



CHAPTER clxxxix.

An Act for incorporating the Watford and Edgware Railway Company and for empowering them to construct a Railway from Watford to Edgware and for other purposes. A.D. 1903.

[11th August 1903.]

WHEREAS the railway hereinafter described would be of public and local advantage :

And whereas the persons hereinafter named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a Company (in this Act called "the Company") and that the requisite powers be conferred upon them :

And whereas plans and sections showing the lines and levels of the railway authorised by this Act and books of reference to the 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 for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Hertford and Middlesex and are hereinafter referred to as the deposited plans sections and 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 :—

1. This Act may be cited as the Watford and Edgware Railway Act 1903. Short title

[Ch. clxxxix.] *Watford and Edgware Railway Act, 1903.* [3 EDW. 7.]

A.D. 1903. **2.** The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. **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.

Company incorporated. **4.** James Henry Hiley Charles William Moore Arthur Stirling and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and works by this Act authorised and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Watford and Edgware Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold lease and dispose of lands and other property for the purposes of this Act.

Power to make railway and works. **5.** 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 railway and other works hereinafter described with all necessary and proper stations approaches works and conveniences connected with such railway and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes.

Description of railway. **6.** The railway hereinbefore referred to and authorised by this Act is—

A railway (6 miles 1 furlong and 7·10 chains in length) commencing in the parish of Watford (Urban) and county of Hertford in High Street Watford near the bridge carrying the said street over the Rickmansworth branch of the London and North Western Railway and terminating in the parish of Edgware in the county of Middlesex in or near

Hale Lane by a junction with Railway (No. 1) authorised by the Edgware and Hampstead Railway Act 1902 at the commencement thereof. A.D. 1903.

7. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Owners may be required to sell parts only of certain lands and buildings.

8. The traffic on the railway shall be worked by means of carriages moved by electric or mechanical power. Motive power.

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

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

A.D. 1903.

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

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

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

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

A.D. 1903.
For pro-
tection of
Postmaster-
General.

10. In the event of the railway of the Company or any part thereof being worked by electricity the following provisions shall have effect :—

- (1) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration :
- (2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection :
- (3) Before any electric line is laid down or any act or work for working the railway by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration :
- (4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious

affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations :

- (5) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :
- (6) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :
- (7) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :
- (8) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :
- (9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :

A.D. 1903.

(10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a company within the meaning of that Act:

(11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid:

(12) In this section the expression "the Company" includes their lessees and any person owning working or running carriages on the railway of the Company.

Capital.

11. The capital of the Company shall be three hundred thousand pounds in thirty thousand shares of ten pounds each.

Shares not to be issued until one fifth paid up.

12. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

13. One fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall intervene between successive calls and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

14. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred thousand pounds but no part thereof shall be borrowed until the whole capital of three hundred thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and that

such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

A.D. 1903.

15. 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. 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.

Arrears may be enforced by appointment of a receiver.

16. 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 created and issued or granted by the Company under this 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.

Power to create debenture stock.

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

Receipt in case of persons not *sui juris*.

18. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

Application of moneys.

19. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

First ordinary meeting.

20. The number of directors shall be three but the Company may vary the number provided that the number be not at any time more than five nor less than three.

Number of directors.

21. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Qualification of directors.

22. The quorum of a meeting of directors shall be two while their number is three and three when their number is more than three.

Quorum of directors.

A.D. 1903.
First and
subsequent
directors.

23. James Henry Hiley Charles William Moore and Arthur Stirling shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act :

Provided that if any of the said first directors die or resign or become incapable of acting previously to the first ordinary meeting the remaining director or directors may nominate another person to supply the place of the director having died or resigned or become incapable of acting.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Period for
compulsory
purchase of
lands.

24. The powers of the Company 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.

Persons
authorised
to convey
lands may
grant ease-
ments &c.

25. 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 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.

Power to
deviate
laterally.

26. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon.

27.—(1) The Company shall not under the powers of this Act purchase acquire or appropriate in any borough or urban district and (elsewhere than in any borough or urban district) any parish ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

A.D. 1903.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of

sections 155 and 156 of the same Act shall apply to buildings erected or provided by the Company for the purpose of any scheme under this section. A.D. 1903
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(9) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses purchased or acquired by the Company for or in connection with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own

A.D. 1903. family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Landowners may exercise powers of Light Railways Act.

28. Any owners of lands which may be taken for the purposes of the railway by this Act authorised shall have and may exercise all such powers as under section 19 of the Light Railways Act 1896 such persons would have and might exercise in the case of a light railway and such powers shall extend to any corporate or college property and the owners thereof.

For protection of London and North Western Railway Company.

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

(1) The Company shall carry the railway by this Act authorised where the same is intended to pass under the main lines of railway of the North Western Company by a wrought iron or steel girder bridge with wrought iron or steel flooring to be of a width of not less than fifty-four feet between the parapets measured on the square the upper surface of the flooring and girders of such bridge to be at a uniform level of three feet at least below the level of the existing rails of the said railway at the said point of crossing and the Company shall when required by the North Western Company extend the said bridge on both sides thereof for a width sufficient to admit of the North Western Company widening their said lines of railway by the addition thereto of an extra line of rails on each side of those now existing such extension of bridge to be similar in all respects to the one of which it is an extension:

(2) The Company shall construct such portion of the said railway as shall be under upon or affect the railways land or works of the North Western Company with two lines of rails only and in such line within the limits of deviation shown on the deposited plans as shall be approved by the principal engineer for the time being of the North Western Company (hereinafter 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 and if any such obstruction or

interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof :

- (3) The Company shall construct the said portion of railway and all the works both temporary and permanent necessary and incident to the construction thereof or affecting 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 such temporary works to be constructed so that the trains of the North Western Company may pass over the same without the necessity of slackening speed and the Company shall not commence the construction of the said portion of railway 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 Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections and specifications or shall disapprove the same then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an arbitrator to be appointed as hereinafter provided :
- (4) The said portion of railway and all works necessary or incidental to the construction thereof or affecting the property or works of the North Western Company shall be executed in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer and the Company shall execute and complete any portions of such works which the said principal engineer shall deem necessary and expedient before they commence any other portion :
- (5) The said portion of railway and works shall after commencement thereof be proceeded with with all practicable dispatch and if in the opinion of the said principal engineer or in case of difference in the opinion of an arbitrator to be appointed as hereinafter provided the Company shall not be proceeding in the construction and execution of the said

A.D 1903.
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portions of railway and works with all reasonable dispatch it shall be lawful for the North Western Company without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of the said portion of railway and works or so much thereof as the said principal engineer may consider desirable or expedient for the safety of their railway property and works and for preventing or removing any obstruction or interference with the safe or convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said portion of railway and works had not been commenced or constructed and the Company shall on demand repay to the North Western Company all payments costs damages and expenses which they may reasonably incur become liable for or be put to in or about the matters aforesaid :

- (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 North Western Company as may be necessary for the construction of the said portion of railway in accordance with the provisions of this section :
- (7) During the construction of the said portion of railway under upon or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to that company all expenses of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof 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 railway and all the works connected therewith and incident thereto by which the said railway shall be carried under across and adjoining the railways works and land of the North Western Company 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 the Company and in default may be recovered by them from the Company :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railway works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (10) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair proportion thereof in case the same minerals shall be required to be left unworked as well as for the protection and safety of the

A.D. 1903.

railway works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :

(11) Any dispute or difference arising between the companies with regard to the foregoing provisions or any of them shall be determined by an arbitrator to be agreed upon between the companies or failing agreement to be appointed on the application of either company by the President of the Institution of Civil Engineers :

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

For protection of All Souls College.

30. For the protection of the Warden and College of the Souls of All Faithful People Deceased in the University of Oxford (in this section referred to as "the college") the following provisions shall unless otherwise agreed in writing between the Company and the college have effect (that is to say) :—

(1) The Company shall at the three points marked respectively A B and C on the plan signed on behalf of the Company by George Frank Burn and on behalf of the college by John James Done provide and thereafter maintain accommodation bridges over the railway with approaches thereto and with proper wing fencing and gates Such bridges shall be constructed of a width between the rails or parapets thereof of not less than twelve feet in the clear and shall be constructed of timber or such other material and of such design as the Company shall think fit so that the same shall be suitable for use for agricultural purposes :

(2) The Company shall stub up and remove all hedgerows upon the property of the college which shall be rendered unnecessary in consequence of the construction of the railway and shall provide and fix field gates to afford access to the severed portions of fields belonging to the college to which access would not otherwise be obtainable :

(3) The Company shall make good the existing system of drainage under any lands acquired by the Company from the college for the construction of the railway so far as such

system will be interfered with by such construction and shall lay such additional drains as may be necessary to accommodate or divert the flow of drainage water under the railway :

- (4) If at any time after the construction of the railway the college shall for the purpose of developing their estate for building lay out and make up roads with footways crossing the railway at or within one hundred feet of the said points marked B and C and the point marked D on the said plan or any of them respectively the Company shall (if required by the college as hereinafter provided) at the points at which such roads cross the railway construct and thereafter maintain permanent bridges in lieu of the said accommodation bridges to carry the said roads over the railway of a width between the parapets not less than the minimum width of a public carriage road with footways as prescribed by the byelaws for the time being of the local authority within whose district such bridges are situate :
- (5) The Company shall commence the construction of each such permanent bridge within three months after receipt of a notice in writing from the college requiring them to do so but the college shall not be entitled to give any such notice until the road to which the same relates shall have been laid out on both sides of the railway and the college shall be actually engaged in making up the same Provided always that the Company shall not be under any obligation to construct more than three such permanent bridges :
- (6) The Company shall be at liberty to remove any of the said accommodation bridges in lieu of which permanent bridges across the railway shall have been completed and opened for traffic :
- (7) All works to be executed by the Company under this section shall be so executed to the reasonable satisfaction of the surveyor for the time being of the college whose fees in respect thereof shall be paid by the Company :
- (8) The college shall have full and unrestricted rights of way over all such bridges as shall be constructed by the Company under the provisions of this section and shall be entitled to lay in the roadway thereof all such sewers drains mains tubes pipes wires and apparatus as they shall think fit Provided always that in exercising the powers of this subsection the college shall not injure or interfere with the structure of any such bridge and shall make good the surface of any such roadway which they shall have broken up :

A.D. 1903.

(9) If any question shall arise as to the obligations of the Company under this section such question shall be determined by an arbitrator to be agreed upon by the Company and the college or failing such agreement by the President for the time being of the Institution of Civil Engineers.

For protection of Colne Valley Water Company.

31. With regard to any works of the Company which may affect the mains or pipes of the Colne Valley Water Company (in this section called "the water company") the Company shall (in addition to the provisions of the Railways Clauses Consolidation Act 1845) observe and comply with the following conditions (that is to say) :—

- (1) The Company shall not raise sink or otherwise alter the position of any of the mains or water pipes belonging to the water company unless notice of the proposed works of the Company affecting such mains and pipes shall not less than three days previously to the commencement of such works by the Company have been given to the engineer for the time being of the water company in writing and the work shall be done to the satisfaction of the engineer of the water company or in case of disagreement between such engineer and the Company as a justice shall direct :
- (2) The Company shall not cause any road to be lowered for the purposes of the railway without leaving a covering of not less than three feet from the surface of the road over such mains or pipes :
- (3) If in constructing the railway the Company divert or alter any main or pipe of the water company laid in any road which shall be carried over the railway by a bridge the Company shall unless the diverted main or pipe is covered to the extent of three feet cover the same with non-conducting composition at least three inches in thickness.

For protection of Grand Junction Canal Company.

32. Whereas the railway by this Act authorised is intended to be carried in close proximity to the Aldenham Reservoir of the Company of Proprietors of the Grand Junction Canal (in this section called "the canal company") in the parishes of Aldenham and Little Stanmore in the counties of Hertford and Middlesex and across the feeder of the said reservoir in the first-named parish at a point 3 miles 2 furlongs and 2 chains or thereabouts from the commencement of the railway Therefore notwithstanding anything in this Act contained the following provisions shall unless otherwise

agreed between the Company and the canal company apply for the protection of the canal company (that is to say) :— A.D. 1903.

- (1) In constructing the railway by this Act authorised the Company shall not deviate the railway from the line thereof shown on the deposited plans so as to construct the same or any of the works thereof upon or over the said reservoir or any part thereof or other property of the canal company or to interfere with the said reservoir or feeder or property of the canal company (except as hereinafter provided) :
- (2) The Company shall not otherwise than by agreement purchase or take any land or property of the canal company but shall only acquire such an easement for crossing the said feeder as may be necessary for the purpose of the construction maintenance and use of the said railway subject to the restrictions herein contained :
- (3) The Company shall not alter the level or bed of the feeder or the banks or boundaries thereof or obstruct the present means of access thereto or divert intercept cut off take use or lessen any of the waters flowing in or by means of the feeder or which otherwise flow or fall into the said reservoir which the canal company is authorised to take for the supply to or use of the said feeder or reservoir respectively or injure or interfere with the said feeder or reservoir or any of the works thereof respectively and the Company shall not without the consent of the canal company under their common seal make any deviation from the levels of the railway as delineated on the deposited sections so as to lower such level where the railway crosses the feeder :
- (4) For the purposes of carrying the railway over the said feeder the Company shall construct and maintain a culvert of brick concrete stone or iron over such feeder and such culvert shall be not less than ten feet span measured at right angles to the face of the abutments thereof and no part of the soffit or underside of such culvert shall be less than six feet clear above the bed of the feeder :
- (5) The canal company shall at all times have free access to the said feeder so far as situate in or under the property of the Company for all purposes connected with the maintenance management working or use of the same or the said reservoir :
- (6) The Company shall construct the said railway between the points marked on the deposited plans 3 miles and 4 furlongs and 3 miles and 7 furlongs respectively in such manner and

A.D. 1903.
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shall execute such works and take such precautions both during and after the construction of the railway as the engineer of the canal company shall reasonably require for the prevention of damage to the said reservoir or the obstruction of the water supplies thereof and for the preservation of a free and uninterrupted access thereto :

- (7) All the works which the Company are by this section required to construct shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and such works shall be constructed and executed according to plans to be submitted to and be subject to the reasonable approval of the engineer of the canal company and shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer. In the event of the Company at any time neglecting after due notice from the canal company to maintain or repair the said works or any of them the canal company may repair the same and recover the expense of so doing from the Company :
- (8) If in the construction maintenance or repair of the said works or any of them or by reason or in consequence of the failure or want of repair thereof any damage to the said reservoir or feeder or other property of the canal company or any loss of water from the said reservoir or feeder or any obstruction to the flow of water thereto or therein shall be at any time occasioned contrary to the provisions of this section and the canal company shall give to the Company notice thereof the Company shall forthwith make good such damage or prevent such loss of water or remove such obstruction (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in case of their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company :
- (9) All works required by this section to be constructed by the Company shall be constructed as expeditiously as possible and the said culvert and the works connected therewith shall be completed within three months from the commencement thereof and if the same shall not be so completed the Company shall pay to the canal company as and by way of liquidated damages the sum of ten pounds for every day

after the expiration of that period until the same shall be completed : A.D. 1903.

- (10) If at any time in the construction of the said works or any of them or by reason or in consequence of the failure or want of repair thereof any damage to the said reservoir or feeder or other property of the canal company or any loss of water from the said reservoir or feeder or any obstruction to the flow of water thereto or therein shall be occasioned the Company shall indemnify and compensate the canal company in respect of all damage or loss they may sustain by reason of any such damage loss or obstruction :
- (11) If any difference shall arise between the Company and the canal company as to the nature of or mode of constructing any works which the Company are by this section required to construct the same shall be settled by arbitration in the manner provided by the Arbitration Act 1889.

33. In the execution of the works and exercise of the powers by this Act authorised the following provisions for the protection of the Hertfordshire County Council (in this section called "the county council") shall unless otherwise agreed in writing have effect (that is to say) :— For protection of Hertfordshire County Council.

- (1) The Company shall not commence or execute any works so far as they affect any main roads or bridges which the county council are bound to maintain and repair and so far as they affect any roads or bridges to the maintenance or repair of which the county council may contribute until one month after they have delivered to the surveyor for the time being of the county council (hereinafter called "the surveyor") plans and sections and a specification of the works intended to be executed And if the said surveyor shall by writing under his hand signify his disapproval of such works within one month after such plans and drawings have been delivered to him then the Company shall not commence or execute any such works unless and until plans and sections thereof shall have been approved by an engineer to be agreed or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company after notice to the surveyor :
- (2) The Company shall execute all such works as aforesaid in accordance with the plans and sections and specification as delivered to the surveyor or as approved by the said

A.D. 1903.

engineer as the case may be and under the superintendence and to the reasonable satisfaction of the surveyor :

- (3) Every bridge to be constructed by the Company for carrying the railway over any highway within the county of Hertford shall be made and maintained so far as is practicable to prevent the dripping of water therefrom on any part of such highway :
- (4) All main roads within the county of Hertford including the drains gullies and footpaths which shall be broken up or disturbed by the Company shall be reinstated by them as soon as reasonably practicable and every part of such roads drains gullies and footpaths so taken up or disturbed shall be kept in repair by the Company for a period of twelve months after their reinstatement :
- (5) The Company shall provide a bridge for carrying over the railway the occupation road and footpath numbered on the deposited plans 74 in the parish of Bushey (Rural) :

The Company shall divert the footpath in the field numbered on the deposited plans 97 in the parish of Bushey (Rural) on the southern side of the railway into Coldharbour Lane numbered on the deposited plans 98 in the same parish and when such deviation is completed may and shall stop up that portion of the said footpath for which the diverted footpath will be substituted :

The Company shall provide a footbridge over their railway in the field numbered on the deposited plans 104 in the parish of Bushey (Rural) and shall divert the footpaths in the fields numbered on the deposited plans 99 and 104 to and over the said footbridge :

The Company shall divert the footpath in the field numbered 5 in the Parish of Aldenham so that it shall be continued along the northern side of the railway into the road numbered 8 in the said parish and stop up that portion of the said footpath for which the diverted footpath shall be substituted :

The Company shall divert the footpaths in the field numbered 10 in the parish of Aldenham so that the same shall be continued along the northern side of the railway into the said road numbered 8 in the said parish :

- (6) Where the railway crosses the stream in the fields in the parish of Bushey (Rural) numbered on the deposited plans

2399 and 100 respectively the Company shall provide an archway of a sectional area to be agreed between the Company's engineer and the surveyor or settled by arbitration as hereinafter provided :

A.D. 1903.
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- (7) Any difference which may arise between the Company and the county council as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto or as to anything to be done or not to be done hereunder shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties by the President of the Institution of Civil Engineers.

34. The Company shall execute the works by this Act authorised so far as the same affect any main roads which the county council of Middlesex (in this section called "the county council") are bound to maintain or to repair and so far also as they affect any roads to the maintenance or repair of which the county council may contribute subject to the following conditions:—

For protection of Middlesex main and subsidised roads.

- (1) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the county council plans and drawings and a specification of the works intended to be executed and the same plans and drawings and specification shall have been examined and approved by the county surveyor by writing under his hand or by the engineer appointed as hereinafter provided Provided always that if the county surveyor shall fail to approve of such works for one month after such plans and drawings have been delivered to the county council then the Company shall not commence nor execute any such works unless and until plans and drawings thereof shall have been examined and approved of by an engineer to be appointed as hereinafter provided :
- (2) The Company shall construct the bridge carrying the Elstree main road over the railway so that the level of the road shall not be altered and the bridge shall have a clear width between the parapets of at least fifty feet Provided that if before the commencement of the construction of the said bridge the said road shall have been widened by the council for a distance of not less than one hundred yards on either side of the centre of the bridge the Company shall construct the said bridge of the width of such widened road but not exceeding sixty feet :

A.D. 1903.

- (3) The Company shall execute all such works as aforesaid in accordance with the said plans drawings and specification as approved at their sole expense and under the superintendence and to the reasonable satisfaction of the county surveyor whose reasonable charges incident to the approval of the said plans and drawings and specification and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the satisfaction of the said surveyor :
- (4) The Company in the execution of any such works as aforesaid shall not cause any interruption of the passage or conduct of the traffic over or along any of the said roads further or otherwise than to the extent of stopping the traffic over one half of the width of the roadway but shall cause as little detriment and do as little damage as may be to the said roads respectively and shall at their own expense in a proper and workmanlike manner and to the satisfaction of the county surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said roads or any or either of them by reason or in consequence of the execution or performance of any such works as aforesaid or any of them or for or by reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised :
- (5) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall within fourteen days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to any such roads as aforesaid and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid :
- (6) The Company shall during the progress and until the completion of so much of the said works as affect any such roads as aforesaid make and carry into effect such

arrangement for lighting and watching the portions of the road interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said roads : A.D. 1903.

- (7) If any difference shall arise between the Company and the county council touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the Company and the county council or by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

35. For the protection of the council of the rural district of Hendon (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):— For protection of
Hendon
Rural Dis-
trict Council.

- (1) The Company shall construct the bridge carrying Hale Lane over the railway and the approaches to such bridge of a width of not less than forty feet between the parapets or fences thereof with a footpath of not less than seven feet in width on each side of such bridge and approaches and shall kerb channel drain fence and make up the roadway of the said bridge and approaches to the reasonable satisfaction of the council :
- (2) The footbridges to be erected over the railway at the footpaths numbered on the deposited plans 7 8 17 and 24 in the parish of Edgware and 9 and 11 in the parish of Little Stanmore shall be constructed of iron and of a design to be approved by the council but such approval shall not in any case be unreasonably withheld :
- (3) The Company shall to the reasonable satisfaction of the council reconstruct and relay for such a distance and at such a depth as may be necessary in consequence of the construction of the railway the existing nine-inch sewer in iron pipes under the railway and ten feet wider than the said railway on each side in Elstree Road with all necessary manholes and lampholes The Company shall give the council power to extend the present sewer under the railway without payment of compensation or other charges :
- (4) The Company shall provide sufficient culverts with head walls at all points at which the railway crosses any watercourse or ditch :

A.D. 1903.

- (5) The Company shall submit to the said council for their approval plans sections and details showing all bridges footbridges sewers and culverts before any of the works are commenced :
- (6) All expenses reasonably incurred by the council in connection with the approval of any works required by this section shall be defrayed by the Company :
- (7) If any question shall arise between the Company and the council under this section such question shall be determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed by the President of the Institution of Civil Engineers.

For protection of
Watford
Urban District Council.

36. For the protection of the urban district council of Watford in the county of Hertford (in this section called "the council") the following provisions shall have effect (that is to say) :—

- (1) In this section "the railway" means the railway and works which the Company are by this Act authorised to construct in the district of the council and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875 :
- (2) In constructing the railway between its commencement and the point where it crosses the London and North Western Railway main lines the Company shall and they are hereby required to carry the railway upon arches so as to leave openings to the extent of one hundred feet measured at right angles to the course or direction of the stream of the river for the passage of the waters of the river and of the flood waters and so as to leave a footway along the eastern bank of the mill stream numbered 59 on the deposited plan for the parish of Watford of a clear width of seven feet at least and with a minimum headway of ten feet above the surface of such footway :
- (3) The Company shall not break up any street or interfere with any sewer drain or watercourse or any water main pipe or apparatus of the council until they shall have given to the clerk of the council seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses water mains pipes and apparatus proposed to be interfered with :

- (4) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water mains pipes and apparatus of the council and whenever in those sections the words “company” and “society” are used the same shall for the purposes of this section be held to extend to and include the council : A.D. 1903.
- (5) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the council another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the council at the expense of the Company with any existing sewer or drain which may be intercepted and in such manner as shall be reasonably approved by the council :
- (6) Whenever the water mains pipes or apparatus of the council shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water to lay down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the council at the expense of the Company :
- (7) If by reason of the execution of any of the powers of this Act the council shall necessarily incur any expenses in altering any existing sewer drain or water main or apparatus and also any reasonable expense to which the council may be put of and incident to the approval of the plans and sections and the superintendence of the works referred to in this clause the Company shall repay to the council such expenses :
- (8) In case it shall be necessary to construct the railway over any sewer drain or water main of the council provision shall be made to the satisfaction of the council for protecting such sewer drain or water main from injury and for affording easy access thereto by means of sufficient culverts for the purpose of examination alteration renewal or repair :
- (9) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works

A.D. 1903.

or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the council restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

(10) Any flags paving stones and other materials in any street in the district of the council the surface of which shall be interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the council but may be used by the Company without payment in the re-instatement of any street :

(11) If any difference shall arise between the council and the Company or their respective engineers as to the true intent and meaning of any of the provisions of this section or the mode of giving effect thereto the same shall from time to time be determined by arbitration pursuant to the Arbitration Act 1889.

For protec-
tion of
Aldenham
House
Estate.

37. For the benefit and protection of the Right Honourable Baron Aldenham or other the owner or owners of the Aldenham House Estate (in this section referred to as and included in the expression "the owner") the following provisions shall have effect unless otherwise agreed between the Company and the owner (that is to say) :—

(1) The Company shall construct and simultaneously with the opening of the railway open and for ever thereafter maintain a station for passengers and goods with proper and sufficient approaches thereto either in the field numbered 23 on the deposited plans in the parish of Aldenham at a point therein abutting upon the Bushey and Elstree Road where the railway passes from the said field across the said road or (as the owner may elect) in the field numbered 21 at a point therein abutting upon Dagger Lane :

(2) The owner and any shooting tenant of the Aldenham House Estate and their respective gamekeeper or gamekeepers shall have the right to walk upon any slopes or side lands of the railway where it passes through the said estate for all sporting purposes and for warning off and prosecuting poachers or trespassers (for which last-mentioned purposes he shall be deemed to be the agent of the Company) Provided that no such person shall do any injury to any fences or property of the Company and that every such person shall conform to and observe such reasonable rules orders and

regulations as the Company may make in reference generally to the exercise of similar rights by other persons : A.D. 1903.

- (3) Nothing in this section contained shall be deemed to exempt the Company from liability under the provisions of section 68 of the Railways Clauses Consolidation Act 1845 with respect to works for the accommodation of lands adjoining the railway on the Aldenham House Estate nor take away prejudice or affect the right of the owner to make additional accommodation works at his own expense under the provisions of section 71 of that Act.

38. For the benefit and protection of the owner or owners for the time being of the Elstree Hill Farm Estate in the parish of Edgware (in this section referred to as and included in the expression "the owner") the following provisions shall have effect unless otherwise agreed between the Company and the owner (that is to say) :— For protec-
tion of Els-
tree Hill
Farm Estate.

- (1) In lieu of constructing any bridges or other works across the railway where it will intersect the estate of the owner the Company shall concurrently with the construction of the railway and for the accommodation of the owner construct across the estate of the owner a road from Watling Street to the boundary between the property of the owner and the lands of All Souls College. Such road shall be laid out parallel to and at a distance of not less than one hundred feet or more than two hundred feet from the northern side of the railway cutting and shall be not less than forty feet wide and shall be constructed in all things in accordance with the byelaws for the time being of the Hendon Rural District Council. The Company shall also construct a nine inch sewer under and along the whole length of such road and make a junction thereof with the main sewer in Watling Street :

- (2) The railway shall be constructed through the property of the owner as nearly as possible along the southern limit of deviation shown upon the deposited plans but not so as in any way to interfere with the construction of an intended road forty feet in width along the line of the existing main sewer which branches off from Watling Street south-eastward across the said property.

39. For the protection of Robert Palmer Tebb his heirs successors in estate and assigns (all of whom are in this section For protec-
tion of

A.D. 1903. included in the expression "the owner") and of his estate known as Bushey Grove (hereinafter in this section referred to as "the Bushey Grove Estate") situate in the parish of Bushey (Rural) in the county of Herts the following provisions shall unless otherwise agreed between the owner and the Company apply and have effect (that is to say):—

Robert Palmer Tebb.

- (1) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not without the consent of the owner purchase or acquire any greater quantity of land belonging to the owner than shall be bonâ fide required for the construction of the railway and any station to be constructed on the Bushey Grove Estate nor shall the Company without the like consent deviate from the centre line of the railway as shown on the deposited plans and sections where the same passes through the Bushey Grove Estate :
- (2) The Company shall at their own cost construct and maintain to the reasonable satisfaction of the owner a bridge for carrying over the railway the road shown and described as Grange Road on the plan signed in duplicate by the said Robert Palmer Tebb and by George Frank Burn on behalf of the Company (which plan is hereinafter referred to as "the signed plan") one copy of which is in the custody of the owner and the other copy is in the custody of the Company :
- (3) The Company shall also at their own cost construct and maintain to the reasonable satisfaction of the owner one or other of the bridges next hereinafter described as the owner may elect in writing (that is to say):—
 - (A) Either a bridge for carrying an intended road shown on the signed plan and thereon described as Park Side Road over the railway ;
 - (B) Or a bridge for carrying an intended road shown on the signed plan and thereon described as Rossmore Grove over the railway :

Provided that as regards the bridge elected by the owner to be constructed the Company shall construct the same with proper inclined approaches and in such position on the estate as the owner shall by notice in writing to the Company within two years after the passing of this Act elect :

- (4) Each of the bridges hereinbefore referred to shall be of an ornamental character and design to the reasonable

satisfaction of the owner and shall be constructed of a width of not less than forty feet throughout between the parapets measured on the square and the approaches to each such bridge shall be of a like width :

- (5) The bridges above referred to shall have a gradient in each case not steeper than 1 in 30 :
- (6) If the owner by notice in writing request the Company to construct a bridge (hereinafter called "the third bridge") in addition to the bridges hereinbefore in this section described the Company shall at their own cost provide and maintain the same in such position as the owner may define and all the provisions hereinbefore enacted in reference to the bridges hereinbefore in this section mentioned shall apply to the third bridge Provided that the arbitrator who may be appointed to assess the amount of compensation to be paid to the owner for the damage by severance to his land consequent on the construction of the railway may have regard to the provision of the third bridge :
- (7) In the event of the levels of any existing or intended roads on the Bushey Grove Estate being altered by the Company so as to interfere with the entrances or approaches to the same respectively proper junctions with the altered surfaces in any such roads shall be made with the best possible inclinations or gradients :
- (8) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the railway abutting upon or facing the Bushey Grove Estate or upon any of the said bridges or the parapets thereof any placards or advertisements except where the railway abuts upon or crosses the Aldenham Road and in that case any placards or advertisements shall be confined to placards or advertisements relating only to the business of the Company :
- (9) The railway where it passes through the Bushey Grove Estate shall be fenced off from the adjoining lands with proper and substantial iron fencing with a hedge of quick-set thorn on the outside thereof and the Company shall at all times maintain and keep in repair such fencing and hedge and the Company shall properly soil and plant to the reasonable satisfaction of the owner all cuttings embankments level or other vacant spaces of land between the railway and the said fencing with suitable evergreen trees and shrubs of various sorts not more than four feet apart and shall maintain the same Provided that the Company

A.D. 1903.

shall not be compelled to plant any trees or shrubs in pursuance of the provisions of this section which would obstruct the view of or interfere with the working of the signals on the railway nor to plant trees in any cuttings in addition to the shrubs to be planted therein :

- (10) The Company shall construct and maintain and at all times keep open a station for passengers in the road known as Aldenham Road in the parish of Bushey (Rural) in the county of Herts either on or off land belonging to the owner as he may elect such station to be constructed and maintained of an artistic and attractive elevation and design to the reasonable satisfaction of the owner and so as to harmonise with the general character of the houses on the Bushey Grove Estate in the roads known as the Avenue and the Aldenham Road :
- (11) The Company shall not in constructing the bridges carrying Aldenham Road and Grange Road over the railway alter the level of Aldenham Road nor raise the existing level of Grange Road more than four feet and such bridges shall be constructed of an ornamental character and design to the reasonable satisfaction of the owner :
- (12) The Company shall provide an outlet forty feet in width into Aldenham Road between the points marked A B C and D on the signed plan for an intended road to connect Aldenham Road with an intended road shown on the signed plan and described as Linden Road :
- (13) Should the works of the Company interfere with or prejudicially affect any sewers drains or drainage works on the Bushey Grove Estate the Company shall restore or make good the same or provide other drains and drainage works equally convenient and effective in all respects and shall also afford all facilities free of cost to the owner for the laying down by him of any future sewers drains or drainage works on the Bushey Grove Estate :
- (14) The Company shall pay to the owner compensation for any damage occasioned to roads on the Bushey Grove Estate not taken over by the local authority by reason of any traffic over the same to and from the railway whilst in course of construction the amount of such compensation to be settled in case of difference as hereinafter provided :
- (15) The Company shall not without the consent in writing of the owner grant any easement of drainage or permit any part of the land acquired by them from the owner under the

powers of this Act to be used for the purpose of laying any drains or sewers to connect with any drains or sewers on the Bushey Grove Estate :

- (16) Any dispute or difference arising between the Company and the owner with regard to the foregoing provisions or any of them shall be determined by an arbitrator to be agreed upon between the Company and the owner or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

40. For the benefit and protection of General Sir Frederick William Edward Forestier Forestier-Walker or other the owner or owners of the Bushey Manor Estate (in this section referred to as and included in the expression "the owner") the following provisions shall have effect unless otherwise agreed between the Company and the owner (that is to say):—

For protection of General Sir F. W. E. F. Forestier-Walker.

- (i) If at any time before during or after the construction of the railway the owner shall for the purpose of developing his estate for building lay out and make up or cause to be laid out and made up a road or roads on such estate or any part thereof of an aggregate length of five hundred yards or shall have erected or cause to be erected on such estate or any part thereof forty dwelling-houses of the value of at least thirty-five pounds per annum each or thirty dwelling-houses of the value of at least fifty pounds per annum each the Company shall within twelve months after the receipt of a notice in writing from the owner requiring them to do so construct open and for ever after maintain a station for passengers with proper and sufficient approaches thereto in the fields numbered on the deposited plans 68 and 65A in the parish of Bushey (Rural) :
- (ii) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not without the consent of the owner purchase or acquire any greater quantity of land belonging to the owner than shall be bona fide required for the construction of the railway nor shall the Company without the like consent deviate to the south from the centre line of the railway as shown on the deposited plans and sections where the same passes through the Bushey Manor Estate :
- (iii) Subsections (9) (13) (15) and (16) of the section of this Act of which the marginal note is "For protection of Robert Palmer Tebb" shall be deemed to be incorporated herein

A.D. 1903.

for the protection of the owner as if the same had been re-enacted in this section with the words "Bushey Manor Estate" inserted therein in substitution for the words "Bushey Grove Estate" wherever the same occur.

For protec-
tion of Nicoll
Estate.

41. For the protection of Catherine Nicoll Lewis Nicol or other the owner or owners for the time being of the estate at Edgware known as the Nicoll Estate (in this section referred to as "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect (that is to say) :—

- (1) The Company shall at the point marked A on the plan signed on behalf of the Company by George Frank Burn and on behalf of the owner by John James Done or at some point near thereto to be selected by the Company provide and thereafter maintain an accommodation bridge over the railway with approaches thereto and with proper wing fencing and gates. The said bridge shall be constructed of a width between the rails or parapets thereof of not less than twelve feet in the clear and shall be constructed of timber or such other material and of such design as the Company shall think fit so that the same shall be suitable for use for agricultural purposes :
- (2) If at any time after the construction of the railway the owner shall for the purpose of developing the said estate for building lay out and make up or cause to be laid out or made up a road or roads on the said estate of an aggregate length of not less than five hundred yards crossing the railway at or within one hundred feet of the points marked respectively A and B on the said plan or either of them the Company shall within twelve months after receipt of a notice in writing from the owner requiring them so to do construct and thereafter maintain bridges to carry such roads or road over the railway of a width between the parapets of not less than the minimum width of public carriage road with footways as prescribed by the byelaws for the time being of the local authority within whose district such bridges are situate :
- (3) The Company shall prior to the construction of the said bridges construct under the railway such sewers and surface water drains as are necessary to continue and connect the sewers and surface water drains under the roads intended to cross the railway at the said bridges such sewers and surface water drains to be not more than eighteen inches in diameter

And the Company shall maintain the said two sewers so far as they are constructed beneath the Company's property until they are taken over by the local authority : A.D. 1903.

(4) The Company shall be at liberty to remove the said accommodation bridge upon the completion and opening for traffic of the said bridge at or within one hundred feet of the said point marked A on the said plan :

(5) If any question shall arise as to the obligations of the Company under this section such question shall be determined by an arbitrator to be agreed upon by the Company and the owner or failing such agreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

42. If the Company take under the powers of this Act any of the property of the Rector of Edgware numbered on the deposited plans 30 and 36 in the parish of Edgware the Company shall if required by the said Rector of Edgware if he can legally make such requirement take the whole of the said property and also the rectory property adjoining the same coloured green on the plan signed by Colonel Bowles the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred. For protec-
tion of
Rector of
Edgware.

43. The limits of deviation marked on the deposited plans at and near the termination of the railway shall be deemed to have been so drawn as not to include any part of the road numbered on the said plans 28 in the parish of Edgware or any part of the road numbered 29 in the said parish northward of the junction of the said two roads unless with the consent of George Burcham Flowerdew owner of the property shown on the deposited plans abutting on the said two roads. For protec-
tion of
George
Burcham
Flowerdew.

44. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of fifteen thousand and fifty pounds Two and three quarters per centum Consolidated Stock being equal in value to five per centum upon the amount of the estimate in respect of the railway has been deposited with the Paymaster-General for or on behalf of the Supreme Court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") : Deposit
money not to
be repaid
except so far
as railway is
opened.

Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the

A.D. 1903. — said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as “the depositors”) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section of this Act. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

45. If the Company do not previously to the expiration of the period limited for the completion of the railway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion

of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the depositors. Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

A.D. 1903.
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46. If the railway and works are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for
completion
of works.

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

Maximum
fares for
passengers.

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 carried in a third-class carriage one penny per mile :

Provided that on every train there shall be accommodation for passengers at a fare not exceeding one penny per mile :

Provided also that for every passenger conveyed on the railway 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.

48. Every passenger travelling upon the railway may take with him his personal luggage not exceeding twenty eight pounds in weight without any charge being made for the carriage thereof all such personal luggage to be carried by hand and at the responsibility of the passenger and not to occupy any part of a seat or to be of a form or description to annoy or inconvenience any other passenger.

Passengers'
luggage.

49. The Company may demand and take for small parcels conveyed upon the railway any rates or charges not exceeding the following (that is to say):—

Tolls for
small parcels.

For any parcel not exceeding seven pounds in weight threepence ;

A.D. 1903. — For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;
For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;
For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence :
Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Tolls for goods.

50. If the Company carry goods and merchandise upon the railway the classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Northern Railway Company (Rates and Charges) Order 1891 (which Order is scheduled to and confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891) shall be applicable and apply to the Company in respect of any goods or merchandise carried by them as if the Company were the Great Northern Railway Company Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by a passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Foregoing charges not to apply to special trains.

51. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Working class trains.

52. Nothing in this Act shall be deemed to confer on the Company any right to claim exemption from any requirements of the Board of Trade under the Cheap Trains Act 1883 or any statutory modifications thereof or from the provisions of any general Act or any special Act of Parliament which may be hereafter passed dealing with the subject of cheap trains.

Power to pay interest out of capital

53. Notwithstanding anything in this Act or any Act or Acts incorporated herewith it shall be lawful for the Company

out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares 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 the directors may determine but subject always to the conditions hereinafter stated (that is to say) :—

A.D. 1903.
—
during construction.

- (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 share 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 who or whose executors administrators or assigns are legally liable for the same :
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share 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 has 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 and in every certificate of shares :
- (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 hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

A.D. 1903.

Recovery of demands under fifty pounds.

54. Proceedings for the recovery of any demand not exceeding fifty pounds made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in the county court.

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

55. 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.

56. Nothing in this Act contained shall exempt the Company or the railway 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.

57. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

A.D. 1903.

DESCRIPTION OF PROPERTIES OF WHICH A PORTION ONLY IS REQUIRED
TO BE TAKEN BY THE COMPANY.

Parish.	No. on Plan.	Description.
Bushey (Rural)	18	Garden ground and sheds.
	31	House garden outbuildings and sheds.
	32	House garden outbuildings and sheds.
	37	Building land and cartway and shed.
	38	Garden.
	39	Garden.
	40	Summerhouse.
	41	Garden greenhouse and shed.
	42	Garden and building.
	43	Garden.
	44	Orchard and garden.
Aldenham	48	House garden outbuildings and stable.
	115	Field.
	3	Field.
Edgware	13	Field and pond.
	22	Field.
	15	Field and occupation road.

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