



## CHAPTER clxiv.

An Act to confer powers on the Metropolitan Electric  
Tramways Limited for widening and altering roads and  
acquiring lands in the county of Middlesex and for other  
purposes. A.D. 1905.  
[4th August 1905.]

**W**HEREAS the Metropolitan Electric Tramways Limited (in  
this Act called "the Company") are the owners or lessees  
of certain tramways and light railways in the counties of London  
and Middlesex including certain tramways in the streets and roads  
in the urban district of Edmonton in this Act mentioned:

And whereas by an agreement dated the twenty-eighth day  
of July one thousand nine hundred and four and made between  
the Company and the urban district council of Edmonton (in this  
Act referred to as "the Edmonton Council") it was agreed that  
in connection with the substitution of double for single lines on  
such last-mentioned tramways and the adaptation thereof for  
working by electrical power the Company should make the street  
and road widenings coloured red on the deposited plans herein-  
after referred to:

And whereas it has been agreed that the powers possessed  
by the Edmonton Council to purchase the tramways of the Com-  
pany within their district should be vested in the county council  
of Middlesex (in this Act referred to as "the county council")  
and that the same powers of purchase should not during the  
period of twenty-eight years from the thirty-first day of December  
one thousand nine hundred and two be exercised over the same  
tramways of the Company:

And whereas negotiations have taken place between the  
Company the Edmonton Council and the county council with

A.D. 1905. reference to the making of the further street and road widenings which are coloured blue on the said deposited plans and it is expedient that all the said widenings should be made and that the lands necessary therefor should be acquired as provided by this Act :

And whereas estimates of the expense of the said widenings have been prepared and such estimates amount to the sum of sixty-three thousand pounds :

And whereas the works included in such estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years :

And whereas plans and sections showing the lines and levels of the street widenings by this Act authorised such plans showing the lands to be taken compulsorily under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands have been deposited with the clerk of the peace for the county of Middlesex and are in this Act referred to respectively as the deposited plans sections and book of reference :

And whereas it is expedient that the agreement between the Company and the county council and the Edmonton Council as set forth in the Second Schedule to this Act should be confirmed and that the county council should be empowered to borrow moneys as in this Act provided :

And whereas it is expedient that the Company and the county council should be empowered to enter into and carry into effect agreements with respect to the maintenance and repair of Angel Bridge in the county of Middlesex :

And whereas it is expedient that provision should be made as in this Act contained with respect to the supply of electrical power for the purposes of the Company :

And whereas by an agreement dated the twenty-seventh day of July one thousand nine hundred and four and made between the urban district council of Wood Green (in this Act referred to as "the Wood Green Council") and the Company it was agreed that subject to the performance by the Company of the conditions therein mentioned the Wood Green Council would not exercise the power of purchase over any of the tramways

belonging to the Company within their district until the expiration of twenty-eight years from the thirty-first day of December one thousand nine hundred and two :

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—

And whereas it is expedient that in accordance with the agreements hereinbefore referred to provision should be made for such postponement as in this Act contained of the powers of purchase by the Edmonton Council and the Wood Green Council respectively and that the other provisions of this Act with reference to the purchase of the undertaking of the Company should be made :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

**1.** This Act may be cited for all purposes as the Metropolitan Electric Tramways Act 1905. Short title.

**2.** The Lands Clauses Acts are except where expressly varied by this Act incorporated with and form part of this Act. Incorporation of general Acts.

**3.** If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Middlesex for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of the peace for the said county and a duplicate thereof shall also be deposited with the clerk to the district council of the urban district of Edmonton and such certificate and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate Correction of errors &c. in deposited plans and book of reference.

A.D. 1905. — and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Street  
widening.

4. Subject to the provisions of this Act the Company may widen in the lines and according to the levels shown on the deposited plans and sections relating thereto the streets and roads hereinafter mentioned at the places hereinafter described and may enter upon take and use for those purposes any of the lands houses and premises hereinafter described and delineated on the deposited plans and described in the deposited book of reference.

The lands hereinbefore referred to are situate in the parish and urban district of Edmonton in the county of Middlesex and are as follows :—

(A) In Upper Fore Street on the east side thereof—

- (1) Certain lands lying between a point five yards or thereabouts north of Union Row and Alpha Place ;
- (2) Certain lands lying between points respectively seven yards or thereabouts and forty yards or thereabouts measured in a northerly direction from Leeds Street ;
- (3) Certain lands lying between points respectively twenty-five yards or thereabouts and forty-five yards or thereabouts measured in a northerly direction from Angel Road :

(B) In Upper Fore Street on the west side thereof—

- (1) Certain lands lying between the northern boundary wall of the property known as “ No. 25 Upper Fore Street ” and Grove Street ;
- (2) Certain lands lying between a point forty-seven yards or thereabouts measured in a northerly direction from Grove Street and Bridport Road ;
- (3) Certain lands lying between points forty-two yards or thereabouts and twenty-five yards or thereabouts respectively measured in a southerly direction from Gilpin Grove ;
- (4) Certain lands lying between a point thirty-eight yards or thereabouts measured in a northerly direction from College Gardens and a point opposite Fairfield Road :

(c) In Lower Fore Street on the east side thereof— A.D. 1905.

- (1) Certain lands lying between Brettenham Road and a point forty-four yards or thereabouts measured in a northerly direction from that road;
- (2) Certain lands lying between Sebastopol Road and a point twenty-eight yards or thereabouts measured in a northerly direction from Osman Road:

(d) In Lower Fore Street on the west side thereof—

- (1) Certain lands lying between a point in a line with the south side of the "Golden Fleece" public-house and the "Horse and Groom" public-house;
- (2) Certain lands lying between George Street and Shrubbery Road;
- (3) Certain lands lying between points twenty-four yards or thereabouts and one hundred and sixty-one yards or thereabouts respectively measured in a northerly direction from Shrubbery Road:

(e) In New Road on the east side thereof—

Certain lands lying between points one hundred and five yards or thereabouts and one hundred and sixty-six yards or thereabouts respectively measured in a northerly direction from Saint George's Road:

(f) In New Road on the west side thereof—

- (1) Certain lands lying between Saint George's Road and Town Road;
- (2) Certain lands lying between and adjoining New Road and Hertford Road at their junction:

(g) In New Road and Hertford Road on the east sides thereof—

Certain lands lying between a point thirteen yards or thereabouts measured in a northerly direction from Town Road and Monmouth Road:

(h) In Hertford Road on the east side thereof—

- (1) Certain lands lying between a point thirty-five yards or thereabouts measured in a northerly direction from Monmouth Road and a point seventy yards or thereabouts measured in a northerly direction from Bounces Road;

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- (2) Certain lands lying between a point sixteen yards or thereabouts measured in a southerly direction from a point in line with the south side of the "William the Fourth" public-house and a point forty yards or thereabouts measured in a northerly direction from Forest Road;
  - (3) Certain lands lying between Saint Joseph's Road and Saint Alphage's Church:
- (J) In Hertford Road on the west side thereof—
- (1) Certain lands lying between a point fifty-seven yards or thereabouts measured in a southerly direction and a point one hundred and nineteen yards or thereabouts measured in a northerly direction from the north side of Whitehead's Yard;
  - (2) Certain lands lying between a point eighty-seven yards or thereabouts measured in a northerly direction from Croyland Road and Bury Street;
  - (3) Certain lands lying between a point in line with the south side of the "Cock" inn and a point six yards or thereabouts measured in a northerly direction from Bridlington Road:
- (K) In Silver Street on the south side thereof—
- Certain lands extending for a distance of thirty-five yards or thereabouts from Upper Fore Street.

For protec-  
tion of Great  
Eastern Rail-  
way Com-  
pany.

**5.** Notwithstanding anything contained in this Act or in the agreement between the Company and the county council and the Edmonton Council set forth in the Second Schedule to this Act or shown on the deposited plans and sections the following provisions for the protection of the Great Eastern Railway Company (in this section called "the Great Eastern Company") shall unless otherwise agreed in writing between the Company and the Great Eastern Company under their respective common seals apply and have effect (that is to say):—

- (1) The Company shall not except with the previous consent of the Great Eastern Company under their common seal purchase or acquire any lands or property belonging to or used or occupied by the Great Eastern Company except that the Company may acquire and the Great Eastern Company shall grant a right of using so much

and so much only of the lands numbered respectively 151 152 153 158 159 160 161 and 162 on the deposited plans in the parish and urban district of Edmonton as may be necessary for the construction of the respective widenings of New Road by this Act authorised and the Company shall pay to the Great Eastern Company for such right such sums as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Arbitration Act 1889 for the purposes of which this section shall be deemed to be a submission and in no case shall such right unless otherwise expressly agreed by the Great Eastern Company under their common seal extend to a greater area than is absolutely necessary for the proper construction of the said widenings by this Act authorised :

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- (2) No part of the bridge of the Great Eastern Company carrying New Road over the Enfield and Edmonton branch railway of the Great Eastern Company or the approaches to such bridge shall be widened under the powers of this Act until the Company shall have delivered to the Great Eastern Company for approval by their principal engineer (hereinafter called "the principal engineer") plans drawings and specifications (in this section referred to as "the said plans") showing the manner in which the works by this Act authorised are intended to be carried out and the materials to be used and in the event of his failing to approve the said plans for one month after the delivery thereof the same shall be referred for settlement to an engineer to be appointed by the Board of Trade and the said works shall be executed by the Company in accordance with the said plans at their sole expense and under the superintendence and to the reasonable satisfaction of the principal engineer and the said works where the same will be upon the lands or property of the Great Eastern Company shall be subsequently maintained by the Great Eastern Company :
- (3) All girders and arches and other works of the said bridge and the approaches thereto and the abutments and walls upon which the same rest shall when completed vest in and become the absolute property of the Great Eastern Company but the Company shall at all times after the

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vesting forthwith on demand pay to the Great Eastern Company the increased expense incurred by the Great Eastern Company (the amount thereof to be agreed between the Great Eastern Company and the Company or in case of dispute to be settled by arbitration as hereinafter provided) of maintaining renewing repairing or painting the widened bridge and works and of maintaining and repairing any portion of the roadway on the said bridge when so widened as aforesaid and the approaches thereto :

- (4) The Company shall bear and on demand pay to the Great Eastern Company all reasonable costs of the superintendence by them of the construction of the said works and all reasonable costs of watching lighting and protection of the railways and works of the Great Eastern Company with reference to and during such construction but such superintendence by the Great Eastern Company shall not relieve the Company from liability for any accident which may be occasioned by or through the operations of the Company or their contractors agents or workmen :
- (5) The Company shall not in any manner in the execution of the works by this Act authorised obstruct or interfere with the free and uninterrupted and safe user of the railways and works of the Great Eastern Company or any traffic thereon :
- (6) The Company shall indemnify the Great Eastern Company against all claims and compensate them for any damage or injury occasioned to the railways property or works of the Great Eastern Company or to any persons using their railways in consequence of or arising from the construction of the said works and the appointment by the Great Eastern Company of any inspector or the superintendence of the said works by the Great Eastern Company shall not relieve the Company from any liability in connection therewith :
- (7) Nothing contained in this Act or done thereunder shall operate to deprive the Great Eastern Company of the benefit of section 17 of the North Metropolitan Tramways Act 1902 by reason of the bridge carrying



New Road over the railway and property of the Great Eastern Company and the approaches to such bridge being widened under the provisions of this Act: A.D. 1905.

- (8) Any difference which may arise between the Great Eastern Company and the Company touching any of the matters referred to in this section shall be decided by a single arbitrator to be agreed by the parties or failing agreement to be appointed on the application of either party by the Board of Trade and the arbitration shall be under and subject to the provisions of the Arbitration Act 1889.

6. The agreement between the county council of the first part the Edmonton Council of the second part and the Company of the third part as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and they are hereby authorised to carry the same into effect. Confirming agreement between county council Edmonton Council and Company.

Any proceeds of sales of surplus lands paid over by the Edmonton Council to the county council under the provisions of paragraph (A) of article 6 of the said agreement and not expended in carrying out the widenings referred to in the said agreement shall be applied by the county council in or towards the repayment of moneys borrowed by them under the powers of this Act or in the purchase of stock issued by them for the purposes of this Act.

Any works carried out by the Edmonton Council in connection with the widenings authorised by this Act shall be deemed to be works done in the execution of an undertaking authorised by an Act of Parliament in relation to which the enactments contained in section 7 of the Telegraph Act 1878 shall apply.

7. Any lands acquired under the powers of this Act and required for the purpose of the road widenings referred to in the agreement set forth in the Second Schedule to this Act shall be added to the street or road for the purpose of widening the same and shall be deemed to form part of the highway of the street or road to which the same have been added and shall vest in the authority in whom the adjacent portions of the street or road are vested. Widenings to form part of highway.

8. And whereas the adaptation of the tramways of the Company in the urban district of Edmonton for working by electrical power under the Act of 1902 involved the alteration As to alterations of tramways.

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and reconstruction of those tramways and the widenings of certain parts of the streets in which they are situate to fifty feet and whereas the Edmonton Council with the approval of the county council decided to further widen the said streets to sixty feet at the expense of the county council and in view thereof required the Company to alter and reconstruct the rails of the tramways in the positions shown in red on the plans signed in duplicate by Mr. John Grant Lawson the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons And whereas the Company have altered and reconstructed the said tramways in accordance with the said plans Now therefore such alterations and reconstruction of the said tramways as aforesaid is hereby sanctioned and confirmed.

Persons  
under dis-  
ability may  
grant ease-  
ments &c.

**9.** 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 over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may  
be required  
to sell parts  
only of cer-  
tain lands  
and build-  
ings.

**10.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from

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the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that such part of the costs charges and expenses incurred by the owner incident to the arbitration or inquiry as have been incurred by reason of such allegation shall be borne and paid by the owner:

- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Period for  
compulsory  
purchase of  
lands.

**11.** 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.

Compensa-  
tion in case

**12.** In settling any question of disputed purchase-money or compensation under this Act the court or person settling the

same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirtieth day of November one thousand nine hundred and four if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

A.D. 1905.  
of recently  
altered  
buildings.

**13.** The Company on the one hand and the county council on the other hand may enter into and carry into effect agreements with respect to the maintenance and repair of Angel Bridge in the county of Middlesex and to the obligations of the Company under section 10 of the North London Suburban Tramways Order 1879 with reference thereto.

Agreements  
between  
Company  
and county  
council with  
respect to  
Angel  
Bridge.

**14.** The Company on the one hand and the North Metropolitan Electric Power Supply Company (in this Act referred to as "the supply company") or any company body or person authorised to supply electricity in any district in which any part of the undertaking of the Company (including any tramways or light railways for the time being belonging to or leased to or worked by the Company) is situate on the other hand may enter into and carry into effect agreements with respect to the supply to the Company within the limits of supply of the company body or person affording the supply of electrical power for the purposes of their undertaking (including as aforesaid) and the supply company or any such company body or person may supply electrical power accordingly for use by the Company either within or beyond the area of supply of the company body or person supplying the same :

Agreements  
as to supply  
of electricity  
to Company.

Provided that any supply of electricity by any such company body or person under this section shall be subject to the provisions of the respective Acts and Orders under which such company body or person may be empowered to supply electricity Provided also that except with the consent in writing of the county council under their common seal no agreement shall be entered into under this section for a supply of electricity to the Company at prices higher than those provided for by an agreement dated the thirteenth day of October one thousand nine hundred and three and made between the supply company of the first part the Company of the second part and the county council of the third part.

A.D. 1905.

For protec-  
tion of Wil-  
lesden Urban  
District  
Council.

**15.** For the protection of the Willesden Urban District Council (in this section called "the Willesden Council") and notwithstanding anything in this Act contained the following provisions shall apply and have effect unless otherwise agreed on in writing between the Willesden Council and the Company (that is to say):—

(1) Nothing in this Act contained shall authorise any company body or person (other than the supply company) except in cases of unforeseen and sudden emergency which the company can neither avoid nor control and then only during the reasonable continuance of such emergency to supply electrical power to the Company for use within or the Company to use any such supply within the urban district of Willesden:

(2) If any difference shall arise between the Company and the Willesden Council as to whether any such emergency has arisen or continues the same shall be referred to arbitration under the Arbitration Act 1889.

As to pur-  
chase of  
tramways in  
Edmonton.

**16.** Notwithstanding anything contained in section 43 of the Tramways Act 1870 or in any Act or Order relating to any of the tramways belonging to the Company in the urban district of Edmonton with which that section is incorporated the powers of the Edmonton Council to purchase any of such tramways shall vest in the county council and for the purpose of any such Act or Order the county council shall be deemed to be the purchasing authority in lieu of the Edmonton Council and they are hereby authorised to exercise and carry into effect any of the powers of purchase now or hereafter to become exerciseable by the Edmonton Council. Provided that such powers of purchase shall not be exercised until the expiration of a period of twenty-eight years from the thirty-first day of December one thousand nine hundred and two and every such Act or Order shall be read and construed as if the said section 43 had in its application to any of such tramways been modified in accordance with the provisions of this section.

As to pur-  
chase of  
tramways in  
Wood Green.

**17.** Notwithstanding anything contained in section 43 of the Tramways Act 1870 or in any Act or Order relating to any of the tramways belonging to the Company in the urban district of Wood Green with which that section is incorporated the powers of

the Wood Green Council to purchase any of such tramways shall (subject to the performance by the Company of the conditions mentioned in the said agreement of the twenty-seventh day of July one thousand nine hundred and four) not be exercised until the expiration of a period of twenty-eight years from the thirty-first day of December one thousand nine hundred and two and every such Act or Order shall be read and construed as if the said section 43 had in its application to any of such tramways been modified in accordance with the provisions of this section.

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**18.** The Company on the one hand and the local authority of any district outside the county of London in which any tramways or tramway belonging to the Company are or is situate on the other hand may with the consent in writing of the county council under their common seal enter into and carry into effect agreements for or with respect to the postponement of the date at which the right of such local authority as the case may be to purchase such tramways or tramway shall be exercised for such periods not exceeding a period of forty-two years from the date of the passing of this Act and on such terms and conditions as may have been or may be agreed between the Company and such local authority as the case may be and where any such agreement as aforesaid has been or may be entered into with any such local authority the powers of purchase of the tramways comprised in such agreement shall unless otherwise agreed be exercised only in accordance with the provisions thereof.

Agreements  
as to purchase of  
tramways by  
local authorities.

**19.** Any expenses which the county council may incur under the provisions of this Act or of the agreement set forth in the Second Schedule to this Act shall be deemed to be expenses for general county purposes and the county council may accordingly borrow such moneys as may be necessary for the purpose of defraying the same not exceeding in the whole the sum of sixty-three thousand pounds and such moneys shall be repayable as regards the sum of fifty-two thousand pounds mentioned in paragraph (D) of article 6 of the said agreement within a period of sixty years from the date or dates of borrowing and as regards the sum of eleven thousand pounds mentioned in the same paragraph within a period of forty years from the date or dates of borrowing and the provisions with respect to borrowing repayment and re-borrowing of moneys by a county council contained in section 69 of the Local Government Act 1888 shall so far as applicable extend and apply to borrowing repayment and re-borrowing of

Borrowing  
by county  
council.

A.D. 1905. moneys by the county council under this section Provided that the consent of the Local Government Board shall not be necessary to the borrowing of any sum by the county council under the provisions of this Act and that any sum borrowed by the county council under this Act shall not be taken into account in calculating the amount which that council are authorised to borrow under the Local Government Act 1888 but shall be by way of addition to any amounts which they are so authorised to borrow.

Annual re-  
turn to Local  
Government  
Board.

**20.**—(1) The clerk of the county council shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund by the county council in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration showing for the year next preceding the making of such return or for such other period as the Local Government Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return such clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(2) If it appears to the Local Government Board by that return or otherwise that the county council have failed to pay any instalment or annual payment required to be paid or to



appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund to any purposes other than those authorised the Local Government Board may by Order direct that the sum in such order mentioned not exceeding double the amount in respect of which default shall have been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court. A.D. 1905.

**21.** The powers of the Company under section 46 of the Tramways Act 1870 with respect to the making of regulations and byelaws for regulating the travelling in or upon any carriage belonging to them shall be deemed to include power to make regulations and byelaws for regulating the number of passengers to be carried in or upon any carriage of the Company and such power shall extend to carriages used upon any tramways or light railways for the time being belonging to or leased to or worked by the Company and any such byelaw when confirmed by the Board of Trade shall have effect notwithstanding any provisions to the contrary contained in any public or local Act or any Order confirmed by or having the effect of an Act of Parliament with respect to the matters aforesaid or in any regulation or byelaw made under any such Act or Order before the passing of this Act but the provisions of this section shall be without prejudice to the exercise by the local authority of their powers under sections 46 and 48 of the Tramways Act 1870 Provided that when making any byelaw under the powers of this section the Company shall cause a copy thereof to be forwarded to the local authority and the commissioner of metropolitan police in order that the local authority and the commissioner of metropolitan police may be afforded an opportunity of making to the Board of Trade such representation (if any) with respect to the proposed byelaw as to the local authority or the said commissioner may seem desirable Provided also that the provisions of section 9 of the Regulation of Railways Act 1840 shall extend and apply to any byelaws made under this section. Byelaws as to number of passengers on carriages.

A.D. 1905.  
Conveyance  
of mails.

**22.** Notwithstanding any provision in any Act or Provisional Order relating to any of the existing tramways of the Company the Conveyance of Mails Act 1893 shall extend and apply to all the tramways of the Company as if the same had been authorised by an Act of Parliament passed after the first day of January one thousand eight hundred and ninety-three and to the Company as the body or person owning or working such tramways.

Copy of Act  
to be regis-  
tered.

**23.** The Company shall deliver to the registrar of joint stock companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies Act 1862 on registration of any document other than a memorandum of association.

Provision as  
to general  
Tramway  
Acts.

**24.** Nothing in this Act contained shall exempt the Company or their tramways from the provisions of any general Act relating to tramways passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum fares rates or charges authorised to be taken by the Company.

Costs of Act.

**25.** 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 SCHEDULES referred to in the foregoing Act.

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## FIRST SCHEDULE.

## PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Numbers on deposited Plans.	Description.
2 3 4 5 6 7 and 8	Houses and shops.
9 and 10	Forecourts.
11	Yard and sheds.
12	Garden.
13	Garden and yard.
14 15 16 and 17	Gardens.
18	Forecourt.
19 20 21 and 22	Gardens.
23 24 and 25	Houses and shops.
26	House shop and bakehouse.
27	Passage.
29 and 30	Gardens.
31 and 32	Gardens and forecourts.
33 34 35 36 37 38 39 40 41 42 43 44 45 46 and 47.	Gardens.
48	Churchyard shrubbery garden and vicarage house.
49	Shop.
50 51 52 53 54 55 56 and 57	Gardens.
58	Forecourt.
59	Forecourt and outbuilding.
60 and 61	Forecourt.
62	Garden.
63	Forecourt.
64	Garden.
65	Garden and showcases.
66 67 68 and 69	Gardens.
70	Timber yard.
71	Draw-up and sign-post.
72 and 74	Enclosures.
75	Land public seat and sand box.
77 78 79 80 81 82 and 83	Gardens.
84	Forecourt and rolling way of public-house.
85 86 87 88 89 90 91 92 93 94 95 and 96.	Forecourts.

A.D. 1905.	Numbers on deposited Plans.	Description.
	97	Forecourt and entrance to yard.
	98 99 100 and 101	Gardens.
	102 and 103	Forecourts.
	104 and 105	Gardens.
	106 107 108 109 110 111 112 and 113.	Forecourts.
	114 and 115	Gardens.
	116 and 117	Gardens and side entrances.
	118	Garden.
	119	Garden and side entrance.
	120	Draw-up of public-house.
	121 122 123 124 125 126 127 and 128.	Gardens.
	129	Entrance to public library and grounds.
	130	Forecourt of Salvation Army Hall.
	131 132 133 134 135 136 137 138 and 139.	Gardens.
	140	Garden and entrance to workshop.
	141 142 143 144 and 145	Gardens.
	146	Gateway and yard and workshop.
	147	Yard and outbuildings.
	148 and 149	Gardens.
	151	Bridge pier wing wall and embankment.
	153	Bridge pier wing wall garden embankment and stone steps.
	154	Garden.
	155	House and garden.
	156 and 157	Gardens.
	158	Embankment to bridge approach.
	159 and 161	Bridge piers wing walls and embankments.
	162	Embankment to bridge approach.
	163 and 165	Houses and yards.
	166	Institute and forecourt.
	167 and 168	Gardens and areas.
	169	Sheds stables summer-house and fowl run.
	170	Warehouse workshops and land.
	171	Stables coach-house draw up sign-post and urinal.
	172 and 173	Gardens and yards.
	174	Yard.
	175	Scullery coal shed and yard.
	176	Warehouse coal shed and yard.
	177	Yard.
	178	Warehouse.
	183	Open forecourt.

Numbers on deposited Plans.	Description.	A.D. 1905.
184 and 185	Gardens.	
186	Garden and side entrance.	
187	Garden and yard.	
188	Office and garden.	
189 190 and 191	Houses and gardens.	
192 and 193	Houses shops and forecourts.	
194	Forecourt.	
195 and 196	Gardens.	
197 198 199 200 and 201	Forecourts.	
202 and 203	Gardens.	
204	Garden and side entrance.	
205	Forecourt.	
206	Garden and yard.	
207	Garden.	
208	Garden land shrubbery and carriage drive.	
209 210 211 and 212	Gardens.	
213	Open forecourt.	
214	Shop.	
215	Waste land.	
217	House shop and shed.	
218 219 220 and 221	Houses and shops.	
222	House shop and side entrance.	
223	Garden.	
224	Garden and side entrance.	
225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 and 252.	Gardens.	
253 254 255 256 257 and 258	Forecourts.	
259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 and 274.	Gardens.	
275 and 276	Building land.	
277 278 279 280 and 281	Gardens.	
282	Passage.	
283 284 285 286 287 288 289 290 291 292 293 294 295 296 and 297.	Gardens.	
298	Allotment ground.	
299	Pathway.	
300	Allotment ground.	
301	Garden.	
302	Private road.	
303 and 304	Lands.	
305 306 307 308 and 309	Gardens.	

A.D. 1905.	Numbers on deposited Plans.	Description.
	310	Forecourt.
	311	Smithy.
	312 and 313	Building land.
	314	Garden.
	315	Forecourt.
	316 317 318 319 and 320	Gardens.
	321	Right of way.
	322 323 and 324	Gardens.
	325	Garden and show case.
	326 327 328 329 330 and 331	Gardens.
	332	Gardens and side entrance.
	333	Garden.
	334	Forecourt.
	335	Forecourt and cellar flap.
	336 337 338 339 and 340	Building lands.

## SECOND SCHEDULE.

AN AGREEMENT made this fifteenth day of June one thousand nine hundred and five between the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF MIDDLESEX (hereinafter called "the county council") of the first part the EDMONTON URBAN DISTRICT COUNCIL (hereinafter called "the Edmonton Council") of the second part and the METROPOLITAN ELECTRIC TRAMWAYS LIMITED (hereinafter called "the Company") of the third part.

WHEREAS these presents are intended to be supplemental to an agreement (hereinafter called "the agreement of May one thousand nine hundred and two") dated the twenty-first day of May one thousand nine hundred and two and made between the North Metropolitan Tramways Company of the first part the county council of the second part and the Company of the third part in pursuance of the provisions of which agreement the Company have purchased from the North Metropolitan Tramways Company certain tramways in the Edmonton Urban District (hereinafter called "the Edmonton tramways") and also supplemental to an indenture (hereinafter called "the indenture of June one thousand nine hundred and four") dated the twenty-eighth day of June one thousand nine hundred and four and made between the Company of the one part and the Edmonton Council of the other part whereby the Company undertook (amongst other things) certain obligations in relation to the widening of the road on which the

Edmonton tramways are laid with a view to doubling certain portions thereof then consisting of single lines and the Edmonton Council covenanted (among other things) that they and their successors would not during the period of twenty-eight years from the thirty-first day of July one thousand nine hundred and two in any way exercise the power of purchase over the Edmonton tramways under section 43 of the Tramways Act 1870 except in the case of an Order being made by the Board of Trade under section 41 or 42 of the said Act:

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And whereas the Edmonton tramways consisted principally of single lines and for the purpose of working the same in connection with the county council's light railways as provided by the agreement of May one thousand nine hundred and two the same have been adapted and equipped for electric traction as provided by the same agreement and with the exception of a short length which is not yet completed but is intended to be forthwith completed have been doubled throughout their whole length:

And whereas the road on which the Edmonton tramways are laid (known as the Hertford Road) extends from the boundary of the Tottenham Urban District to Tramway Avenue and is a main road which under the provisions of section 11 of the Local Government Act 1888 the Edmonton Council have claimed to retain the powers and duties of maintaining and repairing:

And whereas for the purpose of the efficient working of the Edmonton tramways as doubled it is necessary that the said road shall be widened to fifty feet throughout and the Edmonton Council are desirous that the same shall if practicable be widened to sixty feet:

And whereas under the provisions of the agreement of May one thousand nine hundred and two and the indenture of June one thousand nine hundred and four the Company are in effect liable to pay the cost of widening the said road (including the county bridge known as Angel Bridge over which the same is carried) to fifty feet and are empowered to charge against the gross receipts of the Edmonton tramways before ascertaining the net revenue to be divided between the Company and the county council certain half-yearly sums equal to six and a half per centum per annum on the amount of their expenditure for adapting and equipping the Edmonton tramways for electric traction including the cost of the said widening to fifty feet:

And whereas it has been estimated that the expense of widening the said road to sixty feet will be sixty-three thousand pounds and it has been agreed between the said parties hereto but without prejudice to the liability of the Company under the said indenture of June one thousand nine hundred and four to pay the entire cost of the widenings therein provided for that the expense of widening the said road (including Angel Bridge) to fifty feet shall be taken to be twenty-seven thousand pounds (subject as hereinafter mentioned) and the further expense of widening the said road (including Angel Bridge) to sixty feet shall be taken to be thirty-six thousand pounds in addition to the expense of paving with wood

A.D. 1905. — such portions of the roadway as the Company are not liable to pave and maintain which paving the county council have agreed (conditionally on the said widening to sixty feet being carried out) to undertake as a highway improvement:

And whereas as an inducement to the county council to concur in arrangements for the widening of the said road to sixty feet the Edmonton Council are willing that the county council (who under the Middlesex County Council Tramways Act 1902 already have power to purchase tramways with the consent of the local authority) shall have vested in them the sole power to purchase the Edmonton Tramways:

And whereas the Company are now promoting in Parliament a Bill intituled "A Bill to confer powers on the Metropolitan Electric Tramways Limited for widening and altering roads and acquiring lands in the county of Middlesex and for other purposes" whereby (among other things) the Company are asking for powers to purchase and take the lands required for widening the said road to sixty feet:

And whereas certain of the lands required for the said widening have already been acquired by the Company in conjunction with the Edmonton Council and have been vested in the Edmonton Council and certain of the works agreed to be done have been done and this agreement is intended to refer to such lands already acquired and such works already done as if such lands were acquired and such works were done under the said indenture of June one thousand nine hundred and four as modified by this agreement:

Now it is hereby agreed between the said parties hereto as follows:—

1. The subsequent stipulations of this agreement are conditional upon all provisions which may be necessary for carrying such stipulations into effect being inserted by way of amendment in the said Bill and upon the said Bill as so amended being passed and receiving the Royal Assent during the present session of Parliament.

2. The Hertford main road between the Tottenham boundary and Tramway Avenue shall subject as hereinafter mentioned be widened as shown on the plans signed by Henry Titus Wakelam on behalf of the county council by George Eedes Eachus on behalf of the Edmonton Council and by Stephen Sellon on behalf of the Company whereon the lands required for widening in manner provided by the said agreement of June one thousand nine hundred and four are coloured red and the additional lands required for widening to sixty feet are coloured blue or yellow. The widening shall be carried out in the manner and subject to the provisions hereinafter mentioned.

3. The said lands coloured red shall be acquired by the Company as soon as reasonably practicable and the said lands coloured blue and yellow shall be acquired by the Company as and when occasion offers and all such lands when acquired shall be conveyed to the Edmonton Council free of all expense to that council.



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4. In acquiring any part of such lands coloured red blue and yellow the Company shall act in consultation with the chairman for the time being of the light railways committee of the county council and the valuer for the time being of the county council and shall not serve any notice to treat without the consent in writing of the said chairman and valuer or agree to pay or offer any greater sum than shall have been approved in writing by such chairman and valuer such sum or sums to be apportioned as and when necessary between the widenings to fifty feet and the widenings from fifty to sixty feet respectively by the valuer of the county council the engineer and valuer of the Edmonton Council and a representative of the Company and the Company shall serve any notice to treat which the said light railways committee may by resolution require the Company to serve Provided that in respect of the lands required for the widenings from fifty to sixty feet and coloured blue and yellow on the said plan the Company shall in addition to consulting the chairman of the committee and valuer of the county council act in consultation with the engineer and valuer of the Edmonton Council whose consent and approval shall be obtained and the provisions of this clause with respect to serving notices to treat and agreeing or offering to make payments shall be applicable with any necessary modifications.

5. The Edmonton Council shall carry out all the necessary works in connection with the widenings as and when such widening shall be found practicable.

6. Subject to the provisoes hereinafter in this clause contained and to the provision hereinafter contained for the payment by the Company to the county council of interest on the sum of thirty-seven thousand pounds the county council shall bear the expenses not exceeding sixty-three thousand pounds incurred or to be incurred in the acquisition of the land and the execution of the works in connection with the said widenings and shall from time to time as and when such payment shall reasonably be required pay to the Company the sums expended by them in the acquisition of the said land and pay to the Edmonton Council the sums expended by them in the execution of the said works Provided always that—

- (A) The Edmonton Council shall pay over to the county council all proceeds of sale of surplus lands as and when such proceeds shall be received :
- (B) The county council shall not be liable to expend or provide for the said widenings (including the cost of setting back kerbs and making good pathways and altering sewers and similar works and also including the cost of widening the Angel county bridge to sixty feet) more than sixty-three thousand pounds in all in addition to any moneys received by them for the proceeds of sale of surplus lands and shall not be required to make any payments in excess of sixty-three thousand pounds in anticipation of recoupment from surplus lands :
- (C) If the said sum of sixty-three thousand pounds shall have been expended before the completion of the said widenings the county

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council shall not be liable to continue or complete the said widenings or to provide any further money for that purpose:

- (D) The county council shall not be liable to expend or provide more than eleven thousand pounds out of the said sum of sixty-three thousand pounds for setting back kerbs and making good foot-paths and altering sewers and similar works thus leaving at least fifty-two thousand pounds available for the acquisition of land for the reconstruction of fences and for the widening of the Angel county bridge:
- (E) The said sum of sixty-three thousand pounds shall not include the expense of paving with wood such portions of the roadway as the Company are not liable to pave which portions are being or will be paved with wood by the Edmonton Council at the expense of the county council on main road account:
- (F) The county council shall not be required to make any payment except upon the production to the chairman for the time being of the light railways committee of the county council and the engineer for the time being of the county council of proper vouchers for all expenditure in respect of which such payment is required:
- (G) The county council may require any payments made or intended to be made by the Company or the Edmonton Council to any solicitors surveyors valuers engineers or other persons to be taxed or agreed before any payments in respect thereof are made by the county council:
- (H) The county council may require any contracts accounts or estimates for works proposed to be executed under this agreement to be submitted to and approved by the chairman and engineer mentioned in (F) before the execution of such works:
- (I) The terms of every proposed sale of surplus lands shall be submitted for the approval of such chairman and engineer before a binding contract for such sale is entered into.

7. If it shall be found impracticable to purchase all or any of the properties numbered 1a 2a and 6a in the plans referred to in clause 2 at such prices as shall be approved both by the light railways committee of the county council and by the Edmonton Council the county council shall be under no obligation to provide money for the purchase of the same and the sum of fifty-two thousands pounds or other sum available for the acquisition of land shall be reduced by the prices at which the properties so not purchased have been estimated as aforesaid.

8. In the event of any of the properties required for the said widening being acquired by agreement the price at which the same can be acquired shall be submitted for the reasonable approval of the chairman for the time being of the light railways committee of the county council and of the valuer for the time being of the county council and shall be approved of by them but the county council shall not be required to expend (A) more than

thirty thousand pounds of the said sum of sixty-three thousand pounds between the date when the said Bill receives the Royal Assent and the twenty-eighth day of February one thousand nine hundred and six including repayment of the amounts already expended by the Company and the Edmonton Council in the acquisition of property for and the carrying out of the works for the said widening and such further amounts as may hereafter be expended for the like purposes before the said Bill shall receive the Royal Assent (B) fifteen thousand pounds during the year ending the twenty-eighth day of February one thousand nine hundred and seven and (C) the balance during the succeeding eight years. Provided always that of the sum of thirty thousand pounds to be expended as aforesaid not more than twenty thousand pounds shall be expended on the widening to fifty feet referred to in the indenture of June one thousand nine hundred and four leaving ten thousand pounds to be expended on the widening from fifty feet to sixty feet and of the sum of fifteen thousand pounds to be expended as aforesaid not more than seven thousand pounds shall be expended on the said widening to fifty feet leaving eight thousand pounds to be expended on the widening from fifty to sixty feet.

9. The obligations hereby undertaken by the county council in relation to the widenings of the said road if and to the extent to which they shall be carried out shall be accepted by the Edmonton Council in full satisfaction of the obligations by the indenture of June one thousand nine hundred and four imposed on the Company in relation to such widenings unless the cost of acquiring the land for and of carrying out the widenings which by the indenture of June one thousand nine hundred and four were to be carried out by the Company exceeds twenty-seven thousand pounds in which event the Company shall bear and pay the amount by which such cost exceeds twenty-seven thousand pounds but save as aforesaid all the obligations by that indenture imposed on the Company shall remain in force and shall be duly performed and observed by them at their sole expense and all the obligations by that indenture imposed on the Edmonton Council shall be duly performed and observed by them. And the covenant therein contained by the Edmonton Council as to the period during which they are not to exercise the power of purchasing the Edmonton tramways shall be binding upon the county council.

10. The following stipulations shall receive effect as between the county council and the Company:—

- (A) In consideration of this agreement the sum of thirty-seven thousand pounds part of the moneys to be expended by the county council for the purpose of widening the said road as hereinbefore provided shall be deemed to be capital moneys expended by the county council for the joint benefit of the county council and the Company upon the terms that during the period between the date of the first payment by the county council in respect of the widening to fifty feet and the thirty-first day of December one thousand nine hundred and thirty a half-yearly sum equal to two and a quarter per centum (being at the rate of four

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and a half per centum per annum) on the aggregate amount (up to such sum of thirty-seven thousand pounds) of the payments from time to time made by the county council under this agreement from the respective dates of such payments shall be paid by the Company to the county council out of the gross receipts of the Edmonton tramways before ascertaining the net revenue to be divided between the county council and the Company. Provided always that in no case shall the two half-yearly sums to be paid in any year by the Company under this clause exceed a sum equal to six and a half per centum on the whole amount actually paid by the county council for meeting the expense of the said widening to fifty feet. Provided also that if at any time during the period for which the Company are liable to make such payments the Company shall make default in any such payment for twenty-eight days after the same shall become due or if during such period any debenture holder or holders or any holder or holders of the mortgage debenture stock of the Company or any receiver appointed by any such holders or by any court of competent jurisdiction shall lawfully enter into possession of the premises or any part thereof or if the Company shall cease to work the Edmonton tramways then and in any of such cases a sum equal to the then capitalised value on the four and a half per centum table of the payments still remaining to be made by the Company shall thereupon become due and payable by the Company and shall be and become a debt due to and enforceable by the county council. Provided further that the said half-yearly payments to be made as aforesaid shall be regarded in all respects and be deemed to be payments as and by way of rent under the agreement of the sixteenth November one thousand nine hundred between the county council and the Company and any lease or leases of the light railways in the county of Middlesex to be granted thereunder and shall be recoverable accordingly. If the Company shall make default in any of such payments for twenty-eight days after the same shall become due or if any receiver shall be appointed as aforesaid the provisions of clause 15 of the said agreement shall so far as the said light railways are concerned apply and be enforceable by the county council as if the amount of any such payment were rent in arrear and unpaid under the provisions of the same agreement:

- (B) The expenditure of the Company in promoting the said Bill up to but not exceeding one thousand five hundred pounds and also any sums which may be expended by the Company in excess of the sum of twenty-seven thousand pounds in carrying out the widening to fifty feet in accordance with the provisions of the indenture of June one thousand nine hundred and four

shall be deemed to be capital money properly expended by the Company in connection with the Edmonton tramways and the Company shall be entitled to charge against the gross receipts of the Edmonton tramways before ascertaining the net revenue to be divided between the Company and the county council half-yearly sums equal to three and a quarter per centum (being at the rate of six and a half per centum per annum) on the amount of such expenditure :

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- (c) In the event of the county council purchasing the Edmonton tramways during the continuance of the intended lease of the light railways referred to in the agreement of May one thousand nine hundred and two the Company shall during the further continuance of such lease continue to work the Edmonton tramways under the provisions of the agreement of one thousand nine hundred and two but so that the county council shall from the time of such purchase be entitled to receive (in addition to all other payments) out of the gross receipts of the Edmonton tramways before ascertaining the net revenue to be divided between the county council and the Company a half-yearly sum equal to two and a quarter per centum (being at the rate of four and a half per centum per annum) on the moneys expended by the county council in effecting such purchase including all reasonable costs and expenses of and incidental to the purchase.

11. The power vested in the Edmonton Council to purchase the Edmonton tramways under the provisions of the Tramways Act 1870 or of any future public Act relating to the purchase of tramways by local authorities shall be vested in the county council alone and shall be exercisable by the county council without the consent of the Edmonton Council or any other local authority and the Edmonton Council shall at the expense of the county council do all things and execute all deeds necessary for giving effect to such vesting accordingly and shall (if so required) and at the like expense concur with the county council in any application to Parliament to confirm such vesting.

12. A clause shall also be inserted in the said Bill empowering the county council to borrow such sums as may be required for widening the said road to sixty feet and for repaying to the Edmonton Council the instalments of principal and interest payable by them in respect of the loan raised by them for paving with wood such portions of the roadway as the Company are not liable to pave and maintain and for the other purposes of the said Bill for such period in each case not exceeding sixty years as may be authorised by the said Bill but so that in other respects any such moneys shall be borrowed under and subject to the provisions of section 69 of the Local Government Act 1888 And the county council shall be expressly empowered to treat as highway expenses properly payable out of borrowed moneys all the moneys expended by them for the purposes aforesaid notwithstanding that part of such expenditure is in fact incurred as the consideration for their obtaining the exclusive right to purchase the Edmonton tramways.

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13. The amendments of the said Bill requisite for giving effect to this agreement shall forthwith be prepared by the solicitor of the Company in consultation with the respective solicitors of the county council and the Edmonton Council.

14. If during the progress of the said Bill the Committee of either House of Parliament shall make any amendments therein which either the county council or the Edmonton Council shall be unwilling to accept this agreement and all the provisions thereof shall thereupon be null and void.

15. If any dispute or difference shall arise between the parties hereto or any two of them touching or concerning the construction of these presents or any clause or matter herein contained or the rights duties or liabilities of any party hereunder then and in every such case the dispute or difference shall be referred to the arbitration of a single arbitrator to be appointed in case of difference by the president for the time being of the Law Society.

In witness whereof the said parties to these presents have caused their respective common seals to be hereunto affixed the day and year first above written.

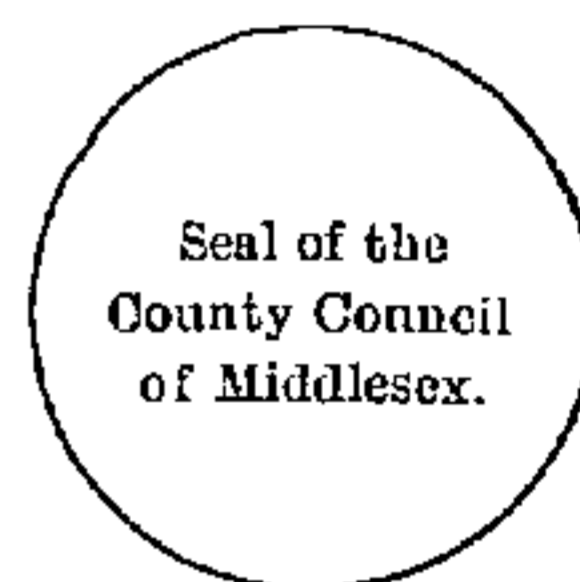
The common seal of the County Council of Middlesex }  
was hereunto affixed in the presence of—

**RALPH LITTLER**

Chairman of the County Council.

**WALTER GEO. AUSTIN**

Deputy Clerk of the County Council.



The common seal of the Edmonton Urban District }  
Council was hereunto affixed in the presence of—

**W. D. CORNISH**

Chairman of the Edmonton Urban District Council.

**FREDK. W. CLAXTON**

Assistant Clerk to the Council.



The common seal of the Metropolitan Electric }  
Tramways Limited was hereunto affixed in the }  
presence of—

**JAMES DEVONSHIRE** }  
**GEO. RICHARDSON** } Directors.

**A. L. BARBER** Secretary.



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