



## CHAPTER cii.

An Act to confer further powers upon the Metropolitan Railway Company in relation to their own undertaking and to authorise that Company in conjunction with the Great Central Railway Company to construct railways and works to raise additional capital and for other purposes. A.D. 1912.  
[7th August 1912.]

**W**HEREAS it is expedient that the Metropolitan Railway Company (in this Act called "the Company") should be empowered to make and maintain the widenings of their existing railway in the counties of Middlesex and London in this Act described and to acquire lands for the purposes of the works by this Act authorised:

And whereas it is expedient that the two Companies as herein-after defined should be empowered to make and maintain the railways in the county of Hertford described in this Act and to acquire the lands in this Act mentioned in that behalf:

And whereas it is expedient that the Company and the two Companies respectively should be authorised to work by electrical power the widenings and railways by this Act authorised:

And whereas it is expedient that the Company and the Great Central Railway Company should be empowered to enter into and carry into effect agreements as provided by this Act:

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 Central Railway Company should be empowered to apply their funds to the purposes of this Act in which they or the Joint Committee are interested:

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And whereas it is expedient that the Company should be authorised subject to the provisions of this Act to pay interest upon the amount paid up from time to time in respect of the new shares or stock hereby authorised to be created:

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 herein-after mentioned:

And whereas plans and sections showing the lines situation and levels of the works by this Act authorised and also books of reference to such plans 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 compulsorily or used for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Middlesex and Hertford and London which plans sections and books of reference are in this Act respectively referred to as the deposited plans and sections and the deposited books of reference:

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):—

## PART I.

### PRELIMINARY.

Short title.

1. This Act may be cited for all purposes as the Metropolitan Railway Act 1912.

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) and Part III. (relating to working agreements) of the Railways Clauses Act 1863;

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):— A.D. 1912.

The distribution of the capital of the Company into shares;

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 the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And— Interpretation.

“The Company” means the Metropolitan Railway Company;

“The Great Central Company” means the Great Central Railway Company;

“The Joint Committee” means the Metropolitan and Great Central Joint Committee;

“The two Companies” means the Company the Great Central Company and the Joint Committee or such one or more of those bodies as with the consent of the other or others shall exercise the powers by this Act conferred on the two Companies;

“The Joint Act of 1905” means the Metropolitan and Great Central Railway Companies’ Act 1905.

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PART II.

NEW WORKS.

Power to  
Company to  
widen rail-  
way.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the widenings and works in this section described with all proper stations sidings roads approaches buildings machinery works apparatus 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 as may be required for the purposes thereof or in connexion 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 widenings and works referred to in this section and authorised by this Act are --

A widening (No. 1) of and on the north side of the Company's railway to be wholly situated in the parish and urban district of Willesden in the county of Middlesex (2 miles and 1 chain or thereabouts in length) commencing at a point on the said railway 5 yards or thereabouts east of the bridge carrying Dog Lane over the said railway and 14 yards or thereabouts from the south-western corner of the Company's building known as the "South Lodge" in the Company's Neasden yard and terminating at a point 143 yards or thereabouts west of the west end of the up platform of the Company's Kilburn and Brondesbury Station measured along the line of the said railway and 12 yards or thereabouts from the Company's northern boundary fence measured in a southerly direction:

A widening (No. 2) of and on the north side of the Company's railway (1 mile 2 furlongs and 2 chains or thereabouts in length) commencing at the termination of Widening No. 1 as herein-before described and terminating by a junction with the Company's railway at a point in the parish and metropolitan borough of Hampstead in the county of London 83 yards or thereabouts from the mouth of the tunnel at the Company's Finchley Road Station measured in a south-easterly direction along the line of the said railway.

5. Subject to the provisions of this Act the two Companies may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works in this section described with all proper stations sidings roads approaches buildings machinery works apparatus 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 as may be required for the purposes thereof or in connexion 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 two Companies.

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Power to  
two Com-  
panies to  
make rail-  
ways &c.

The railways and works referred to in this section and authorised by this Act are—

A railway (No. 2) (2 miles 1 furlong and 5·25 chains or thereabouts in length) commencing in the parish of Rickmansworth Rural in the county of Hertford by a junction with the Company's railway at a point 15 yards or thereabouts west of the centre of the bridge carrying the Company's railway over the River Gade and terminating in the parish of Watford Urban in the said county at a point in the Inclosure No. 905 on the  $\frac{1}{2500}$  Ordnance map Hertfordshire sheet XLIV. 1 (second edition 1898) 447 yards or thereabouts from the north-western corner of the Inclosure No. 959 on the said Ordnance map measured in a northerly direction and 391 yards or thereabouts from the most northern corner of the said Inclosure No. 959 measured in a north-westerly direction :

A railway (No. 3) (6 furlongs and 4·30 chains or thereabouts in length) commencing in the parish and urban district of Rickmansworth in the county of Hertford by a junction with the Company's railway at a point 220 yards or thereabouts from the eastern end of the Company's Rickmansworth goods shed measured in an easterly direction and terminating in the parish of Rickmansworth Rural by a junction with Railway No. 2 herein-before described in the field or Inclosure No. 440 on the  $\frac{1}{2500}$  Ordnance map Hertfordshire sheet XLIII. 8 (second edition 1898) at a point 185 yards or thereabouts from the most easterly corner of the field or Inclosure No. 441 on the said map

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measured in a southerly direction and 230 yards or thereabouts from the most eastern corner of the field or Inclosure No. 445 on the said map measured in a westerly direction.

Rates and charges.

6. The widenings and railways by this Act authorised shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be deemed to be part of the Company's railways as if the same had been part of the Metropolitan Railway at the date of the passing of the Railway Rates and Charges No. 13 (Metropolitan Railway &c.) Order Confirmation Act 1892 and the Order thereby confirmed shall be applicable to the said respective widenings and railways as follows (that is to say):—

To the widenings between Kingsbury-Neasden Station and the termination of Widening No. 2 as if they were part of the railway from Baker Street Station to Kingsbury-Neasden Station in the Order specially mentioned; and

To the Widening No. 1 from the commencement thereof to the Kingsbury-Neasden Station and to Railways Nos. 2 3 and 4 as if they were at the date of the confirmation of the Order portions of the Metropolitan Railway not in the Order specially mentioned:

Provided that the maximum fares to be charged 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 threepence per mile;

For every passenger conveyed in a second-class carriage twopence 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.

Small parcels and passengers' luggage.

7. With respect to small parcels not exceeding five hundred pounds in weight the provisions of section 24 of the Kingsbury and Harrow Railway Act 1874 and with respect to passengers'

uggage the provisions of section 27 of the same Act shall extend and apply to the railways by this Act authorised. A.D. 1912.

8. Subject to the provisions of this Act the Company may for the purposes of the widenings by this Act authorised 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 connexion 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 : As to use of subsoil of streets.

Provided always that nothing in this section contained shall prejudice the right of Arthur Ritchie Upjohn to claim compensation in respect of any estate or interest he may have in the subsoil of the public road numbered on the deposited Plans 37B in the parish of Willesden.

9. The land numbered on the deposited Plans 37A in the parish of Willesden shall not be used for any purpose other than the Widening No. 1 by this Act authorised and the provision of access to and from the Company's goods yard : Restricting use of certain lands in Willesden.

Provided that nothing in this section contained shall prejudice alter or affect the statutory rights and powers of the Willesden Urban District Council.

10. The Company or the two Companies as the case may be may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :— Height and span of bridges.

No. on deposited Plan.	Parish.	Description of Road.	Span.	Height of Arch.
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WIDENING NO. 2.

1	Willesden	Public	100 ft.	17 feet.
81	St. John Hampstead	Public	100 ft.	17 feet.
58	St. John Hampstead	Public	40 ft. square	20 feet.
41	St. John Hampstead	Public	46 ft. square	25 feet.

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No. on deposited Plan.	Parish.	Description of Road.	Span.	Height of Arch.
RAILWAY No. 2.				
21	Rickmansworth Rural	Public - - -	40 ft. square -	15 feet.
4	Watford Urban	Public - - -	40 ft. square -	24 feet.
RAILWAY No. 3.				
2	Rickmansworth	Public - - -	30 ft. square -	18 feet 8 ins.

Width of roadways over bridges.

11. The Company or the two Companies as the case may be may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
WIDENING No. 1.			
52	Willesden - - -	Public - - -	40 ft. square.
45	Willesden - - -	Public - - -	40 ft. square.
27	Willesden - - -	Public - - -	40 ft. square.
25	Willesden - - -	Public - - -	40 ft. square.
WIDENING No. 2.			
20	St. John Hampstead -	Public - - -	45 ft. square.
RAILWAY No. 2.			
6	Rickmansworth - - -	Public - - -	40 ft. square.

Power to divert footpath.

12. The two Companies may divert the footpath referred to in the next following table in the manner shown upon the deposited plans and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion or diversion of footpath as shown on the said plans (that is to say):—

Railway.	Parish or District.	No. of Property on deposited Plans in which Footpath included.
FOOTPATH.		
No. 2	Rickmansworth Rural	18



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

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Stopping up roads in case of diversion.

Before applying to the justices for their certificate the two Companies shall give to the road authority 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 footpath or portion thereof shall be extinguished and the two Companies 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 footpath stopped up as far as the same is bounded on both sides by lands of the two Companies :

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

**14.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company and the two Companies 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 and two Companies not liable to repair surface of road level of which is not permanently altered.

**15.** The Company in the execution of the works by this Act authorised to be made by them and the two Companies in the execution of the works by this Act authorised to be made by them may deviate laterally from the respective lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon.

Power to deviate laterally.

**16.** The Company in the construction of the works authorised to be made by them and the two Companies in the execution of the works by this Act authorised to be made by them may deviate vertically from the respective levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient.

Power to deviate vertically.

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Provisions as to cellars under street not referenced.

**17.** Nothing in this Act contained shall authorise the Company or the two Companies 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.

Period for compulsory purchase of lands.

**18.** The powers of the Company and the two Companies respectively 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.

Period for completion of railways.

**19.** If the works by this Act authorised 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 and the two Companies respectively for making and completing the said works or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed.

As to private rights of way over lands taken compulsorily.

**20.** 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 two Companies as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to owners to grant easements &c.

**21.** 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 two Companies 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 or 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.

**22.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company or the two Companies as the case may be of the powers of this Act conferred upon them respectively 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 or the two Companies as the case may be 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:—

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- (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 works authorised by this Act or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company or the two Companies as the case may be 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 or the two Companies as the case may be such portion only without the Company or the two Companies as the case may be being obliged or compellable to purchase the whole the Company or the two Companies as the case may be 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 or the two Companies as the case may be allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after 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 or the two Companies as the case may be have compulsory powers of purchase) can be so severed:

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- (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 or the two Companies as the case may be the portion which the tribunal shall have determined to be so severable without the Company or the two Companies as the case may be being obliged or compellable to purchase the whole the Company or the two Companies as the case may be paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company or the two Companies as the case may be 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 or the two Companies as the case may be 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. A.D. 1912.

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.

**23.** Where any works are to be situated below the surface of the lands described in the Second Schedule to this Act the Company or the two Companies as the case may be shall not be required to take the lands described in that schedule or any part of the surface of any of such lands or any houses buildings and premises thereon or any cellar vault arches or other construction held or connected therewith but the Company or the two Companies as the case may be may instead of purchasing and taking the same purchase and take an easement or right of using the subsoil and under-surface of any such lands and if the Company or the two Companies as the case may be require to take use pull down or open any such cellar vault arches or other construction they may purchase take and use and the owners of and other persons interested in any such vault cellar arches or other construction shall sell the same for the purposes of such works and the purchase of any such easement or of any such cellar vault arch or other construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 But nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company or the two Companies as the case may be from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained and determined according to the provisions contained in the Lands Clauses Acts.

Company and two Companies may acquire easements only under lands &c. and purchase cellars &c.

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Railways  
may be  
worked by  
electrical  
power.

**24.** The Company and the two Companies may at any time work by electrical power or partly by electrical and partly by other mechanical power the traffic on the widenings and railways by this Act respectively authorised to be constructed by the Company and the two Companies or any parts thereof and for that purpose may lay down maintain and use along upon in or under any such widenings and railways and upon in or under any lands of the Company or the two Companies respectively conductor rails electric cables mains wires engines carriages electrical transforming stations and apparatus necessary or convenient for transmitting electrical energy or for such working.

Power to  
hold patent  
rights.

**25.** The Company and the two Companies respectively may acquire and hold patent and other rights and licences (not being exclusive) in relation to the use of electrical power for the purposes of this Act.

Provisions  
as to use  
of electric  
power.

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

- (1) The Company or the two Companies as the case may be shall employ either insulated returns or uninsulated metallic returns of low resistance:
- (2) The Company or the two Companies as the case may be 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:
- (3) The powers by this Act conferred with respect to the use of electric power shall be exercised only in accordance with regulations to be prescribed by the Board of Trade (herein-after referred to as "the prescribed regulations") with respect to the employment of insulated returns or of uninsulated metallic returns of low resistance 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 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 or the two Companies as the case may be using electric power contrary to the provisions of this Act or to any of the prescribed 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 or the two Companies as the case may be in the use of electric power under the authority of this Act have made default in complying with the provisions of this Act or with any of the prescribed regulations may by order direct the Company or the two Companies as the case may be to cease to use electric power and thereupon the Company or the two Companies as the case may be shall cease to use electric 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:

(5) The Company or the two Companies as the case may be shall take all reasonable and proper precautions in constructing placing and maintaining their electric lines circuits and other works of any description and in using their electric lines circuits and other works so as not injuriously to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electric power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus. Provided always that the Company or the two Companies as the case may be shall be deemed to take all such reasonable and proper precautions as aforesaid if and so long as they adopt and employ at the option of the Company or the two Companies as the case may be 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 the Board of Trade shall

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direct and in giving such directions the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking. Provided also that at the expiration of two years from the passing of this Act nothing in this subsection shall operate to give any right of action in respect of or to protect 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. If any difference arises between the Company or the two Companies as the case may be and any other party with respect to anything in this subsection 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.

Underpin-  
ning of  
houses near  
works.

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

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2) Each such notice if given by the Company or the two Companies as the case may be 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 or the two Companies as the case may be : A.D. 1912.

- (3) If any owner lessee or occupier of any such house or building or the Company or the two Companies as the case may be shall within seven days after the giving of such notice give a counter notice in writing disputing 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 and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such 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 or the two Companies as the case may be may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company or the two Companies as the case may be 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 section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company or the two Companies as the case may be 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 or the two Companies as the case may be 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 arbitrator the Company or the two Companies as the case may be shall make compensation to the owners lessees

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and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company or the two Companies as the case may be from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:
- (8) Every case of compensation to be ascertained under this section shall be ascertained according to the provisions of the Lands Clauses Acts:
- (9) Nothing in this section contained shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845:

Provided that the provisions of this section shall not apply to the house or building No. 46 on the deposited plans for the parish and urban district of Willesden in the county of Middlesex.

Lands for extraordinary purposes.

**28.** The quantity of land to be taken by the Company and the two Companies respectively by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed in the whole in either case five acres but nothing in that Act or in this Act shall exempt the Company or the two Companies from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by either of them upon any land so taken by them respectively.

Power to deal with surplus lands.

**29.** The Company and the two Companies or either of them may sell or grant building repairing or other leases of or otherwise let or dispose of on such terms and conditions or may retain hold and use for such purposes as they may think fit any lands and buildings acquired by them respectively or on their behalf under the authority of this Act or any part thereof and which lands may not be required for the purposes of the respective undertakings of the Company and the two Companies or either of them and any such land shall not be deemed to be land not required for the purposes of such respective undertakings within the meaning of the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands.

**30.** The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (herein-after called "the council") (that is to say):—

A.D. 1912.  
For protec-  
tion of Lon-  
don County  
Council.

- (1) Notwithstanding anything contained in this Act sub-sections (1) (2) (3) and (6) of section 15 of the Metropolitan Railway Act 1911 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 provisions had been repeated and expressly re-enacted in this Act with reference thereto:
- (2) If under the powers of this Act the Company construct or re-construct any station buildings in any part of the administrative county of London (in this section called "the county") the entrances to and exits from such station buildings shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans of such entrances and exits shall be submitted for the approval of the council. If the council shall not within twenty-eight days after the said plans shall have been so submitted to them object to the same by notice in writing served upon the Company the said plans shall be deemed to have been approved for the purposes of this Act and if the council make any such objection then unless the said plans be agreed between the Company and the council within twenty-one days after the service of such objection any matter in difference shall be settled by an arbitrator to be appointed on the application of the Company and the council or either of them by the Board of Trade:
- (3) The construction of any bridge or work for carrying any public street within the county over Widening No. 2 shall be executed so as not to lessen the present clear width of such street including the footway or footways and such bridge or work shall be so covered or fenced as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into any such street:

A.D. 1912.

(4) All bridges constructed under the powers of this Act to carry Widening No. 2 over any public street wholly or partly in the county shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent so far as is reasonably practicable the dripping of water therefrom on any part of any public street and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of at least 7 feet above the level of the rails. In constructing the bridges aforesaid the Company shall face the abutments of such bridges if the same be of brick with white glazed bricks:

(5) The Company shall not execute or commence to execute the construction of the bridges referred to in subsections (3) and (4) hereof until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and all other necessary particulars of the works and until the council have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and particulars and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company on demand:

(6) In constructing the bridge carrying West End Lane over Widening No. 2 the Company shall if so required by

the council execute such works as may be necessary to permit of the formation in and under the roadway of conduits sufficient for the purpose of working by underground electric traction any tramway which may hereafter be laid over such bridge : A.D. 1912.

- (7) The powers conferred upon the Company by the section of this Act of which the marginal note is "Power to deviate vertically" shall in the case of works authorised to be made by them beneath any street within the county be exercised only in accordance with plans and sections submitted to and approved by the council and such approval shall not be unreasonably withheld :
- (8) The council may subject as herein-after mentioned at any time if they so require attach to the bridge carrying Widening No. 2 over High Road Kilburn and Shoot-up-hill such brackets wires and apparatus as may be required for the working by electrical traction of any tramway which may hereafter be constructed therein and all such work shall be executed at the cost of the council and in accordance with plans and particulars to be previously approved by the Company and under their superintendence (if they shall give such superintendence) and to their reasonable satisfaction :
- (9) If any difference arises between the Company and the council with respect to any matter or as to the reasonableness of any requirement of the council under the foregoing provisions of this section (other than subsections (1) and (2) thereof) the matter in difference shall be referred to and determined by an engineer agreed upon between the parties or 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.

**31.** With reference to so much of Widening No. 2 by this Act authorised (in this section called "the widening") as will be situated within the metropolitan borough of Hampstead (in this section called "the borough") and notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and councillors of For protection of Hampstead Borough Council.

A.D. 1912. the borough (in this section called "the council") shall except so far as may be otherwise agreed in writing between the council and the Company apply and have effect (that is to say):—

(1) (a) The Company shall carry the widening over each of the highways known as Loveridge Road and Iverson Road respectively by means of a bridge which shall have a clear span so that the width of the highway shall be not less than that of the highway under the existing bridge carrying the Company's railway over the highway and a headway not less than the headway of the existing bridge over the highway;

(b) In constructing the said bridges the Company shall not alter the level of the said highways and shall face the abutments of the said bridges with white glazed bricks;

(c) Before commencing any works authorised by this Act 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 (in this section called "electric apparatus") of the council is situate the Company shall deliver to the council for their reasonable approval 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;

(d) In the event of such plans sections and particulars so delivered to the council as aforesaid not being objected to within fourteen days the same shall be deemed to have been approved;

(e) If it shall be necessary in the construction of the widening 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 expense incurred by them in so doing shall be repaid to them by the Company;

- (*f*) 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: A.D. 1912.
- (2) Any bridge tunnel or other work to be constructed under the powers of this Act beneath the surface of any highway in the borough shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also exceptional traffic lawfully using the streets within the borough and the Company shall indemnify and make good to the council all costs and expenses which the council may reasonably incur or be put to in making good the surface of such streets by reason of any defect or insufficiency of strength in such tunnel or other work or in neglecting to properly and efficiently maintain the same as aforesaid:
- (3) The Company shall make full compensation to the council for any damage to or subsidence of any highway or any sewers drains electric apparatus or works belonging to or repairable by the council which may be caused by or in consequence of the exercise by the Company of any of the powers of this Act or any act or default of the Company their contractors servants or agents:
- (4) The Company shall not where any house or building in the borough shall have been wholly or partially demolished by them leave any part thereof or of any adjoining structures in an unsightly condition after the completion of the works:
- (5) (*a*) The Company shall not stop up or obstruct any highway within the borough nor place any hoarding on any part of any such highway except so much of the highways shown on the plans signed in duplicate by William Willox on behalf of the Company and by Oliver Winter on behalf of the council as is thereon coloured red which the Company may temporarily obstruct and stop up and on which they

A.D. 1912.

may place hoardings subject to the provisions of this subsection;

- (b) Not more than one half the width of Canfield Gardens or of West End Lane shall be stopped up at one and the same time the remaining half being left free for vehicular traffic;
- (c) If more than one half of the width of so much of Finchley Road as is coloured red on the said plan shall be stopped up by the Company they shall not stop up at one and the same time a greater length of that road than 85 feet;
- (d) No such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 and of the Acts amending the same;
- (e) The works on account of which the said highways may be stopped up under this subsection shall be completed within the following periods respectively unless the Company shall be prevented from so completing the same in any of the said highways by circumstances beyond their control namely:—

In the case of the works in West End Lane four months from the date on which the highway is first stopped up;

In the case of the works in Canfield Gardens and Finchley Road six months from the date on which either of those highways is first stopped up;

and within those periods respectively the Company shall fill in the ground and restore the surface of the particular highway to as good a condition as it was immediately before it was broken up and for the period of twelve months from the reinstatement thereof keep such part of the said highway as shall be so broken up in repair to the reasonable satisfaction of the council:

- (6) In the construction of the works authorised by this Act the Company shall not without the consent of the council permit or suffer any cart or wagon 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 within the borough except within the hoardings



erected in accordance with subsection 5 (a) of this section : A.D. 1912.

- (7) 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 :
- (8) The Company shall not permit or suffer any cart wagon or other vehicle to carry any soil excavated in the construction of the works authorised by this Act through the public streets within the borough except in carts or wagons so constructed and managed as to prevent as far as reasonably practicable any of such soil dropping therefrom :
- (9) It shall be lawful for the council or their engineer at all times during the construction or repair of the widening affecting any highway in the borough to have access to such works :
- (10) 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 agreed between the parties or 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.

**32.** In constructing the Widening No. 1 (in this section called "the widening") by this Act authorised through the parish and urban district of Willesden under the jurisdiction of the Willesden Urban District Council (in this section called "the Willesden Council") the following provisions shall notwithstanding anything in this Act contained or shown upon the deposited plans and sections apply and have effect unless otherwise agreed in writing between the Company and the Willesden Council (that is to say) :—

For protection of Willesden Urban District Council.

- (1) The Company shall not in any way alter or interfere with the existing bridge carrying Walm Lane numbered 28 on the deposited plans in the parish of

A.D. 1912.

Willesden over the Metropolitan Railway nor the gradients or levels of the approaches thereto :

- (2) The bridges for carrying the roads numbered 25 27 45 52 and 57 respectively on the deposited plans in the parish of Willesden over the widening shall in no case be less than the present width of the said roads at the point of construction of the said bridges respectively and the gradients of the approaches to the said bridges shall in no case be steeper than those now existing. The Company shall construct parapets and screens to the said bridges of such a height and in such a manner as may be reasonably approved by the engineer of the Willesden Council with a view to preventing danger to the traffic passing over the same and the roads and footpaths on the said bridges and the immediate approaches thereto shall be properly paved kerbed and channelled to the reasonable satisfaction of the Willesden Council :
- (3) The Company shall not permanently interfere with the public rights in the footpath on the south side of Station Road numbered 37B on the deposited plans but if they shall require to build a retaining wall to support the Station Road they may build such retaining wall under the said footpath and shall complete the same with all due despatch and on completion reinstate the footpath to the reasonable satisfaction of the Willesden Council :
- (4) The Company shall not stop up or interfere with two watercourses within the district of the Willesden Council one situate 1 furlong  $6\frac{1}{4}$  chains or thereabouts from the commencement of the widening and another situate 5 furlongs 2 chains or thereabouts from the said commencement of the widening. Proper culverts shall be made and constructed by the Company of the same diameter and capacity as those now existing under the existing railway of the Company and laid at such gradients as shall be approved by the engineer of the Willesden Council and their engineer and their servants shall at all times have access at his and their own risk over the land of the Company to such culverts for the purpose of cleaning and inspecting the same and the Company

shall at all times hereafter keep and maintain such culverts in good and substantial repair: A.D. 1912.

- (5) The Company in carrying any public roads in the parish of Willesden over the widening shall construct such roads with the necessary drains gullies and footpaths in accordance with the byelaws of the Willesden Council:
- (6) All bridges carrying public roads in the parish of Willesden over the widening shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also exceptional traffic lawfully using the streets within the district of the Willesden Council and the Company shall indemnify and make good to the Willesden Council all costs and expenses that the Willesden Council may incur or be put to by reason of any defect or insufficiency in strength in such bridges or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the widening:
- (7) The Company shall not in the construction of the widening deposit any subsoil or materials within the district of the Willesden Council so as to cause any nuisance or obstruction to any persons using the public roads or footways within the district of the Willesden Council:
- (8) All bridges to be erected over any of the public roads which are under the jurisdiction of the Willesden Council shall be constructed of the best materials and the foundations of the piers of the bridges shall be built so as not to be injurious to the sewers and drains of the Willesden Council and the bridges shall be so constructed as to prevent so far as practicable water from percolating through any of them on to the said roads and as to deaden so far as practicable the sound of engines carriages and traffic passing over them and all parapets and screens of such bridges shall be constructed in such ornamental manner and of such height as the Willesden Council or their engineer shall reasonably approve and shall not be used for the posting of bills or advertisements other than those relating to the Company's railway or the traffic thereon:

A.D. 1912.

- (9) The Company shall not during the construction of the widening shut up or in any way impede the traffic along more than one half of the width of any public road under the jurisdiction of the Willesden Council and where the surface of any such road shall have been disturbed by the Company in constructing the widening the Company shall well and sufficiently and to the reasonable satisfaction of the Willesden Council restore the surface so disturbed and shall keep the same in sufficient repair for one year after such restoration:
- (10) The Company shall be liable to pay and shall pay to the Willesden Council any damages penalties costs charges or expenses which the Willesden Council may incur or sustain or may legally be liable to pay and shall have so paid in respect of any loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act or in the maintenance alteration or repairing of such works and all moneys so paid by the Willesden Council on account of any such damages penalties costs charges or expenses shall be repaid to the Willesden Council by the Company on demand or in default thereof may be recovered by the Willesden Council from the Company in a summary manner before any court of summary jurisdiction Provided always that the Company shall not be liable for any such damages penalties costs charges or expenses if the same shall be occasioned by anything done or not done in compliance with any requirement of the Willesden Council:
- (11) If the widening is constructed over the site of or affects or interferes with either of the two existing sewers of the Willesden Council the one known as the Neasden Valley sewer which crosses the widening at a point 1 furlong and 130 yards or thereabouts from the commencement of the widening and the other which is situated on the north side of the railway of the Company and runs from a point near Neasden Lane to the point where the same joins the said Neasden Valley sewer then the Company shall at their expense relay and reconstruct

the said sewer or sewers as the case may be to the reasonable satisfaction of the Willesden Council and with such manholes or other means of access thereto as the Willesden Council may reasonably require and the Willesden Council with their officers and workmen shall at all times have free access at their own risk to the said sewer or sewers manholes and other means of access to inspect repair and cleanse the same: A.D. 1912.

- (12) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of any sewer drain watercourse pipe or works belonging to or under the jurisdiction or control of the Willesden Council so as to interfere with any such sewer or other work or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control the Company shall not commence any such works until they have given to the Willesden Council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the Willesden Council for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and the Willesden Council shall have signified their approval of the same. Provided that unless the Willesden Council fail to signify their disapproval within twenty-eight days after service or delivery of the plan section and particulars as aforesaid the said plan section and particulars shall be deemed to have been approved on behalf of the Willesden Council and the work may be proceeded with accordingly and the Company shall comply with and conform to all reasonable directions of the Willesden Council in the execution of the said works and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the sewers drains watercourses pipes and works herein-before referred to by or by reason of the said works authorised by this Act or any part thereof and shall save harmless and keep indemnified the Willesden Council against all and every the expenses to be occasioned thereby and all such new altered or substituted works shall be done under the superintendence and to the

A.D. 1912.

reasonable satisfaction of the engineer for the time being of the Willesden Council at the costs charges and expenses in all respects of the Company and when any such new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the expense of the Company under the provisions of this subsection the same shall thereafter be as fully and completely under the jurisdiction and control of the Willesden Council as any sewers or works now are or hereafter may be:

- (13) Nothing in the section of this Act of which the marginal note is "Company and two companies not liable to repair surface of road level of which is not permanently altered" shall relieve the Company from any liability which they were under immediately before the passing of this Act for the maintenance of the surface of any public road in the urban district of Willesden:
- (14) In case of any difference or dispute arising between the Company and the Willesden Council touching or concerning the true intent and meaning of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof or between their respective engineers as to the reasonableness of any requirement of the Willesden Council or of their engineer the same shall be referred to and settled by an engineer to be agreed on between the parties or in default of agreement to be nominated as referee by the President for the time being of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply to the reference.

As to bridge  
over High  
Road Kil-  
burn.

**33.** Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the London County Council the Middlesex County Council the mayor aldermen and councillors of the metropolitan borough of Hampstead and the Willesden Urban District Council shall unless otherwise agreed on in writing between the Company and the said authorities apply and have effect (that is to say):—

- (1) If and when the Company make the bridge to carry Widening No. 2 authorised by this Act over the highway known as the High Road Kilburn they shall cause

to be vested in the Willesden Urban District Council free of cost for the purpose of being thrown into the public highway so that the same shall be at least 60 feet in width the strip of land coloured red on the plan signed in duplicate by 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 and one copy in the Private Bill Office of the House of Commons :

- (2) No part of the abutments of the said bridge and no part of any pillars or supports thereof shall be placed upon any part of the highway or the aforesaid addition thereto :
- (3) The said bridge shall have a clear headway from the surface of the ground at each point (other than the extreme ends of the span) of not less than seventeen feet :
- (4) The said bridge shall be constructed in general accordance with the design signed by the respective engineers of the London County Council the Middlesex County Council the Willesden Urban District Council and the Company with such modifications thereof (if any) as the Company and the above-mentioned authorities may agree and the abutments thereof if of brickwork shall be faced with white glazed bricks :
- (5) In constructing the said bridge the Company shall not alter the level of the highway or injuriously affect or interfere with the sewers drains and other works in the said highway or stop up at one and the same time a greater width than one half of the surface of the highway :
- (6) If any difference shall arise with respect to any matter under the provisions of this section between the Company and any of the authorities for whose protection and benefit the provisions of this section are enacted the matter in difference shall be referred to and settled by an engineer agreed between the parties in difference or 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.

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For protection of  
Middlesex  
County  
Council.

**34.** For the protection of the Middlesex County Council (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 (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall not in constructing Widening No. 1 by this Act authorised in any way alter or interfere with the existing bridge carrying Walm Lane numbered on the deposited plans 28 in the parish of Willesden or the immediate approaches thereto over the Metropolitan Railway:

(2) A copy of the plans elevations sections and particulars relating to the bridge to carry the said Widening No. 2 over the High Road Kilburn when agreed or approved under subsection (5) of the section of this Act whereof the marginal note is "For protection of London County Council" shall forthwith be forwarded by the Company to the Middlesex County Council.

For protection of  
Midland  
Railway  
Company.

**35.** In executing Widening No. 1 by this Act authorised (herein-after called "the widening") where the same will cross under or otherwise affect the Acton Branch Railway of the Midland Railway Company (herein-after called "the Midland Company") (which branch railway is described in the deposited plans and sections as "the Midland and South Western Junction Railway" and is herein-after called "the railway") the Company shall (except so far as may be otherwise agreed between the Midland Company and the Company in writing under their respective common seals) be subject to the following conditions:—

(1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed by and in all things at the expense of the Company and under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being 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 objection thereto he shall be deemed to have approved thereof :

- (2) If within one month 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 railway the Midland Company may themselves execute such works and recover the reasonable cost thereof from the Company :
- (3) The abutments of the bridge carrying the widening under the railway shall be constructed of a sufficient width to carry four lines of railway and if at any time hereafter the Midland Company shall widen the railway and shall give notice to the Company that for the purpose of such widening they require the bridge carrying the widening under the railway to be widened to any extent not exceeding twenty-eight feet the Company shall forthwith at their own expense widen such bridge accordingly and the provisions of this section so far as they are applicable shall apply to the widening of such bridge :
- (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 the railway 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 reasonable 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 the Midland Company may be put as well as full compensation to be recoverable by the Midland Company from the Company :
- (5) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the

A.D. 1912.

employment by the Midland Company during the execution of any work affecting the railway of a sufficient number of inspectors watchmen and signalmen to be appointed by the Midland 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) If by reason of the construction of the widening under the railway or the working thereof it shall become necessary to add to or alter any signal cabin signal posts signals electrical power lines telegraph poles or wires or other similar works upon the railway the same shall be so added to or altered by the Midland Company and the reasonable expense of such alteration and addition and the maintenance thereof shall be repaid to the Midland Company by the Company:
- (7) Without prejudice to the right of the Company to acquire other property of the Midland Company within the limit of deviation as shown on the deposited plans so far as such land is not required by the Midland Company for widening their railway the Company shall acquire only such an easement across or under the railway as may be necessary for constructing and maintaining the widening thereunder and shall pay to the Midland Company for such easement and also for any such other property of the Midland Company as the Company may acquire under the powers of this Act 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:
- (8) 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 or as to the reasonableness of any requirement of the Midland Company or of their engineer shall (except when other provision is made) be settled by arbitration by an engineer or other fit

person to be appointed (in default of agreement) by the President for the time being of the Institution 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.

A.D. 1912.

**36.** 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 or the two Companies as the case may be have effect (that is to say):—

For protec-  
tion of  
Metropolitan  
Water  
Board.

(1) The provisions of the section of this Act of which the marginal note is "General provisions for protection of gas water hydraulic power and electric companies and public bodies" (in this section referred to as "the protective section") shall subject to the following modifications in this subsection contained and to the provisions of subsection (7) of this section apply for the benefit and protection of the Board and the provisions of this section shall subject as afore-said be in addition to and not in substitution for or derogation of the provisions of the protective section or any other provision of this Act to the benefit of which the board would otherwise be entitled The said modifications are the following (that is to say):—

(a) The period of twenty-eight days shall be substituted for the period of twenty-one days referred to in subsection (1) of the protective section;

(b) The period of twenty-eight days shall be substituted for the period of fourteen days referred to in subsection (2) of the protective section:

(2) The Company or the two Companies in executing any works under this Act or in removing raising sinking or otherwise altering the position of any mains pipes valves hydrants plugs or other works or apparatus (in this section referred to as "apparatus") of the board shall make good all damage done by them to the apparatus or other property of the board and shall make good and reimburse the board for all or any loss costs damages or expenses which they may sustain or incur by reason of any interference with their apparatus or property:

A.D. 1912.

- (3) The Company or the two Companies shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet (unless they shall in such case protect such apparatus from frost or injury by artificial covering to the satisfaction of the board) or more than five feet:
- (4) The Company or the two Companies shall not except by arrangement with the board execute or do any work which may involve any interference with the continuous supply of water by the board:
- (5) In constructing the bridge carrying Dudding Hill Lane Willesden over the Widening No. 1 by this Act authorised the Company shall in addition to providing accommodation for the board's existing main or mains provide and thereafter maintain throughout the whole length of the said bridge and the immediate approach thereto from the north accommodation for two mains each having an internal diameter of twelve inches. The said accommodation shall be available to the board free of charge and shall comply with the following conditions namely:—
- (a) The accommodation shall be such that the space above and at each side of each of such mains shall so far as is reasonably practicable be sufficient to enable the servants of the board to obtain access to the said mains for the purpose of repairing or examining the same;
- (b) The accommodation provided shall be situate beneath the footpath or footpaths of the said bridge and the immediate approach thereto from the north and the Company shall if reasonably practicable maintain a depth of not less than six inches from the highest part of the main to the surface of the footpath:
- (6) In constructing the bridge carrying Dudding Hill Lane Willesden over the Widening No. 1 by this Act authorised or at any time after such construction the Company shall at the request and at the cost in all respects of the board provide and thereafter maintain alongside the bridge carrying the said lane

over the said widening piers brackets or cantilevers for supporting a steel main 30 inches in internal diameter to be provided by the board if and when they so desire and to be fixed by the board under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company: A.D. 1912.

(7) Nothing contained in this section or in the protective section shall in any way prejudice or affect the rights of the Company under section 16 of the New River Company's Act 1897 in respect of the Staines Communication Works of the board situate in or under the railway of the Company numbered on the deposited plans 24 in the parish of Willesden near and on the east side of the bridge carrying Neasden Lane over the said railway :

(8) If any difference shall arise under this section between the Company or the two Companies as the case may be and the board such difference shall be settled in accordance with the provisions of subsection (7) of the protective section.

**37.** For the protection of the Hertfordshire County Council (in this section called "the county council") the following provisions notwithstanding anything shown on the deposited plans and sections or contained in this Act shall (except so far as may be otherwise agreed in writing between the county council and the two Companies) apply and have effect (that is to say):— For protection of Hertfordshire County Council.

(1) The bridge for carrying the main road from Watford to Rickmansworth numbered on the deposited Plans 6 in the parish of Rickmansworth over Railway No. 2 shall be constructed only in accordance with the following particulars:—

(a) The width of the bridge and the immediate approaches of such bridge between the parapets and fences shall be not less than 40 feet and a footpath shall be constructed on each side of the roadway upon the bridge and such approaches of the width of 8 feet;

(b) The parapets of the bridge shall be not less than 6 feet in height above the level of the footpath and shall be completely closed and be constructed of brick stone or iron;

A.D. 1912.

(c) The fences on either side of the immediate approaches to the bridge shall be not less than 5 feet in height above the level of the adjoining footpath ;

(d) The bridge and immediate approaches shall be of sufficient strength to carry a double line of tramway or light railway in addition to the ordinary traffic on the road ;

(e) The bridge shall provide accommodation for the laying over the same of sewers drains gas and water pipes and electric wires by the construction of such bridge so as to afford a depth of not less than three feet between the surface of the roadway and the extrados of the arch ;

(f) The roadway upon such bridge and (so far as may be reasonably necessary) the immediate approaches thereto shall be made up drained and channelled and the footpaths paved and kerbed to the reasonable satisfaction of the county council :

- (2) The bridge to be constructed for carrying Railway No. 2 over Baldwins Lane No. 21 in the parish of Rickmansworth Rural shall for a space of 12 feet in the centre of such lane have a clear headway above the existing surface of the road of not less than 18 feet and a clear span throughout between the abutments measured on the square and without any intervening support or obstruction of not less than 40 feet and no part of any abutment or pier of such bridge shall be placed on any part of such road ;

The underside of such bridge shall be constructed and maintained by the two Companies in a reasonably watertight condition and provided with sufficient gutters and down spouts and such down spouts shall in each case be connected with the nearest surface water ditches or drains or with a drain to be constructed by the two Companies for the purpose of preventing any water from such bridge flowing in or over the road :

- (3) The bridge to be constructed for carrying the Railway No. 3 over the River Chess shall have a clear headway and a clear span of not less than the headway

and span of the existing bridge carrying the existing railway over the said river : A.D. 1912.

- (4) The two Companies shall construct the said two bridges and any widening of the existing bridge carrying the existing railway over the main road leading from Watford to Rickmansworth and numbered on the deposited Plans 2 in the parish of Rickmansworth in accordance with such plans sections and specifications as shall have been previously submitted to and approved by the county council or in case of difference between the two Companies and the county council as shall be determined by an arbitrator appointed as herein-after provided and under the supervision and to the reasonable satisfaction of the county council Provided always that the said existing bridge and any widening thereof to be constructed under the powers of this Act shall together not exceed 75 feet in width Provided also that if the county council shall not approve or disapprove of any such plans sections and specifications within 21 days after the same shall have been submitted to them they shall be deemed to have approved the same :
- (5) The provisions of subsections (2) and (3) of the section of this Act of which the marginal note is "For protection of Watford Urban District Council" shall enure for the benefit of the county council as if the same had been repeated in this section and as if the expression "the council" therein meant the county council :
- (6) If the surveyor to the county council shall certify that at any time during the construction of the railways and works by this Act authorised any main road has been injured or any extra expense has been incurred by the county council for the maintenance or repair of any such road by reason of traffic owing to or arising out of the construction of any of such railways and works the two Companies shall on demand pay to the county council such sum as shall be certified by such surveyor or in case of difference by an arbitrator appointed as herein-after mentioned to be the cost of making good such injury or the extra expense so incurred by the county council :

A.D. 1912.

- (7) No lands in the county acquired by the two Companies under the powers of this Act shall be used for providing accommodation for persons of the working class other than the employees of the two Companies without the consent of the county council:
- (8) Any difference between the county council and the two Companies under this section or between the county council the Watford Urban District Council and the two Companies under subsection (5) hereof or as to the reasonableness of any requirement of either the county council or the Watford Urban District Council under this section shall be referred to an arbitrator to be appointed failing agreement by the President for the time being of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply to the reference.

For protec-  
tion of  
Grand Junc-  
tion Canal  
Company.

**38.** Whereas Railway No. 2 (herein-after in this section referred to as "the railway") is shown on the deposited plans as intended to be carried across the canal of the company of proprietors of the Grand Junction Canal (in this section called "the canal company") in the parish of Rickmansworth Rural in the county of Hertford at two points the one at 6 chains or thereabouts and the other at 1 mile 4 furlongs and 8 chains or thereabouts respectively measured from the commencement of the railway Therefore the following provisions shall apply for the protection of the canal company unless otherwise agreed between the two Companies and the canal company:—

- (1) At the first of the two points herein-before referred to the railway shall be carried over the said canal which is there distinguished on the said deposited plans by the No. 13 by means of the bridge by which the existing railway of the Company is carried over the said canal at that point and not otherwise:
- (2) At the second of the two points herein-before mentioned the railway shall be carried over the said canal and the towing-path thereof and the adjoining property of the canal company which are there distinguished on the said deposited plans by the No. 24 by means of a bridge consisting of a single span of not less than 80 feet measured at right angles to the face of the abutments which shall be parallel with the



centre line of the canal and having a clear headway throughout of not less than 15 feet above the weir level of the said canal at the point of crossing and not exceeding 65 feet in width in the clear measured at right angles with the parapets The said bridge shall be constructed of brick stone steel or iron or any of those materials combined:

- (3) The two Companies shall at all times during the construction of the said bridge keep an uninterrupted navigable width of waterway in the said canal of not less than 30 feet and a clear width of towing-path of not less than 6 feet and a clear headway above the level of such waterway and towing-path of not less than 9 feet:
- (4) The said bridge shall be completed and all temporary works in connexion therewith shall be removed from the property of the canal company with all due despatch after the commencement thereof:
- (5) The said bridge and all works connected therewith 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 under the superintendence and to the reasonable satisfaction of such engineer and the said bridge and works shall be maintained in good and substantial repair by and at the expense of the two Companies and in the event of the two Companies at any time neglecting after due notice from the canal company to so maintain the said bridge and works or any of them the canal company may repair the same and recover the expense reasonably incurred by them in so doing from the two Companies Provided that if the said engineer shall for a period of twenty-one days after the submission of the said plans sections and particulars neglect or refuse to signify his approval or disapproval thereof the same shall be deemed to have been approved by him:
- (6) If in the construction maintenance or repair of the said bridge or works or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof any damage to

A.D. 1912.

the said canal or the towing-path or works of the canal company or any obstruction to the navigation of the said canal or the passage of traffic along the towing-path contrary to the provisions of this section or loss of water from the said canal shall at any time be occasioned and the canal company shall give the two Companies notice thereof the two Companies shall forthwith at their own expense restore the said canal towing-path or works 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 default by the two Companies in so doing it shall be lawful for the canal company to do the same and to recover the expense reasonably incurred by them of so doing from the two Companies who shall also compensate and indemnify the canal company for and in respect of all damage loss costs and expenses which the canal company may sustain or incur by reason or in consequence of any such damage obstruction or loss of water :

- (7) The two Companies shall not otherwise than by agreement acquire or use any land of the canal company but the two Companies may purchase and take and the canal company may and shall sell and grant an easement or right of constructing maintaining and using the railway across the property of the canal company in manner shown on the deposited plans but subject to the provisions and restrictions contained in this section and the consideration to be paid for such easement or right shall in case of dispute be determined by arbitration in manner provided by the Lands Clauses Acts with respect to the purchase and taking of land otherwise than by agreement :
- (8) Notwithstanding anything contained in the section of this Act of which the marginal note is " Railways may be worked by electrical power " the two Companies shall not lay down or place any cable main wire or other electrical work or apparatus in under or along a bridge carrying the railway over the said canal in

such manner as to diminish the span or headway of such bridge or the space available for canal traffic thereunder. If any cable main wire or other work or apparatus shall be laid down or placed in contravention of the provisions of this subsection the canal company may remove the same and recover the expense reasonably incurred by them in so doing from the two Companies:

- (9) If any difference shall arise between the two Companies and the canal company under this section 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 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 two Companies or the canal company and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

**39.** In constructing Railways Nos. 2 and 3 by this Act authorised where they pass through the estate of the Master and Fellows of Gonville and Caius College in the University of Cambridge (herein-after called "the owners") the following provisions for the protection of the owners shall notwithstanding anything contained in this Act or shown on the deposited plans unless otherwise agreed in writing between the owners and the two Companies have effect (that is to say):—

For protection of Master and Fellows of Gonville and Caius College Cambridge.

- (1) The two Companies shall not stop up curtail obstruct or otherwise interfere with the existing road or cartway passing along the north-west side of the towpath of the Grand Junction Canal and under the existing bridge carrying the existing railway of the Company:
- (2) The two Companies shall for the accommodation of the owners and their tenants construct the four bridges the diversions of occupation roads and the new road respectively shown in blue on the plan signed in duplicate by William Willox and Charles Bidwell and all necessary or convenient incidental works and the owners their successors grantees and assigns shall at all times after the construction of the said bridges

A.D. 1912.

approaches new road and diverted roads have full and free liberty of user of such roads and the roads over such bridges :

- (3) The said bridges and immediate approaches and incidental works shall be constructed at such points at or near the sites thereof shown upon the said plan as the owners may reasonably require without materially increasing the cost of and incidental to their construction and in accordance with plans sections and elevations to be previously submitted to and approved by the owners or in case of difference between the two Companies and the owners as shall be settled by an arbitrator appointed as herein-after provided to the reasonable satisfaction of the owners Provided that if the owners shall not approve or disapprove such plans sections and elevations within 21 days after the same shall have been submitted to them they shall be deemed to have approved the same :
- (4) The widths of the said bridges (Nos. 1 and 2 on the said plan) and immediate approaches thereto between the parapets and fences shall be not less than 40 feet and a footpath shall be constructed on each side of the roadways upon the said bridges and approaches of the width of 8 feet :
- (5) The width of the said bridge (No. 3 on the said plan) and immediate approaches thereto between the parapets and fences shall be not less than 36 feet and a footpath shall be constructed on each side of the roadway upon the said bridge and approaches of the width of 6 feet :
- (6) The width of the bridge (No. 4 on the said plan) and immediate approaches thereto between the parapets and fences shall not be less than 22 feet and a footpath shall be constructed on each side of the road upon the said bridge and approaches of the width of 3 feet :
- (7) The parapets of each of the said bridges shall not be less than 5 feet in height from the level of the footpath and shall be completely close and be constructed of brick stone iron or ferro-concrete :
- (8) The bridges and immediate approaches thereto shall be of sufficient strength to carry the ordinary traffic

lawfully using the roads of the district and steam rollers and other engines not exceeding 16 tons in weight: A.D. 1912.

- (9) In constructing the said bridges Nos. 1 2 3 and 4 the two Companies shall provide accommodation for the laying over the same of sewers drains gas and water pipes and electric mains by constructing such bridges so as to afford a depth of not less than 3 feet between the surface of the roadway and the extrados of the arch and the owners shall be at liberty at all times hereafter to lay down use repair alter and maintain or remove any sewers drains pipes mains or other apparatus at any reasonable depth and in any reasonable position along and under the surface of the roads over such bridges and the said new road and diverted roads Provided that no such works shall be constructed except after due notice to the engineer of the two Companies or so as to in any way interfere with the structure of any such bridge:
- (10) The roads and footpaths upon the said bridges and the immediate approaches thereto and also the said diverted roads and new road shall be made up metalled kerbed and channelled to the reasonable satisfaction of the owners and shall be maintained and repaired by the two Companies for twelve calendar months after completion ready for use:
- (11) The two Companies shall not at any time except as in this subsection provided use the said bridges or any part thereof for any advertising purposes nor place upon or attach to the said bridges any poster or advertisement of any description Provided that this subsection shall not apply to any railway or traffic notices of the two Companies:
- (12) The said new road shall be of the width between the fences of 40 feet and the said diversions of the occupation roads shall be of the width between the fences of 36 feet:
- (13) The two Companies shall if at any time hereafter requested by the owners so to do construct sewers and culverts across the said Railways Nos. 2 and 3

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in such positions as the owners shall reasonably require and upon completion of the same the owners shall pay to the two Companies the net cost of the said work:

- (14) The surveyor of the owners and his assistants or other persons appointed by the owners shall from time to time and at all times during the construction of the said Railways Nos. 2 and 3 and during the construction of the bridges and other works referred to in this section at their own risk have full power to enter on and inspect the progress and condition of such bridges and other works and to see that the provisions of this Act are being complied with:
- (15) The two Companies shall not under the powers of this Act acquire any land of the owners other than such as shall be reasonably necessary for the construction of the said Railways Nos. 2 and 3:
- (16) Any difference between the owners and the two Companies under or in connexion with this section shall be referred to a sole arbitrator to be appointed failing agreement 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 any such arbitration.

For protection of  
Watford  
Urban  
District  
Council.

**40.** Notwithstanding anything contained in this Act or shown upon the deposited plans and sections or contained in the deposited books of reference the following provisions for the protection and benefit of the Watford Urban District Council (in this section referred to as "the council") shall unless otherwise agreed between the council and the two Companies apply and have effect (that is to say):—

- (1) (A) The two Companies shall not under the powers conferred upon them by this Act or by any general or special Act now in force acquire any land to the north or east of the line coloured red and marked X Y Z upon the plan marked "A" which plan has been signed in triplicate by Arthur Wellesley Soames 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 of the House of Commons

one copy in the Parliament Office of the House of Lords and one copy at the office of the Company and also by William Walter Newman on behalf of the council and by William Willox on behalf of the two Companies Nor shall the two Companies acquire any land in the Watford Urban District to the northward or north-westward of the northerly limit of deviation shown upon the deposited plans; A.D. 1912.

(B) The two Companies shall construct their proposed terminal passenger station in the Watford Urban District on the northerly side of their proposed terminal goods station in the said district with an entrance thereto from the road called Cassiobury Park Avenue or a continuation thereof:

(2) (A) Railway No. 2 authorised by this Act shall be carried over the valley of the River Gade in such a way that there shall be between the Grand Junction Canal and the River Gade (in addition to the bridges above the River Gade and Rousebarn Lane hereinafter particularly specified) a bridge in a position to be approved by the council with two openings and each such opening shall be not less than thirty feet in clear width and shall have a clear headway of not less than fifteen feet above the normal water level of the Grand Junction Canal And the said railway shall be carried over the River Gade by a bridge having an arch not less than fifty-five feet in clear width measured on the square such arch having a clear headway as aforesaid;

(B) The said bridges and the bridge mentioned in subsection (3) of this section shall be constructed to the reasonable satisfaction of the council in positions and in accordance with plans and sections to be submitted to and reasonably approved by them at least twenty-eight days before the work of constructing such bridges shall be commenced provided that if the council neglect for a period of twenty-eight days after the submission of such plans and sections to notify their approval or disapproval thereof they shall be deemed to have approved thereof:

(3) In the construction of the said Railway No. 2 the same shall be carried over the public road known

A.D. 1912.

as Rousebarn Lane by a bridge having a clear span across such road of not less than forty feet measured on the square and having a clear headway throughout such span of not less than twenty-four feet above the normal water level of the River Gade :

(4) The council shall have full liberty at all times hereafter to lay down make repair alter relay maintain or remove any sewers drains mains pipes or other apparatus at any reasonable depth and in any reasonable position along and under the surface of the said Rousebarn Lane and any widening thereof and if at any time in the execution of any such work as aforesaid it shall be reasonably necessary or the council shall be required by the two Companies to go to any additional expense to prevent damage to the undertaking or works of the two Companies the two Companies shall (subject to the proviso herein-after contained) from time to time repay such additional expense to the council Provided always that the two Companies shall not be liable to repay any such additional expense in the case of any such sewer drain main pipe or other apparatus as aforesaid which shall not be laid within five feet of either side of the centre line of the archway or opening to be formed by the bridge described in subsection (3) hereof :

(5) The two Companies shall construct and maintain a proper parapet or screen of not less than six feet in height above the level of the rails for the full width of the span of the said bridge over Rousebarn Lane and the said bridge and any other bridges to be constructed by the two Companies within the district of the council shall be constructed and maintained so as to prevent the dripping of water therefrom :

(6) The two Companies shall not at any time except with the consent of the council or as in this subsection provided use the said bridges or any part thereof for any advertising purposes nor place upon or attach to the said bridges any poster or advertisement of any description Provided that this subsection shall not apply to any railway or traffic notices of the two Companies :



- (7) The proposed terminal goods station in the Watford Urban District shall be connected with the Rickmansworth Road by a new road to be constructed by and at the expense of the two Companies and the two Companies shall at all times take effective means to prevent any access being afforded for vehicular traffic to or from their goods yard from or to Cassiobury Park Avenue or Shepherds Road and shall not at any time convey or permit to be conveyed goods from or to their said yard along the said two last-mentioned roads Provided that this prohibition shall not apply to goods conveyed or intended to be conveyed by passenger train and that nothing in this subsection shall prevent the collection and delivery of goods in the said Cassiobury Park Avenue or Shepherds Road so long as any goods so collected or delivered are conveyed to or from the said goods yard by means of Rickmansworth Road : A.D. 1912.
- (8) Before commencing any works by this Act authorised which will or may pass over or otherwise 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 two Companies 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 shall be reasonably approved by the council Notice of the council's approval or disapproval and the grounds thereof shall be given to the two Companies or either of them within twenty-eight days after the receipt of any such plans and sections and in default of notice within the time aforesaid the same shall be deemed to have been approved by the council :
- (9) The two Companies 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

A.D. 1912.

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 :

- (10) The two Companies 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 Rousebarn Lane and the two Companies shall make and carry into effect such arrangements for lighting and watching any part of that lane which may be interfered with by them as may be reasonably necessary to prevent any damage danger or accident or as may be reasonably required by the council:
- (11) 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 and during the construction of the bridges referred to in this section have full power to enter on and inspect the progress and condition of such works and bridges to see that the provisions of this Act are being complied with :
- (12) All works required to be carried out by the two Companies under the provisions of this section shall be done under the superintendence (if given) and to the reasonable satisfaction of the council or their surveyor at the costs charges and expenses in all respects of the two Companies and all reasonable 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 two Companies:
- (13) All public roadways and footways within the district of the council altered interfered with or disturbed by the two Companies in carrying into effect the purposes and provisions of this Act shall be by and at the expense of the two Companies and to the reasonable satisfaction of the council restored and made as good in all respects, as they were before the execution by the two Companies of the works affecting the same :

- (14) The two Companies 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 two Companies of any works under the authority of this Act: A.D. 1912.
- (15) The two Companies shall not supply electrical energy within or for use within the district of the council except for the purposes of their railway or to any building within the limits of their passenger station and goods yard or to any building fronting on the approach road to the said goods yard and occupied by the station staff:
- (16) Any difference which may arise under or in connexion with any of the provisions of this section shall be referred to the arbitration of a single 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 subject as aforesaid apply to every such arbitration.

41. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect:—

For protection of London and North Western Railway Company.

- (1) The Company shall construct Widening No. 2 by this Act authorised so far as the same passes over or affects the Hampstead Junction Railway and the lands or works of the North Western Company held or connected therewith (herein-after referred to as "the said railway") in such lines within the limits of deviation shown on the deposited plans as shall be approved by Ernest Crosbie Trench or other the principal engineer for the time being of the North Western Company (herein-after referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon:

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- (2) The Company shall carry the said Widening No. 2 where the same is intended to cross the said railway by means of a wrought-iron or steel girder bridge with wrought-iron or steel flooring of two clear spans of not less than 26 feet each measured on the square each of such spans to have a headway throughout of not less than 14 feet 6 inches above the upper surface of the rails of the said railway as existing when the bridge is constructed and the Company shall for ever maintain such headway :
- (3) If by reason of the construction of the said Widening No. 2 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company :
- (4) The Company shall construct the said Widening No. 2 where the same will pass over the said railway and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of Widening No. 2 or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved or if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same until the same shall be approved (subject however to the special provisions of this section) by an engineer to be appointed as in this section provided :
- (5) The said portion of Widening No. 2 and all works necessary or incident to the construction thereof or

affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer : A.D. 1912.

- (6) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter company as may be necessary for the construction of the said portion of Widening No. 2 in accordance with the provisions of this section :
- (7) During the construction or maintenance of the said portion of Widening No. 2 the Company shall bear and on demand pay to that company all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching the said railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (8) The Company shall at all times maintain the said portion of Widening No. 2 and all the works connected therewith and incident thereto in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by

A.D. 1912.

the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :

(9) Notwithstanding anything in this Act contained if by reason of the execution of any of the said works or any proceedings of the Company or the failure of any of the said works or any act or omission of the Company or of their contractors or any person or persons in the employ of the Company or of their contractors the said railway shall sustain any injury or damage such injury or damage shall be forthwith made good by the Company at their own expense or in the event of the Company failing so to do the North Western Company may make good the same and recover the reasonable expense thereof from the Company And if any interruption shall be occasioned to such traffic or any injury shall be caused to any passenger or workman by reason of any of the matters or causes aforesaid the Company shall on demand pay to the North Western Company all damages costs and expenses to which they may be put (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed) as well as full compensation for the loss and inconvenience sustained by the North Western Company by reason of any such interruption such damages costs expenses and compensation to be recoverable from the Company :

(10) If any difference shall arise under the provisions of this section between the respective engineers of the Company and the North Western Company as to any works to be carried out in pursuance thereof or the plans sections and specifications herein-before provided for or the reasonableness of any requirement of the said principal engineer such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company and the provisions of the Arbitration Act 1889 shall apply to any such reference :

(11) The Company and the North Western Company may agree any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed. A.D. 1912.

42. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall unless otherwise agreed apply and have effect:—

For further protection of London and North Western Railway Company.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the two Companies shall construct so much of Railway No. 2 by this Act authorised as is situate at 1 mile 2 furlongs 5½ chains measured from the commencement thereof on the centre line shown on the deposited plan at a height of 5 feet above the levels shown on the deposited section and shall if required in writing by the North Western Company within three months after the passing of this Act in lieu of a solid embankment construct at the expense of the two Companies at the point aforesaid a bridge to carry the said Railway No. 2 over any railway which the North Western Company may at any future time be authorised to construct as an extension of their Croxley Green Branch Railway such bridge to be of a span of not less than 26 feet measured on the square and with a depth of construction not greater than 2 feet 6 inches measured from the upper surface of the rails of the said Railway No. 2 to the underside of the girders of the said bridge so as to admit of a clear headway of not less than 14 feet 6 inches over the rails of any such extension as aforesaid and such bridge shall be constructed in all things according to drawings to be reasonably approved by the principal engineer of the North Western Company and if the principal engineer shall for the period of one month neglect or refuse to approve such drawings or shall disapprove the same a difference shall be deemed to have arisen between the two Companies and the North Western Company:

(2) Any difference between the two Companies and the North Western Company touching any of the provisions of

A.D. 1912.

this section shall be decided in accordance with the provisions of subsection (10) of the section of this Act the marginal note whereof is "For protection of London and North Western Railway Company."

For protection of Messrs. Robert Ashby and Charles Brightman.

**43.** In constructing Railway No. 2 by this Act authorised (herein-after referred to as "the railway") where it passes through the lands in the parish of Watford Urban in the county of Hertford belonging to Robert Ashby and Charles Brightman (in this section referred to as "the owners") the following provisions shall apply and have effect:—

- (1) The two Companies shall at their own expense construct a roadway 40 feet in width on the northerly side of the said intended railway to give access from the owners' property to Rousebarn Lane numbered 4 on the deposited plan in respect of the parish of Watford Urban and are hereby authorised to acquire compulsorily so much of the land numbered 5 on the said deposited plan as may be required for the purpose of the said roadway and shall grant to the owners their heirs and assigns a right of way at all times and for all purposes over and along the roadway so to be constructed and the right of laying sewers and surface water drains under such roadway :
- (2) The two Companies shall at their own expense construct a sufficient sewer and surface-water drain in a suitable position under the railway so as to take the sewage and storm water from the owners' land on the north-west side of the railway and shall grant to the owners their heirs and assigns the right to use such sewer and such surface-water drain and they shall have the right to make connexions therewith on both sides of the railway :
- (3) If any difference shall arise between the owners and the two Companies as to the manner in which any of the works in this section provided for are to be executed or as to the sufficiency thereof or any part of the same such difference shall be settled and determined by the respective engineers of the owners and the two Companies or failing agreement by an engineer to be appointed as arbitrator by the



President for the time being of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply. A.D. 1912.

44. The following provisions shall unless otherwise agreed have effect for the protection of the governors of Watford Grammar Schools (in this section called "the governors") :—

For protection of Governors of Watford Grammar Schools.

(1) In constructing the proposed passenger station and goods yard in the position approximately shown on the plan signed in duplicate by Henry Morten Turner on behalf of the governors and by William Willox on behalf of the two Companies and the approach roads to such passenger station and goods yard the two Companies shall not use the strip of land shown on the said plan and thereon coloured red for the purpose of the said goods yard or approach roads but may use the same for the erection of traders' offices or of houses for the accommodation of the two Companies' staff or for any other purpose which shall not be a nuisance or annoyance to the governors or the masters or boys of the said schools:

(2) The two Companies shall pay to the governors the expense (not exceeding fifty pounds) to be incurred by the governors of planting trees or shrubs along the boundary of the land belonging to the governors abutting on the said strip of land coloured red such payment to be made within one calendar month from the actual expenditure by the governors.

45.—(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (herein-after called "apparatus") of any local authority company body or person whose mains pipes wires or other works may be interfered with during the construction of the widenings and railways by this Act authorised (each herein-after referred to as "the protected company") are situate the Company or the two Companies as the case may be shall deliver to the protected company plans sections and descriptions of all works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the protected company at least twenty-one days before the commencement of any such work.

General provisions for protection of gas water hydraulic power and electric companies and public bodies.

A.D. 1912.

If it should appear to the protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water gas hydraulic power or electric energy the protected company may give notice to the Company or the two Companies as the case may be to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (herein-after called "protective works") shall be settled as herein-after provided and all such protective works shall save as herein-after provided be done and executed by and at the expense of the Company or the two Companies as the case may be but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company or the two Companies as the case may be And if any protected company by notice in writing to the Company or the two Companies as the case may be within fourteen days after the receipt by them of notice of the intended commencement by the Company or the two Companies as the case may be of any such works of the Company or the two Companies as the case may be so require the protected company may by their own engineer or workmen do and execute protective works so far as they affect the apparatus of the protected company and the Company or the two Companies as the case may be shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such protective works.

(2) In the event of the plans sections and descriptions so delivered to the protected company as aforesaid not being objected to within fourteen days from such delivery the works shown and described thereon shall be executed in strict accordance therewith.

(3) The protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the protected company will be interfered with or affected during construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company or the two Companies as the case may be and be paid by them to the protected company.

(4) If any interruption in the supply of water gas hydraulic power or electric energy by the protected company shall without the written authority of the protected company be in any way occasioned either by reason of the exercise of the statutory powers conferred upon the Company or the two Companies as the case may be or by the act or default of the Company or the two Companies as the case may be or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company or the two Companies as the case may be shall forfeit and pay to the protected company for the use and benefit of the protected company a sum not exceeding ten pounds for every hour during which such interruption shall continue.

A.D. 1912.

(5) The expense of all repairs or renewals of any apparatus of the protected company or any works in connexion therewith which may at any time hereafter be rendered necessary either by reason of the exercise of the statutory powers conferred upon the Company or the two Companies as the case may be or by the acts or defaults of the Company or the two Companies as the case may be their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company or the two Companies as the case may be whether during the construction of the widenings railways and works or at any time thereafter shall be borne and paid by the Company or the two Companies as the case may be.

(6) It shall be lawful for the protected company and the engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands works and premises of the Company or the two Companies as the case may be at any point or place where there is existing apparatus of the protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing the protected company their engineers or workmen or others in the employ of the protected company shall not interrupt the user of any of the works of the Company or the two Companies as the case may be by this Act or any other Act authorised And provided also that the protected company shall make good and reimburse to the Company all damages to such works occasioned by the exercise of the powers by this section reserved to the protected company.

A.D. 1912.

(7). If any difference shall arise with respect to any matter under this section between the Company or the two Companies as the case may be and the protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to the protected company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of the Company or the two Companies as the case may be and the protected company or either of them by the President of the Institution of Civil Engineers under the provisions of the Arbitration Act 1889 and in settling any question under this section an arbitrator shall have regard to any duties or obligations which the protected company may be under in respect of their apparatus and may if he thinks fit require the Company or the two Companies as the case may be to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the protected company's apparatus is used.

### PART III.

#### FINANCE AND MISCELLANEOUS.

Power to  
Company to  
raise addi-  
tional capi-  
tal.

**46.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole four hundred thousand pounds nominal capital by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively and the provisions of section 24 of the Metropolitan Railway Act 1905 shall apply to any preference stock created under the powers of this Act but the Company shall not issue any share 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.

New shares  
or stock to be  
subject to  
same in-  
cidents as  
other shares  
or stock.

**47.** Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing

capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital. A.D. 1912.

**48.** The capital in new shares or stock so created shall form part of the capital of the Company. New shares or stock to form part of capital of Company.

**49.** Every person who becomes entitled to such new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be. Dividend on new shares or stock.

**50.** 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 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. New and existing shares or stock may be of same class.

**51.** The Company may from time to time issue and dispose of any capital which they are authorised to raise at such times to such persons on such terms and conditions at such price above or below the nominal amount and in such manner as the directors think advantageous to the Company and the Company may create and issue debenture stock for the money which they are authorised to borrow notwithstanding that the stock in respect of which it is authorised to be borrowed is issued at a discount. Issue of capital and exercise of borrowing powers.

**52.** The Company may borrow on mortgage of their undertaking in addition to any other sums which they are or may be authorised to borrow by any other Act or Acts of Parliament any sum or sums not exceeding in the whole one third part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by shares or stock. But no part thereof shall be borrowed until shares or stock for the whole of the said capital shall have been issued and a sum equal to one half of such capital shall have been paid in respect of such shares or stock 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 Power to borrow.

A.D. 1912. certifies that such shares or stock as the case may be were issued and accepted and are held bonâ fide by the persons to whom the same were issued or their executors administrators successors or assigns and that the said sum has been paid in respect thereof and upon production to such justice of the books of the Company and of such other evidence as he may think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture stock.

**53.** 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 and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under any previous Act or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Provisions as to issue of debenture stock.

**54.** Any debenture stock which under the provisions of this Act or any other Act or Acts of Parliament passed before or after the passing of this Act may be created or issued by the Company may if issued as a three and a half per centum debenture stock be of the same class and description in all respects as and may be in addition to and form part of the existing Metropolitan Railway Three-and-a-half per Centum A Debenture Stock.

Receipt in case of persons not sui juris.

**55.** If any money is payable to a stockholder shareholder mortgagee or debenture stockholder in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

For appointment of a receiver.

**56.** 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 principal money or interest 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. A.D. 1912.

The mortgagees of the undertaking 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.

**57.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but 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. Existing mortgages to have priority.

**58.** All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the equipment for electric traction of the widenings and railways by this Act authorised and to the general purposes of the Company being in each case purposes to which capital is properly applicable. Application of moneys by Company.

**59.** 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 and which may not be required for the purposes to which they are by any such Act made specially applicable. Power for Company to apply corporate funds to purposes of Act.

**60.** Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any shareholder or stockholder on the amount from time to time paid up on the shares or stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as Power for Company to pay interest out of capital during construction.

A.D. 1912. the directors may determine but subject always to the conditions herein-after stated (that is to say):—

- (A) No such interest shall begin to accrue until the company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two thirds at least of the capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders or stockholders who or whose executors administrators or assigns are legally liable for the same:
- (B) No such interest shall accrue in favour of any shareholder or stockholder for any time during which any call on any of his shares or stock is in arrear:
- (C) The aggregate amount to be so paid for interest shall not exceed ninety thousand pounds and the amount so paid shall not be deemed capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid:
- (D) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares or stock and in every certificate of shares or stock:
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest 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 or stockholder on the amount of the calls made in respect of the shares or stock held by him but nothing in this Act shall prevent the Company from paying to any shareholder or stockholder 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.

Power to  
make agree-  
ments be-  
tween Com-  
pany and

**61.** The Company and the Great Central Company may enter into and carry into effect agreements with reference to the construction use management and maintenance of Railways



Nos. 2 and 3 by this Act authorised and the works and conveniences connected therewith and for the vesting or leasing thereof in or to the Joint Committee as part of the joint undertaking authorised by the Joint Act of 1905.

A.D. 1912.  
Great Central Company.

**62.** The Great Central 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 or may be authorised to raise by any of their Acts and which are not required for the purposes to which they are or may be by those Acts made specially applicable.

Application of moneys by Great Central Company.

**63.** Section 26 of the Metropolitan Railway Act 1901 (For protection of Postmaster-General) shall apply in relation to the working by electrical power of the widenings and railways authorised by this Act by the Company or the two Companies as the case may be or the transmission of electrical energy for such working.

For protection of Postmaster-General.

**64.** If any work authorised by this Act involves the removal or alteration of any Post Office letter box the Company or the two Companies as the case may be shall not remove or alter such box but shall give notice to the Postmaster General of the removal or alteration required and the Postmaster General shall remove or alter the box as he may think fit and the Company or the two Companies as the case may be shall pay to the Postmaster General all expenses incurred by him in relation to such removal or alteration.

For further protection of Post Office.

**65.** Section 19 of the Metropolitan Railway Act 1854 shall be read and construed as if the word "varying" had been inserted therein in lieu of the word "reducing" and section 20 of that Act shall be read and construed as if the words "and at any time or times thereafter to increase" were inserted after the word "reduce" and as if the words "or after such increase be more than twelve" were added to that section and as amended the said sections shall extend and apply and be deemed to have always applied to the appointment of directors of the Company to the same extent and effect as if the said sections as hereby amended had been inserted in the said Act of 1854.

Amendment of Act of 1854.

**66.** In settling any question of disputed purchase money or compensation under this Act the jury arbitrators or other

Compensation in case of recent im-

A.D. 1912. authority to whom such question shall be submitted (herein-  
provements after referred to as "the tribunal") shall not award any sum  
in land to be of money for or in respect of any improvement alteration or  
acquired. building made or erected or for or in respect of any interest in  
land created after the sixteenth day of November one thousand  
nine hundred and eleven and before the sixteenth day of  
November one thousand nine hundred and thirteen if in the  
opinion of the tribunal the improvement alteration or building  
or the creation of the interest in respect of which the claim is  
made was not reasonably necessary and was made erected or  
created with a view to obtaining or increasing compensation  
under this Act.

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

**67.** 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.

Provision as  
to general  
Railway  
Acts.

**68.** Nothing in this Act contained shall exempt the Com-  
pany or the Great Central 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 by this Act.

Costs of Act.

**69.** All costs charges and expenses preliminary to and of  
and incidental to the preparing applying for obtaining and  
passing of this Act or otherwise in relation thereto shall be paid  
by the Company and the two Companies in such proportions as  
may be agreed.

The SCHEDULES referred to in the foregoing Act.

A.D. 1912.

**THE FIRST SCHEDULE.**

DESCRIBING LANDS BUILDINGS AND PREMISES OF WHICH  
PORTIONS ONLY MAY BE TAKEN.

Parish or other Area.	Numbers on deposited Plans.
WIDENING No. 2.	
Administrative county of London -	8 22 23 24 25 26 37 38 39 53 54
Parish of St. John Hampstead.	55 56 83 85 86 87 88 and 89.
Metropolitan borough of Hampstead.	
RAILWAY No. 2.	
County of Hertford - - -	17 22 23 25 26 and 27.
Rural district of Watford :—	
Parish of Rickmansworth Rural.	
RAILWAY No. 2.	
Parish of Watford Urban and urban district of Watford.	6 7 8 and 10.
RAILWAY No. 3.	
Parish and urban district of Rickmansworth.	5.
Rural district of Watford :—	
Parish of Rickmansworth Rural	4.

A.D. 1912.

## THE SECOND SCHEDULE.

DESCRIBING LANDS IN RESPECT OF WHICH EASEMENTS  
MAY BE TAKEN.

Parish or other Area.	Numbers on deposited Plans.
WIDENING No. 1.	
County of Middlesex - Parish of Willesden.	47.
WIDENING No. 2.	
Administrative county of London - Parish of St. John Hampstead. Metropolitan borough of Hampstead.	1 and 7.
RAILWAY No. 2.	
County of Hertford - Parish and urban district of Rick- mansworth.	6.
RAILWAY No. 3.	
Rural district of Watford - Parish of Rickmansworth Rural.	5 and 6.

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