed or executed by the Company in pursuance of this Act affect any main roads which the county council are bound to maintain and repair and so far also as they affect any roads to the maintenance or repair of which the county council may for the time being contribute and numbered on the deposited plans 2 in the urban district of Acton 380 in the urban district of Willesden and 41 in the urban district of Wembley (that is to say) :—

For protection of Middlesex County Council.

- (1) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the county council plans sections and particulars thereof and the same shall have been approved by the county engineer by writing under his hand or by an arbitrator to be appointed as hereinafter provided Provided always that if the county engineer shall fail to approve or to disapprove of such plans for one month after they have been delivered to the county council then the county engineer shall be deemed to have approved the same and the works shall be carried out by the Company in accordance with such plans sections and particulars Provided that if the county engineer within the said period shall have expressed his disapproval of the said plans sections and particulars or any of them then the

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Company shall not commence nor execute any such works unless and until plans sections and particulars thereof shall have been approved of by an arbitrator to be appointed as hereinafter provided :

- (2) All bridges to be constructed for carrying any such roads as aforesaid over the railway and numbered as aforesaid on the deposited plans or any addition to any existing bridge for such purpose shall be constructed with a width of at least fifty feet between the parapets or fences thereof and where the existing width of the road at the point of crossing exceeds fifty feet a width between the parapets or fences thereof of at least the existing width of such road and such parapets or fences shall in every case be not less than four feet in height above the level of the adjoining road or footpaths and the Company shall provide two stone paved and kerbed footpaths throughout the whole length of every such bridge and the roadway of every such bridge shall be drained and channelled to the reasonable satisfaction of the county engineer :
- (3) Notwithstanding anything shown on the deposited sections the existing levels of every such road as aforesaid shall not be altered without the previous consent in writing of the county council to be signified under the hand of the clerk of the council :
- (4) The Company shall execute all such works as aforesaid in accordance with the said plans sections and particulars to be approved as aforesaid at their sole expense and under the reasonable supervision and to the reasonable satisfaction of the county engineer and the Company shall subsequently at the like expense maintain the same in good substantial condition and repair and so far as such works affect the roads as aforesaid to the reasonable satisfaction of the county engineer :
- (5) The Company in the execution of any such works as aforesaid shall not cause any unnecessary interruption to the passage or conduct of the traffic over or along any of such roads as aforesaid further at any time than to the extent of stopping the traffic over one half or thereabouts of the width of the roadway and shall so far as may be reasonably practicable ensure the

uninterrupted continuance of tramway traffic where such exists and shall cause as little detriment and do as little damage as may be to such roads respectively and shall at their own expense in a proper and workmanlike manner and to the satisfaction of the county engineer make good all damage injury or disturbance whatsoever which shall happen or arise to any of such roads by reason or in consequence of the execution of any such works as aforesaid : A.D. 1907.

- (6) If the Company shall neglect or refuse after having received due notice from the county council to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good the same and the Company shall within fourteen days after demand under the hand of the clerk of the county council make compensation to the county council for all such damage injury or disturbance and shall also bear and pay all the reasonable costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid :
- (7) The Company shall during the progress and until the completion of so much of their works as affect any such road as aforesaid make and carry into effect such arrangements for lighting and watching the portions of the roads interfered with and also the works themselves as may be reasonably necessary to prevent danger or accidents to persons and vehicles using the said roads :
- (8) Any additional expense to which the county council may be put in maintaining any tramway over such bridge as aforesaid owing to the construction of the works shall be borne by the Company :
- (9) If any difference shall arise between the Company and the county council under this section the same shall be determined by an arbitrator to be agreed upon between the parties or to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.



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For pro-  
tection of  
Middlesex  
County  
Council in  
respect of  
streams &c.

**42.** For the protection of the county council of Middlesex (in this section called "the county council") the following provisions shall unless otherwise agreed between the Company and the county council apply and have effect in so far as any works to be constructed or executed by the Company in pursuance of this Act affect the River Brent or any tributary thereof:—

- (1) The Company shall not divert the River Brent without the consent in writing of the county council except so far as is shown on the deposited plans:
- (2) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the county council plans sections and particulars of the works intended to be executed and the same shall have been approved by the county engineer by writing under his hand or by an arbitrator to be appointed as hereinafter provided. Provided always that if the county engineer shall fail to approve or disapprove of such plans sections and particulars for one month after they have been delivered to the county council then the county engineer shall be deemed to have approved the same and the work shall be carried out by the Company in accordance with such plans sections and particulars. Provided also that if the county engineer within the said period shall have expressed his disapproval of the said plans sections and particulars or any of them then the Company shall not commence nor execute any such works unless and until plans sections and particulars thereof shall have been approved of by an arbitrator to be appointed as hereinafter provided:
- (3) All plans sections and particulars as aforesaid shall provide that the waterways of the said streams shall not be diminished or in any way lessened and further shall provide for such clear waterway between the normal level of any stream and sufficiently above the highest known flood level as may be reasonable having regard to the requirements of each such stream:
- (4) The Company shall execute all such works as aforesaid in accordance with the said plans sections and particulars to be so approved as aforesaid at their sole expense and under the reasonable supervision and to the reasonable

satisfaction of the county engineer and the Company shall subsequently maintain the same and all necessary works connected therewith in good substantial condition and repair: A.D. 1907.

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

**43.** For the protection of the Willesden Urban District Council (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans and sections apply and have effect unless otherwise agreed on in writing between the council and the Company (that is to say):— For protec-  
tion of Wil-  
lesden Urban  
District  
Council.

- (1) For the purposes of this section the expression "the said works" shall mean and include so much of the railways and works by this Act authorised and any works connected therewith as will be constructed or executed in or adjoining the urban district of Willesden (in this section referred to as "the urban district") and the expression "the council's property" shall mean and include all buildings streets roads sewers drains pipes watercourses and works and any electric lines mains and apparatus and other works belonging to or vested in the council or for the repair of which the council may be responsible and the sewerage and drainage of the urban district and the outfalls thereof:

- (2) The Company shall not commence any of the said works which will or may interfere with or affect any of the council's property unless and until they shall at least one month before the commencement thereof have given to the council notice in writing of their intention so to do accompanied by plans sections and particulars of the said works by leaving the same at the office of the council. No part of the said works shall be commenced until the council shall have signified their approval thereof in writing unless the council shall fail

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to signify their approval or disapproval thereof in writing within one month after the service of such notice in which event the council shall be deemed to have approved thereof. If the council disapprove of the said plans and the Company are unwilling to agree the matter shall be determined by arbitration in manner hereinafter provided. The Company shall execute the said works in accordance with the plans sections and particulars approved by the council or determined by arbitration as aforesaid. The plans sections and particulars of the said works so approved or determined shall be deposited at the office of the council :

- (3) The plans and sections to be submitted to the council for the purposes of this section shall describe the exact position and manner in which and the level at which the said works are proposed to be constructed and shall comprise drawings of every alteration which the Company may propose to make in the council's property :
- (4) The council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure the council's property against interference or risk of damage and to provide and secure a proper and convenient means of access thereto :
- (5) The Company shall comply with all reasonable requirements of the council in the execution of the said works and shall provide for the protection of and preventing injury or impediment to the sewers drains pipes water-courses outfalls mains works and apparatus hereinbefore referred to by or by reason of the said works and shall save harmless and keep indemnified the council against all and every the expenses to be occasioned thereby :
- (6) If the existing manhole on the property of the Company near Brondesbury Villas shall be interfered with the Company shall make and maintain a substituted manhole for giving access to the sewer of the council which passes under and across the existing railway of the Company from Brondesbury Villas to Alpha Place in the urban district and the said substituted manhole

shall be constructed immediately inside the Company's property adjoining Brondesbury Villas and the council shall at such convenient times as may be agreed between the council and the Company except in cases of emergency have a right of entry and access to the existing manhole or to the said substituted manhole as the case may be for all purposes connected with their said sewer :

- (7) If the Company construct the said works at the point where the same cross the sewer of the council (which passes from Harvist. Road to Allington Road in the urban district under and across the existing railway of the Company) at a level lower than that of the said existing railway they shall lay concrete over and strengthen the crown of the said sewer to the reasonable satisfaction of the council :
- (8) The Company shall alter reconstruct and relay to the reasonable satisfaction of the council the main sewer in or adjoining Station Road Harlesden now conveying the sewage from Harlesden into the sewers of the London County Council and which passes under and across the existing railway of the Company at or near Station Road at such a level under the said works at the point where it will be crossed by the said works and for such distance on both sides of the said works as may be necessary to ensure a proper gradient for the flow of sewage through the same into the sewers of the London County Council :
- (9) The Company shall alter reconstruct and relay to the reasonable satisfaction of the council the surface water drain of the council which will be crossed by the said works at or near Acton Lane so as to effectually provide for the flow of water therefrom into the existing surface water drains or canal feeder :
- (10) The said works shall not be constructed so that any part thereof shall be nearer than a distance of twenty feet to the south-east corner of the house or building now known as No. 988 Harrow Road and situate at the junction of Greyhound Road with Harrow Road :
- (11) If in the execution of the said works it shall be necessary to alter interfere with or disturb any existing sewers

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or drains or the ventilation thereof or make any new sewers or drains in the urban district such alterations interference or disturbance shall be executed and such new sewers and drains and other works incidental thereto shall be made by the Company to the reasonable satisfaction of the council:

(12)—(A) The Company shall not acquire any part of the public road and footpaths known as Canterbury Road and numbered 3 and 21 on the deposited plans in the urban district;

(B) The Company shall not acquire or stop up the roadway or footpaths or any part thereof of Albert Gardens numbered 75 on the deposited plans in the urban district unless and until the Company are owners in possession of all houses and lands on both sides of the said road or of the portion thereof proposed to be stopped up and any houses or buildings fronting on the said road or the portion thereof so proposed to be stopped up shall not after the said road or portion thereof is stopped up be occupied or used nor shall the Company permit or allow the same to be occupied or used as dwelling-houses unless and until a road of equal width to the road stopped up is provided by the Company in front of and so as to give proper access to such houses and buildings and if the Company stop up any portion of Albert Gardens they shall pave the portions of the said road not stopped up with tar macadam or other impervious material to the reasonable satisfaction of the council and they shall relay and reventilate so much of the sewers as it may be necessary to relay and reventilate and as lies under such portions of the said road as are not stopped up to the like reasonable satisfaction of the council; and

(c) The Company shall not acquire or stop up the entire width of Claremont Road numbered 143 on the deposited plans in the urban district but may acquire so much only of such road in the urban district as shall leave open for traffic a clear width of the existing road of at least twenty-five feet at the eastern end and of at least thirty-five feet at the western end



of the said road and shall construct a suitable wall or fence to the reasonable satisfaction of the council so as to separate the land so acquired from the said existing road : A.D. 1907.

- (13) The Company shall construct the parapets of the bridges carrying Salusbury Road Chamberlayne Wood Road and Acton Lane in the urban district over the said works of a height of at least six feet above the level of the road and the bridges carrying the said roads and Station Road Harlesden over the said works shall be constructed of not less width between the fences or parapets thereof than the present width of such roads respectively at the point of crossing :
- (14) The footpath numbered on the deposited plans 411 in the urban district 1 in the urban district of Greenford and 1a in the urban district of Wembley shall not be diverted in the manner shown upon the deposited plans but shall be diverted in the manner shown upon the plan signed in duplicate by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred during its progress through Parliament one copy of which plan has been deposited in the Private Bill Office of the House of Commons and the other copy whereof has been deposited in the Office of the Clerk of the Parliaments and in carrying the said works over the said footpath as so diverted the Company shall construct a bridge having a clear span of at least twenty feet and a headway of at least sixteen feet at the crown of the arch :
- (15) In the event of the Company acquiring or becoming possessed of the properties or any of them or any part thereof numbered 203 to 230 inclusive and 237 to 314 inclusive on the deposited plans in the urban district and not taking down the houses or buildings thereon or used or occupied therewith they shall not permit or allow any of those houses or buildings to be used or occupied nor shall any of those houses or buildings be used or occupied without providing proper air spaces exclusively belonging to each of such houses or buildings in accordance with the provisions of the building byelaws of the council :

A.D. 1907.

- (16) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of the acquisition by the Company notwithstanding that the buildings thereon or forming part thereof may have been taken down :

Provided that this provision shall not apply in any case in which and for so long as any of such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation :

- (17) The Company shall during the progress of and until the completion of the said works carry out the same with all possible despatch and with as little interference as possible and in such a manner that persons and vehicles may at all times pass freely along the roadways and footways in the urban district The Company shall make and carry into effect such arrangements for lighting and watching any part of the council's property interfered with as may be reasonably necessary to prevent any damage danger or accident or as may be reasonably required by the council :
- (18) All works required to be carried out by the Company under the provisions of this section shall be done under the superintendence and to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the said works and whether in the execution of the said works or in the inspection or superintendence thereof shall be paid to the council by the Company and when any new altered or substituted works or any works connected therewith shall be completed by

or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as any sewers works or apparatus now are or hereafter may be: A.D. 1907.

- (19) If any dispute or difference shall arise between the council and the Company as to any matter or thing to be done under the provisions of this section or as to the reasonableness of any of the requirements of the engineer of the council or the council or as to the rights duties or liabilities of either party hereunder then and in any such case such dispute or difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and such arbitration shall be under and subject to the provisions of the Arbitration Act 1889.

44. For the protection and benefit of the Wembley Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say):—  
For protec-  
tion of Wem-  
bley Urban  
District  
Council.

- (1) Before commencing any works by this Act authorised which will or may pass over or under or so as to interfere with any street road or footpath or any sewer drain or other work vested in or under the jurisdiction or control of the council (all of which are in this section called "the council's works") the Company shall forward to the council plans and sections of the proposed works showing the mode and position in which the works are intended to be executed and the manner in which it is proposed to affect or interfere with the council's works as aforesaid and such works shall only be constructed in accordance with such plans and sections as approved by the council (such approval not to be unreasonably withheld) or in case of difference by an arbitrator to be appointed as hereinafter provided Notice of the council's approval or disapproval and the grounds thereof shall be given to the Company within twenty-eight days after the receipt of any such plans and sections and in default of notice within the times aforesaid the same shall be deemed to have been approved by the council:

A.D. 1907.

- (2) If it shall be necessary in the execution of the works by this Act authorised to alter any such sewer or drain as aforesaid or to support the same or to substitute temporarily or otherwise other sewers or drains or to lay or place under any sewer or drain cement concrete or other like substance such alterations or other operations shall be carried out by the council and the reasonable costs incurred by them in so doing shall be repaid to them by the Company:
- (3) The footpath leading from Alperton to the Harrow main road and numbered on the deposited plans 411 in the urban district of Willesden 1 in the urban district of Greenford and 1a in the urban district of Wembley shall notwithstanding anything shown on the deposited plans be diverted by the Company in the lines shown on the plan signed in triplicate by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Parliament Office of the House of Lords one copy in the Private Bill Office of the House of Commons and one copy at the office of the clerk of the peace for the county of Middlesex:
- (4) In the execution of the works by this Act authorised in the urban district of Wembley the Company shall carry all public footpaths over their works by means of footbridges of the same width and equally convenient as those now existing over the railway of the Company:
- (5) In the event of the council deciding to construct a footbridge over Widening No. 2 and the existing railway between points marked and measured on the deposited plans three furlongs two chains and three furlongs three chains from the commencement of Widening No. 2 together with the necessary approaches thereto the Company shall in every way facilitate the council in so doing and grant the council without payment an easement for that purpose and when such footbridge and approaches are completed by the council the Company shall pay to the council one third of the cost of construction and making thereof:
- (6) In the event of the Company stopping up or appropriating any part of the roads known as Turton Road and

Elsbeth Road and numbered respectively on the deposited plans 46 and 52 in the urban district of Wembley— A.D. 1907.

(A) The Company shall erect and maintain at the east end of and throughout the whole width of each such road a wall of not less than six feet in height above the level of such roads respectively ;

(B) The Company shall not at any time exhibit or permit to be exhibited upon any part of the said walls fronting Turton Road or Elspeth Road any placards or advertisements of any kind ;

(C) In the event of the Company removing or altering the position of any lamp in the said roads they shall rearrange the public lamps in either or both of such roads as the case may be to the reasonable satisfaction of the surveyor :

(7)—(A) The bridge for carrying East Lane over Widening No. 2 and the western approach thereto between Harrowdene Road and such bridge shall be constructed by the Company of a clear width between the parapets and fences thereof of forty feet ;

(B) In the event of the council at any time after the passing of this Act widening East Lane for the entire distance between Pembroke Road and the east side of the bridge over the existing railway of the Company (including the eastern approach thereto) to a width of forty feet the Company shall reconstruct the bridge over the existing railway to a clear width between the parapets of forty feet and the council shall thereafter maintain that part of East Lane (including as aforesaid) so widened by them ;

(C) In the event of the council deciding to widen East Lane between Pembroke Road and the east side of the existing bridge without raising the level of East Lane the Company shall construct two lateral additions to the existing bridge over their railway so as to make the road between the parapets of such additions of the width of not less than forty feet such additions to be in substitution for the reconstruction of the bridge hereinbefore in this subsection referred to ;



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- (D) Footpaths shall be made by the Company on both sides of East Lane throughout the whole length of the bridge and the western approach thereto and also the existing bridge when added to or widened of widths and levels to be reasonably approved by the surveyor :
- (8) The bridge for carrying Kenton Lane over Widening No. 2 shall be constructed by the Company of a clear width between the parapets of forty feet and a footpath shall be made by the Company on the south-east side of Kenton Lane throughout the whole length of such bridge :
- (9) In the event of the Company at any time after the passing of this Act diverting or filling up any part of the River Brent which now forms the boundary between the urban districts of Wembley and Willesden the Company shall provide efficient boundary marks for distinguishing as far as is reasonably practicable so much of the boundary between the said districts as shall be obliterated by the diversion or filling up as aforesaid such boundary marks to be at all times kept visible by and at the expense of the Company :
- (10) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property in the urban district of Wembley shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation :
- (11) If any difference shall arise between the council and the Company under this section such difference shall

be referred to and determined by an arbitrator to be appointed unless otherwise agreed upon by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any statutory modification thereof shall apply to any such reference. A.D. 1907.

**45.** For the protection of the urban district council of the urban district of Wealdstone (in this section referred to as "the council" and "the district" respectively) the following provisions shall unless otherwise agreed between the council and the Company have effect (that is to say):— For protection of Wealdstone Urban District Council.

- (1) The bridge by which the road numbered 2 on the deposited plans in the district and known as Kenton Road is carried over Widening No. 2 shall be constructed by the Company of a width not less than forty feet between the parapets and the Company shall make and construct to the reasonable satisfaction of the council on each side of such road a kerbed channelled and tar-paved footpath of the width of eight feet:
- (2) The Company shall for the purposes of carrying the footpaths numbered 5 and 6 on the deposited plans in the district over Widening No. 2 lengthen the existing footbridges now carrying such footpaths over the existing railway of the Company:
- (3) The Company shall carry the road numbered 70 on the deposited plans in the district over the existing railway and Widening No. 2 by means of a bridge not less than forty feet in width between the parapets and if at any time hereafter the Company shall make a main or principal entrance to their Harrow and Wealdstone Station leading from the said road numbered 70 they shall leave in front of such entrance an additional open space of not less than eight hundred and forty square yards superficial area exclusive of any portion of the said road. The Company shall construct the northern approach to the said bridge of a width of at least forty feet and shall in addition construct and make to the reasonable satisfaction of the council a kerbed channelled and tar-paved footpath on each side of such approach and on the east side over the said bridge and a kerbed channelled and

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tar-paved footpath on the eastern side of the southern approach to the said bridge as far as the Company are responsible for the maintenance thereof. The Company shall also construct and make to the reasonable satisfaction of the council a kerbed channelled and tar-paved footpath on the west side of the said bridge extending to the boundary of the premises known as the Railway Hotel. Provided that if the Company shall at any time hereafter make an entrance to the said Harrow and Wealdstone Station as aforesaid they shall in such case construct and make to the like satisfaction along the boundaries of such open space as aforesaid adjoining or contiguous to such entrance a kerbed and channelled footpath of stone or such other hard and durable material as may be approved by the council. The said footpaths shall be made and constructed by the Company of such widths as the council may reasonably approve :

- (4) The Company shall carry the existing railway and Widening No. 2 over the road numbered 84 on the deposited plans in the district and known as Headstone Drive Road by means of a bridge having a clear headway between the abutments of not less than fourteen feet above the level of the centre of the road and with a span of at least thirty-five feet measured on the square. The Company shall not in constructing the said bridge lower the level of the said road to any greater extent than three feet and shall provide an opening for light in or near the centre of the bridge or in some other position to be reasonably approved by the council. The Company shall also at their own expense erect a lamp in some position under the bridge to be reasonably approved by the council :
- (5) The Company shall divert the existing sewers in and under the road numbered 84 on the deposited plans in the district in accordance with a plan to be agreed between the council and the Company and shall construct and make a new surface-water sewer of an internal diameter of at least eighteen inches and a foul water sewer of an internal diameter of at least twelve inches to the extent and in the directions respectively

shown on the said plan Where the said sewers shall be laid under the footpaths they shall be constructed of cast-iron pipes and be laid at a depth of at least six inches below the surface of the footpaths and where the same are laid in or under the roadways they shall be either laid at a depth of at least four feet below the surface of such roadways or be protected by a concrete covering and the said works shall be executed by the Company at their own expense and to the reasonable requirements and satisfaction in all respects of the council :

- (6) The Company shall at all times maintain the said bridges in this section mentioned and the approaches thereto in substantial repair and good order to the reasonable satisfaction in all respects of the council :
- (7) The works of the Company so far as they affect or interfere with any footpaths roads sewers or other property belonging to vested in or under the jurisdiction of the council shall be executed to the reasonable satisfaction of the council and according to plans sections and particulars first submitted to and reasonably approved by them and when commenced shall be carried on and completed without interruption and with all reasonable despatch :
- (8) The Company shall pay to the council any costs and expenses which the council may reasonably incur or be put to by reason or in consequence of the construction of Widening No. 2 and the works within the district in maintaining or repairing any of the sewers or other works of the council :
- (9) The Company shall make good to the reasonable satisfaction of the council any sewers or drains belonging to the council which may be interfered with in carrying out any works referred to in this section and shall make all reasonable provisions for enabling the council to have access to all such sewers and drains :
- (10) Before commencing any works which would interfere with the traffic on any of the roads in this section mentioned the Company shall at their own expense before and during the continuance of such works maintain to the reasonable satisfaction of the surveyor

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to the council convenient facilities for such traffic so that at all times during the progress of such works all persons and vehicles may pass and repass with as little interruption as may be reasonably necessary :

- (11) The Company shall erect on the south side of Headstone Drive Road where the same abuts on their property suitable brick walls and shall construct the parapets of the bridge carrying the said road numbered 70 on the deposited plans in the district over the existing railway and Widening No. 2 of a height of not less than six feet :
- (12) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed at such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation :
- (13) If any difference shall arise between the Company and the council under or in respect of any provisions in this section contained or anything to be done or not to be done hereunder such difference shall unless otherwise agreed be referred to and determined by an engineer to be nominated by the President of the Institution of Civil Engineers on the application of the Company or the council and the Arbitration Act 1889 shall apply to such reference.

For pro-  
tection of  
Hendon

**46.** For the protection of the rural district council of Hendon (in this section called "the council") the following provisions shall



[7 EDW. 7.] *London and North Western Railway* [Ch. lxxxvii.]  
Act, 1907.

have effect unless otherwise agreed in writing between the council and the Company (that is to say):--

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Rural Dis-  
trict Council.

- (1) In constructing the Widening No. 2 by this Act authorised the Company shall make provision for carrying across the existing railway and the said widening by means of footbridges the footpaths which are now carried over that railway at points distant respectively four miles one furlong and two chains or thereabouts and four miles five furlongs and five chains or thereabouts from the commencement of the widening as shown on the deposited plans and during the construction of the said widening shall provide sufficient temporary accommodation for foot passengers:
- (2) The bridge for carrying Headstone Lane over the existing railway and the widening shall be constructed of a clear width between the parapets of not less than thirty-five feet and the Company shall widen the approaches to the said bridge to a width of thirty-five feet between the point on the south-west side of the railway marked B on the deposited plans and a point on the north-east side of the railway ninety yards from the north abutment of the existing bridge measured along the said road and the Company shall construct on one side of the said bridge and on one side of the approaches as widened a kerbed and channelled footway and the whole of the said road and footway when completed to the reasonable satisfaction of the said council shall be maintained in perpetuity by and at the expense of the council:
- (3) In constructing the said Widening No. 2 the Company shall widen the bridge which crosses over the existing railway of the Company at the southern end of the Pinner and Hatch End Station and the approach thereto between the said bridge and the property occupied as a post office and numbered on the deposited plans 30 in the parish of Pinner so that the said bridge and approach shall have a clear width throughout of not less than thirty-five feet including a kerbed and channelled footway on each side and from and after the completion thereof the whole of the roadway and footways between the said post office and The Avenue

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shall be maintained in perpetuity by the council and if within eighteen months from the passing of this Act the council provide free of cost to the Company the land necessary for widening the said road between the eastern side of the said bridge and junction of that road with The Avenue the Company shall widen the said portion of road so that the same shall have a clear width throughout of not less than thirty-five feet including a kerbed and channelled footway on each side thereof and the said portion of road and footways as widened shall be also maintained in perpetuity by the council:

- (4) If in the construction of the said widening it shall be necessary to alter or divert any drain or sewer belonging to the council such alteration or diversion shall be carried out by the Company at their own cost and to the reasonable satisfaction of the council:
- (5) If any difference shall arise between the Company and the council under this section the same shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-  
tion of Hert-  
fordshire  
County  
Council.

47. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall have effect unless otherwise agreed for the protection of the county council of the administrative county of Hertford (hereinafter in this section referred to as "the county council"):

- (1) In constructing Widening No. 2 the Company shall observe the following conditions:—

So much of the bridge carrying the road known as Little Oxhey Lane in the parish of Watford Rural over the existing railway as may be altered so as to affect the said road and any extension of the said bridge shall be altered and constructed so as to afford a clear width between the parapets of twenty-nine feet:

- (2) In constructing Railway No. 5 by this Act authorised the Company shall observe the following conditions (namely):—

(A) The bridge carrying the railway over Eastbury Road shall have a span of not less than thirty-six feet measured on the square and a headway of not less than fifteen feet above the present surface of the road. Provided always that if the county council shall so desire and shall obtain all such powers as are necessary for the purpose the Company shall lower the level of the said road at and on each side of the point of crossing by the railway so as to give a headway of not less than seventeen feet with a gradient on the southern side of the railway not steeper than one in eighteen and an uniform gradient on the northern side of the bridge to the existing level of the road at its junction with the road leading to Bushey Station;

(B) The bridge carrying the railway over the River Colne shall be of one span and afford a waterway of not less than forty feet measured on the square and the Company shall provide a flood arch of not less than a thirty-foot span on the west bank of the river and no obstruction above the level of the surface of the ground as it now is shall be placed in the said flood arch:

(3) In widening the Rickmansworth Branch the Company shall observe the following conditions (namely):—

(A) The widened railway where it passes under High Street Watford shall not be constructed so as to render the said street narrower or less convenient than it now is;

(B) The Company shall construct the proposed diversion of Wiggshall Road and such diverted road and the bridge and approaches to carry the same over the railway shall be constructed throughout their entire length of a width of not less than thirty-six feet between the fences:

(4) In constructing the railway to be called the Croxley Green Branch the Company shall carry the road known as Tolpits Lane over the said railway by a bridge of a width of not less than thirty-six feet between the parapets:

[Ch. lxxxvii.] *London and North Western Railway* [7 EDW. 7.]  
*Act, 1907.*

A.D. 1907.

- (5) The Company shall not in exercising the powers of this Act interfere with or render less efficient any waterway culvert archway drain sewer or watercourse in the county of Hertford passing under their railway or any widening thereof or any new railway or work by this Act authorised :
- (6) The Company shall not in the construction maintenance repair or user of any works authorised by this Act in any manner obstruct or interfere with the free uninterrupted and safe construction maintenance or user of any light railway of the council authorised by the County of Hertford Light Railways (Watford and Bushey Extensions &c.) Order 1907 :
- (7) Any difference which may arise under or in connection with any of the provisions of this section shall be referred to an arbitrator who in default of agreement shall be appointed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to every such reference.

For protec-  
tion of Wat-  
ford Urban  
District  
Council.

**48.** For the protection of the urban district council of Watford (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect (that is to say):—

- (1) In connection with the widening of the Company's Rickmansworth Branch Railway by this Act authorised the Company shall construct the proposed new road (diversion of Aldenham Road) shown on sheet one of the deposited plans from the point marked "B" to the point marked "S" on the said sheet so that the same is throughout of a width of not less than thirty feet between the fences thereof :
- (2) In constructing the Railway No. 5 by this Act authorised the Company shall carry the same over the public road known as Eastbury Road by means of a bridge having a clear span of not less than thirty-six feet measured on the square and the Company shall remove and round off the corner of the bank on the south-east side of Eastbury Road next the existing railway arch and shall set back their existing fence so far as may be necessary for that purpose and shall throw

into the road and dedicate for public use all the land in front of the fence when so set back : A.D. 1907.

- (3) In constructing the embankment for carrying the said Railway No. 5 across the valley of the River Colne the Company shall for the purpose of facilitating the passage of flood waters through the said embankment construct the same with not less than three arches which shall together provide a total waterway of a clear width of not less than ninety feet and the Company shall also provide and construct a good and sufficient culvert to contain and protect the two existing sewers of the council situate in the low meadows where the said proposed embankment is to cross the said valley which culvert shall extend throughout the whole width of the said embankment :
- (4) In constructing the said Railway No. 5 the Company shall carry the same over the stream running to the south-east of Hamilton Road by means of a bridge having a clear span of not less than twelve feet :
- (5) In connection with the construction of the said Railway No. 5 the Company shall provide construct and dedicate for public use a new road from Lammas Road to Wiggenhall Road having a clear width of thirty-six feet between the fences thereof and shall carry the railway over the said new road by means of a bridge having a clear span of not less than thirty-six feet measured on the square :
- (6) In connection with the widening of the Company's Rickmansworth Branch Railway by this Act authorised the Company shall construct a bridge with proper approaches thereto for carrying Wiggenhall Road over the said railway and such bridge and approaches shall have a clear width throughout of not less than thirty-six feet between the parapets and fences thereof and in constructing such bridge the Company shall provide under the footpaths on each side proper and sufficient pipeways having a minimum depth of two feet and the Company shall to the satisfaction of the council raise the existing manholes in Wiggenhall Road and Cardiff Road where necessary so as to bring the same to the level of the new surface and the Company shall



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bear and pay the cost of any diversions alterations renovations repairs or reinstatements of any sewers water mains manholes electric light mains or other apparatus of the council in Wiggshall Road or Cardiff Road which may be reasonably necessary in connection with or in consequence of the execution by the Company of any of the works in this subsection referred to :

- (7) In constructing the embankment for carrying the Croxley Green Branch Railway by this Act authorised across the valley of the River Colne near Holywell the Company shall for the purpose of facilitating the passage of flood waters through the said embankment construct the same with arches which shall together provide a total waterway of a clear width of not less than fifty feet :
- (8) In connection with the construction of the said Croxley Green Branch Railway the Company shall provide and construct a bridge with proper approaches thereto having a clear width of not less than twenty-five feet between the parapets and fences thereof for the purpose of carrying the existing occupation road leading from Vicarage Road to Holywell House over the said branch railway and also a proper communication between the said bridge and the public footpath leading to Brightwells which communication shall have a gradient of one in ten and a width of six feet Provided always that the council shall at their own cost provide the necessary land for construction of the said approaches and communication :
- (9) In constructing the said Croxley Green Branch Railway the Company shall carry the same over the road leading from the sewage works of the council to Holywell House by means of a bridge having a clear span of not less than fifteen feet and a headway of not less than thirteen feet above the centre of such road :
- (10) In connection with the construction of the said Croxley Green Branch Railway the Company shall provide and construct a good and sufficient culvert for containing and protecting the pumping mains of the council laid under the allotment gardens on the sewage farm of the council :

- (11) In connection with the construction of the said Croxley Green Branch Railway the Company shall construct a bridge for carrying Tolpits Lane over the said railway and such bridge shall have a clear width throughout of not less than thirty-six feet between the parapets and fences thereof and in constructing such bridge the Company shall provide under the footpaths on each side proper and sufficient pipeways having a minimum depth of two feet and the Company shall if the council at any time so require afford to the council all reasonable facilities for the construction (and thereafter for the maintenance repair and renewal) of a syphon under the said branch railway where it crosses Tolpits Lane Provided that the construction maintenance repair and renewal of such syphon shall be carried out to the reasonable satisfaction of the principal engineer of the Company:
- (12) In constructing the said Croxley Green Branch Railway the Company shall carry the same over Ascot Road by means of a bridge having a clear span of not less than thirty-six feet:
- (13) All bridges to be constructed by the Company within the district of the council under the provisions of this Act shall be constructed and maintained so as to prevent as far as may be reasonably practicable the dripping of water therefrom:
- (14) All new public roads (including those over bridges and approaches) to be constructed by the Company under the provisions of this Act within the district of the council shall be made up fenced and drained by the Company to the reasonable satisfaction of the council and the footpaths thereof shall be kerbed paved and channelled to the like satisfaction and the footpaths shall be maintained by and at the expense of the Company for one year after the opening thereof:
- (15) Before commencing any works by this Act authorised which will or may pass over or under or so as to interfere with any street road or footpath or any sewer drain or other work vested in or under the jurisdiction or control of the council (all of which are in this section called "the council's works") the Company

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shall forward to the council plans and sections of the proposed works showing the mode and position in which the works are intended to be executed and the manner in which it is proposed to affect or interfere with the council's works as aforesaid and such works shall only be constructed in accordance with such plans and sections as approved by the council (such approval not to be unreasonably withheld) or in case of difference by an arbitrator to be appointed as hereinafter provided Notice of the council's approval or disapproval and the grounds thereof shall be given to the Company within twenty-eight days after the receipt of any such plans and sections and in default of notice within the times aforesaid the same shall be deemed to have been approved by the council :

- (16) The Company shall comply with all reasonable requirements of the council in the execution of the said works and shall provide for the protection of and prevention of injury to the council's property by or by reason of the said works and shall save harmless and keep indemnified the council against all and every the expenses to be occasioned thereby :
- (17) The Company shall during the progress and until the completion of the said works carry out the same with as little interference as possible and in such a manner that persons and vehicles may at all times pass freely along the roadways in the district of the council The Company shall make and carry into effect such arrangements for lighting and watching any part of the council's property interfered with as may be reasonably necessary to prevent any damage danger or accident or as may be reasonably required by the council :
- (18) The surveyor of the council and his assistants or other persons appointed by the council shall from time to time and at all times during the construction of the said works have full power to enter on and inspect the progress and condition of such works to see that the provisions of this Act are being complied with and shall at all times be entitled to have full access to any of the council's property :
- (19) If it shall be necessary in the execution of any of the said works or of any operations of the Company under

this Act to alter either permanently or temporarily or to remove rebuild reinstate re-equip raise lower lay or relay any electric cable main pipeway draw in box sub-station or other electrical apparatus of the council or to support the same or to substitute temporarily or otherwise other apparatus in place thereof or to lay or place under any such apparatus cement concrete or other like substance or to make any temporary connections for continuing a supply of electrical energy such work (and all work subsidiary or incidental thereto) may be carried out by the council and the reasonable costs incurred by them in so doing shall be repaid to them by the Company :

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(20) The Company shall bear and pay and reimburse the council the expenses incurred by them in respect of any works (including the laying of mains and cables) which have been carried out by the council in order to connect their electric supply mains with any property which will be demolished or rendered uninhabitable by the construction of any of the works by this Act authorised and the Company shall also bear and pay the whole cost of any necessary removal of such electric mains and cables less the value of any materials so removed :

(21) All works required to be carried out by the Company under the provisions of this section shall be done under the superintendence and to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the said works and whether in the execution of the said works or in the inspection or superintendence thereof shall be paid to the council by the Company and when any new altered or substituted works or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as similar works would be if constructed and completed by and at the costs charges and expenses of the council :

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- (22) All roadways and footways within the district of the council altered interfered with or disturbed by the Company in carrying into effect the purposes and provisions of this Act shall be by and at the expense of the Company and to the reasonable satisfaction of the council restored and made as good in all respects as they were before the execution by the Company of the works affecting the same :
- (23) The Company shall repay to the council and keep the council indemnified against any damages penalties costs charges or expenses which the council may be legally liable to pay and shall pay in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act :
- (24) The Company shall from time to time pay to the council all rates leviable by or payable to them upon the respective assessments of any lands or property in the urban district of Watford shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made in the month of April one thousand nine hundred and seven notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided that this provision shall not apply in any case in which such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation :
- (25) Any difference which may arise under or in connection with any of the provisions of this section shall be referred to an arbitrator who in default of agreement shall be appointed by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to every such reference.



**49.** If the Company shall require to take more of any of the lands numbered 98 to 127 inclusive in Brondesbury Villas numbered 203 to 233 inclusive in Harvist Road and numbered 235 to 257 in Mortimer Road shown on the plans which have been signed by the agents of the Company and of the Ecclesiastical Commissioners than will leave the minimum open space required by the byelaws of the Willesden Urban District Council to the buildings occupied in connection with any of the said lands the Company shall acquire the whole of such lands on which such minimum open space shall not be left as aforesaid together with the whole of the premises occupied in connection therewith and will re-sell so much thereof to the Ecclesiastical Commissioners as shall not be required for the running lines of the Company at a price to be settled in case of dispute by arbitration pursuant to the provisions in that behalf contained in the Arbitration Act 1889.

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For protection of Ecclesiastical Commissioners.

**50.** For the protection of the trustees of the Commercial Travellers' Schools for Orphan and Necessitous Children (in this section referred to as "the owners") the following provisions shall unless otherwise agreed upon between the owners and the Company have effect (that is to say):—

For protection of trustees of Commercial Travellers' Schools for Orphan and Necessitous Children.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans or described in the deposited books of reference the Company shall not except with the consent of the owners enter upon take use or in any way interfere with any lands belonging to the owners or held or used for the purpose of the said schools other than so much as the Company may require of the lands coloured pink on the plan signed in quadruplicate by Sir Lewis M'Iver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Private Bill Office in that House one copy in the Office of the Clerk of the Parliaments House of Lords one copy retained by the owners and the other copy retained by the Company:

(2) The Company shall in constructing the Widening No. 2 extend the existing subway under the railway of the Company between the points marked on the deposited plans as indicating the distances of five miles and five

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miles one furlong measured from the commencement of that widening so as to afford means of communication under the widened railway equally convenient to that afforded by the existing subway under the existing railway and shall not cause any unnecessary interference with the passage of persons through the said subway and shall if required by the owners provide and maintain to the reasonable satisfaction of the owners an access across the said lands coloured pink to such subway Any difference which may arise between the Company and the owners under this subsection shall be determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the Board of Trade.

For protection of  
Joseph  
Gutteridge  
Smith and  
others.

**51.** For the protection of Joseph Gutteridge Smith or other the owner or owners for the time being of the estate in the parish of Watford Urban in the urban district of Watford and county of Herts known as the Wiggen Hall Estate (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

- (1) In constructing so much of Railway No. 5 or Railway No. 6 as is situate upon the lands of the owner the Company shall not deviate southward from the centre lines of those railways respectively as shown on the deposited plans nor shall the Company acquire any lands of the owner westward of a line drawn at right angles to the centre line of Railway No. 5 at the point marked 3 furlongs on the deposited plans and within a distance of two hundred feet northward of the northern bank of the River Colne :
- (2) The Company shall sow with grass the whole of the side nearest to the residence of the owner of every embankment which they shall construct upon lands of the owner :
- (3) The Company shall purchase and the owner shall sell to the Company all the estate and interests of the owner of and in (A) the portions of the enclosures respectively numbered on the deposited plans 96 and 98 in the said parish of Watford Urban situate on the northern side of the said Railways Nos. 5 and 6 and (B) the enclosures

or portions of enclosures numbered on the deposited plans 82 83 84 86 87 88 89 and 90 in the said parish so far as the same will be situate on the northern or north-eastern side of the said Railway No. 5 The amount of purchase money and compensation to be paid by the Company to the owner in respect of such purchase and sale shall be such as may have been or may be agreed between them or as failing such agreement may be determined under the provisions of this Act with respect to the purchase and taking of lands otherwise than by agreement Provided that if the owner so desire there shall be reserved to him a strip of land of a width of not less than thirty-six feet in such situation as he may reasonably require across the lands (B) hereinbefore described or any of them and across any lands acquired by the Company under the powers of this Act between such lands and the remainder of "The Dell" Provided that the Company shall not be required to reserve the said strip of land in any position which would interfere with the reasonable exercise of their discretion as to the positions of the piers of the viaduct for carrying the railway across the said lands :

- (4) For the purpose of the construction of Railway No. 5 the Company shall not enter upon take or use any part of the private roadway leading from Wiggshall Road to the residence of the owner known as Wiggshall Hall and in constructing the diversion of the said Wiggshall Road by this Act authorised the Company shall not do any thing which will interfere with or prejudicially affect or render less convenient than as at the present time the access from Wiggshall Road aforesaid (as diverted) to the said private road :
- (5) For the purpose of constructing Railway No. 6 across the private road referred to in the last preceding subsection of this section the Company shall not purchase or take any part of the said private road but shall acquire only the easement or right of carrying the said railway thereover in manner hereinafter provided and shall carry the said railway over the said road by means of a girder bridge having a span throughout of not less than thirty-six feet and a clear headway throughout of not less

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than fifteen feet and the Company shall construct and at all times thereafter maintain to the reasonable satisfaction of the owner a bridge sufficient for vehicular traffic of a width between the parapets of not less than thirty-six feet at the point at which Wiggshall Road aforesaid or the said private road crosses the stream forming the northern boundary of the estate of the owner and the said last-mentioned bridge shall be so constructed at the expense of the Company as not to obstruct or impede the free flow of water in the said stream :

- (6) If the Company shall construct an embankment for carrying Railway No. 5 over the lands of the owner between Eastbury Road and the River Colne they shall construct a bridge or opening therein of a span throughout of not less than thirty-six feet and of a clear headway throughout of not less than fifteen feet. The said bridge or opening shall be constructed at or over the site of the strip of land referred to in subsection (3) of this section (if reserved to the owner). If the Company construct a viaduct in lieu of such an embankment as aforesaid they shall so construct the same as to leave an opening therein at the said site of a clear span and headway not less than those hereinbefore prescribed with respect to the bridge or opening hereinbefore referred to :
- (7) In constructing the said railways or either of them across any river or stream which flows by or through the property of the owner the Company shall so construct the same as not to obstruct or interfere with the free flow of water in such river or stream :
- (8) The Company shall so construct and maintain the bridge referred to in subsection (5) of this section and the bridge or opening in the embankment or viaduct referred to in subsection (6) of this section as to prevent as far as reasonably practicable the percolation or dripping of water therefrom and shall construct and maintain on both sides of the railway where the same passes over the said bridge and the said bridge or opening a closed fence or screen not less than four feet six inches in height and extending in both directions

for a distance of not less than forty feet from the centre of the said bridge and the said bridge or opening respectively: A.D. 1907.

- (9) All works to be executed by the Company under the powers of this Act upon any lands of the owner shall be completed as soon as reasonably practicable after the commencement thereof:
- (10) If any question shall arise between the owner and the Company as to whether any requirement of the owner under this section is reasonable such question shall be determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party 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 determination.

**52.** Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal (in this section called "the canal company") apply for the protection of the canal company (that is to say):—

For protection of Grand Junction Canal Company.

- (1) In constructing and maintaining the Croxley Green Branch (in this section called "the railway") across the canal of the canal company (in this section called "the canal") in the parish of Rickmansworth Rural the Company shall not alter the line or level of the canal or of the towing-path or works thereof or other property of the canal company or except temporarily as hereinafter mentioned contract the present width of the waterway or towing-path of the canal or except as hereinafter mentioned obstruct or impede the navigation of the canal or the passage along the towing-path or intercept cut off take use or diminish or allow to escape any of the waters of the canal or damage or interfere with the same or any of the works thereof:
- (2) The Company shall not otherwise than by agreement purchase or take any land or property of the canal company but shall only acquire such an easement



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therein as may be necessary for the purpose of the construction maintenance and use of the railway subject to the restrictions herein contained:

- (3) The railway shall be carried across the canal and towing-path and the wharf property of the canal company on the east side of the canal and the River Gade by means of a viaduct and such viaduct shall have a clear span over the canal and towing-path of not less than sixty feet measured at right angles to the face of the abutments and a clear headway throughout over the canal and towing-path of not less than twelve feet above the weir level of the canal at the point of crossing and over the properties numbered 2 and 4 on the deposited plans in the parish of Rickmansworth Rural by means of two arches each of twenty-two feet span with a clear headway above the surface of the ground to the crown of the arch of not less than sixteen feet each. Provided that if the viaduct be constructed over the properties Nos. 2 and 3 on the said plan in that parish the same shall be constructed with one arch over those properties having a span of not less than sixty feet and a clear headway above the surface of the ground of not less than sixteen feet. The said viaduct shall not at any point above ground exceed thirty-five feet in width in the clear measured at right angles with the parapets. The said viaduct shall be constructed of brick stone steel or iron or any of those materials combined and the piers or abutments thereof shall be placed in such positions as to allow of a clear width of towing-path of ten feet:
- (4) The Company shall in constructing the railway carry the stream marked on the deposited plans as near one mile one furlong nine chains measured from the commencement of the railway under the towing-path by means of a cast-iron pipe of twenty-four inches internal diameter and shall thereafter maintain the same in good repair and condition and free from obstruction:
- (5) The Company shall at all times during the construction of the viaduct and works connected therewith and any future repairs thereof keep an uninterrupted navigable waterway in the canal of not less than thirty feet with

a clear width of towing-path of not less than six feet and a clear headway above the level of such waterway and the adjoining towing-path of not less than nine feet : A.D. 1907.

- (6) The said viaduct and works connected therewith including the pipe referred to in subsection (4) of this section shall be constructed according to plans sections and particulars to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer and such viaduct and works shall be thereafter maintained in good and substantial repair by and at the expense of the Company Provided always that if the said engineer shall for the period of one month neglect or refuse to signify his approval or disapproval of such plans sections and particulars the same shall be deemed to have been approved by him In the event of the Company at any time neglecting after due notice from the canal company to maintain or repair the said viaduct or works including as aforesaid the canal company may repair the same and recover the reasonable expense of so doing from the Company :
- (7) If in the construction maintenance or repair of the said viaduct or works including as aforesaid or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof any damage to the canal or the towing-path or works of the canal company or any obstruction to the navigation of the canal or the passage of traffic along the towing-path or loss of water from the canal shall be at any time occasioned and the canal company shall give the Company notice thereof the Company shall at their own expense forthwith restore the canal towing-path and works of the canal company to the same state and condition as before the happening of such damage or remove such obstruction or prevent such loss of water as the case may require under the superintendence and to the reasonable satisfaction of the engineer of the canal company and in case of their default it shall be lawful for the canal company to do the same and to recover the cost of so doing from the Company :

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- (8) The said viaduct and all works connected therewith shall be completed and all temporary works removed from off the property of the canal company with all due despatch after the commencement thereof:
- (9) If in the construction maintenance or repair of the said viaduct or works including as aforesaid or by reason or in consequence of the construction thereof or of the defect failure or want of repair thereof any obstruction to the navigation of the canal or the passage along the towing-path contrary to the provisions of this section or any leakage or loss of water from the canal shall be occasioned the Company shall indemnify and compensate the canal company in respect of all damage costs and expenses which they may sustain or incur by reason or in consequence of such obstruction leakage or loss of water:
- (10) If any difference shall arise between the Company and the canal company as to any plans or the nature or mode of executing any works or as to the reasonableness of any requirement of the engineer of the canal company under this section the same shall be determined by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company.

For protec-  
tion of North  
Warwick-  
shire Water  
Company.

**53.** For the protection of the North Warwickshire Water Company (in this section called "the water company") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the water company (that is to say):—

- (1) In this section the expression "water main" includes water mains and pipes hydrants valves plugs and water apparatus and appliances belonging to the water company:
- (2) Any relaying altering or diversion of any existing water main or the laying of any additional or substituted water main rendered necessary by reason of the execution of the works by this Act authorised shall after the expiration of three days' notice in writing given by the Company to the water company of the intention to proceed with the same be carried out under the

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superintendence of the water company (if such superintendence be given) and at the cost of the Company and in accordance with plans and particulars to be previously agreed between the Company and the water company or in case of difference settled by arbitration as hereinafter provided. Provided that in case the water company fail to disapprove of the said plans within a period of one month from the date at which the same are delivered to them they shall be deemed to have approved the same. Provided also that any of the works in this section mentioned may be executed by the water company at the cost of the Company if the water company give to the Company notice in writing in that behalf within twenty-one days after the submission of the plans and specifications relating to the same :

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- (3) Any question arising under this section or as to anything to be done thereunder shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either party by the President of the Institution of Civil Engineers.

**54.** For the protection of the Midland Railway Company (in this section called "the Midland Company") the following provision shall apply and have effect:—

Running powers to Midland Railway Company.

The running powers conferred on the Midland Company over the Coventry and Nuneaton Railway of the Company by the Nuneaton and Hinckley Railway Extension Act 1860 as extended by clause 9 of the agreement dated the first day of July one thousand eight hundred and ninety-two made between the Company and the Midland Company are hereby extended and made applicable to the railway at Coventry by this Act authorised.

**55.** For the protection of the Coventry Electric Tramways Company (in this section called "the tramways company") the following provisions shall have effect unless otherwise agreed between the Company and the tramways company (that is to say):—

For protection of Coventry Electric Tramways Company.

- (1) The Company shall not in constructing maintaining and working the railway at Coventry interfere with the tramway of the tramways company or the works and electrical equipment connected therewith or the traffic

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thereon except as in this section otherwise provided and where the said railway is carried over the said tramway by an overbridge such bridge shall notwithstanding anything shown on the deposited sections be so constructed as to provide a clear headway in the centre thereof not less than eight feet in width and seventeen feet in height above the surface of the rails of the said tramway :

- (2) If during the work of constructing or maintaining the railway at Coventry where the same passes under the tramway of the tramways company it shall be necessary or expedient temporarily to interfere with the said tramway the Company shall cause such interference to be so conducted that the service of tramcars shall not be interrupted between five o'clock in the morning and midnight of any day and the Company shall during the progress of and until the completion of such work maintain any such temporary works and provide such lighting and watching as may be necessary to prevent injury to all persons and vehicles using the tramway and on the completion of such work the tramway shall by and at the expense of the Company be restored to as good a state and condition as the same was in before the commencement of such work and the Company shall indemnify the tramways company against all costs and expenses (if any) to which they may be put by reason of such work as aforesaid :
- (3) Before commencing the construction of any bridge over or under the tramway of the tramways company the Company shall give fourteen days' notice in writing to the tramways company of their intention to construct the same and such notice shall be accompanied by a plan and section of the intended works and such works shall be so constructed and maintained as regards any interference with the wires or works of the tramways company as the tramways company may reasonably require and the tramways company may attach such wires and insulators to any such bridge as may be necessary Provided that the method of attaching and the position of any such wire or insulator shall be subject to the reasonable approval of the principal engineer of the Company :



- (4) If and when the Company shall require to repair or paint any such bridge the tramways company shall in order to ensure the safety of the workmen employed in such repairing or painting cut off the electric current from the trolley wires under such bridge at such times as shall be reasonably required by the principal engineer of the Company and as shall not unduly interfere with the traffic on the tramways unless the tramways company shall have previously adopted some other means of protection to workmen which shall have been approved by the said principal engineer : A.D. 1907.
- (5) The costs reasonably incurred by the tramways company in altering for the purposes of this section the position of any wire standard or other work or apparatus used by the tramways company shall be borne and paid by the Company :
- (6) If any difference shall arise between the Company and the tramways company under this section such difference shall be referred to and determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either the Company or the tramways company by the Board of Trade.

**56.** For the protection of the Warwickshire County Council the following provision shall have effect unless otherwise agreed in writing between the Company and the said council (that is to say) :— For protection of Warwickshire County Council.

The bridge to be constructed for carrying the railway at Coventry over the public road numbered on the deposited plans 3 in the parish of Foleshill and known as Stoney Stanton Road shall notwithstanding anything shown on the deposited sections be constructed with a span of not less than forty-eight feet measured on the square and the Company shall not in constructing the said railway alter the level of the said road.

**57.** For the protection of the mayor aldermen and citizens of the city of Coventry (in this section called "the corporation" and "the city" respectively) the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect with respect to the railway at Coventry (in this section called "the railway") (that is to say) :— For protection of Coventry Corporation.

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- (1) The bridge carrying the railway over Binley Road shall be a girder bridge constructed with a clear span of not less than fifty-seven feet six inches and of a clear headway throughout of not less than seventeen feet from the surface of the roadway :
- (2) The bridge carrying the railway over Sowe Road otherwise Walsgrave Road shall be a girder bridge and shall be constructed with a clear span of not less than forty-five feet and of a clear headway throughout of not less than seventeen feet from the surface of the roadway and the bridges over both the said roads shall be faced with bricks and with stone strings and copings to the reasonable satisfaction of the corporation and the parapets shall be of cast iron of a reasonably ornamental character :
- (3) The Company shall at their own expense construct bridges of a width of forty feet between the parapets with approaches of proper gradients thereto to carry over the railway the respective roads shown in pink on the plan signed in duplicate by Edward Baylies Thornhill on behalf of the Company and by Joseph Eaves Swindlehurst on behalf of the corporation and the Company shall also at their own expense carry the railway by means of a bridge with a clear headway of not less than sixteen feet from the surface of the roadway over a new road to be constructed by the Company in the line shown on the said plan leading from Humber Avenue at a point opposite Saint George's Road to and under the said bridge and the Company shall construct the said new road with a gradient of not more than one in twenty from Humber Avenue to the said bridge and they shall also at their own expense construct an approach road of a width of forty feet and of a gradient of not more than one in twenty from the existing level of the land on the eastern side of the railway to the level of the road under the bridge :
- (4) The Company shall construct and maintain proper and substantial parapets or screens of not less than six feet in height above the surface of the roadway or above the rails as the case may be on both sides of the said

bridges in all cases as well as in the case of the bridge carrying Foleshill Road over the railway. The Company shall not use the parapets screens or abutments of the bridges in the city for advertising purposes but nothing shall preclude the Company from affixing thereto notices relating to the business of the Company and the Company shall construct and shall at all times maintain such of the said bridges as cross over roads as far as reasonably practicable water-tight so as to prevent water from percolating on the surface of the roadway :

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- (5) The Company shall not stop up the footpath numbered 9 and 10 on the deposited plans for the city of Coventry until they shall have carried the diversion of the said footpath authorised by this Act over the railway by means of a footbridge of not less than six feet in width with convenient approaches thereto by steps to carry the said diversion across the railway :
- (6) The Company shall carry the footpath numbered 2 on the deposited plans for the city of Coventry and 4 on the deposited plans for the parish of Saint Michael-without-Coventry under the railway as nearly as possible in the present line of the footpath by means of a subway not less than eight feet wide and with a clear headway throughout of not less than ten feet from the surface of the path :
- (7) The Company shall carry the footpath numbered 97 and 98 and the footpath numbered 103 on the deposited plans for the city of Coventry over the railway by means of footbridges six feet in width with convenient approaches thereto :
- (8) Notwithstanding anything contained in subsections (5) (6) and (7) of this section the Company may with the consent of the corporation in lieu of constructing the footbridges or subway therein referred to divert the said footpaths to any occupation or other bridge which the Company may construct near to the said footpaths :
- (9) Immediately upon the completion of the said footbridges and subway in accordance with this Act to the satisfaction of two justices to be certified as in this Act

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provided all public rights of way for foot passengers over so much of the said footpaths for which the said footbridges and subway have been substituted shall be extinguished :

- (10) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Company not liable to repair surface of road level of which is not permanently altered" the Company shall maintain the structure of all bridges in the city and the surface of the roads and footpaths over such bridges :
- (11) The Company shall construct and complete to the reasonable satisfaction of the corporation roads forty feet in width over the bridges and approaches (such approaches to include any land acquired by the Company between the adjoining land and the commencement of the gradient of the approach) mentioned in subsection (3) of this section and shall to the like satisfaction form sewer kerb channel metal and pave and make good with hard stone and properly fence such roads and thereafter maintain the roads over the said bridges for ever and also the roads over the said approaches for a period of five years and after the expiration of such period the corporation shall take over the roads on the said approaches The Company shall hand over the roads on the said approaches to the corporation in a condition satisfactory to them and the Company shall at all times thereafter maintain the embankments of the approaches so as to afford proper support for the roads thereon and shall also maintain the fences on each side of such roads in good condition :
- (12) Notwithstanding anything shown on the deposited plans the Company shall not take or interfere with any part of Swan Lane :
- (13) In constructing the bridges to be provided under the provisions of this section to carry roads over the railway the Company shall at their own expense provide and thereafter maintain proper accommodation for the corporation's sewers and gas water and electric mains pipes and apparatus but (except in the case of Foleshill Road) such mains and pipes shall not exceed

twelve inches internal diameter and the Company shall so construct the said bridges as to allow of a depth of three feet between the surface of the road and the gas and water mains and pipes of the corporation unless such mains or pipes are covered with non-conducting composition at least three inches in thickness :

- (14) All the piers or abutments and foundations of every bridge constructed under the powers of this Act over any street in the city shall extend and be made below the surface of the ground to such depth below the level of existing sewers drains water gas electric or other mains pipes works or apparatus of the corporation as shall be necessary for the purpose of insuring the permanent stability of the railway and as shall be sufficient to allow the corporation to make and construct repair or relay any sewers drains water gas electric or other mains pipes works or apparatus which under or by virtue of any Act of Parliament the corporation are or may at any time hereafter be authorised to lay down construct and deposit :
- (15) Prior to the commencement of any foundations for such piers or abutments the Company shall furnish to the corporation a section showing the proposed minimum depth of such foundations and if the corporation shall not within fourteen 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 The inside face of the piers or abutments of every bridge shall not encroach upon any street above the level of the surface thereof and no openings whatever shall be placed in any such piers or abutments :
- (16) Before obstructing or breaking up any public street in the city under the powers of this Act the Company shall give to the corporation fourteen days' notice in writing of the intention to commence such works and the works so far as the same affect such street shall be carried out by the Company to the reasonable satisfaction of the corporation In all cases where streets in the city are intended temporarily to be stopped



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diverted or interfered with during the construction of the railway fourteen days' notice of the intention to commence such works shall be given to the corporation and the Company shall provide accommodation for the traffic and access to houses and other places affected thereby and make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction :

- (17) In any case where any house or other building intended to remain standing shall be severed by the Company they shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances :
- (18) The cost of any lamps sewers drains water gas electric or other mains pipes works or apparatus of the corporation which may be rendered useless by the works authorised by this Act shall be paid to the corporation by the Company except in cases where substituted lamps sewers drains water gas electric or other mains pipes works or apparatus have been provided by the Company and the same shall then become the property of the Company Provided always that the corporation may at their option retain the use of such existing sewers drains mains pipes works or apparatus which pass under any streets or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway :
- (19) The flags paving stones and other materials in any street in the city which may be stopped up or interfered with by the Company in the construction of the railway shall remain the property of the corporation and may be removed by them Provided always that if the Company in the exercise of the powers of this Act temporarily interfere with any such street they may use such flags paving stones or other materials for the purpose of reinstating such street without making payment therefor :
- (20) If it shall be necessary for the purpose of the construction of the railway to divert alter or interfere with any

sewers or drains or any of the water gas electric or other mains pipes works or apparatus of the corporation or to support the same or to substitute temporarily or otherwise other sewers drains mains pipes or apparatus or to lay or place under any such sewer drain main pipe or apparatus cement concrete or other like substance such diversion or alteration in the position or otherwise of any such sewer drain or water gas electric or other main pipe work or apparatus or other work which may be required for the purpose of the construction of the railway shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street and to make the same fit for traffic :

- (21) No existing sewer drain water gas electric or other main pipe work or apparatus of the corporation shall be diverted disturbed altered or interfered with by the Company in the construction of the railway or at any time thereafter until a substituted sewer drain water gas electric or other main pipe work or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the city surveyor the free and uninterrupted flow and passage of sewage water gas electricity or other matter through the same respectively The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water gas electric or other main pipe work or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be payable by the Company to the corporation :
- (22) The above provisions in the last two preceding subsections shall extend and apply to any place (whether in a street or elsewhere) where the railway shall be constructed under or over any sewer drain water gas electric or other main pipe work or apparatus belonging to or under the control of the corporation :
- (23) Where the railway passes under any street whether public or private suitable arrangements shall be made

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in and at the time of the construction of the railway by and at the cost of the Company for the carrying and protection of the present and future water gas electric or other mains pipes works or apparatus belonging to or under the control of the corporation and also of their sewers and drains and of any diversions thereof respectively or substitutions therefor in accordance with plans to be submitted to and reasonably approved by the city surveyor :

- (24) If any interruption in the supply of water gas or electricity by the corporation shall without the written authority of the corporation be in any way occasioned either by the execution of the works by this Act authorised or of any protective works or by the acts or defaults of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in connection with such works the Company shall notwithstanding any other provision in this section pay to the corporation all loss costs damages and expenses which the corporation may sustain or incur by reason of such interruption :
- (25) The Company shall provide a brick culvert not less than three feet in width and having a clear space of not less than eighteen inches above the top of the sewer or water main in the line of the existing eighteen-inch foul-water sewer of the corporation on the land numbered on the deposited plan 3 in the parish of Saint Michael-without-Coventry and over the respective seven-inch water mains of the corporation on the land numbered on the said plan 73 74 76 and 79 in the city and parish of Coventry :
- (26) The Company shall plant the side of the railway embankment facing Gosford Green between Binley Road and Walsgrave Road with laurels or other similar shrubs to the reasonable satisfaction of the corporation :
- (27) If any difference shall arise between the Company and the corporation with respect to any matter under this section or as to anything to be done or not to be done under the foregoing provisions of this section the matter in difference shall be referred to and

settled by an arbitrator to be agreed on between the Company and the corporation or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1907.

**58.** The Company shall not stop up the existing footpath across the Company's existing London and Birmingham Railway west of the bridge carrying Folly Lane over that railway until they have constructed and dedicated to the public a footpath four feet in width along the southern side of that railway from the point where the said existing footpath touches the southern boundary of the Company's land to Folly Lane and shall provide a clap gate to give access from such new footpath to Folly Lane. Notwithstanding anything shown on the deposited plans the Company shall not in any way interfere with the public rights of way over so much of the existing footpath as lies on the southern side of the said railway or on the northern side of the railway at Coventry as constructed. For protection of Coventry Rural District Council.

**59.** For the protection of the trustees of the charity called Bond's Hospital in the city of Coventry (in this section referred to as "the trustees") the following provisions shall unless otherwise agreed between the Company and the trustees apply and have effect (that is to say):— For protection of Bond's Hospital.

(1) In constructing the railway at Coventry through the property of the trustees abutting upon Swan Lane in the said city the Company shall construct and complete to the satisfaction of the trustees bridges for roadways over the said railway at—

(A) The point where the same will cross the sewer of the corporation constructed through the said property of the trustees; and

(B) At or near the point where the railway crosses the southern side of the said property of the trustees;

Such bridges shall have a clear width between the parapets of not less than forty feet and parapets not less than six feet in height and approaches on either side thereof with inclinations not steeper than one in twenty and fences on both sides of such approaches

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not less than four feet in height and the Company shall to the satisfaction of the trustees maintain such bridges and approaches :

- (2) The Company shall for the use of the trustees their successors and assigns lessees and tenants and all persons authorised by them or any of them construct and complete to the reasonable satisfaction of the trustees roadways forty feet in width over the bridges and approaches (such approaches to include any land acquired by the Company between the adjoining land and the commencement of the gradient) mentioned in the last preceding subsection and shall to the like satisfaction form pitch channel kerb pave and make good with hard stone and properly fence such roadways and thereafter maintain the roadways over the said bridges for ever and also the roadways over the said approaches for a period of five years unless before the expiration of such period the same are taken over by the sanitary authority and if and when the trustees make application to the sanitary authority requiring such authority to take over the road leading to either of the said bridges as a public street repairable by the inhabitants at large the Company shall at the same time apply to the said sanitary authority to take over in like manner the roadways on the approaches to such bridges :
- (3) The Company shall if and when so required by the trustees construct near the southern boundary of the said property of the trustees culverts of such capacity as the trustees may reasonably require not exceeding twelve inches for the purpose of carrying sewage under the said railway :
- (4) If any difference shall arise between the trustees and the Company under the provisions of this section the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of  
Honourable  
Cecil Saumarez Irby.

**60.** For the protection of the Honourable Cecil Saumarez Irby (hereinafter in this section called "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—



In the construction of the railway at Coventry the Company shall construct a bridge for the purpose of carrying a road under the railway at the point where the existing footpath from Folly Lane to Charterhouse Mill crosses the boundary of the county borough or at some point to be agreed upon between the owner and the Company. Such bridge shall have a clear width between the piers or abutments thereof of not less than forty feet and a clear headway of not less than sixteen feet above the present level of the ground and the owner shall be entitled to construct and maintain a road underneath such bridge and over any lands acquired by the Company for the purpose of getting access through the bridge to Folly Lane. A.D. 1907.

**61.** For the protection of the Holywell Rural District Council and the Holywell Urban District Council (in this section referred to for their respective interests as "the council") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed between the council and the Company be observed and have effect (that is to say):— For protection of Holywell Rural and Urban District Councils.

The Company shall construct and maintain to the reasonable satisfaction of the council footbridges over the Holywell Railway at the points where it crosses the footpath at or near a point marked on the deposited plans three furlongs from the commencement of that railway in the rural district of Holywell and the footpath at or near a point marked on the deposited plans six furlongs from the commencement of that railway in the urban district of Holywell. If any difference shall arise between the Company and the council under this section such difference shall be determined by an engineer to be appointed (unless otherwise agreed) on the application of either party by the President of the Institution of Civil Engineers.

**62.** For the protection of the National Telephone Company Limited (in this section referred to as "the telephone company") the following provisions shall apply and have effect (that is to say):— For protection of National Telephone Company Limited.

- (1) The Company shall not at any time during the currency of the telephone company's licence from the Postmaster-General to conduct telephonic business remove

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or interfere with any poles wires pipes conduits or other apparatus (in this section referred to as "apparatus") of the telephone company situate on any lands acquired by the Company under the powers of this Act except where the Company require so to do for the purposes of their undertaking and in such case the Company shall at their own expense prior to any such interference provide substituted apparatus in such positions as may be reasonably approved by the telephone company and if at any time during the currency of the said licence the Company shall require to remove or interfere with such substituted apparatus they shall provide other substituted apparatus in accordance with the foregoing provisions of this section:

- (2) If any difference arises under this section between the Company and the telephone company such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Alteration of Post Office telegraphs in connection with Holywell Railway.

**63.** In case the construction of the railway (to be called "the Holywell Railway") authorised by this Act involves the alteration or removal of Post Office telegraphs existing on along or across the disused portion of railway between Holywell and Greenfield the said telegraphs shall (if required by the Postmaster-General) be at the Company's expense placed on along or across (as the case may be) the said railway authorised by this Act.

Power to make additional archway and acquire lands at Bootle.

**64.** Subject to the provisions of this Act the Company may in accordance with the deposited plan and section relating thereto make and maintain in the parish of Bootle-cum-Linacre in the county borough of Bootle in the county of Lancaster an additional archway or opening under Derby Road on the north-west side of and adjoining the existing archway by which the Company's Bootle Extension Railway passes under that road and may enter upon take and use and may hold for the purposes of their undertaking certain lands in the said parish and county borough delineated on the deposited plans and described in the deposited books of reference and lying between and adjoining Derby Road and the Company's Alexandra Dock Goods Station and on both sides of and adjoining Grimshaw Street including the site of that street.

**65.** The Company may as from the date of the acquisition of the site thereof stop up the road in the parish of Bootle-cum-Linacre in the county borough of Bootle in the county of Lancaster known as Grimshaw Street and thereupon all rights of way over that road shall be extinguished but such road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree:

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Power to  
stop up road  
at Bootle.

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.

**66.** For the protection of the mayor aldermen and burgesses of the county borough of Bootle (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed in writing between the corporation and the Company (that is to say):—

For protec-  
tion of cor-  
poration of  
Bootle.

(1) Twenty-eight days before commencing the work of constructing the additional archway or opening under Derby Road in the county borough of Bootle authorised by this Act the Company shall give to the corporation notice in writing of the intention to commence such work accompanied by plans and sections of the said archway or opening and such work shall so far as the same shall affect Derby Road be carried out to the reasonable satisfaction of the corporation or their engineer and the Company shall make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation or their engineer and shall maintain such fences and lights to the like satisfaction:

(2) If during the work of constructing or maintaining the said archway or opening it shall be necessary or expedient temporarily to remove or interfere with the tramway of the corporation which passes along the said road or any part thereof the Company shall to the reasonable satisfaction of the corporation or their engineer cause such removal or interference to be so conducted that at all times during the progress of such

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work tramcars may pass and repass along the said road without any unnecessary interruption and on the completion of such work the corporation may at the expense of the Company restore the said tramway and road to as good a state and condition as the same were in before the commencement of such work:

- (3) If in executing the said work it shall be necessary to interfere with any existing sewer or manhole belonging to the corporation the Company shall alter or reconstruct the said sewer or manhole to the reasonable satisfaction of the corporation or their engineer but such sewer or manhole when altered shall in any case be as efficient as the existing sewer or manhole:
- (4) The Company shall give fourteen days' notice in writing to the corporation of the intention to stop up Grimshaw Street and thereupon the corporation may at the expense of the Company remove the existing lamp posts in the portion of Grimshaw Street to be stopped up and may at the like expense do all work in connection with the alteration of the mains and pipes supplying gas to such lamp posts rendered necessary in consequence of the stopping up of Grimshaw Street:
- (5) If any difference shall arise between the corporation and the Company under this section the same shall be referred to and determined by a single arbitrator pursuant to the provisions of the Arbitration Act 1889.

For protection of  
Liverpool  
Corporation.

**67.** For the protection of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed in writing between the corporation and the Company (that is to say):—

- (1) Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previously to the severance or interference be made by the corporation at the reasonable expense of the Company:
- (2) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes

shall become necessary the same shall be laid down by the corporation at the reasonable expense of the Company : A.D. 1907.

- (3) Whenever by the appropriation or destruction of property by this Act authorised any water mains or pipes laid by the corporation for the supply of such property are rendered unnecessary the Company shall pay the corporation the reasonable cost of laying an equivalent length of water mains or pipes and the reasonable cost of the works required for the discontinuance of such water mains or pipes rendered unnecessary and the water mains and pipes so rendered unnecessary shall be the property of the Company :
- (4) If any difference shall arise between the corporation and the Company under this section with respect to the cost of any work to be paid for by the Company such difference shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

**68.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the purposes of their undertaking and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company the lands hereinafter described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :— Power to acquire additional lands &c.

In the county of Buckingham—

Certain lands in the parish and urban district of Linslade near the Leighton Station of the Company lying on the east side of and adjoining the Company's London and Birmingham Railway and on the north side of and adjoining Old Road and being the houses and premises known as "Sunnyside" and No. 2 Old Road respectively :

In the county of Stafford—

Certain lands in the parish and urban district of Tipton lying on both sides of and adjoining the Company's



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Prince's End Branch Railway and on the west side of and near to and in part adjoining the Birmingham Canal ;

Also certain other lands in the same parish and urban district lying on the south side of and adjoining the said railway between the Birmingham Canal and Ocker Hill Road ;

Also certain other lands in the same parish and urban district lying on the north side of and adjoining the said railway and on the west side of and adjoining Ocker Hill Road ;

Certain lands in the parish and county borough of Walsall lying on the east side of and adjoining the lands of the Company on the east side of and adjoining their South Staffordshire Railway and south of and adjoining Wednesbury Road near Pleck Junction and extending for a distance of four hundred and fifty-five yards or thereabouts from the said road :

In the county of Lancaster—

Certain lands in the parish and county borough of Preston lying on the east side of and adjoining the Company's Lancaster and Carlisle Railway and bounded on or towards the south by the Lancaster Canal on or towards the north-east in part by Green Bank Street and in part by Joseph Foster and Sons' engineering works and on or towards the north-west by Aqueduct Street and when the Company have acquired the said lands and the railways situate thereon all the said railways shall as from the date of such acquisition become part of the undertaking of the Company ;

Also certain other lands in the same parish and borough lying on the west side of and adjoining the Company's said railway and on the north side of and adjoining the said canal :

In the county of Cumberland—

Certain lands in the parish of Workington in the borough of Workington lying on the north-west side of and adjoining the Company's Whitehaven Junction Railway and on the south-west side of and adjoining the Company's signal department yard at Workington.

**69.** The Company and the Great Western Company or either of them with the consent of the other may enter upon take use and appropriate for the purposes of or connected with their Shrewsbury and Hereford Railway the lands hereinafter described delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

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Power to  
Company  
and Great  
Western  
Company to  
acquire lands.

In the county of Salop—

Certain lands in the parish of Bromfield lying on the north side of and adjoining the said Shrewsbury and Hereford Railway and on both sides of Bromfield Station.

**70.** Any road or footpath or portion of road or footpath to be 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 repaired and maintained by and at the expense of the Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths of the same nature within the parishes in which such road or footpath or portion of road or footpath will be situate are from time to time liable to be repaired or maintained.

Provision as  
to repair of  
roads and  
footpaths.

**71.** Where this Act authorises the diversion of a road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Stopping up  
roads and  
footpaths in  
case of  
diversion.

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 date of the said certificate all rights of way over or along the existing road or footpath or portion 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 to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath 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

A.D. 1907. be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

**72.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company or the Company and the Great Western Company 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.

Period for compulsory purchase of lands.

**73.** The powers of the Company or the Company and the Great Western Company as the case may be for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

**74.** 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 Company or the Company and the Great Western Company 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 said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

**75.** And whereas in the construction of the railways and widenings by this Act authorised or otherwise in the exercise by 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 First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

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- (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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined 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

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order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry 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 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:

Provided always that as regards the properties mentioned in the said schedule and numbered on the deposited plans 220 to 245 inclusive in the metropolitan borough of Hampstead 41 to 74 inclusive in the urban district of Willesden and 92 in the city and county borough of Coventry the provisions of this section shall not apply in the event of the Company requiring to take (otherwise than by agreement) any part of the building or structure of any house forming part of any such property.



**76.** Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall not enter upon take or use any portion of the surface of the properties shown upon the deposited plans of the underground railways and described and referred to in the Second Schedule to this Act but the Company may purchase and take and the owners of and other persons interested in any of the said properties shall sell an easement or right of using the subsoil and under-surface thereof for the purposes of the underground railways and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts Provided always that the Company shall not acquire an easement or right of using the subsoil and under-surface of any such property the ground surface of which is at a less height than forty feet above the crown of the tunnel as the same shall be constructed.

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Easements  
only to be  
taken under  
certain pro-  
perties.

**77.** Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not enter upon take use or interfere with any portion of the surface of the properties shown upon the said plans and described and referred to in the Third Schedule to this Act or of the subsoil thereunder except so much of such subsoil as is already vested in the Company.

Restriction  
on acqui-  
sition of any  
part of cer-  
tain proper-  
ties.

**78.** With respect to the properties shown on the deposited plans of the subway which are described or referred to in the Fourth Schedule to this Act notwithstanding anything contained in this Act or the said plans the Company shall not be required to purchase or take the same or any part of the surface thereof but the Company may purchase and take and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil and under-surface thereof for the purposes of the undertaking of the Company and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of

Owners may  
be required  
to grant ease-  
ments only  
under certain  
properties  
for subway.

[Ch. lxxxvii.] *London and North Western Railway* [7 EDW. 7.]  
Act, 1907.

A.D. 1907. disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts.

Extending time for sale of certain superfluous lands of Company.

**79.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold or sell and dispose of any superfluous lands connected with the railways described or mentioned in the Fifth Schedule to this Act are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Certain railways may be worked by electrical power.

**80.** The Company may at any time work by electrical power or partly by electrical and partly by other mechanical power the traffic on the railways and widenings by this Act authorised to be constructed in the counties of London Middlesex and Hertford or any part thereof and for that purpose may lay down maintain and use along upon in or under any such railways and widenings and upon in or under any lands of the Company electric cables mains wires engines carriages generating stations and apparatus necessary or convenient for transmitting electrical energy or for such working:

Provided that before commencing any works under the powers of this section within one hundred feet of any existing railway used for the conveyance of passengers the Company shall submit plans of any such works for the approval of the Board of Trade and no such works shall be commenced until the same have been approved by them Provided also that the Board of Trade may if they see fit give such approval on the condition that the works are submitted to them for inspection and that in any case in which approval is so given the works shall be subject to the provisions of sections 4 to 6 of the Regulation of Railways Act 1842 as extended by section 5 of the Regulation of Railways Act 1871.

Lands for generating stations.

**81.** Subject to the provisions of this Act the Company may appropriate and use for the purposes of stations for generating electrical energy and for providing and working thereon engines dynamos and other electrical plant and works the lands hereinafter described (that is to say):—

Certain lands in the parish of Twyford Abbey in the urban district of Greenford the parish and urban district of

Willesden and the parish and urban district of Wembley all in the county of Middlesex now belonging or reputed to belong to the Company and bounded on or towards the north-west by an imaginary line drawn at right angles to the Company's London and Birmingham Railway in a north-easterly direction from a point on that railway eight hundred and fifty yards south-east of Harrow Road at Sudbury and Wembley Station and extending to the stream or watercourse which passes under the said railway a quarter of a mile or thereabouts south of Sudbury and Wembley Station and flows into the River Brent on or towards the north and north-west in part by the said stream or watercourse and in part by the River Brent on or towards the south by the public footpath leading from the Coach and Horses public-house at Stone Bridge to the viaduct carrying the said railway over the River Brent and on or towards the south-west by the Company's London and Birmingham Railway and works.

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**82.** The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages:—

Provisions  
as to use of  
electrical  
power.

- (1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance:
- (2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus:
- (3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric

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wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :

- (4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking :
- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :
- (6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :
- (7) When any department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that department

the Board of Trade after such inspection or inquiry as they may think proper may by their regulations require the Company to use such reasonable and proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection. For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the Company's works and apparatus be accompanied by any person or persons appointed in that behalf by the Government department concerned and the Company shall give all due facilities for the inspection. Provided always that in the case of any observatory or laboratory established after the passing of this Act or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the passing of this Act the Board of Trade shall consider to what extent if any it is expedient in the interests of the public that the powers of this subsection should be exercised regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be :

- (8) The Company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof. Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order :



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- (9) The expression "Company" in this section includes licencees and any person owning working or running carriages over any railway of the Company.

For protection of Postmaster-General's telegraphic lines.

**83.**—(1) Nothing in this Act contained shall be deemed to authorise the Company to do any act which shall take away or prejudicially affect the right of way over the Company's system of railways for the construction of telegraphs granted by the Company to the Postmaster-General by an indenture dated the eighteenth day of October one thousand eight hundred and seventy-five and made between the Company of the one part and the Right Honourable John James Robert Manners (commonly called Lord John Manners) Her late Majesty's then Postmaster-General of the other part or any other rights conferred upon the Postmaster-General by the said indenture or enjoyed by the Postmaster-General by virtue of any statute or agreement in relation to any railways for the time being owned leased or worked by the Company.

(2) In relation to any telegraphic lines of the Postmaster-General laid down or placed by him on or along any railway of the Company the following provisions shall without prejudice to any of the provisions of the said indenture have effect in the event of such railway being worked by electricity:—

(A) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration:

(B) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

- (c) Before any electric line is laid down or any act or work for working the railway by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration: A.D. 1907.
- (d) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations :
- (e) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :

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- (f) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :
- (g) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :
- (h) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :
- (i) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :
- (j) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a company within the meaning of that Act :
- (k) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

(3) In relation to any telegraphic lines of the Postmaster-General other than those laid down or placed by him on or along any railway of the Company the following provisions shall have effect in the event of such railway being worked by electricity :—

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- (A) The Company shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines :
- (B) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of the undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations :
- (c) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other person generating or using electrical currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments (by working their generating stations running their cars or otherwise working any part of their undertaking or in case of continuous working by stopping the current generated for the purpose of their undertaking at such times as would not unduly interfere with the traffic) as he may deem necessary to enable him to discover which of the undertakings causes the disturbance and such tests shall be carried out by the Company as and when required by the Postmaster-General :

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- (D) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:
- (E) In this section the expression "electric line" has the same meaning as in the Electric Lighting Act 1882 and the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878:
- (F) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid.

As to  
generating  
stations.

**84.** The Company shall not erect any generating station or take a supply of energy for the purposes of the section of this Act of which the marginal note is "Certain railways may be worked by electrical power" from any generating station unless the site for such generating station is specified in an Act of Parliament or in an Order confirmed by or having the effect of an Act of Parliament Provided always that this section shall not apply to any sub-station for the transformation and distribution of electrical power or to any station which may be in existence and which shall not be extended beyond the limits of the site occupied by the buildings of such station at the time of the passing of this Act.

Power to  
Company to  
raise addi-  
tional money  
by creation  
of shares or  
stock.

**85.** The Company may raise for the purposes of this Act and any other Act of the present session of Parliament and for the general purposes of their undertaking (being in every case purposes to which capital is properly applicable by the Company) by the creation and issue of shares or stock such capital as they shall think necessary not exceeding two million seven hundred thousand pounds exclusive of any other capital which they are or may be authorised to raise by this or any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit and any preferential stock created under the powers of this Act or



of the London and North Western Railway Acts 1902 1904 1905 and 1906 shall be deemed to be part of and shall rank pari passu with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing London and North Western Railway Four per centum Preference Stock 1902. A.D. 1907.

**86.** The Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares of Company not to be issued until one-fifth part thereof shall have been paid up.

**87.** The capital created by the Company under this Act and the shares or stock therein and the holders thereof respectively (except any capital and the shares or stock therein to which a preferential dividend is attached and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital. Except as otherwise provided new capital of Company to be subject to same incidents as ordinary capital.

**88.** Every person who becomes entitled to any shares or stock created by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend either preferential or ordinary as the case may be with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock. Dividends on new shares or stock of Company.

**89.** The holders of the shares or stock created by the Company under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by the London and North Western Railway (Consolidation) Act 1846 as amended by subsequent Acts: Votes and qualifications in respect of new shares or stock of Company.

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up:

Provided also that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of

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New shares or stock raised by Company under this Act and any other Act of past or present sessions may be of same class.

**90.** Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to Company to borrow.

**91.** The Company may in respect of the additional capital of two million seven hundred thousand pounds which they are by this Act authorised to raise borrow on mortgage of their undertaking any sums not exceeding in the whole nine hundred thousand pounds and of that sum they may borrow from time to time not exceeding two hundred and twenty-five thousand pounds in respect of each six hundred and seventy-five thousand pounds of the said additional capital but no part of any of the said sums of two hundred and twenty-five thousand pounds shall be borrowed until shares for so much of the respective portion of the said additional capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of the respective portion of the said capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the respective portion of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also if the said respective portion of capital is raised by shares

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that such persons or their executors administrators successors or assigns are legally liable for the same. A.D. 1907.

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

**92.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. For appointment of a receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

**93.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock of the Company at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. Company may create debenture stock.

**94.** All mortgages or bonds granted or to be granted by the Company under the authority of any former Act relating to the Company shall during the continuance thereof and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over any mortgages granted by the Company by virtue of this Act. Existing mortgages of Company to have priority.

Nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

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Application  
of moneys by  
Company.

**95.** All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes for which they are respectively by this Act authorised to be raised being in every case purposes to which capital is properly applicable.

Receipt to  
Company in  
case of per-  
sons not sui  
juris.

**96.** If any money is payable by the Company to a holder of shares or stock in the Company or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to  
Company to  
apply corpo-  
rate funds  
to purposes  
of Act.

**97.** The Company may apply to any of the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company already passed or to be passed in the present session of Parliament and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not  
to be paid on  
calls paid up.

**98.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for  
future Bills  
not to be  
paid out of  
capital.

**99.** The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Great  
Western  
Company  
may apply  
corporate  
funds.

**100.** The Great Western Company may apply for or towards all or any of the purposes of this Act in which they are interested to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

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**101.** Nothing in this Act contained shall exempt the Company or the Great Western Company 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 commencement 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.

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Provision as  
to general  
Railway  
Acts.

**102.** 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 Company.

Costs of Act.



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A.D. 1907. The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PARTS ONLY ARE REQUIRED TO BE  
TAKEN.

No. on deposited Plans.	Parish or other Area.	Description of Property.
RAILWAYS AND WIDENINGS BETWEEN EUSTON AND WATFORD.		
RAILWAY No. 3.		
7	Metropolitan borough of Hampstead	Garden.
8	" " "	Garden.
9	" " "	Garden.
10	" " "	Garden.
11	" " "	Garden.
12	" " "	Garden and greenhouse.
13	" " "	Garden.
14	" " "	Garden.
15	" " "	Garden.
16	" " "	Garden and greenhouse.
17	" " "	Garden.
18	" " "	Garden.
19	" " "	Garden.
220	" " "	House and garden.
221	" " "	House and garden.
222	" " "	House and garden.
223	" " "	House and garden.
224	" " "	House and garden.
225	" " "	House and garden.
226	" " "	House and garden.
227	" " "	House and garden.
228	" " "	House and garden.
229	" " "	House and garden.
230	" " "	House and garden.
231	" " "	House and garden.
232	" " "	House and garden.
233	" " "	House and garden.
234	" " "	House and garden.
235	" " "	House and garden.
236	" " "	House and garden.
237	" " "	House and garden.
238	" " "	House and garden.
239	" " "	House and garden.
240	" " "	House and garden.
241	" " "	House and garden.
242	" " "	House and garden.
243	" " "	House and garden.
244	" " "	House and garden.
245	" " "	House yard workshop stables and outbuildings.

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No. on deposited Plans.	Parish or other Area.	Description of Property.
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WIDENING AND ALTERATION No. 1.

192	Metropolitan borough of Hampstead	Garden.
193	" " "	Garden.
194	" " "	Garden.
195	" " "	Garden.
196	" " "	Garden.
197	" " "	Garden.
198	" " "	Garden.
199	" " "	Garden and greenhouse.
200	" " "	Garden.
201	" " "	Garden.
202	" " "	Garden.
203	" " "	Garden.
204	" " "	Garden and summerhouse.
205	" " "	Garden.
206	" " "	Garden.
207	" " "	Garden.
208	" " "	Garden.
209	" " "	Garden.
210	" " "	Garden and summerhouse.
211	" " "	Garden.
212	" " "	Garden and summerhouse.
213	" " "	Garden.
214	" " "	Garden.
270	" " "	The Old Bell public-house.
41	Urban district of Willesden	House garden and yard.
42	" " "	House garden and yard.
43	" " "	House garden and yard.
44	" " "	House garden and yard.
45	" " "	House garden yard and shed.
46	" " "	House garden yard and shed.
47	" " "	House garden yard and shed.
48	" " "	House garden and yard.
49	" " "	House garden and yard.
50	" " "	House garden and yard.
51	" " "	House garden yard and sheds.
52	" " "	House garden and yard.
53	" " "	House garden yard and fowl-house.
54	" " "	House garden yard and fowl-house.
55	" " "	House garden yard and fowl-house.
56	" " "	House garden yard and fowl-house.
57	" " "	House garden and yard.
58	" " "	House garden and yard.
59	" " "	House garden and yard.
60	" " "	House garden and yard.
61	" " "	House garden and yard.
62	" " "	House garden and yard.
63	" " "	House garden and yard.
64	" " "	House garden and yard.
65	" " "	House garden and yard.
66	" " "	House garden and yard.
67	" " "	House garden and yard.

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No. on deposited Plans.	Parish or other Area.	Description of Property.
68	Urban district of Willesden	House garden yard and fowl-house.
69	" " "	House garden and yard.
70	" " "	House shop yard and outbuildings.
71	" " "	House shop yard outbuildings and fowlhouse.
72	" " "	Public-house garden and outbuildings.
73	" " "	House shop yard and outbuildings.
74	" " "	House shop yard and outbuildings.
129	" " "	Garden and greenhouse.
130	" " "	Garden and fowlhouse.
131	" " "	Garden.
132	" " "	Garden and greenhouse.
133	" " "	Garden.

RAILWAY No. 4.

163	Urban district of Willesden	Garden.
164	" " "	Garden.
165	" " "	Garden.
166	" " "	Garden.
167	" " "	Garden.
168	" " "	Garden.
169	" " "	Garden.
170	" " "	Garden.
171	" " "	Garden.
172	" " "	Garden.
173	" " "	Garden.
174	" " "	Garden and greenhouse.
175	" " "	Garden.
176	" " "	Garden.
177	" " "	Garden.
178	" " "	Garden.
179	" " "	Garden.
180	" " "	Garden and greenhouse.
181	" " "	Garden.
182	" " "	Garden and greenhouse.
183	" " "	Garden.
184	" " "	Garden.
185	" " "	Garden.
186	" " "	Garden.
187	" " "	Garden.
188	" " "	Garden.
189	" " "	Garden.
190	" " "	Garden.
191	" " "	Garden.
192	" " "	Garden.
193	" " "	Garden.
194	" " "	Garden.
195	" " "	Garden.
196	" " "	Garden.
237	" " "	Garden.

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A.D. 1907.

No. on deposited Plans.	Parish or other Area.	Description of Property.
238	Urban district of Willesden	Garden.
239	" " "	Garden and outbuilding.
240	" " "	Garden.
241	" " "	Garden and outbuildings.
242	" " "	Garden and outbuildings.
243	" " "	Garden.
244	" " "	Garden.
245	" " "	Workshop and offices.
246	" " "	Yard.
247	" " "	Garden.
248	" " "	Garden.
249	" " "	Garden.
250	" " "	Garden.
251	" " "	Garden.
252	" " "	Garden.
253	" " "	Garden.
254	" " "	Garden and outbuilding.
255	" " "	Garden.
256	" " "	Garden.
257	" " "	Garden.
258	" " "	Garden.
259	" " "	Garden.
260	" " "	Garden and outbuilding.
261	" " "	Garden and outbuilding.
262	" " "	Garden.
263	" " "	Garden.
264	" " "	Garden and outbuilding.
265	" " "	Garden.
266	" " "	Garden and outbuilding.
267	" " "	Garden.
268	" " "	Garden.
22	Metropolitan borough of Hammersmith	Stable.
23	" " "	Storeroom.
24	" " "	Yard and hoarding.

WIDENING No. 2.

62	Urban district of Wembley	House garden summerhouse and chicken run.
63	" " "	House garden stable coach-house and greenhouses.
67	" " "	Garden.
68	" " "	Garden.
71	" " "	Garden and shed.
72	" " "	Garden and shed.
73	" " "	Garden.
74	" " "	Garden and shed.
75	" " "	Garden.
76	" " "	Garden.
77	" " "	Garden.
78	" " "	Garden.
79	" " "	Garden.
80	" " "	Garden.
81	" " "	Garden.
82	" " "	Garden.
83	" " "	Garden.

[Ch. lxxxvii.] *London and North Western Railway* [7 EDW. 7.]  
Act, 1907.

A.D. 1907.

No. on deposited Plans.	Parish or other Area.	Description of Property.
84	Urban district of Wembley	Garden.
85	" " "	Garden and shed.
86	" " "	Garden and sheds.
87	" " "	Nursery garden.
88	" " "	Nursery garden and greenhouses.
11	Urban district of Wealdstone	Field.
12	" " "	Field.
20	" " "	Garden and passage.
21	" " "	Garden and passage.
22	" " "	Garden and passage.
23	" " "	Garden and passage.
24	" " "	Garden and passage.
25	" " "	Garden and passage.
26	" " "	Garden.
27	" " "	Garden.
28	" " "	Garden and shed.
29	" " "	Garden and shed.
30	" " "	Garden.
31	" " "	Garden.
32	" " "	Garden and shed.
33	" " "	Garden.
34	" " "	Garden.
35	" " "	Garden.
36	" " "	Garden.
37	" " "	Garden.
38	" " "	Garden.
39	" " "	Garden.
40	" " "	Garden.
41	" " "	Vacant land.
42	" " "	Garden.
43	" " "	Garden.
44	" " "	Garden.
45	" " "	Garden.
46	" " "	Garden and shed.
47	" " "	Garden and shed.
48	" " "	Garden.
49	" " "	Garden.
50	" " "	Garden.
51	" " "	Garden.
52	" " "	Garden.
53	" " "	Garden.
54	" " "	Garden.
55	" " "	Garden.
56	" " "	Garden.
57	" " "	Garden.
58	" " "	Garden.
59	" " "	Garden.
60	" " "	Garden.
61	" " "	Garden.
62	" " "	Garden.
63	" " "	Garden.
64	" " "	Garden.
65	" " "	Garden.
66	" " "	Garden.
71	" " "	Yard.
92	" " "	Field.
93	" " "	Field and football pavilion.



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A.D. 1907.

No. on deposited Plans.	Parish or other Area.	Description of Property.
28	Parish of Pinner - - - -	Garden.
31	" " - - - -	Garden.
32	" " - - - -	Garden.
33	" " - - - -	Garden.
34	" " - - - -	Garden.
35	" " - - - -	Garden and plantation.
37	" " - - - -	Garden.
11	Urban district of Watford - - - -	Garden and shed.
12	" " " - - - -	Garden.
13	" " " - - - -	Plantation.
14	" " " - - - -	Garden and shed.
15	" " " - - - -	Garden and shed.
16	" " " - - - -	Garden and shed.
17	" " " - - - -	Garden.
18	" " " - - - -	Garden summerhouse and shed.
19	" " " - - - -	Garden.
20	" " " - - - -	Garden.
21	" " " - - - -	Garden.
22	" " " - - - -	Garden.
23	" " " - - - -	Garden.
24	" " " - - - -	Garden.
25	" " " - - - -	Garden.
26	" " " - - - -	Garden and shed.
27	" " " - - - -	Garden.
28	" " " - - - -	Garden.
29	" " " - - - -	Garden.
31	" " " - - - -	Garden and pigeon aviary.
RAILWAY No. 5.		
36	Urban district of Watford - - - -	Garden and slope.
159	" " " - - - -	Field occupation road and footpath.
WIDENING OF RICKMANSWORTH BRANCH RAILWAY.		
164	Urban district of Watford - - - -	Garden and footpath.
165	" " " - - - -	Garden and footpath.
166	" " " - - - -	Garden and footpath.
167	" " " - - - -	Garden and footpath.
168	" " " - - - -	Building land and footpath.
169	" " " - - - -	Garden and footpath.
170	" " " - - - -	Garden and footpath.
171	" " " - - - -	Garden and footpath.
172	" " " - - - -	Garden and footpath.
173	" " " - - - -	Garden and footpath.
174	" " " - - - -	Garden and footpath.
175	" " " - - - -	Garden and footpath.
176	" " " - - - -	Garden and footpath.
177	" " " - - - -	Garden and footpath.
178	" " " - - - -	Garden and footpath.
179	" " " - - - -	Garden and footpath.
180	" " " - - - -	Garden and footpath.
181	" " " - - - -	Garden and footpath.
182	" " " - - - -	Garden and footpath.
183	" " " - - - -	Garden and footpath.
184	" " " - - - -	Garden and footpath.
185	" " " - - - -	Garden and footpath.
186	" " " - - - -	Garden and footpath.
187	" " " - - - -	Garden and footpath.

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A.D. 1907.

No. on deposited Plans.	Parish or other Area.	Description of Property.
188	Urban district of Watford	Garden and footpath.
189	" "	Garden and footpath.
190	" "	Garden and footpath.
191	" "	Garden and footpath.
192	" "	Garden and footpath.
193	" "	Garden and footpath.
230	" "	Garden.
231	" "	Garden.
232	" "	Garden.
233	" "	Garden.
234	" "	Garden.
235	" "	Garden.
236	" "	Garden.
237	" "	Garden.
238	" "	Garden.
239	" "	Garden.
240	" "	Garden and fowlhouse.
241	" "	Garden.
242	" "	Yard stables loft mill granaries coach-house sheds and out- buildings.
243	" "	Yard stables workshop and shed.
244	" "	Yard stables hayloft and shed.
245	" "	Garden and outbuildings.
246	" "	Garden.
247	" "	Garden and shed.
248	" "	Garden.
249	" "	Garden and outbuildings.
250	" "	Garden.
251	" "	Stables and cartshed.
252	" "	Yard stables and cartshed.
253	" "	Yard slaughter-house stables and shed.
254	" "	Garden.
255	" "	Garden and outbuildings.
256	" "	Garden.
257	" "	Garden.
258	" "	Drying ground.
259	" "	Warehouse and yard.
260	" "	Garden.
261	" "	Garden and stable.
262	" "	Garden and stable.
263	" "	Garden.
264	" "	Garden and shed.
265	" "	Garden and outbuilding.
266	" "	Garden.
267	" "	Garden.
268	" "	Garden.
269	" "	Garden and shed.
270	" "	Garden and shed.
271	" "	Garden.
272	" "	Garden.
273	" "	Garden and shed.
277	" "	Garden and shed.
278	" "	Garden.
279	" "	Garden.
285	" "	Garden and orchard.
334	" "	Garden and shrubbery.

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A.D. 1907.

No. on deposited Plans.	Parish or other Area.	Description of Property.
336	Urban district of Watford	Garden rough land and out-building.
337	" " "	Orchard rough land and building.
347	" " "	Yard and sheds.
354	" " "	Garden and footpath.
355	" " "	Garden and footpath.
356	" " "	Garden and footpath.
357	" " "	Garden and footpath.
358	" " "	Garden and footpath.
359	" " "	Garden and footpath.
360	" " "	Garden and footpath.
361	" " "	Garden and footpath.
382	" " "	Garden and footpath.
383	" " "	Garden and footpath.
384	" " "	Garden footpath and shed.
385	" " "	Garden and footpath.
386	" " "	Garden footpath and shed.
387	" " "	Garden and footpath.
388	" " "	Garden and footpath.
389	" " "	Garden and footpath.
390	" " "	Garden and footpath.
391	" " "	Garden and footpath.
392	" " "	Garden and footpath.
393	" " "	Garden and footpath.
394	" " "	Garden and footpath.
395	" " "	Garden and footpath.
396	" " "	Garden and footpath.
397	" " "	Garden and footpath.
398	" " "	Stable yard and shed.
399	" " "	Garden.
400	" " "	Garden.
401	" " "	Garden.
402	" " "	Garden and footpath.
403	" " "	Garden and footpath.
404	" " "	Garden and footpath.
405	" " "	Garden and footpath.
406	" " "	Garden footpath and shed.
407	" " "	Garden and footpath.
408	" " "	Garden and footpath.
409	" " "	Garden and footpath.
410	" " "	Garden and footpath.
411	" " "	Garden and footpath.
411A	" " "	Garden and footpath.
<b>CROXLEY GREEN BRANCH RAILWAY.</b>		
424	Urban district of Watford	Stables and coach-house rough land plantation and occupation road.
451	" " "	Field rough land and destructor.
453	" " "	Garden and outbuilding.
<b>RAILWAY AT COVENTRY.</b>		
92	City and county borough of Coventry	House and garden.
95	" " "	Yard and shed.
106	" " "	Garden.



FOURTH SCHEDULE.

A.D. 1907.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY BE TAKEN.

Metropolitan Borough.	Number on deposited Plans.
Saint Pancras - -	1 and 74 to 83 inclusive and 85 to 99 inclusive.

FIFTH SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

RAILWAYS.

Aylesbury Branch Railway.  
Ashbourne and Buxton Railway.  
Birmingham and Sutton Coldfield Railway.  
Bolton and Kenyon Widening and Deviation.  
Darlaston Branch Railway.  
Dundalk Newry and Greenore Railway.  
Heaton Norris and Guide Bridge Railway.  
Middlewood Junction.  
Mold and Tryddyn Railway.  
Nottingham Railway and Station.  
Prestatyn and Cwm Railway.  
Roade Northampton and Rugby Railway.  
Speke Curve.  
Tipton Branch.  
Whitchurch and Tattenhall Railway.

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