

**CHAPTER xcvi.**

An Act to empower the London Electric Railway Company A.D. 1913.
to construct new railways and for other purposes.

[15th August 1913.]

WHEREAS it is expedient that the London Electric Railway Company (in this Act called "the Company") should be authorised to make and maintain the railways and works in this Act described and to exercise the powers by this Act conferred and to acquire for the purposes of this Act certain lands houses and buildings in this Act described or referred to:

And whereas it is expedient that the Company should be authorised to run over and use the railways stations and other works of the City and South London Railway Company as in this Act provided:

And whereas at the date of the passing of the London Electric Railway Act 1912 the unissued share capital of the Edgware and Hampstead Railway Company authorised by the Edgware and Hampstead Railway Acts 1902 and 1912 amounted to five hundred and seventy-six thousand three hundred and thirty pounds:

And whereas the power to issue such capital is by virtue of the London Electric Railway Act 1912 vested in and exerciseable by the Company:

And whereas no part of such five hundred and seventy-six thousand three hundred and thirty pounds of capital has been issued since the passing of the London Electric Railway Act 1912 and it is desirable that the Company should be authorised to issue the same as preference stock for the purposes of this Act and for the general purposes of their undertaking:

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And whereas it is expedient that the Company should be authorised to raise additional loan capital and to apply their funds for the purposes of this Act and for the general purposes of their undertaking :

And whereas it is expedient that other the powers should be conferred as in this Act contained :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and plans of the lands by this Act authorised to be acquired and also a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of London and with the clerk of the peace for the county of Middlesex and are herein-after respectively referred to as the deposited plans sections and book 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 :—

PART I.

PRELIMINARY.

1. This Act may be cited as the London Electric Railway Act 1913 The London Electric Railway Acts 1893 to 1912 the Edgware and Hampstead Railway Acts 1902 to 1912 and this Act may all be cited together as the London Electric Railway Acts 1893 to 1913.

2. This Act is divided into Parts as follows :—

Part I.—Preliminary.

Part II.—Works and Lands.

Part III.—Running Powers.

Part IV.—Rates &c.

Part V.—Capital.

Part VI.—Miscellaneous.

Short and
collective
titles.

Division of
Act into
Parts.

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

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—
Incorporation of Acts.

The Lands Clauses Acts:

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters or contained in the following sections thereof (that is to say):—

The construction of the railway and the works connected therewith;

The crossing of roads and other interference therewith;

Section 45 (as to lands for additional stations);

The carrying of passengers and goods upon the railway and the tolls to be taken thereon;

The regulation and use of the railway;

The settlement of disputes by arbitration;

Section 138 (as to service of notices);

The recovery of damages not specially provided for and of penalties and the determination of any other matters referred to justices; and

The provision to be made for affording access to the special Act by all parties interested:

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

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

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The consolidation of the shares into stock ;
 The general meetings of the Company and the exercise
 of the right of voting by the shareholders ;
 The making of dividends ;
 The giving of notices ; and
 The provision to be made for affording access to the
 special Act by all parties interested :

And Part I. (relating to cancellation and surrender of shares)
 Part II. (relating to additional capital) and Part III.
 (relating to debenture stock) of the Companies Clauses
 Act 1863 as amended by any subsequent Act.

Interpreta-
tion.

4. In this Act the several words and expressions to which
 meanings are assigned by the Acts wholly or partially incor-
 porated herewith have the same respective meanings unless
 there be something in the subject or context repugnant to such
 construction And in this Act—

“The railways” means the railways and deviation railways
 by this Act authorised ;

“The Edgware Railway” means the railways authorised
 by the Edgware and Hampstead Railway Acts 1902
 to 1912 ;

“The Act of 1893” “the Act of 1899” and “the Act of
 1902” respectively mean the Charing Cross Euston
 and Hampstead Railway Acts 1893 1899 and 1902
 respectively ;

“The Act of 1910” means the London Electric Railway
 Amalgamation Act 1910 ;

“The Act of 1911” means the London Electric Railway
 Act 1911 ;

“The Act of 1912” means the London Electric Railway
 Act 1912 ;

“The Edgware Act of 1902” means the Edgware and
 Hampstead Railway Act 1902 ;

“The Edgware Act of 1912” means the Edgware and
 Hampstead Railway Act 1912 ;

“The Edgware Acts” means the Edgware and Hampstead
 Railway Acts 1902 to 1912 ;

“The Edgware Company” means the Edgware and Hamp-
 stead Railway Company ;

“The Company” means the London Electric Railway Company; A.D. 1913.

“The City Company” means the City and South London Railway Company;

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

PART II.

WORKS AND LANDS.

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 railways and works hereinafter described with all necessary and convenient rails sidings tunnels bridges subways stations platforms signals shafts lifts escalators inclines stairs approaches passages stagings buildings sewers drains pipes wires apparatus plant machinery appliances works and conveniences connected therewith or incidental thereto and may subject as aforesaid enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes and in connexion with the said railways the Company may construct and maintain entrances steps lifts escalators shafts passages inclines and other approaches and conveniences connecting the said railways with the surface of the pavements or carriageways adjoining the same or the platforms of stations: Power to
make works.

Provided always that (except for the purpose of making trial borings as provided by the Act of 1893 as incorporated with this Act and except as expressly provided by this Act) nothing in this Act shall authorise the Company to enter upon take or use the surface of any public street or road but (subject as aforesaid) the Company may enter upon take and use the subsoil and under-surface of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes of the works by this Act authorised without being required to purchase the same or any easement therein or thereunder.

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—
Description
of railways.

6. The railways herein-before referred to and authorised by this Act will be situate in the county of London and are—

In the metropolitan borough of St. Pancras—

A railway (Railway No. 1) 6 furlongs 1·4 chains or thereabouts in length commencing by an end-on junction with the existing railway of the City Company at the termination thereof at a point beneath the roadway of Drummond Street 1·75 chains or thereabouts westwards of the main entrance from Drummond Street to the Euston Station of the London and North Western Railway Company and terminating beneath the roadway of High Street (Camden Town) at a point 3 chains or thereabouts measured in a south-easterly direction from the point of intersection of High Street with Pratt Street;

A railway (Railway No. 2) 1 furlong 2·25 chains or thereabouts in length commencing by an end-on junction with the north-bound tunnel of Railway No. 1 at the termination thereof and terminating by a junction with the north-bound tunnel of the Company's Highgate branch of their Charing Cross Euston and Hampstead Railway at a point beneath the roadway of High Street (Camden Town) 2·3 chains or thereabouts measured in a south-easterly direction from the intersection of High Street with Park Street;

A railway (Railway No. 3) 1 furlong 2 chains or thereabouts in length commencing by an end-on junction with the south-bound tunnel of Railway No. 1 at the termination thereof and terminating by a junction with the south-bound tunnel of the Company's Hampstead branch of their Charing Cross Euston and Hampstead Railway at a point beneath the roadway of High Street (Camden Town) 2·4 chains or thereabouts measured in a south-easterly direction from the intersection of High Street with Park Street;

A railway (Railway No. 4) 1 furlong 4·5 chains or thereabouts in length commencing by a junction with the north-bound tunnel of the Company's Charing Cross Euston and Hampstead Railway aforesaid at a

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point under the roadway of High Street (Camden Town) 3 chains or thereabouts measured in a south-easterly direction from the intersection of High Street and Pratt Street and terminating by a junction with the north-bound tunnel of the Company's Hampstead branch of their Charing Cross Euston and Hampstead Railway aforesaid at a point at or near the intersection of High Street with Park Street;

A railway (Railway No. 5) 1 furlong 5·3 chains or thereabouts in length commencing by a junction with the south-bound tunnel of the Company's Charing Cross Euston and Hampstead Railway at a point under the roadway of High Street (Camden Town) 3 chains or thereabouts measured in a south-easterly direction from the intersection of High Street with Pratt Street and terminating by a junction with such south-bound tunnel of the Company's Highgate branch of their Charing Cross Euston and Hampstead Railway aforesaid at a point at or near the junction of Kentish Town Road and Camden Road;

A deviation railway (Deviation Railway No. 1) 1·65 chains or thereabouts in length commencing by a junction with Railway No. 2 at a point measured 10·6 chains or thereabouts along the centre line of such Railway No. 2 from the commencement thereof and terminating by a junction with the north-bound tunnel of the Company's Hampstead branch of their Charing Cross Euston and Hampstead Railway at a point beneath the roadway of High Street (Camden Town) measured in a south-easterly direction 2·3 chains or thereabouts from the intersection of High Street with Park Street;

A deviation railway (Deviation Railway No. 2) 1 furlong 2·25 chains or thereabouts in length commencing by a junction with Railway No. 3 at a point measured 10·2 chains or thereabouts along the centre line of such Railway No. 3 from the commencement thereof and terminating by a junction with the south-bound tunnel of the Company's Highgate branch of their Charing Cross Euston and Hampstead Railway at a point beneath the roadway of High Street (Camden

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Town) 2·5 chains or thereabouts measured in a south-easterly direction from the intersection of High Street with Park Street:

In the parish and metropolitan borough of Hammersmith—

A railway (Railway No. 6) 4 furlongs 4·90 chains or thereabouts in length commencing by a junction with the east-bound line of the London and South Western Railway Company's Kensington and Richmond branch at a point thereon 3 chains or thereabouts measured in an easterly direction from the face of the east abutment wall of the bridge carrying that railway over Galena Road and terminating by a junction with the east-bound line of the Company's Great Northern Piccadilly and Brompton Railway at a point thereon 5·2 chains or thereabouts measured in a south-easterly direction from the southern face of the bridge carrying Great Church Lane over that railway;

A railway (Railway No. 7) 3 furlongs 5·35 chains or thereabouts in length commencing by a junction with the west-bound line of the London and South Western Company's Kensington and Richmond branch at a point thereon 1 chain or thereabouts measured in a westerly direction from the face of the west abutment wall of the said bridge carrying that branch over Galena Road and terminating by an end-on junction with the west-bound line of the Company's Great Northern Piccadilly and Brompton Railway at the termination thereof in the Company's Hammersmith Station.

General provisions as to mode of construction.

7. The following provisions shall apply to the construction of the railways by this Act authorised only where the said railways are shown on the deposited plans and sections as to be constructed in tunnel:—

- (1) Railway No. 1 shall be constructed in two tunnels for separate up and down traffic and the other railways shall be constructed in single tunnels:
- (2) The railways shall be approached either by means of stairs inclines subways electric or other lifts or escalators:

- (3)—(A) The tunnels in which the railways will be constructed shall be constructed by means of steel or other sufficient metal shields driven forward by hydraulic pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces but this provision shall not apply to the tunnels for Deviation Railways Nos. 1 and 2 or to the tunnels at junctions; A.D. 1913.
- (B) All the tunnels in which the railways will be constructed shall be either lined throughout with iron or other sufficient metal plates properly jointed throughout or constructed wholly or partly of brick concrete or other equally substantial and durable material;
- (C) The cross-over and junctions tunnels shall have an internal diameter not exceeding thirty feet Save as aforesaid the tunnels shall not (except where necessary for adjustment at curves) have an internal diameter exceeding fourteen feet six inches;
- (D) Any space between the lining of the tunnels and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure:
- (4) If water is found to be present in the tunnels in which the railways will be constructed in such quantity as to necessitate the employment of compressed air the Company shall immediately stop all excavating work at the point where the same is so found and the further driving of the tunnels at the working faces at that point until the Company have provided air-compressing machinery which will produce such a pressure of air as will prevent the inflow of any sand water gravel or soil and such machinery shall be maintained in full working order and the work at such working face shall be carried on under compressed air as long as may be necessary:
- (5) Except in the case of unforeseen accident or for the purpose of removing rain water or other trifling amounts of water no use shall be made of pumping or of other like modes of removing water from the said tunnels.

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Incorporating certain provisions of existing Acts.

8. The provisions contained in the sections and parts of sections of the Acts of 1893 1899 1902 and 1911 which are mentioned in the First Schedule to this Act (subject to any amendment or variation by this Act) and the provisions contained in section 26 (For protection of Postmaster-General) of the Edgware Act of 1902 are incorporated with and form part of this Act and shall so far as applicable extend and apply to the railways and works by this Act authorised the roads under and along which the same are to be made the lands by this Act authorised to be acquired and the several bodies or persons named or referred to in those sections as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto respectively.

Power to deviate vertically.

9. In the execution of the railways and works by this Act authorised the Company may subject to the provisions of this Act deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient Provided always that it shall not be lawful for the Company to deviate upwards from the levels of the railways where the railways or any part thereof are to be constructed in tunnel to such an extent as to bring the rails within twenty-eight feet of the surface of any public road or street under which such railways are constructed or as to bring the crown of the tunnel for Railways Nos. 1 2 3 4 and 5 and for Deviation Railways Nos. 1 and 2 within thirty feet of the surface of any public road or street under or adjacent to which the same are constructed.

Breaking up surface of streets.

10.—(1) Subject to the provisions of this Act the Company may for the purpose of constructing the railways and works by this Act authorised and works and conveniences connected therewith respectively enter upon open break up and interfere with the surface of the following streets and roads and to the following extent (that is to say) :—

Within the limits of deviation of Railway No. 1 Amptill Square and Hampstead Road where the same join each other and that part of Hampstead Road and High Street (Camden Town) which is opposite or near to Millbrook Place :

Within the limits of deviation of Railways Nos. 6 and 7 Hammersmith Broadway Beadon Road The Grove Cambridge Road Mansion House Street and Great Church Lane.

(2) Save as aforesaid (and except for the purpose of altering or diverting sewers pipes cables wires and other works) nothing in this Act contained shall empower the Company to break up or interfere with the surface of any street for the purpose of constructing maintaining or using the railways and works by this Act authorised Provided that the Company shall not alter divert or otherwise interfere with the pipes cables wires or other works of the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

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(3) Seven days before entering upon breaking up and interfering with any such streets or roads as aforesaid the Company shall serve notice in writing on the Commissioner of Police of the Metropolis and make such arrangements with him as may be necessary so as to cause as little interference with the traffic as may be reasonably possible.

11. If the railways by this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for
completion
of works.

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

Owners may
be required
to grant
easements
only under
certain pro-
perties.

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

13. And whereas in the construction of the railways and works hereby 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 on the deposited plans may be sufficient for the purposes of this Act 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 properties described in the Third 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 properties 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.

Power to Company to acquire additional lands.

14.—(1) Subject to the provisions of this Act and in addition to the other lands which the Company are authorised to acquire the Company may enter upon take and use and appropriate for the general purposes of their undertaking and works connected therewith and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act all or any of the lands delineated on the deposited plans thereof and described in the deposited book of reference relating thereto (that is to say):—

In the county of Middlesex—

Certain lands and premises in the parish and urban district of Willesden known as 118 120 122 124 126 128 130 132 and 134 Brondesbury Road and 105 and 107 Brondesbury Villas :

In the county of London—

Certain lands and premises in the parish and metropolitan borough of Hammersmith situate in The Grove and

Beadon Road bounded on the north-west by the railway of the London and South Western Railway Company on the east by the roadway known as The Grove and on the south and south-west by the roadway known as Beadon Road;

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Certain lands and premises in the said parish and metropolitan borough of Hammersmith known as Nos. 23 25 27 29 31 and 33 The Grove.

(2) The purchase by the Company of the lands numbered 105 on the deposited plans for Railways Nos. 6 and 7 and the expenditure of capital thereon is hereby confirmed and the Company may use the said lands for the purposes of their undertaking For the purposes of section 3 of the Housing of the Working Classes Act 1903 the said lands shall be deemed to have been acquired by the Company under the powers of this Act.

Confirmation
of purchase
of lands.

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

For pro-
tection of
Willesden
Council.

(1) In the event of the Company under the authority of this Act acquiring or becoming possessed of the surface of the ground of any property or properties or the surface of the ground of any part of any property or properties in the urban district of Willesden and not taking down the houses or buildings thereon or used or occupied therewith they shall not permit or allow any of those houses or buildings to be used or occupied nor shall any of those houses or buildings be used or occupied without providing proper air spaces exclusively belonging to each of such houses or buildings in accordance with the provisions of the building byelaws of the Willesden Council:

(2) If any difference shall arise between the Willesden Council and the Company under or in respect to the provisions in this section contained such difference shall be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the arbitration.

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For pro-
tection of
Hammer-
smith
Borough
Council.

16. With reference to so much of the railways and works by this Act authorised as will be made and executed in the metropolitan borough of Hammersmith (in this section called "the borough") and for the protection of the council of the borough (in this section called "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply:—

(1) The Company shall not break up any street or interfere with any sewer drain watercourse sanitary convenience electricity main pipe or apparatus or other work belonging to the corporation until they shall have given to the town clerk of Hammersmith fourteen clear days' notice in writing of their intention to commence such intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect such streets sewers drains watercourses sanitary conveniences and electricity mains pipes apparatus and other work proposed to be interfered with and until the corporation shall have signified their approval of the same or if within the said period they shall not have signified their approval or if they have signified their disapproval a difference shall be deemed to have arisen within the meaning of this section. All such works shall be done under the supervision and to the reasonable satisfaction of the corporation:

(2) All streets within the borough broken up or interfered with or altered by the Company shall be restored to as good a condition as before the interference therewith respectively by the Company to the reasonable satisfaction of the corporation and where the surface of any street has been interfered with or disturbed by the Company the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and if the level of any street is raised or lowered or altered by the Company any part of such street so raised or lowered or altered and the approaches thereto shall be put into a permanently substantial condition:

- (3) Whenever it may be necessary to intercept or interfere with any sewer or drain belonging to the corporation in a public roadway the Company shall submit particulars to the corporation who shall if necessary thereupon construct 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 connect such substituted sewer or drain with the nearest suitable existing sewer or drain and the Company shall pay the reasonable expense of all such works:
- (4) If in the execution of the works by this Act authorised the Company find it necessary to remove or interfere with the corporation's existing sanitary convenience and subway and approaches thereto in the Broadway the Company shall submit full particulars to the corporation and before any such removal or interference the Company shall at its own cost in lieu of the said sanitary convenience subway and approaches construct or provide another sanitary convenience with approximately the same floor area as the existing sanitary convenience and connecting with a subway having an adequate entrance thereto from the footway on the north side and another adequate entrance from the footway on the south side of the Broadway the whole to be in such place or places beneath the Broadway as may be agreed between the Company and the corporation and as shall not involve any structural interference with any cellars or vaults beneath the Broadway and to be in accordance with such plans and sections as shall be reasonably approved by the corporation and the Company shall fully indemnify the corporation against any loss damage or expense which the corporation may sustain or incur by or in consequence of the removal or interference with the said existing sanitary convenience:
- (5) The provisions contained in section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the Act of 1902 as extended and applied by this Act to the railways

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and works by this Act authorised shall be read and have effect as if the corporation were a protected company within the meaning of that section:

- (6) All subways covered ways arches bridges and other works connected therewith which are constructed under the provisions of this Act within the borough (other than those referred to in subsection (4) of this section) shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the borough but also any steam or other roller traction or other engine or motor which the corporation may use for repairing the streets or roadways or for other purposes and the Company shall indemnify and make good to the corporation all costs expenses or loss incurred or sustained by them by reason of any defect or insufficiency in strength in such subways covered ways arches bridges or works or by reason of any neglect properly and efficiently to maintain the same as aforesaid or otherwise by reason of the said railways and works:
- (7) If it is found necessary after the bridges to carry the Railways Nos. 6 and 7 over Galena Road Cambridge Road and Mansion House Street shall have been erected for the corporation to fix additional lamps to light the roadways or footpaths under the said bridges or any of them the Company shall pay to the corporation the cost of supplying and fixing such additional lamps and shall bear and pay the annual cost of lighting and maintaining the same:
- (8) The Company shall not without the consent of the corporation which shall not be unreasonably withheld erect any hoarding on any part of any public footway in the borough nor shall the Company exhibit or permit to be exhibited upon any part of the said hoardings within view of any street within the borough any placards or advertisements other than those relating to railway purposes unless the same shall have been approved in writing by the corporation:

- (9) The Company before temporarily obstructing any street within the borough shall provide and until the obstruction is removed maintain to the reasonable satisfaction of the corporation proper accommodation so far as is practicable for the traffic along such street and access to the houses and property therein and for preserving the uninterrupted supply of gas water and electricity to such houses and shall cause such obstruction to be properly fenced and lighted: A.D. 1913.
- (10) If the Company determine to acquire under the powers of this Act the lands numbered 119 on the deposited plans for Railway No. 6 or any part of such lands they shall give to the corporation six months' previous notice of their intention so to do before serving notice to treat therefor and shall not without the consent of the corporation enter upon and take such lands until the expiration of such six months' notice:
- (11) The reasonable costs charges and expenses of or incurred by the surveyor or engineer of the corporation in respect of the necessary supervision by him of any works of the Company under this Act shall be borne and paid by the Company and shall be a debt due from the Company to the corporation:
- (12) If by reason of the execution of any of the works in connexion with Railways Nos. 6 and 7 authorised by this Act the corporation shall necessarily incur any costs charges or expenses in the maintenance repair replacement or renewal of any street or roadway in the borough the Company shall repay the same to the corporation and the Company shall make full compensation to the corporation for any damage to or subsidence of any street roadway sewer drain or apparatus or other property belonging to or in the possession or under the control of the corporation in or under any street road or footway in or under which any part of the said railways or works by this Act authorised may be executed and which damage or subsidence may be caused by or in consequence of the exercise of any powers authorised by this Act or by any act or default of the Company their

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contractors servants or agents or any person in the employment of them or any or either of them :

- (13) In this section the word "street" has the same meaning as that assigned to it by the Metropolis Management Act 1855 :
- (14) If and so often as any difference shall arise between the Company and the corporation or their respective engineers under this section the same shall be determined by a single arbitrator to be appointed upon the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Widening
of Beadon
Road.

17. If within five months after the passing of this Act the council of the metropolitan borough of Hammersmith (in this section referred to as "the corporation") gives to the Company notice in writing under its corporate seal of its intention to widen Beadon Road then if the Company construct under the provisions of this Act Railways Nos. 6 and 7 by this Act authorised (which railways and the works connected therewith are together in this section referred to as "the said railways and works") but not otherwise the following provisions of this section shall have effect:—

- (1) The Company shall acquire so much as they have not already acquired of the lands coloured yellow and yellow with red hatchings blue and blue with red hatchings and red with red hatchings on the plan marked "A" and which has been signed in duplicate by Arthur Reginald Cooper on behalf of the Company and by Hugh Mair on behalf of the corporation (in this section referred to as "the said plan") and upon completion of such acquisition and of the construction through the said lands coloured yellow with red hatchings blue with red hatchings and red with red hatchings of the covered ways for the said railways and works the corporation shall (subject as in this section mentioned) forthwith at its own expense make up kerb channel pave and drain the surface of such last-mentioned lands and thereupon such surface shall be thrown into and shall at all times thereafter form part of the public street :

(2) Nothing in this section contained shall prejudice or affect the powers by this Act conferred on the Company of constructing maintaining and using the said railways and works beneath the surface of the said lands coloured yellow with red hatchings blue with red hatchings and red with red hatchings on the said plan :

(3) The corporation undertake with the Great Western and Metropolitan Railway Companies that they will to the reasonable satisfaction of the said companies complete the works to be carried out by the corporation and referred to in subsection (1) of this section within one month after the Company have completed the construction in and through the lands in that subsection referred to of the covered ways for the said railways and works :

(4) The total expenditure of every kind incurred or to be incurred by the Company of and incidental to (A) the acquisition of the lands coloured yellow and yellow with red hatchings blue and blue with red hatchings and (B) the acquisition of the lands coloured red with red hatchings on the said plan and of demolishing the existing buildings on such respective lands including in each case as part of such total expenditure interest at the rate of five per centum per annum on the various items of expenditure from the respective dates of expenditure thereof until the payment by the corporation in this subsection provided for shall be ascertained and the corporation shall on demand pay to the Company as compensation for the widening provided for by this section—

(A) A sum in respect of the lands coloured yellow with red hatchings and blue with red hatchings on the said plan which shall bear to such total expenditure incurred or to be incurred by the Company of and incidental to the acquisition of the lands coloured yellow and yellow with red hatchings blue and blue with red hatchings the same ratio that the area of such first-mentioned lands bears to the area of such secondly-mentioned lands ; and

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(B) As regards the lands marked red with red hatchings on the said plan a sum equal to the total expenditure aforesaid incurred or to be incurred by the Company with regard thereto less the following deduction viz. :—

A sum to be agreed between the Company and the corporation as representing the purchase price of the easement or right to the Company of constructing or using the said railways and works beneath the surface of the said lands coloured yellow with red hatchings blue with blue hatchings and red with red hatchings :

- (5) There shall be included as part of the aforesaid expenditure in each case a sum equal to ten per cent. on the amount of such expenditure (excluding legal engineering and surveyor's charges) to cover the Company's legal surveying and engineering expenses (including the Company's departmental expenses) of and incidental to such acquisition All costs charges and expenses paid or payable by the Company under the provisions of the Lands Clauses Acts or otherwise in connexion with the acquisition of the said lands coloured yellow and yellow with red hatchings blue and blue with red hatchings and red with red hatchings on the said plan including those of and incidental to payments into and out of Court and investment and re-investment of purchase moneys shall be included in the aforesaid expenditure with regard to such respective lands :
- (6) The corporation may subject in all respects to the provisions of sections 183 to 189 of the Metropolis Management Act 1855 as amended by any subsequent Acts borrow the requisite moneys for the purposes of this section All stamp or other duties which shall be payable in respect of this subsection shall be borne and paid by the corporation.

As to building line in Beadon Road.

18. If Beadon Road is widened under the provisions of this Act then for the purposes of the London Building Acts the building line on the north-east side thereof throughout so much thereof as is coloured yellow with red hatchings blue with red hatchings and red with red hatchings on the plan referred to in

the section the marginal note of which is "Widening of Beadon Road" shall be the line bounding on the north-eastern side thereof the said lands so coloured. A.D. 1913.
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19. The Company shall unless otherwise agreed with the London County Council (in this section called "the council") divert at their own expense the sewer in Beadon Road in accordance with the plan and section marked "B" and signed by Arthur Reginald Cooper on behalf of the Company and George William Humphreys on behalf of the council and the provisions of section 204 of the Metropolis Management Act 1855 and of section 68 of the Metropolis Management Amendment Act 1862 shall not apply to the said sewer as and when so diverted. Provided always that any building to be erected on over or under the diverted sewer shall not be of such a weight as to endanger the structure of the diverted sewer and before any such building is commenced plans thereof shall be deposited with the council and the owner of any such building shall be liable to make good any injury or damage caused to the diverted sewer by or by reason of the erection or maintenance of such building and the council may recover from such owner the costs and expenses of making good such injury or damage. Diversion
of sewer in
Beadon
Road.

20. The Company may stop up the portion of the road known as Woodville Road as is within the limits of deviation shown on the deposited plans and thereupon all public rights of way over such road shall be extinguished and the site thereof shall vest in the Company but such portion of road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof. Power to
stop up road.

21. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. As to private
rights of
way over
lands taken
compulsorily.

22. The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four Power to
Company to
enter upon
property for

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—
survey and
valuation.

hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them or any lands houses and buildings which may be affected by the construction of the said railways and works for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of
arbitration
in certain
cases.

23. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensa-
tion in case
of recently
altered
buildings

24. In settling any question of disputed purchase money or compensation payable under this Act by the Company 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 thirty-first day of October one thousand nine hundred and twelve 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. 1913.
acquired by
Company.

25. 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.

Period for
compulsory
purchase of
lands.

26. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until such railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Imposing
penalty un-
less railways
opened.

27. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered

Application
of penalty.

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with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways 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 sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

For protection of Brentford Gas Company and electric lighting companies.

28. The provisions contained in section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the Act of 1902 as extended and applied by this Act to the railways and works by this Act authorised shall apply and extend to the Brentford Gas Company and any undertakers under any Provisional Order granted under the Electric Lighting Acts 1882 and 1888 or under any Act of Parliament and for the purpose of the said section such gas company and any such undertaker shall be deemed to be a "protected company" within the meaning of the said section.

For protection of Ecclesiastical Commissioners.

29. For the protection of the Ecclesiastical Commissioners the following provisions shall have effect unless otherwise agreed:—

(A) The Company shall not (except as herein-after provided) acquire under the powers of this Act the interest of the Ecclesiastical Commissioners in any land on their estates in the parish and urban district of Willesden or in the metropolitan borough of St. Pancras other

than that which shall be required for the purposes of running lines and sidings for passenger trains and for station tunnels : A.D. 1913.

- (B) If the Company require from the Ecclesiastical Commissioners under the powers of this Act any buildings in the parish and urban district of Willesden then and until such buildings shall be removed they shall be kept by the Company in such repair and condition as to conform with the covenants contained in the lease or leases under which the premises are now held from the Ecclesiastical Commissioners and if occupied such occupation shall be in conformity with the said covenants :
- (c) If the Company shall require to take under the powers of this Act more of any of the lands of the Ecclesiastical Commissioners in the parish and urban district of Willesden than will leave the minimum open space required by the byelaws of the Willesden Urban District Council to the buildings occupied in connexion with such land the Company shall acquire the interests of the Ecclesiastical Commissioners in the whole of such lands on which such minimum open space shall not be left as aforesaid together with the whole of the premises occupied in connexion therewith and shall within two years of the date of the opening of the railway for public traffic re-sell so much of the said interests at a price to be settled in case of dispute by arbitration pursuant to the provisions in that behalf contained in the Arbitration Act 1889 to the Ecclesiastical Commissioners as shall not be required for the running lines and sidings of the Company or of the London and North Western Railway Company or as shall not under the powers of this Act be added by the Company to a public highway :
- (D) The Company shall be at liberty to acquire an easement or right of using the subsoil or under-surface under any public street without payment to the Ecclesiastical Commissioners where the soil of any such street is vested in the Ecclesiastical Commissioners :

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- (E) The Company shall not exhibit any advertisements visible from without on any part of the estate of the Ecclesiastical Commissioners in the parish and urban district of Willesden acquired by the Company under the powers of this Act:
- (F) The Company shall not except for temporary lights during construction of the works use any large arc lights or flare lamps which may or shall in the opinion of the surveyors to the Ecclesiastical Commissioners be likely to be an annoyance to occupiers of any part of the estate of the Ecclesiastical Commissioners in the parish and urban district of Willesden or be likely to tend to depreciate the value of any part of their estate for residential purposes:
- (G) If the Company acquire any of the lands numbered 1 to 12 (inclusive) on the deposited plan for the additional lands in the parish and urban district of Willesden they shall not make any opening from the lands so acquired on to Brondesbury Villas Woodville Road or Brondesbury Road for any purpose and the Company shall erect and maintain a brick wall on the final boundary of the lands so acquired such wall to be six feet in height from the ground adjoining the wall measured on whichever side of the wall such ground is highest:
- (H) The Company shall not deviate upwards from the level of Railway No. 5 or any part thereof where such railway is to be constructed in tunnel under the property of the Ecclesiastical Commissioners to such an extent as to bring the tunnel of the railway within forty feet of the surface of any public road or street adjoining the said premises.

For protection of
London and
North West-
ern Railway
Company.

30. For the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") the following provisions shall unless otherwise agreed be observed and have effect:—

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the previous consent in writing of the North Western Company under their common seal

take use enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to 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 their lands as may be necessary for the construction of Railway No. 1 and all works connected therewith (herein-after referred to as "Railway No. 1") in accordance with the provisions of this section The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration:

- (2) The Company shall not without the consent of the principal engineer of the North Western Company (herein-after referred to as "the principal engineer") which consent shall not be unreasonably withheld in constructing Railway No. 1 under the lands of the North Western Company or under the Railways Nos. 1 and 2 authorised by the London and North Western Railway Act 1907 deviate laterally so as to interfere with the construction of the said authorised Railway No. 1 or vertically to any extent in an upward direction from the levels as shown on the deposited sections:
- (3) The Company shall before they commence the construction of so much of Railway No. 1 and all works in connexion therewith as shall or may pass under or in any way affect the property of the North Western Company submit to the principal engineer proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company for the reasonable approval of the principal engineer Provided that if such principal engineer shall for the space of one month neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then

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such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the North Western Company and such portion of Railway No. 1 and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the supervision and to the reasonable satisfaction of the principal engineer and at the costs charges and expenses in all respects of the Company :

- (4) Before the Company commence the construction of the said Railway No. 1 any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the stability of the railway and property of the North Western Company may and shall be carried out by the North Western Company for the Company and the costs thereof and any expenses incurred in connexion therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the North Western Company in and about such works) shall be repaid by the Company to the North Western Company on demand :
- (5) If it shall at any time appear to the principal engineer either before or during the construction or after the completion of the said Railway No. 1 that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the North Western Company or in connexion with the works of the said railway or in relation to the method of construction of the said railway so as to prevent subsidence or injury happening to any of the railways and works or property of the North Western Company owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the principal engineer make and execute

at their own expense and according to plans sections and specifications to be approved by him such works or take such measures of precaution including the use of compressed air or the temporary cessation of the construction of the said railway as the principal engineer shall require and the construction of the said railway when commenced shall proceed without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such further works or measures of precaution as aforesaid or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as herein-after provided :

- (6) The Company shall before commencing the construction or the structural alteration renewal or repair of the said Railway No. 1 give (except in case of emergency) twenty-eight days' previous notice in writing to the said principal engineer of their intention to commence such works and in case of emergency the Company shall give the North Western Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out :
- (7) The Company shall at their own expense construct and at all times maintain the said Railway No. 1 and all the works both temporary and permanent necessary and incident to the construction thereof so far as such railway and works affect the property and works of the North Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the 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 if and whenever the Company fail so to do or in case of emergency 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 and things as the principal engineer may reasonably think requisite and the sum

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from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the North Western Company from the Company in any court of competent jurisdiction. Provided always that in the event of any dispute between the Company and the North Western Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party as herein-after provided :

- (8) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works herein-before referred to the said railways of the North Western Company or any of the works connected therewith respectively or any lands or property of that company shall be injured or damaged such injury or damage shall be forthwith made good by the North Western Company who may recover the full amount expended in so doing from the Company in any court of competent jurisdiction :
- (9) The Company shall not in making and maintaining the said Railway No. 1 in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the North Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the North Western Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the North Western Company all reasonable costs and expenses to which that company may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference ;

(10) Notwithstanding anything in this Act provided or contained the Company shall be responsible for and make good to the North Western Company all costs charges losses damages and expenses which may be occasioned to their railway works lands or property or to any person or persons using the same by reason of the construction alteration maintenance or failure of the said Railway No. 1 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 shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission :

(11) During the construction of so much of the said Railway No. 1 and of any of the further works mentioned in this section under or in any way affecting the property and works of the North Western Company the Company shall bear and on demand pay to the North Western Company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for inspecting so much of the said Railway No. 1 and further works as aforesaid and for watching their railway and the works and conveniences connected therewith and their said lands or property for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise and the Company shall at all times give ample facilities to the principal engineer and his assistants or inspectors for full and free access to so much of the said railway during or after its construction and shall also furnish him or them with every information he or they may reasonably require with regard to so much of such railway or the method of construction thereof :

(12) The Company shall from time to time repay to the North Western Company any additional expense to which that company may be put in maintaining their

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railways and works by reason or in consequence of the construction of the said Railway No. 1 :

(13) If the North Western Company shall at any time after the construction of the Railway No. 1 and works connected therewith desire to alter or extend their railways or any of the works or conveniences connected therewith the Company shall give to the North Western Company every reasonable facility for the execution of such alteration extension or construction and any additional expense to which the North Western Company may be put in carrying out such alteration or extension by reason of the construction of the said Railway No. 1 shall be repaid to them by the Company :

(14) Except as in subsection (1) of this section otherwise provided if any difference shall arise between the Company and the North Western Company or their respective engineers with reference to the matters aforesaid such difference shall be referred to and be determined on the application of either party by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers in accordance with the provisions of the Arbitration Act 1889.

For pro-
tection of
Metropolitan
District
Railway
Company.

31. The following provisions for the protection of the Metropolitan District Railway Company (herein-after in this section referred to as "the District Company") shall unless otherwise agreed have effect :—

(1) The Company shall not except with the previous consent of the District Company under their common seal enter upon or in any way interfere with the railway or the Hammersmith station or any works of the District Company nor shall they without the like consent of the District Company purchase or acquire any lands or property of the District Company but subject to terms to be agreed by the District Company the Company may construct and execute Railways Nos. 6 and 7 in the parish and metropolitan borough of Hammersmith referred to in the section of this Act the marginal note whereof is "Description of railways" and the works

and conveniences connected therewith subject to the reasonable approval of the District Company so far as such railways works and conveniences are on in or under or upon lands or property of the District Company and the Company may purchase or acquire and the District Company shall subject to terms to be agreed by the District Company sell an easement or right of so constructing and of maintaining and using such railways works and conveniences on in under or upon the lands and property of the District Company: A.D. 1913.

- (2) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the District Company all costs losses damages and expenses which may be occasioned to that company or to their railways works or property or to the traffic thereon or otherwise by reason of the execution or maintenance or by reason of the failure of the Company's railways and the works in connexion therewith or the maintenance thereof or any act or omission of the Company or of their contractors or of any of the persons in the employ of the Company or of their contractors and the Company will effectually indemnify and hold harmless the District Company from all claims and demands upon or against them during or by reason of such execution or maintenance or failure or such act or omission.

32. For the protection of the London and South Western Railway Company (herein-after referred to as "the South Western Company") the following provisions shall unless otherwise agreed be observed and have effect:—

For protection of London and South Western Railway Company.

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the previous consent in writing of the South Western Company under their common seal take use enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the South Western Company but the Company may purchase and take and the South Western Company shall sell and grant accordingly an easement or right of using so much of their lands as may be necessary for the construction

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of the railways and all works connected therewith. The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration :

- (2) The Company shall not without the consent of the principal engineer of the South Western Company (herein-after referred to as "the principal engineer") which consent shall not be unreasonably withheld in constructing the railways under or affecting the lands of the South Western Company deviate from the centre line and levels thereof as shown on the deposited plans and sections :
- (3) The Company shall before they commence the construction of so much of the railways and all works in connexion therewith as shall or may pass under or in any way affect the property of the South Western Company or within twenty yards thereof (herein-after referred to as "the said railways") submit to the principal engineer proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company including strength and quality of materials for the reasonable approval of the principal engineer and also proper and sufficient plans showing the stages by which it is intended to carry out the proposed works for the like approval. Provided that if such principal engineer shall for the space of twenty-eight days neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the South Western Company and such portion of the said railways and all works necessary or incident to the construction

thereof or affecting the property or works of the South Western Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the supervision and to the reasonable satisfaction of the principal engineer and at the costs charges and expenses in all respects of the Company :

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- (4) Before the Company commence the construction of the said railways any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the stability of the railway and property of the South Western Company shall be carried out by and at the cost of the Company or the South Western Company may if they so elect carry out such works for the Company and the costs thereof and any expenses incurred in connexion therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the South Western Company in and about such works) shall be repaid by the Company to the South Western Company on demand :
- (5) If it shall at any time appear to the principal engineer either before or during the construction or after the completion of the said railways that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the South Western Company or in connexion with the works of the said railways or in relation to the method of construction of the said railways so as to prevent subsidence or injury happening to any of the railways and works or property of the South Western Company owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the principal engineer make and execute at their own expense and according to plans sections and specifications to be approved by him such works or take such measures of precaution including the temporary cessation of the construction of the said railways as the principal engineer shall

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require and the construction of the said railways when commenced shall proceed without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such further works as aforesaid or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as herein-after provided:

- (6) The Company shall before commencing the construction or the structural alteration renewal or repair of the said railways give (except in case of emergency) twenty-eight days' previous notice in writing to the said principal engineer of their intention to commence such works and in case of emergency the Company shall give the South Western Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out:
- (7) The Company shall at their own expense construct and at all times maintain the said railways and all the works both temporary and permanent necessary and incident to the construction thereof so far as such railways and works affect the property and works of the South Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the South Western Company and if and whenever the Company fail so to do or in case of emergency the South Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the principal engineer may think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the South Western

Company from the Company in any court of competent jurisdiction Provided always that in the event of any dispute between the Company and the South Western Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party as herein-after provided :

- (8) The junctions of Railways Nos. 6 and 7 with the railway of the South Western Company and the works in connexion therewith shall be constructed and maintained by the South Western Company at such point and in such manner subject to the provisions of this Act as the principal engineer shall require but in all things at the expense of the Company :
- (9) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works herein-before referred to the said railway of the South Western Company or any of the works connected therewith respectively or any lands or property of that company shall be injured or damaged such injury or damage shall be forthwith made good by the South Western Company who may recover the full amount expended in so doing from the Company in any court of competent jurisdiction :
- (10) The Company shall not in making and maintaining the said railways in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the South Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the South Western Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the South Western Company all reasonable costs and expenses to which that company

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may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference :

- (11) Notwithstanding anything in this Act provided or contained the Company shall be responsible for and make good to the South Western Company all costs charges losses damages and expenses which may be occasioned to their railway works lands or property or to any person or persons using the same by reason of the construction alteration maintenance or failure of the said railways 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 shall effectually indemnify and hold harmless the South Western Company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission :
- (12) During the construction of the said railways and of any of the further works mentioned in this section the Company shall bear and on demand pay to the South Western Company the reasonable expense of the employment by them of a sufficient number of inspectors watchmen and signalmen to be appointed by them (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst so employed) for inspecting watching lighting and signalling the said railways and further works as aforesaid and the works and conveniences connected therewith and their said land or property and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise and the Company shall at all times give ample facilities to the principal engineer and his assistants or inspectors for full and free access to the said railways during or after their construction and shall also furnish him or them with every information he or they may reasonably require with regard to such railways or the method of construction thereof :

- (13) If by reason of or during the construction of the said railways it shall become necessary in the opinion of the said principal engineer to add to or alter any signal or signal apparatus on the railway of the South Western Company the same shall be so added to or altered by the South Western Company and the reasonable expense thereof shall be repaid by the Company to the South Western Company : A.D. 1913.
- (14) The Company shall from time to time repay to the South Western Company any additional expense to which that company may be put in maintaining their railway and works by reason or in consequence of the construction or user of the said railways :
- (15) If the South Western Company shall at any time after the construction of the railway and works connected therewith desire to alter their railways or any of the works or conveniences connected therewith at the point of junction with Railways Nos. 6 and 7 they shall be at liberty to do so at their own expense Provided always that no interruption or interference be thereby caused to the traffic of the Company :
- (16) In the event of the telegraphic telephonic or electrical signal communications or apparatus of the South Western Company being injuriously affected by induction or otherwise by the working of the said railways or by the electric or other works of the Company the Company shall with all possible despatch at their own expense execute or do such remedial works in connexion with their own plant as the South Western Company may consider to be necessary for their protection and the South Western Company shall be empowered to carry out such alterations in their telegraphic telephonic or electrical signal communications or apparatus on their railways as they may deem to be necessary at the cost of the Company :
- (17) Except as in subsection (1) of this section otherwise provided if any difference shall arise between the Company and the South Western Company or their respective engineers with reference to the matters aforesaid such difference shall be referred to and be

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determined on the application of either party by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers in accordance with the provisions of the Arbitration Act 1889.

For protection of
Great Western and
Metropolitan
Railway
Companies.

33. For the protection of the Great Western and Metropolitan Railway Companies (in this section called "the joint companies") the owners of the Hammersmith and City Railway (in this section called "the joint railway") the following provisions shall unless otherwise agreed between the Company and the joint companies be observed and have effect (that is to say):—

(1) In this section—

"The Hammersmith station" means the Hammersmith station of the joint companies and the railway railway works yards and buildings connected therewith other than the properties numbered 99 to 103 (both inclusive) on the deposited plans for Railways Nos. 6 and 7 by this Act authorised and any enlargement of such station and works;

"The approach road" means the land numbered 98 on the deposited plans;

"The Company's works" means and includes (a) the Railways Nos. 6 and 7 by this Act authorised and (b) the sewer diversion referred to in the section of this Act of which the marginal note is "Diversion of sewer in Beadon Road";

"The Beadon Road section" means the section the marginal note of which is "Widening of Beadon Road"; and

"The plan" means the plan referred to in the Beadon Road section":

(2) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not (except to the extent in this section mentioned) enter upon take use or interfere with either permanently or temporarily or purchase or acquire the Hammersmith station or the approach road or any part of such station or road:

- (3) The Company may purchase and take and the joint companies shall sell and grant accordingly so far as their interest in the premises extends an easement or right (subject to and in accordance with the provisions of this section) of constructing and for ever after maintaining and using the Company's works in and through the subsoil of so much of the Hammersmith station and approach road as may be necessary for such purposes: A.D. 1913.
- (4) If the Hammersmith Borough Council (in this section referred to as "the borough council") within the time limited in that behalf by the Beadon Road section give to the Company notice of their intention to widen Beadon Road and the Company determine to construct the Company's works then and in such case the Company shall acquire (a) the lands coloured red with red hatchings on the plan and (b) the easement or right referred to in subsection (3) of this section in and through the subsoil of so much of the Hammersmith station and the approach road as is not included in the land coloured red with red hatchings on the plan and (c) the whole of the lands coloured blue and blue with red hatchings on the plan. And in that case the Company shall purchase and take and the joint companies to the extent of their joint interests therein shall sell and convey such lands easements and rights and the compensation payable (a) for the lands coloured red with red hatchings on the plan (b) the easement or right referred to in the said subsection (3) in and through the subsoil of so much of the Hammersmith station and the approach road as is not included in the lands coloured red with red hatchings on the plan and (c) such of the land coloured blue and blue with red hatchings on the plan as belongs to the joint companies shall be separately assessed and the purchase moneys and compensation payable therefor (including a sum representing the cost of reinstating any buildings on the lands numbered 96 and 97 on the deposited plans which may be wholly or partly demolished by the Company) shall failing agreement

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be determined by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation:

- (5) On completion of the covered ways for the Company's works in and through the lands coloured blue and blue with red hatchings yellow and yellow with red hatchings on the plan (of which completion notice in writing shall forthwith be given by the Company to the joint companies) the Company shall sell to the joint companies who subject as in this subsection provided shall purchase (A) the lands coloured blue and blue with red hatchings on the plan and (B) if the joint companies so desire and of such desire notify the Company in writing within one month after the receipt of such last-mentioned notice the lands coloured yellow and yellow with red hatchings on the plan. There shall be reserved to the Company out of any sale and purchase under this subsection an easement or right in perpetuity of maintaining and using the Company's works in and through the lands to be so sold and purchased and the lands coloured yellow and yellow with red hatchings on the plan shall be sold subject to the same restrictions as to user as those to which they are subject at the passing of this Act and any conveyance in pursuance of such sale and purchase shall contain such restrictive covenants by the joint companies with regard to the construction of any buildings which may be erected on such lands and such covenant by the Company for quiet enjoyment of the said lands as the Company before the price payable by the joint companies for the said lands is ascertained may determine to be necessary:

If Beadon Road is widened under the powers of this Act there shall be also excluded from any sale and purchase under this subsection the lands coloured blue with red hatchings and yellow with red hatchings on the plan. The price to be paid to the Company by the joint companies for the lands to be sold and purchased under this subsection shall in

default of agreement be determined by arbitration under the Lands Clauses Acts Provided that the Company shall not be entitled to any compensation in respect of any betterment of the said lands which may accrue thereto by reason of the widening of Beadon Road under the provisions of this Act and that each party shall pay their own costs of any such arbitration : A.D. 1913.

- (6) The Company shall twenty-eight days before they commence the construction of any part of the Company's works which shall or may pass under or affect the Hammersmith station and the approach road furnish to the joint companies proper and sufficient plans sections and specifications of the works proposed to be made by the Company under or adjacent to the said premises and for a distance of fifty lineal feet on each side thereof and such plans sections and specifications shall be settled by agreement between the engineer of the Company and the respective engineers of the joint companies or if they do not agree by arbitration as herein-after provided and such works shall be carried into effect only in accordance with the plans sections and specifications so settled and under the supervision and to the reasonable satisfaction of the respective engineers of the joint companies and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with and completed with all reasonable despatch Provided that if for a space of twenty-eight days after the said plans sections and specifications have been delivered to them the respective engineers of the joint companies fail to signify their disapproval thereof they shall be deemed to have approved the same :

- (7) The Company shall construct the Company's works under the Hammersmith station and the approach road and under the properties numbered 99 to 105 (both inclusive) on the deposited plans in a subway to be formed by the process of cut and cover or in such other way as the Company may think fit at such depth as will leave not less than two feet

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between the top of the subway and the surface of the lands forming the site of such station and road and of the said properties and shall not without the consent in writing of the joint companies deviate to the north the respective centre lines as shown on the deposited plans of so much of the said Railways Nos. 6 and 7 as may affect the Hammersmith station or the approach road or (except as mentioned in the Beadon Road section) interfere permanently with the surface of the Hammersmith station and the approach road or of the said properties:

- (8) The Company shall (unless prevented by causes beyond their control) complete the construction of the portion of the covered ways for the Company's works in and through the approach road within six months of the commencement thereof and the construction of the portion of the said covered ways in and through the Hammersmith station and the said properties with all reasonable despatch after the commencement thereof and shall make good the surface with all reasonable despatch after such construction is completed and shall upon such completion fence off from the adjoining road and make good the surface of the lands coloured blue to such level as may be reasonably approved by the respective engineers of the joint companies:
- (9) If during the construction of the Company's works or the widening of Beadon Road in this Act provided for the Company or the borough council shall require to occupy and use the surface of the said approach road or the surface of Hammersmith Broadway Beadon Road or The Grove they shall at all times during such occupation or use leave or provide such means of access between the booking offices of the joint companies and Beadon Road and between the Hammersmith station and The Grove as the joint companies shall reasonably require and in particular shall not at one and the same time stop up a greater width than one half of the surface of the said approach road:

- (10) Before commencing the construction of any works which may affect the Hammersmith station or the approach road the Company shall if required by the joint companies so underpin the Hammersmith station buildings and execute such other protective works as the respective engineers of the joint companies shall deem necessary for ensuring the safety of the said buildings and such protective works when commenced shall be proceeded with and completed with all reasonable despatch. Provided always that if the joint companies so elect they may themselves construct such protective works at the expense of the Company. Any difference as to the necessity of any protective works as aforesaid other than underpinning or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as herein-after provided:
- (11) The Company shall at all times hereafter maintain and keep so much of the Company's works as shall be under the Hammersmith station and the approach road and the said properties numbered 99 to 105 as aforesaid and the underpinning or protective works aforesaid (if any) in good substantial and safe repair and condition to the satisfaction of the respective engineers of the joint companies and such engineers and those authorised by them shall at all reasonable times have free access to the Company's works for the purpose of ascertaining the condition thereof and every reasonable facility shall be afforded them for inspection thereof and every defect or want of repair of which they give notice to the Company and which shall be due to the Company's works shall be remedied by the Company and if and whenever the Company fail so to do the joint companies may make and do all such works and things as the joint companies may reasonably think requisite in that behalf and the sum from time to time certified by the respective engineers of the joint companies to be the reasonable amount of such expenditure (including compensation to any workmen or their legal representatives or dependents who may be injured or

A.D. 1913.

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killed whilst employed by the joint companies in and about such works) or in case of difference determined by an arbitrator to be appointed as hereinafter provided shall be repaid to the joint companies by the Company :

- (12) If during and by the execution of the Company's works the joint railway or other property of the joint companies shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the joint companies may make good the same and recover the costs thereof against the Company :
- (13) The Company shall not in making and maintaining or in working or using the Company's works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the joint railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the joint railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the joint companies all reasonable costs and expenses to which the joint companies may be put as well as full compensation for the loss sustained by them by reason of any such obstruction hindrance or interference :
- (14) All reasonable costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company who during the construction renewal or repair of the Company's works under and adjacent to the Hammersmith station and the approach road shall bear and on demand pay to the joint companies the reasonable costs charges and expenses of the employment by the joint companies of a sufficient number of inspectors or watchmen to be appointed by them for watching the Hammersmith station and the works and conveniences connected therewith and the approach road with reference to and during the execution of the Company's works and for preventing as far as may be all interference obstruction danger or accident

from any of the operations of the Company or from the acts or defaults of their contractors or of any person in their employ or otherwise: A.D. 1913.

- (15) If at any time the respective engineers of the joint companies shall be of opinion that the construction or maintenance of the Company's works or other operations of the Company are or may be attended with danger to any portion of the joint railway or other property of the joint companies the Company shall forthwith adopt such additional measures and precautions as the said engineers may reasonably consider necessary for the purpose of preventing damage or injury thereto:
- (16) The Company shall so construct their electric circuits and other works of all descriptions and shall so work the Company's works in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used on the joint railway or with the currents in such circuits whether such circuits are used for traction signalling telegraph or telephone purposes Provided that as regards electric circuits erected or laid down on the joint railway after the construction of the works of the Company this subsection shall only apply if reasonable and proper precautions to prevent such injurious interference have been taken in the erection or laying down of such last-mentioned circuits and if they have not been erected or laid down in unreasonably close proximity to the Company's works:
- (17) Notwithstanding anything in this Act contained and subject to the proviso to the last preceding subsection the Company shall be responsible for and make good to the joint companies all costs losses damages and expenses which may be occasioned to the joint companies or to any of their works lands or property or to any person using or occupying the same whether as tenant or otherwise or to the traffic on the joint railway or otherwise by reason of the construction maintenance or failure of the Company's works or of any act or omission of the Company or of any

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persons in their employ or of their contractors or others and (subject as aforesaid) the Company shall effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission or under the section of this Act the marginal note of which is "Diversion of sewer in Beadon Road":

- (18) The Company shall from time to time repay to the joint companies any additional expense to which those companies may be put in widening altering or maintaining the Hammersmith station and the approach road by reason or in consequence of the construction of the Company's works:
- (19) Nothing in this section contained shall render the Company liable to make compensation to the joint companies by reason of abstraction of traffic or competition:
- (20) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the joint companies or with any requirement of the joint companies or under the supervision of their respective engineers or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the joint railway or other property of the joint companies or affect any claim by them for injury caused to the joint railway or the traffic thereon or demands of any other company or person using the same:
- (21) In addition to the provisions in this section contained the joint companies shall be entitled to the benefit of any general provisions contained in or incorporated with this Act for the protection of owners of property in relation to damage resulting from the working and user of the Company's works but this shall not apply to any lands sold by the Company to the joint companies under subsection (5) of this section:
- (22) Any question by this section (other than subsections (4) and (5) thereof) referred to arbitration and any difference which may arise between the Company

and the joint companies as to the reasonableness of any requirement of the joint companies or of their respective engineers or otherwise under the provisions of this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and save as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

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

For protection of London County Council.

- (1) So soon as reasonably practicable after the completion of any underground works which have been executed by them under the powers of this Act the Company shall at their own expense furnish the Council with a copy of any map or plan made by them of such works with any corrections alterations or additions thereto :
- (2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon open break up or interfere with any street in the administrative county of London herein-after in this section called "the county") except upon and subject to such terms and conditions as the council may reasonably impose :
- (3) Subsection (3) (D) of section 28 of the Act of 1911 is incorporated with this Act and shall also extend and apply to the tramways in Beadon Road and The Broadway Hammersmith as if the expression "the tramways of the council" used in that subsection included those tramways :
- (4) The construction reconstruction or alteration under the powers of this Act of Great Church Lane Bridge for carrying Great Church Lane over Railway No. 6 shall be executed so as not to lessen the present clear width of Great Church Lane including the footway or footways or so as to be of a less width between the parapets thereof than forty feet measured

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on the square and such bridge or work shall be so covered or fenced as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into the street:

- (5) The Company shall in constructing the railways over Galena Road Cambridge Road and Mansion House Street so construct reconstruct or alter the bridges to carry such railways as that the same shall respectively be girder bridges which shall have a clear headway throughout above the existing surface of the street and a clear span throughout measured on the square of not less than the now existing headways and spans thereof respectively:
- (6) All bridges and works over any street in the county which are constructed reconstructed or altered under the powers of this Act shall be of a reasonably ornamental character and design and shall as far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street area or forecourt and so as to deaden the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide from view in the street trains passing over such bridges or works In constructing reconstructing or altering the bridges aforesaid the Company shall face the abutments of such bridges with white glazed bricks and shall at all times keep the surface of such bricks clean and in good repair to the satisfaction of the local authority:
- (7) The Company shall not under the powers of this Act execute or commence to execute the construction reconstruction or alteration of any bridges or works as aforesaid until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and all other necessary particulars of the works and until the same have been approved by the council or by an arbitrator as herein-after provided unless the council fail to signify their approval or

their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and works and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company on demand:

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- (8) Wherever any part of the railway will be constructed beneath the surface of a public street so that there will be a less distance than twenty-five feet between any portion of the work and the surface of such street the same shall be constructed only subject to and in accordance with plans sections and specifications previously submitted to and approved by the council in writing and such approval shall not be unreasonably withheld:
- (9) Any difference arising between the council and the Company under this section shall unless otherwise agreed be referred to and determined by an engineer to be agreed or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to such reference.

35. For the protection of the London United Tramways Limited (in this section called "the tramway company") the following provisions shall unless otherwise agreed in writing have effect (that is to say):—

For protection of
London
United
Tramways
Limited.

- (1) If for the purpose of making trial borings under this Act it shall be necessary for the Company to open

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or break up the surface of any road wherein any tramways of the tramway company are laid such trial borings shall be so carried out as not in any way to damage or interfere with the tramways (including posts cables wires and other apparatus) of the tramway company or with the traffic thereon and such borings shall be made only at such times and places and in such manner as the tramway company may reasonably appoint:

- (2) The Company shall carry out the works authorised by this Act and shall thereafter maintain the same in such manner as not to damage or interfere with the tramways of the tramway company (including the substructure thereof and the posts cables wires and other apparatus connected therewith) and so as not to cause any interruption of or impediment to the traffic on the tramways of the tramway company:
- (3) The Company shall pay to the tramway company all reasonable expenses to which the tramway company may be put by or in consequence of the said works and in payment of watchmen and inspectors during the construction of the said works and any reasonable additional expense which may be caused to the tramway company by or in consequence of the construction maintenance or user of the said works:
- (4) The Company shall indemnify the tramway company against all claims arising in respect of and compensate them for any injury to the property or works of the tramway company or to any person or persons using their tramways in consequence of or during the construction of the said works or the subsequent user thereof but the appointment by the tramway company of any inspector or the superintendence of any works by the tramway company shall not relieve the Company from any liability in connexion with any works carried out by the Company:
- (5) The Company shall carry out such works as the tramway company may reasonably consider necessary for the protection of their tramways and other property against damage from subsidence or other causes:

- (6) Nothing in this section contained shall render the Company liable to make compensation to the tramway company by reason of abstraction of traffic or competition: A.D. 1913.
- (7) If any difference shall arise under this section the same shall be referred to and determined by an arbitrator to be appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers on the application of either party after notice to the other and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

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

- (1) The provisions contained in section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the Act of 1902 as extended and applied by the section of this Act of which the marginal note is "Incorporating certain provisions of existing Acts" to the railway and works by this Act authorised (in this section referred to as "the protective section") shall be read and have effect as if the Board were the protected company within the meaning of that section provided that the following modifications of the said section in its application to the Board and their apparatus shall have effect (that is to say):—

(A) The period of twenty-eight days shall be substituted for the period of fourteen days mentioned in subsections (1) and (2) of the said section and the period of fourteen days shall be substituted for the period of seven days mentioned in the said subsection (1);

(B) The President of the Institution of Civil Engineers shall be substituted for the Board of Trade in subsection (8) of the said section:

- (2) The Company shall not remove raise sink or otherwise alter the position of any mains pipes valves hydrants

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plugs or other works or apparatus (in this section referred to as "apparatus") of the Board or do anything which may impede the passage of water into or through the same without the consent in writing of the engineer of the Board or in any manner other than the said engineer shall approve (such consent or approval as the case may be not to be unreasonably withheld) and until such good and sufficient apparatus as the said engineer may consider reasonably necessary for continuing the supply of water has been first provided and laid down and made ready for use:

- (3) The Company in executing any works under this Act or in removing raising sinking or otherwise altering the position of any apparatus of the Board shall make good all damage done by them to the apparatus or other property of the Board and shall make reasonable compensation to the Board for any loss or damage which they may sustain by reason of any interference with their apparatus or property:
- (4) In executing the works authorised by this Act the Company shall not raise sink or otherwise alter the position of any apparatus of the Board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of either less than three feet or of more than five feet:
- (5) All works to be executed or provided under this section or the protective section in connexion with the apparatus of the Board shall be so executed and provided by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer to the Board and the reasonable costs charges and expenses of such superintendence shall be paid by the Company:
- (6) The Company shall to the satisfaction of the Board over and for a length of thirty feet on each side of the proposed railway of the Company where it passes under the Broadway Hammersmith and Great Church

Lane Hammersmith substitute for those portions of the existing cast iron mains steel pipes of not less diameters: A.D. 1913.

- (7) The provisions of this section shall except as otherwise expressly provided be in addition to and not in substitution for or derogation of any other provision of this Act to the benefit of which the Board would be otherwise entitled:
- (8) If any question shall arise under this section between the Company and the Board or their respective engineers or if in any case the engineer of the Board withholds his consent approval or sanction a difference shall thereupon be deemed to have arisen between the Company and the Board with regard thereto then and in every such case such difference shall be settled in accordance with the provisions of subsections (8) and (10) of the protective section as modified by this section.

PART III.

RUNNING POWERS.

37.—(1) The Company and any company or person lawfully working or using the railways of the Company may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any purpose whatsoever and for the purposes of traffic of every description the railways of the City Company authorised by the City and South London Railway Acts 1884 to 1903 together with all stations and all roads platforms points signals engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences on or connected with the said railways and stations respectively and as regards traffic of every description conveyed by them the Company may demand and take upon and in respect of the said railways the rates and charges which the City Company are entitled to demand and take. Running powers.

(2) The terms conditions and regulations to be observed and fulfilled and the tolls charges rent and other considerations to be paid by the Company for and in respect of the use of the said railways stations works and conveniences shall be such as

A.D. 1913. may be agreed upon between the Company and the City Company or failing agreement as may be determined on the application of either of the companies or persons interested by the Railway and Canal Commissioners or any two of them.

(3) In running over and using the said railways and using the stations sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the railways so used shall be at all times observed so far as such byelaws shall be applicable.

Short dis-
tance
charges.

38. In respect of passengers conveyed partly on the railways of the Company and partly on the railways of the City Company the Company may demand for a total distance not exceeding two miles rates and charges as for two miles.

PART IV.

RATES &C.

Rates and
charges.

39. The Company may demand and take for the conveyance of passengers dogs and small parcels rates or charges not exceeding those authorised by section 54 (of which the marginal note is "Rates and charges") of the Act of 1910 and section 39 (of which the marginal note is "Power to Company to carry dogs and to demand and take rates and charges therefor") of the Act of 1912 and those sections shall extend and apply as if the railways by this Act authorised had formed part of the authorised railways of the Company at the date of the passing of the Act of 1910 and the Act of 1912 respectively.

Workmen's
through re-
turn fares.

40. On and after the passing of this Act the provision of trains for and the issue of tickets to artizans mechanics daily labourers and other workmen shall be as set out in this section (that is to say):—

- (1) The Company shall run a sufficient number of trains in the morning of every day of the week except Sundays Christmas Day Good Friday and Bank Holidays and shall on such mornings issue at all stations for the time being of the Company named in any part of the Fourth Schedule to this Act workmen's through return tickets to all stations for the time being of the City Company named in the same part of the said schedule and for which fares are provided in the

said schedule at fares which shall not be in excess of those stated in the said schedule available for any train timed to leave the station at which such tickets are issued at or before 8 o'clock on the morning of the day of issue thereof: A.D. 1913.

- (2) A workman's through return ticket issued in pursuance of this section shall entitle the holder to travel in a suitable carriage by any such train starting from the station at which such ticket is issued and in which there is room for passengers (but so that such holder shall change trains or carriages at such station or stations on the route as may be necessary) and shall entitle such holder to return in like manner in a like carriage by any train during the day of issue of such ticket (but so that such passenger shall change trains or carriages as aforesaid) and to leave the train at any station at which such train shall stop within the limits of the journey for which such ticket is issued:
- (3) The Company shall publish and keep published in some conspicuous and convenient part of every station for the time being of the Company named in any part of the said schedule to this Act notice boards or placards setting forth the conditions on which workmen's through return tickets are issued under this Act the fares charged in respect thereof and the trains by which such tickets are available and shall also publish the like information in their book of time-tables (if any):
- (4) On complaint being made to the Board of Trade by the London County Council or any body or person with respect to the sufficiency convenience number or times of trains or the sufficiency of the accommodation provided thereby or the fares or tickets the Board of Trade may after inquiry make such order upon the Company as having regard to the circumstances may appear to the Board to be necessary to give effect to the purposes of this section:
- (5) The aggregate liability of the Company and of the City Company under any claim to compensation for injury or otherwise in respect of any passenger travelling or returning with a workman's through return ticket

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issued under or at a fare fixed under and for the purposes of this section shall be limited to a sum not exceeding one hundred pounds :

- (6) The receipts from all workmen's through return tickets issued under this section and the liability and expenses arising out of any such claim to compensation as aforesaid shall be divided between the Company and the City Company in such proportions as they may from time to time agree or as failing agreement may be determined by arbitration :
- (7) Nothing in this Act shall be deemed to confer on the Company or the City Company any right to claim exemption from any requirements of the Board of Trade under the Cheap Trains Act 1883 or any statutory modification 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 :
- (8) As regards traffic exchanging at Euston the provisions of this section shall be suspended whilst Railways Nos. 1 to 5 inclusive and Deviation Railways Nos. 1 and 2 or any of them are under construction.

PART V.

CAPITAL.

Power to
raise addi-
tional
capital.

41. The Company may by virtue of this Act and without any further or other authority issue as London Electric Railway Four per Centum Preference Stock the five hundred and seventy-six thousand three hundred and thirty pounds of capital which the Company are now authorised to issue under the powers of the Edgware Acts and such stock and the London Electric Railway Four per Centum Preference Stock created by the Act of 1910 the Act of 1911 and the Act of 1912 shall all rank together for all purposes *pari passu* and shall subject to the provisions of section 122 of the Companies Clauses Consolidation Act 1845 be entitled *pari passu* to receive out of the profits of the Company which remain in each half year ending on a thirtieth day of June or thirty-first day of December a fixed preferential dividend at the rate of four per centum per annum on the nominal value thereof.

42. Section 14 (the marginal note of which is "Four per centum preference stock how transferable") and section 16 (the marginal note of which is "General meetings and right of voting") of the Act of 1910 shall extend and apply to the five hundred and seventy-six thousand, three hundred and thirty pounds London Electric Railway Four per Centum Preference Stock referred to in the last preceding section of this Act.

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Application
of sections
14 and 16 of
Act of 1910.

43.—(1) The Company may for the purposes of their undertaking borrow on mortgage of the undertaking any sums not exceeding in the whole four hundred and sixty-three thousand pounds by mortgaging or by the creation and issue of debenture stock carrying interest at the rate of four per centum per annum and such borrowing powers shall not nor shall any borrowing powers heretofore conferred on the Company be subject to reduction owing to the Company having prior to the passing of this Act purchased lands in consideration of rent charges or having paid or paying under the provisions of this Act interest out of capital during construction. Such debenture stock shall be known as "London Electric Railway Four per Centum Debenture Stock" and shall with the interest thereon be entitled to the like charge as and rank *pari passu* in all respects with the London Electric Railway Four per Centum Debenture Stock constituted or created or which the Company are authorised to create and issue by or under the provisions of the Act of 1910 the Act of 1911 and the Act of 1912 or either of them and such debenture stock shall be subject to the provisions of section 17 (the marginal note of which is "As to debenture stock of Company") of the Act of 1910 and such provisions shall apply thereto as fully as if the same were repeated in this Act with respect thereto and notice of subsection (5) of the said section shall be endorsed on all mortgages and certificates of London Electric Railway Four per Centum Debenture Stock.

Power to
borrow.

(2) The directors of the Company may from time to time by virtue of this Act and without further or other sanction or authority exercise the powers conferred by this section but nothing in this section contained shall be deemed to limit the powers of the directors to exercise on behalf of the Company the powers conferred by any other section of this Act.

(3) All powers of borrowing contained in the Edgware Act of 1912 are hereby repealed.

A.D. 1913.

For appoint-
ment of a
receiver.

44. Section 52 (the marginal note of which is "For appointment of a receiver") of the Act of 1912 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provision. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. 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.

Existing
mortgages
to have
priority.

45. The principal moneys secured by all mortgages granted by the Company before the passing of this Act in pursuance of the powers of any former Act of Parliament and subsisting at the passing hereof shall during the continuance of any such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Receipt in
case of per-
son not sui
juris.

46. If any money is payable to a stockholder 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.

Application
of moneys.

47. All moneys raised under this Act whether by stock or debenture stock or borrowing shall be applied only to the purposes of this Act and of the Edgware Acts or any of them being in every case purposes to which capital is properly applicable.

As to dis-
posal of pre-
ference stock
not required
for purposes
of Act.

48. Notwithstanding anything contained in Part II of the Companies Clauses Act 1863 the Company may dispose at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company of any portion of the five hundred and seventy-six thousand three hundred and thirty pounds of London Electric Railway Four per Centum Preference Stock referred to in this Act which is not required for the purposes of this Act.

Calls.

49. One fifth of the amount of any portion of the five hundred and seventy-six thousand three hundred and thirty pounds of London Electric Railway Four per Centum Preference Stock referred to in this Act shall be the greatest amount of a call in respect of such portion of stock and two months at least shall

be the interval between successive calls and four fifths of the amount of any portion of such stock shall be the utmost aggregate amount of the calls made in any year upon such portion of stock. A.D. 1913.

50.—(1) The Company may with respect to the whole or any portion of the five hundred and seventy-six thousand three hundred and thirty pounds of London Electric Railway Four per Centum Preference Stock referred to in this Act which is fully paid up and with respect to any portion of fully paid up debenture stock authorised by this Act and in each case subject to such regulations as may from time to time be made by the Company issue under their common seal warrants and certificates (herein-after severally referred to as a “stock warrant to bearer” and a “debenture stock certificate to bearer”) stating that the bearer of the warrant or certificate is entitled to the preference stock or debenture stock as the case may be therein specified and may provide by coupons whether attached to the warrant or certificate or not for the payment of interest or dividends as the case may be on the preference stock or debenture stock included in the warrant or certificate. Power to issue stock warrants and debenture stock certificates to bearer.

(2) Sections 39 to 52 (inclusive) of the Act of 1910 shall extend and apply to stock warrants to bearer and debenture stock certificates to bearer issued under this Act as if the same had been re-enacted in this Act in reference thereto.

51.—(1) Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by the London Electric Railway Acts 1893 to 1912 and this Act or any of such Acts authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any stockholder on the amount from time to time paid up on the London Electric Railway Four per Centum Preference Stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):— Power to pay interest out of capital during construction.

(A) No such interest shall begin to accrue on any London Electric Railway Four per centum Preference Stock created or authorised to be issued by the Act of 1911

A.D. 1913.
—

the Act of 1912 or this Act as the case may be 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 London Electric Railway Four per Centum Preference Stock created or authorised to be issued by such Act in respect of which such interest may be paid has been actually issued and accepted and is held by stockholders who or whose executors administrators or assigns are legally liable for the same :

- (B) No such interest shall accrue in favour of any holder of London Electric Railway Four per Centum Preference Stock for any time during which any call on any of his said preference stock is in arrear :
- (C) The aggregate amount to be so paid for interest shall not exceed one hundred and fifty thousand pounds :
- (D) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for London Electric Railway Four per Centum Preference Stock :
- (E) The annual accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest shall be paid out of any stock or share or loan capital which the Company are by this or any other Act authorised to raise to any stockholder or shareholder on the amount of the calls made in respect of the stock or shares held by him but nothing in this Act shall prevent the Company from paying to any stockholder or 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.

(2) Section 59 (the marginal note of which is "Power to pay interest out of capital during construction") of the Act of 1912 shall be and the same is hereby repealed.

Interest on
debenture
stock.

52. The Company may charge to capital account the interest accruing during the periods of construction respectively limited

by the Act of 1912 and by this Act and by the Edgware Acts 1902 to 1912 for the construction of the railways and works by such Acts respectively authorised on all money raised by borrowing or by the issue of debenture stock for the purpose of providing for the construction or equipment of such respective railways and works.

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PART VI.

MISCELLANEOUS.

53. The continuing directors may act notwithstanding any vacancy in their body but so that if at any time the number of directors of the Company holding office shall be less than five (being the minimum number prescribed by the Brompton and Piccadilly Circus Railway Act 1897) the directors shall not except for the purpose of filling vacancies and allotting shares or stock to any proposed director or directors act so long as the number is below such minimum.

Continuing
directors.

54. Except in the case of a director retiring by rotation and offering himself or being proposed for re-election no person shall be capable of being elected a director of the Company in place of a director retiring by rotation unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the office of the Company fourteen days at least before the day of election.

Notice of
candidature
for office of
director.

55. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding any office or place of trust or profit under the Company or by reason of his being interested in any contract with the Company nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract Provided that in the case of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a director the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined or if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and that no director shall as a director vote in

As to quali-
fication of
directors.

A.D. 1913. — respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity.

As to
appointment
of managing
director.

56.—(1) The directors may appoint one or more of their body to be managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable by the directors and subject to such conditions as they may think fit and may from time to time revoke withdraw alter or vary all or some of such powers.

Amendment
of section 15
of Metro-
politan Dis-
trict Railway
Act 1911.

57. Subsection (1) of section 15 of the Metropolitan District Railway Act 1911 is hereby repealed and the said section 15 shall be read and have effect as if the following provisions were inserted therein in lieu of the said subsection (1):—

(1) Each of the Two Companies shall at all times hereafter use electrical energy as the motive power for the working of its railways and works and shall take from the generating station undertaking all electrical energy used by such Company on such railways and works except (A) emergency supplies in case of failure or (B) that used for lighting or other purposes which the Two Companies or either of them may under regulations of the Board of Trade be obliged to take from a separate source of supply Provided that nothing in this subsection shall prevent—

(a) Trains of other companies having running powers over the railways of the Two Companies or either of them being hauled thereon by steam or other motive power; or

(b) Steam or other motive power being used for ballast trains or breakdown trains.

A.D. 1913.

58.—(1) The Company may from time to time sell lease or otherwise dispose of any of the lands and buildings referred to in section 25 (the marginal note of which is “Power to deal with surplus lands”) of the Edgware Act of 1912 in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment or consideration in any other form or of any other kind whatsoever and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Power to
sell &c.
lands.

(2) Section 127 of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous land shall not apply to any lands acquired or to be acquired by the Company to which this section applies.

59. Whereas portions of the Company’s railways and works are situate beneath public streets the whole or part of the subsoil of which is vested in the London County Council It is hereby declared and enacted that notwithstanding anything in the London Electric Railways Acts 1893 to 1912 or any notice to treat served by the Company or the Charing Cross Euston and Hampstead Railway Company or the Baker Street and Waterloo Railway Company on the said council or its predecessors in title the Company shall be entitled to possess in perpetuity their said railways and works where so situate as aforesaid without paying to the said council any compensation for the acquisition or user of the subsoil in and through which the same were constructed or of any easement or right of constructing and using the same in and through such subsoil.

Use of sub-
soil of streets
&c. under
existing
Acts.

60. If the Company fail within the period limited by the Edgware Act of 1912 to complete the Edgware Railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until such railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty

Imposing
penalty un-
less Edgware
Railway
opened.

A.D. 1913. amounts to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided. But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

61. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Edgware 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 sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the Edgware Railway or any part thereof in respect of which the penalty has been incurred has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors

thereof and subject to such application shall be repaid or re- transferred to the Company. A.D. 1913.

62. In consideration of the liability of the Company to the penalties by this Act provided subsections (1) and (2) of section 61 of the Edgware Act of 1912 are hereby repealed and notwithstanding anything contained in the Parliamentary Deposits Act 1846 or in the Edgware Act of 1912 there shall after the passing of this Act and without further or other order or authority and without requiring the production of a certificate of the passing of this Act be paid and transferred to the Company or any person or persons appointed by them for the purpose the deposit fund of twenty thousand five hundred and seventy-three pounds twelve shillings and tenpence two and a half per centum consolidated stock now in Court in respect of the Edgware Railway and any interest or dividend payable thereon and such stock or sum of money being now the property of the Company shall not be deemed to be transferred to the Company by this Act Provided always that the Company or any person or persons appointed by them as aforesaid or the Underground Electric Railways Company of London Limited shall for all purposes be deemed to be the depositors within the meaning of section 61 of the Edgware Act of 1912 and the Parliamentary Deposits Act 1846.

Release of
Edgware
deposit.

63. The Company may acquire by agreement and hold for the purposes of their undertaking any interest less than the fee simple in any lands or any interest in any easement under any lands which they are authorised to acquire under the powers of this Act.

Power to
acquire
leasehold
interests and
use lands
held on lease.

64. Section 13 (the marginal note of which is "As to buildings upon lands of Company") of the Great Northern Piccadilly and Brompton Railway (Various Powers) Act 1903 and section 25 (the marginal note of which is "As to means of access to station buildings") of the Great Northern Piccadilly and Brompton Railway Act 1908 shall apply to any lands station buildings or sites for stations or station buildings which may be acquired under the provisions of this Act and to any buildings now or hereafter erected on or over any of such lands stations station buildings or sites and to any means of access to any buildings now or hereafter erected over or partly over such station buildings and the said section 25 shall so far as any

As to build-
ings upon
lands of
Company.

A.D. 1913. — such lands stations station buildings or sites and any buildings to be erected thereon and any means of access thereto may be situate in the urban district of Willesden be read and have effect as if the Willesden Urban District Council were substituted in that section for the London County Council and as if the Acts and byelaws in force in the urban district of Willesden were referred to therein instead of the London Building Acts and the byelaws and regulations in force thereunder.

Power to apply corporate funds to purposes of Act.

65. The Company may apply to the purposes of this Act or to the general purposes of their undertaking being in all cases purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stocks or debenture stock or borrowing by virtue of the Acts of 1910 1911 and 1912 or this Act and which may not be required for the purposes to which they are by the London Electric Railway Company's Acts 1893 to 1912 or this Act made specially applicable Section 58 (the marginal note of which is "Application of moneys") of the Edgware Act of 1912 is hereby repealed.

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

66. 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.

67. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act.

Costs of Act.

68. All costs charges and expenses of and incident to the preparing and applying for and the 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.SECTIONS AND PROVISIONS OF THE ACTS OF 1893 1899 1902
AND 1911 WHICH ARE INCORPORATED WITH THIS ACT.

Marginal Note of Section.	Number of Section.
ACT OF 1893.	
Motive power - - - - -	8
Persons authorised to convey lands may grant easements - -	33
Power to sell &c. lands - - - - -	34
Power to deviate laterally - - - - -	35
No ventilators &c. to be made in roadways or footways - -	39
Provision as to cellars under streets not referenced - -	40
Conditions to be observed in opening road for boring purposes -	41
As to carting materials and soil - - - - -	42
For the protection of sewers of the council - - - - -	44
Inspection of works by council - - - - -	46
Walls of buildings to be made good - - - - -	47
Exhibition of placards in the county of London - - - - -	50
For the protection of the sewers of district boards and vestries -	51
For the protection of the Gas Light and Coke Company - -	59
Company empowered to underpin or otherwise strengthen houses near railway.	73
Agreements with council and local authorities - - - - -	89
ACT OF 1899.	
Special provisions as to use of electrical power - - - - -	7
ACT OF 1902.	
As to powers of Board of Trade in respect of use of mechanical power.	9
Plans &c. to be approved by Board of Trade before works commenced	10
Compensation for damage by working - - - - -	11
As to unsightly hoardings - - - - -	19
Buildings not to be brought beyond general line &c. - - -	20
Objects of interest to be at disposal of London County Council -	21
Map and plan of underground works of Company to be made -	26
Amending sections 50 and 51 of Act of 1893 - - - - -	33
General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order.	67
ACT OF 1911.	
For protection of London County Council - - - - -	28 subsections (1) and (6).

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SECOND SCHEDULE.

PART 1.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY
ARE TO BE TAKEN.

Where Situate.	Nos. on Deposited Plans.
Parish and metropolitan borough of St. Pancras in the county of London.	Railway No. 1 1 to 44 44A and 45 to 105. Railway No. 2 47 101 to 149 and 158. Railway No. 3 47 173 to 190 and 158. Railway No. 4 47 113 to 155 and 158. Railway No. 5 47 159 to 163 167 to 204 and 158. Deviation Railway No. 1 141 to 149 and 158. Deviation Railway No. 2 158.
Parish and metropolitan borough of Hammersmith in the county of London.	Railway No. 6 1 85 95 106 and 122. Railway No. 7 85 95 and 106.

PART 2.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY
BE TAKEN.

Where Situate.	Nos. on Deposited Plans.
Parish and metropolitan borough of St. Pancras in the county of London. Parish and metropolitan borough of Hammersmith in the county of London.	Railway No. 4 108 to 110. Railway No. 5 164 to 166. Railway No. 6 96 97 and 98. Railway No. 7 96 97 and 98.

THIRD SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE
TAKEN.

Where Situate.	Nos. on Deposited Plans.
Parish and metropolitan borough of St. Pancras in the county of London. Parish and metropolitan borough of Hammersmith in the county of London.	Railway No. 4 108 to 110. Railway No. 5 164 to 166. Railway No. 6 23 24 25 26 51 73 74 76 79 105 112 112A 113 119 and 123. Railway No. 7 23 24 25 26 51 73 74 76 79 105 112 112A and 113.
Parish and urban district of Willesden in the county of Middlesex.	Additional lands 1 to 9.

FOURTH SCHEDULE.

A.D. 1913.

PART 1.

WORKMEN'S THROUGH RETURN FARES.

CITY AND SOUTH LONDON RAILWAY WITH EDGWARE AND HAMPSTEAD
RAILWAY AND CHARING CROSS EUSTON AND HAMPSTEAD
RAILWAY (INCLUDING HIGHGATE BRANCH).

	Edgware.	Burnt Oak	Colindale.	Hendon.	Woodstock.	Golders Green.	Hampstead.	Belsize Park.	Chalk Farm.	Highgate.	Tufnel Park.	Kentish Town.	South Kentish Town.	Camden Town.	Mornington Crescent.	Warren Street.	Goodge Street.	Tottenham Court Road.	Leicester Square.	Charing Cross.
King's Cross	d. 4	d. 4	d. 4	d. 3	d. 3	d. 3	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2	d. 2
Angel	5	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
City Road	5	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
Old Street	6	5	5	4	4	3	3	3	2	3	3	2	2	2	2	2	2	2	2	2
Moorgate	6	5	5	4	4	3	3	3	3	3	3	3	2	2	2	-	-	-	-	-
Bank	6	5	5	4	4	3	3	3	3	3	3	3	2	2	2	-	-	-	-	-
London Bridge	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	-	-	-	-	-
Borough	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	-	-	-	-	-
Elephant and Castle	6	6	6	5	5	4	4	4	3	4	4	3	3	3	3	-	-	-	-	-
Kennington	6	6	6	5	5	4	4	4	4	4	4	4	4	3	3	-	-	-	-	-
Oval	6	6	6	5	5	4	4	4	4	4	4	4	4	3	3	-	-	-	-	-
Stockwell	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	-	-	-	-	-
Clapham Road	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	-	-	-	-	-
Clapham Common	7	7	7	6	6	5	5	5	4	5	5	4	4	4	4	-	-	-	-	-

PART 2.

WORKMEN'S THROUGH RETURN FARES.

CITY AND SOUTH LONDON RAILWAY WITH BAKER STREET AND
WATERLOO RAILWAY.

	Queen's Park.	Kilburn Park.	Maida Vale.	Warwick Avenue.	Paddington.	Edgware Road.	Great Central.	Baker Street.	Regents Park.	Oxford Circus.	Piccadilly Circus.	Trafalgar Square.	Embankment.	Waterloo.	Westminster Bridge Road.
Angel	d. 4	d. 4	d. 4	d. 4	d. 3	d. 3	d. 3	3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3	d. 3
City Road	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Old Street	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3
Moorgate	4	4	4	4	3	3	3	3	3	3	3	3	3	2	2
Bank	4	4	4	4	3	3	3	3	3	3	3	3	2	2	2
London Bridge	4	4	4	4	3	3	3	3	3	2	2	2	2	2	2
Borough	4	4	3	3	3	3	3	3	3	2	2	2	2	2	2
Kennington	4	4	3	3	3	3	3	3	3	2	2	2	2	2	2
Oval	4	4	4	4	3	3	3	3	3	2	2	2	2	2	2
Stockwell	5	5	4	4	4	4	4	3	3	3	2	2	2	2	2
Clapham Road	5	5	4	4	4	4	4	4	4	3	3	3	2	2	2
Clapham Common	5	5	4	4	4	4	4	4	4	3	3	3	2	2	2

A.D. 1913.

PART 3.

WORKMEN'S THROUGH RETURN FARES.
CITY AND SOUTH LONDON RAILWAY WITH GREAT NORTHERN
PICCADILLY AND BROMPTON RAILWAY.

	Hammersmith.	Baron's Court.	Earl's Court.	Gloucester Road.	South Kensington.	Brompton Road.	Knightsbridge.	Hyde Park Corner.	Down Street.	Dover Street.	Piccadilly Circus.	Leicester Square.	Covent Garden.	Holborn.	Strand.	Russell Square.	York Road.	Caledonian Road.	Holloway Road.	Gillespie Road.	Finsbury Park.	
Euston	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.	d.
Angel	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
City Road	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Old Street	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Moorgate	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Bank	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
London Bridge	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Borough	4	4	3	3	3	3	3	3	2	2	1	2	2	3	3	3	3	3	3	3	3	3
Elephant and Castle	-	-	-	-	-	-	-	-	-	-	-	-	-	3	3	3	3	3	3	3	3	3
Kennington	4	4	3	3	3	3	3	3	2	2	1	2	2	3	3	3	3	4	4	4	4	4
Oval	4	4	3	3	3	3	3	3	2	2	1	2	2	3	3	3	3	4	4	4	4	4
Stockwell	4	4	4	4	4	4	4	4	3	3	1	3	3	4	4	4	4	4	4	4	4	4
Clapham Road	5	5	4	4	4	4	4	4	3	3	1	3	3	4	4	4	4	4	4	5	5	
Clapham Common	5	5	4	4	4	4	4	4	3	3	1	3	3	4	4	4	4	4	4	5	5	

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