

CHAPTER ccii.

An Act to incorporate a company for the construction of A.D. 1888. Railways between Southall and Edgware in the county of Middlesex to be called the Great Western and Great Northern Junction Railway; and for other purposes.

[13th August 1888.]

WHEREAS the construction of the railways herein-after described between Southall and Edgware in the county of Middlesex forming a junction through Harrow between the Great Western and Great Northern railways would be of public and local advantage:

And whereas the persons in this Act named are willing with others at their own expense to construct such railways and are desirous of being incorporated into a company for the purpose:

And whereas plans and sections of the said railways showing the lines and levels thereof with a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands through which the said railways will pass were duly deposited with the clerk of the peace for the county of Middlesex and are herein-after referred to as the deposited plans sections and book of reference:

And whereas it is expedient that the Company incorporated by this Act and the Great Northern Railway Company (in this Act referred to as "the Great Northern Company") should be empowered to enter into and carry into effect agreements as hereinafter provided:

And whereas the purposes aforesaid cannot be accomplished without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

[*Price* 3s. 6d.]

A

[Ch. ccii.] Great Western and Great Northern [51 & 52 Vict.] Junction Railway Act, 1888.

A.D. 1888. Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited for all purposes as the Great Western and Great Northern Junction Railway Act 1888.

Incorporation of general Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Part II. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction the expression "the Company" means the Company incorporated by this Act the expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Charles Seymour Grenfell Charles Arthur Barwell George Sydney Waterlow William Hayes Fisher and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Great Western and Great Northern Junction Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

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 Power to deposited plans and sections the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may 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 that purpose The railways herein-before referred to and authorised by this Act are—

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- (1) A railway (No. 1) three furlongs five chains and eighty links in length wholly in the parish of Hayes commencing at a point on the footpath known as Church Path which runs through a field numbered 149 upon the twenty-five-inch Ordnance map distant ninety yards or thereabouts from the centre of the main broad gauge lines of the Great Western Railway Company measured in a northern direction along that footpath and terminating by a junction with Railway No. 4 at the commencement thereof as herein-after described:
- (2) A railway (No. 2) one furlong seven chains and twenty links in length wholly in the parish of Hayes commencing by a junction with the main line of the Great Western Railway at a point distant six hundred and sixty yards or thereabouts measured in an easterly direction along that railway from the bridge carrying the road known as South Road leading from Southall Green to Southall over that railway and terminating by a junction with Railway No. 4 at the commencement thereof as herein-after described:
- (3) A railway (No. 3) two furlongs and eight chains in length wholly in the parish of Hayes commencing by a junction with the main line of the Great Western Railway at or near the occupation bridge communicating between the fields numbered respectively 185 and 259 upon the twenty-five-inch Ordnance map and terminating by a junction with the intended Railway No. 4 on the south side of the road from Southall to London numbered 175 on the said Ordnance map and at or near the north-east corner of the field numbered 178 on the same map:
- (4) A railway (No. 4) six miles four furlongs and sixty links in length commencing in the parish of Hayes at a point in the field numbered 178 upon the twenty-five-inch Ordnance map distant forty yards or thereabouts from the eastern fence of that field and two hundred and thirty yards or thereabouts from the north-eastern corner of the same field and terminating in the parish of Harrow-on-the-Hill on the boundary between the fields numbered respectively 441 and 471 upon the said

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- Ordnance map at a point distant twenty-five yards or thereabouts measured along that boundary from the eastern end thereof:
- (5) A railway (No. 5) (described on the deposited plans and sections as Railway No. 6) two miles five furlongs two chains and eighty links in length commencing in the parish of Harrow-on-the-Hill by a junction with Railway No. 4 at the termination thereof as herein-before described and terminating in the parish of Edgware by a junction with the Edgware Highgate and London branch of the Great Northern Railway at or near the bridge carrying that branch over Deans Brook.

Capital.

6. The capital of the Company shall be four hundred and fifty thousand pounds in forty-five thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

8. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to divide shares.

9. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half-shares of which one shall be called "preferred half-share" and the other shall be called "deferred half-share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

Dividend on balf-shares.

10. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following that is to say first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time

being paid up on the preferred half-share and the remainder if any in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

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11. Each preferred half-share shall be entitled out of the profits Dividend on of each year to the dividend which may have been attached to it by preferred the Company as aforesaid in priority to the deferred half-share paid out of bearing the same number But if in any year ending the thirty-first the profits of day of December there shall not be profits available for the payment only. of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

shares to be

12. Forthwith after the creation of any half-shares the same Half-shares shall be registered by the directors and each half-share shall bear tered and the same number as the number of the entire share certificate in certificates respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof But the directors shall not be bound to issue a certificate of any halfshare until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

13. The terms and conditions on which any preferred half-share Terms of or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

issue to be stated in certificates.

14. The provisions of the Companies Clauses Consolidation Forfeiture Act 1845 with respect to the forfeiture of shares for non-payment of preferred shares. of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

15. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred shares not to be cancelled or surrendered.

16. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares (whether

Half-shares to be half-

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preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Receipt clause in case of persons

17. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate not sui juris. shall be a sufficient discharge to the Company.

Power to borrow. .

18. The Company may in respect of the capital which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and fifty thousand pounds or they may if and when they have completed and opened for public traffic either so much of the railways as lies between the Great Western Railway and Harrowon-the-Hill or so much as lies between Harrow-on-the-Hill and the Great Northern Railway borrow on mortgage as aforesaid in respect of each two hundred and twenty-five thousand pounds of the said capital any sum not exceeding seventy-five thousand pounds Provided always that no part of any such sum of one hundred and fifty thousand pounds or seventy-five thousand pounds (as the case may be) shall be borrowed until the whole of the capital or of the portion of capital in respect whereof it is borrowed is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such capital or portion of capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital or portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital or portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

19. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order

to authorise the appointment of a receiver in respect of arrears of A.D. 1888. principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole.

20. The Company may create and issue debenture stock Debenture subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

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

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

ordinary meeting.

23. The number of directors shall be five but the Company may Number of from time to time reduce and increase the number provided that directors. the number be not less than three or more than five.

- 24. The qualification of a director shall be the possession in his Qualification of directors. own right of not less than thirty shares.
- 25. The quorum of a meeting of directors shall be three but if Quorum. the number of directors be less than five the quorum shall be two.
- 26. Charles Seymour Grenfell Charles Arthur Barwell George First Sydney Waterlow William Hayes Fisher and one other person directors. to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present Election of in person or by proxy may either continue in office the directors directors. appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election And at the first ordinary meeting to be held in every year after the

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A.D. 1888. first ordinary meeting the shareholders present in person or by proxy shall (subject to the powers herein-before contained for reducing or increasing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions in the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither. removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Not to take lands or interfere with railway of Great Western Railway Company except for the purpose

27. Notwithstanding anything herein or in the incorporated Acts contained it shall not be lawful for the Company nor any person acting under or in execution of this Act to enter upon occupy or use either permanently or temporarily any of the lands works or property of the Great Western Railway Company or in any manner to alter vary or interfere with the railway of that Company or the works of or connected therewith without the of junctions. consent of the Great Western Railway Company under their common seal save only for the purpose of effecting the junctions by this Act authorised and the Great Western Railway Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove such junctions or either of them and substitute a new junction or junctions therefor but so as such alteration or removal or substituted junction or junctions shall not stop the traffic of the railway by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or junctions or the substituted junction or junctions as the case may be or the signals works or conveniences connected therewith.

Lands for extraordinary purposes.

28. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding five acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Period for compulsory purchase of lands.

- Power to take easements, &c. by agreement.
- 29. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.
- 30. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to

the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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31. (1) The Company shall not under the powers of this Act Provisions purchase or acquire in any city borough or urban sanitary district as to disor any parish or part of a parish not being within an urban sanitary persons of district ten or more houses which after the passing of this Act have Inhouring been or on the fifteenth day of December last were occupied either class. wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until-

- (A) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and
- (B) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme:
- (2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme:
- (3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

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

- (4) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court of Justice:
- (5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty:

- (6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act:
- (7) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and

every conveyance demise or lease of such lands and buildings shall A.D. 1888. be endorsed with notice of this enactment:

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

- (8) So much of section one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section:
- (9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875:
- (10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector:
- (11) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.
- 32. And whereas in the construction of the railways and works Owners may hereby authorised or otherwise in exercise of the powers of this be required Act it may happen that portions only of the lands houses or other only of cerbuildings or manufactories shown on the deposited plans may be tain lands sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding Section 92 of

to sell parts and build-

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the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

For the protection of the highway board of Norwood (Middlesex) and the Uxbridge rural sanitary authority.

- 33. The following provisions shall apply to the works by this Act authorised within the districts of the highway board for the parish of Norwood in the county of Middlesex and the Uxbridge union rural sanitary authority (who and their respective successors are herein-after called the highway board and the rural sanitary authority respectively) for the protection of the highway board and the rural sanitary authority so far as such provisions relate to matters under the jurisdiction and control of the highway board and the rural sanitary authority respectively and for the protection and maintenance of roads footpaths and sewers within the said districts and shall have full force and effect notwith-standing anything shown on the deposited plans and sections:—
 - (1) The gradients of the roads next herein-after mentioned shall not be altered so as to be of any steeper inclinations than those herein-after mentioned in connexion therewith respectively (that is to say):—

RAILWAY No. 4.

No. on deposited Plan.	Description of Road.	Rate of Inclination.	
Parish of Hayes. Parish of Hayes.	Public highway - (Uxbridge Road) Public highway - (Dormers Well Lane)		1 in 40 on both sides. 1 in 30 on both sides.

⁽²⁾ The said road numbered 18 where crossed by Railway No. 4 shall not be raised more than eight feet and the said road numbered 25 shall not be raised more than seven feet;

- (3) The roadway on the bridge over the said road numbered 18 A.D. 1888. shall not be of less width than fifty feet between the parapets and the roadway on the bridge over the said road numbered 25 shall not be of less width than 40 feet between the parapets:
- (4) The roadways over the said two bridges and approaches thereto shall be properly kerbed channelled and drained and the footways shall be formed on either side of the said roads and bridges and shall be properly channelled paved drained and maintained by and at the expense of the Company to the satisfaction of the highway board and the fences of the approaches of each of such bridges shall be constructed of iron and similar in all respects to those of the approaches to the bridge over the Great Western Railway at Southall Station and shall be always maintained to the reasonable satisfaction of the highway board Provided that the Company shall not be required to pave either of the said footpaths until such time as the footpaths leading thereto shall be paved by the highway board:
- (5) The public footpath numbered 8 in the parish of Hayes on the deposited plans of Railway No. 1 shall not be altered or in any way diverted otherwise than (if and so far as may be necessary) by extending the existing bridge by which the footpath is carried over the Great Western Railway:
- (6) The public footpath crossing the field numbered on the deposited plans 12 in the said parish shall be carried under the railway by means of a suitable bridge of a reasonably ornamental character and design leaving a clear width of fifteen feet and a clear headway of at least fourteen feet and shall be constructed and maintained by the Company to the reasonable satisfaction of the surveyor for the time being of the highway board and such bridge shall be constructed and maintained so as to prevent the dripping of water on any part of the footway:
- (7) The footpaths crossing the field numbered 19 in the said parish shall be carried over the railway by a suitable footbridge to be situate at such a point as may be agreed upon between the highway board and the Company or as failing agreement may be settled by arbitration in the manner provided by this section and the said footpaths shall be diverted so as to converge upon and pass over such bridge and such bridge shall be constructed and maintained by the Company to the

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reasonable satisfaction of the surveyor for the time being of the highway board:

- (8) The footpaths crossing the fields numbered respectively 26 in the parish of Hayes and 1 and 2 in the parish of Greenford shall be carried over the railway by a suitable footbridge to be constructed and maintained by the Company to the reasonable satisfaction of the surveyor for the time being of the highway board:
- (9) All bridges to be constructed by the Company for carrying footpaths over the railway shall not be less than six feet in width and where steps are required they shall not be less than eleven inches in tread and not more than seven inches rise The Company shall make such provision as shall be reasonably required by the highway board for the drainage of any subway or under-bridge provided for by this section:
- (10) Where any footpath will be crossed or diverted by the railway the whole of such footpath so far as it will be within the boundaries of the Company's property on either side of their railway shall be properly fenced maintained and kept in repair by and at the expense of the Company to the reasonable satisfaction of the highway board:
- (11) Wherever the railway will be made across any stream or ditch adequate provision shall be made and maintained by proper culverts or other works for carrying off the water or drainage to the reasonable satisfaction of the highway board:
- (12) The Company shall substitute for so much of the existing sewers in the said road numbered 18 as will be situate under the railway iron pipes of the same dimensions respectively and shall from time to time and at all times thereafter maintain the same together with all proper provisions by culverts syphons or otherwise for preventing any interference with the works constructed or to be substituted therefor and lands used or to be used by the rural sanitary authority for sewerage purposes and for carrying the sewage of the district and surface water over or under the railway where it will pass through or near to the sewers or drains or watercourses in the said district and in no case shall the Company acquire enter upon take use or interfere with any portion of the said road and sewers respectively without the consent of the rural sanitary authority Where the works lands and sewers of the rural sanitary authority shall be crossed altered diverted or interfered with by the Company plans and sections of the proposed crossings alterations and diversions shall be furnished to the

- rural sanitary authority and such works shall be executed and thereafter maintained with their approval and to their reasonable satisfaction. And the Company shall construct and maintain all requisite new sewers manholes and works that may be reasonably required by the rural sanitary authority within the boundaries of the Company's property. The rural sanitary authority shall be at liberty at any time hereafter to construct a sewer of such dimensions and in such manner as they shall think fit through over under or along the said railway at or near the bridge by which the road numbered on the deposited plans 25 in the parish of Hayes shall be carried over the railway and the Company shall not be entitled to any compensation or damages in respect thereof:
- (13) Nothing in this Act shall prejudice or affect the rights of the rural sanitary authority under the Public Health Act 1875 or any amendment thereof or any substituted enactment with respect to the laying and maintaining the sewers within their district:
- (14) The Company shall not execute or commence the execution of any such bridge or works as aforesaid or any works authorised by this section until they shall have given to the surveyor for the time being of the highway board twenty-one days' notice in writing of their intention to commence the same by leaving the same at the office of the highway board with plans elevations sections and other necessary particulars of the construction of the said bridges and works and until the said surveyor shall have signified his reasonable approval of the same in writing unless the said surveyor fails to signify such approval or his disapproval or other directions within twentyone days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid in which case he shall be deemed to have approved the same and the Company shall comply with and conform to all reasonable directions and regulations of the highway board in the execution and subsequent maintenance of every such bridge and the works connected therewith and all other works authorised by this section and shall save harmless the highway board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the said surveyor at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the highway board 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 or designs superintendence or otherwise shall be paid to the highway board by

the Company:

(15) The Company shall not without the consent of the highway Board open or break up at any one time more than one half in width of any road within the district of the highway board and the Company shall with all convenient speed and in all cases within three months at the most (unless the highway board otherwise consents in writing) complete the work on account of which they opened or broke up such portion of the road and fill in the ground and make good the surface and to the satisfaction of the highway board restore the portion of the road to as good condition as that in which it was before it was opened or broken up and clear away all surplus paving or metalling materials or rubbish occasioned thereby:

The Company shall in the meantime cause the place where the road is opened or broken up to be fenced and watched and

properly lighted at night:

- If the Company fail to comply with the provisions of this subsection they shall for every such failure (without prejudice to the enforcement of specific performance of the requirements of this sub-section or to any other remedy against them) be liable to a penalty not exceeding five pounds and a further penalty not exceeding forty shillings for every day during which any such failure continues after the first day on which such penalty is incurred:
- (16) Any difference which may from time to time arise between the highway board and the Company with respect to any matter arising under this section shall unless otherwise settled by agreement be referred to the arbitration of an engineer to be appointed on the application of either party with seven days' notice to the other by the Board of Trade and the decision of such arbitrator shall be final and conclusive and the expense of such arbitration shall be borne and paid as the arbitrator may direct.

For the protection of the Earl of Jersey.

34. The provisions of the section of this Act for the protection of the highway board of Norwood (Middlesex) and the Uxbridge rural sanitary authority shall so far as applicable enure for the benefit and protection of the Right Honourable Victor Albert George Child Villiers Earl of Jersey or other the owner or owners for the time being of the Osterley settled estates (in this section referred to as "the owner") as well as for the benefit and protection of the said highway board and rural sanitary authority and in

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addition thereto the following provisions for the protection of the A.D. 1888. owner shall be observed and have effect (that is to say):—

- (1) The Company shall in constructing the Railway No. 3 by this Act authorised provide an accommodation bridge under the railway at such point in the field numbered on the deposited plans 16 in the parish of Hayes as may be agreed between the Company and the owner such bridge to have a clear headway of not less than 14 feet and a span of not less than fifteen feet:
- (2) The Company shall make such provision as may be reasonably required by the owner or his agent for the time being for carrying the watercourse which crosses the fields numbered on the deposited plans 12 and 16 in the parish of Hayes under the railway:
- (3) The Company shall not in the construction of Railway No. 3 by this Act authorised in any way interfere with the accommodation bridge under the Great Western Railway at or near the commencement of the said Railway No. 3:
- (4) The Company shall construct a bridge over the railway at such point in the field numbered on the deposited plans 26 in the parish of Hayes as shall be agreed upon between the Company and the owner the roadway of such bridge to have a width of not less than twenty feet between the parapets:
- (5) The Company shall provide a suitable passenger station at or near the point where the railway crosses the main Uxbridge Road numbered on the deposited plans 18 in the parish of Hayes and if at any time hereafter it can be shown to the reasonable satisfaction of the Company that a second passenger station at or near the point where the railway crosses the road numbered on the deposited plans 25 in the same parish would be remunerative to the Company and advantageous to the public the Company shall provide a second station accordingly Provided always that if the Company at the request or with the approval of the owner shall provide a road alongside the railway giving access from the said road numbered 25 to the station first herein-before mentioned they shall be relieved from all liability under this sub-section to provide a second station as aforesaid:
- (6) The provisions for arbitration contained in the said section for the protection of the highway board and rural sanitary authority of Norwood shall extend and apply to any difference arising between the Company and the owner under the provisions of that section and this section as if they had been

[Ch. ccii.] Great Western and Great Northern [51 & 52 Vict.] Junction Railway Act, 1888.

A.D. 1888.

- hereby re-enacted with the name of the owner substituted for that of the said highway board and rural sanitary authority:
- (7) The Company and the owner may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same so far as they exclusively affect the properties of the Company and the owner:
- (8) In the event of the Company constructing the Railway No. 3 by this Act authorised they shall if required by the owner purchase the whole of the land lying between and bounded by that railway and Railways Nos. 1 and 2 or either of them and the Great Western Railway at such price as may be agreed upon between the Company and the owner or in case of difference as shall be determined by arbitration in the manner provided by the Lands Clauses Consolidation Act 1845 and the Acts amending the same Provided always that as regards any part of the said land not required for the construction of the said railways the purchase thereof shall be deemed to be a purchase by agreement and not by compulsion.

For the protection of the Great Northern Railway Company.

- 35. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the railways by this Act authorised and the junction thereof with the Great Northern Railway and with respect to the making and maintaining of those railways shall unless with the previous consent of the Great Northern Company in writing under their common seal be exercised only subject to and in accordance with the following provisions:—
 - (1) The Company shall not without in every case the previous consent of the Great Northern Company in writing under their common seal take use enter upon or interfere with the Great Northern Railway or any land railway siding or other work connected therewith except only so far as shall be necessary for the purpose of making and maintaining the said railway as the same is according to this Act to be constructed:
 - (2) With respect to any land of the Great Northern Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Northern Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

- (3) The junction of Railway No. 5 with the Great Northern Railway near Edgware shall be effected at such point and in such manner and according to such mode of construction as shall be reasonably approved of by Richard Johnson or other the engineer for the time being of the Great Northern Company before the commencement of the work:
- (4) The said Railway No. 5 by this Act authorised where the same will be made upon or across or will otherwise interfere with the Great Northern Railway or with any railway siding or other work belonging to or worked by the Great Northern Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be submitted to and previously approved by the said Richard Johnson or other the engineer for the time being of the Great Northern Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided:
- (5) The Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the Great Northern Railway sidings or other works or obstruct or interfere with the free uninterrupted and safe use of the said Great Northern Railway or any traffic thereon:
- (6) The Company shall bear and on demand pay to the Great Northern Company the execution of any work affecting the Great Northern Railway siding or other work of the Great Northern Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise:
- (7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Great Northern Company shall be injured or damaged such

- injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Northern Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption or delay shall be occasioned to the traffic of or upon any such railway siding or other work of the Great Northern Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Northern Company all costs and expenses to which that Company may be thereby put as well as full compensation for all loss and inconvenience sustained by them by reason of any such interruption or delay such costs expenses and compensation to be recoverable with full costs by the Great Northern Company from the Company in any court of competent jurisdiction:
- (8) If any difference shall arise between the Company and the Great Northern Company or their respective engineers as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration:
- (9) In order to facilitate the transmission of traffic between all places upon or beyond the Great Northern Railway and places on the railways by this Act authorised the Company and any other railway company lawfully using or working their railways shall at all times hereafter afford to the Great Northern Company all proper reasonable and necessary facilities for the convenient working forwarding and conveyance of such traffic including among other things through booking through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and shall perform and provide at the several stations upon the railways hereby authorised all proper and sufficient facilities and services in the reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously as if it were their own proper traffic and the rates and charges for such traffic and the payment of tolls rates and charges and the arrangements to be made in respect of such traffic shall be agreed on between the two companies or failing agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

36. The following provisions for the protection of the Metropolitan Railway Company (in this Act called "the Metropolitan Company") shall apply and have effect unless otherwise agreed between the Company and the Metropolitan Company (that is to say):—

A.D. 1888.

For the protection of the Metropolitan Railway

Company.

- (1) The Company shall carry Railway No. 4 under and across the railway of the Metropolitan Company at Harrow at such a point within the limits of deviation as shown on the deposited plans at such an angle and generally in such a manner as shall be approved by the engineer for the time being of the Metropolitan Company:
- (2) If by reason of the construction of the railways hereby authorised it shall become necessary to add to or alter any signal or signals upon the railways of the Metropolitan Company the same shall be so added to or altered by them and the expense thereof shall be repaid to them on demand by the Company:
- (3) The Company shall construct the portion of the said Railway No. 4 where it crosses under the railway of the Metropolitan Company and all arches girders or other works both temporary and permanent necessary and incident to the construction thereof or otherwise affecting the railways property or works of the Metropolitan Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the engineer of the Metropolitan Company and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the Metropolitan Company until such plans sections and specifications have been so submitted and approved Provided always that if the said engineer shall for the period of two calendar months neglect or refuse to approve such plans sections or specifications then the said portion of railway and works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Metropolitan Company with seven days notice in writing to the other by the President for the time being of the institution of Civil Engineers:

- (4) The said portion of railway and all girders arches and other works necessary or incident to the construction thereof or affecting the railways property or works of the Metropolitan Company shall be executed by and at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said engineer:
- (5) The Company shall not without the consent in writing of the Metropolitan Company enter upon take use or acquire any lands or property of the Metropolitan Company but the Company may purchase and take and the Metropolitan Company shall sell and grant accordingly an easement or right of using so much of the lands of that Company as may be absolutely necessary for the construction of the said portion of railway in accordance with the provisions of this section:
- (6) The Company shall bear and on demand pay to the Metropolitan Company the expense of the employment by them during the execution of the works affecting the Metropolitan Railway of a sufficient number of inspectors and watchmen to be appointed by the Metropolitan Company for watching their railway and its works with reference to and during the execution of such intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise:
- (7.) The Company shall at all times maintain the said portion of railway and the arches girders and other works by which the same shall be carried under the Metropolitan Railway in substantial repair and good order and condition to the reasonable satisfaction of the said engineer and if and whenever the Company fail so to do the Metropolitan 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 they may reasonably think requisite in that behalf and the sum from time to time certified by the said engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default may be recovered with full costs by the Metropolitan Company from the Company in any court of competent jurisdiction:
- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan 22

Company all costs losses damages and expenses which may be A.D. 1888. occasioned to that Company or to their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Metropolitan Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:

- (9) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Metropolitan Company otherwise than is herein expressly provided:
- (10) All questions and differences which may at any time arise between the Company and the Metropolitan Company as to the construction or effect performance observance non-performance or non-observance of any of the foregoing provisions or any matters connected therewith or consequent thereon shall be determined by the engineers for the time being of the Company and the Metropolitan Company or if for twentyeight days after the question or difference arises the engineers of the parties in difference do not agree upon an arbitrator then by an engineer to be appointed by the President for the time being of the institution of Civil Engineers upon the application in writing of both or either of the said engineers and the decision of every such arbitrator shall be binding and conclusive upon the parties in difference and the costs of the arbitration shall be in his absolute discretion.
- 37. The Company shall permit the Metropolitan Company to Power to make at their own cost such convenient junction or junctions as Company to they may reasonably require between their existing railway and make juncthe railways by this Act authorised at or near the point of tions. intersection of the said railways:

Provided always that the provisions of the Railways Clauses Act 1863 as to junctions shall apply to any such junction and for the purposes of those provisions the Metropolitan Company shall be deemed to be the Company authorised to make the junction and the railway of the Company shall be deemed to be the other railway with which such junction is authorised to be made.

38. The following provisions for the protection of the London and North Western Railway Company (in this section called "the

For the protection of the London and

A.D. 1888.

North
Western
Railway
Company.

North Western Company") shall apply and have effect (that is to say):—

- (1) The Company shall construct Railway No. 4 where it is intended to cross the railway of the North Western Company with two lines of rails only and in such line within the limits of deviation as shall be reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (in this section called "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway and works of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:
- (2) Railway No. 4 shall be constructed under the four main lines of railway of the North Western Company and for a distance of ten and a half yards on the east side thereof and for a distance of six yards on the west side thereof at the point of crossing so as to pass under the same by means of a wrought-iron girder bridge with wrought-iron flooring and the upper surface of such flooring and girders shall be of an uniform level of two feet at least below the level of the existing rails of the North Western Company at the point of crossing:
- (3) The said girder bridge shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the North Western Company of such lines of rails sidings and other works as they may deem expedient:
- (4) The Company shall construct the said portion of Railway No. 4 and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the said principal engineer and the Company shall not commence the

construction of the said portion of railway or enter upon or A.D. 1888. interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company with seven days notice in writing to the other by the President for the time being of the Institution of Civil Engineers:

- (5) The said portion of Railway No. 4 and all works both temporary and permanent necessary and incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer:
- (6) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said portion of Railway No. 4 in accordance with the provisions of this section:
- (7) During the construction of Railway No. 4 under across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons

- in the employment of the Company or their contractors with reference thereto or otherwise:
- (8) The Company shall at all times maintain the said portion of Railway No. 4 and all the works connected therewith and incident thereto by which the said railway shall be carried under across and adjoining the railways works and lands of te North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction:
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:
- (10) The Company and the North Western Company may agree to any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed:
- (11) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North Western Company otherwise than is herein expressly provided.

For the protection of the Harrow and Stanmore Railway Company.

39. Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not without the consent of the Harrow and Stanmore Railway Company exercise their compulsory powers within one hundred feet of the centre line of the Harrow and Stanmore Deviation Railway as shown on the plans 26

thereof deposited with the clerk of the peace for the county of A.D. 1888. Middlesex in November one thousand eight hundred and eightyseven.

40. Notwithstanding anything in this Act contained the follow- For the proing provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal Junction (herein-after called "the canal company") apply for the protection of Canal. the canal company (that is to say):—

tection of

- (1) In constructing or maintaining the railway in this Act called Railway No. 4 over the Grand Junction Canal (herein-after called "the canal") or in executing and maintaining any of the works by this Act authorised the Company shall not alter the line or level of the canal or of the towing path thereof or (except temporarily during the construction or repairs of the bridge and works as herein-after mentioned) contract the present width of the waterway or towing path of the canal or obstruct or impede the navigation thereof or the passage along the said towing path or intercept cut off take use or diminish or allow to escape any of the waters of the canal or which may be taken for the use of or which supply the canal or damage or interfere with any of the works of the canal:
- (2) The Company shall not purchase or take any land or property belonging to the canal company but shall only acquire such an easement therein as may be necessary for the purpose of the construction maintenance and use of the said railway subject to the restrictions herein contained:
- (3) The said railway shall be carried across the canal and towing path thereof by means of a bridge of brick stone or iron or any of those materials combined and no part of the soffit or underside of the arch or girders of such bridge shall be less than twelve feet clear above the weir level of the canal at the point of crossing and the said bridge shall be constructed so as to be carried over the canal and the towing path thereof by a single span of not less than sixty feet measured at right angles to the face of the abutments of the bridge and such abutments shall be placed in such positions as shall be determined by the engineer of the canal company The width of the said bridge between the parapets shall not be greater than is necessary for two lines of rails:
- (4) The Company shall at all times during the construction of the said bridge and works connected therewith and any future repairs thereof keep an uninterrupted navigable width of

- waterway in the canal of not less than twenty feet with a clear width of towing path of eight feet and a clear headway above the level of such water and towing path of twelve feet:
- (5) The bridge and all the works connected therewith shall be constructed and for ever thereafter maintained in good and substantial repair by and at the expense of the Company and the said bridge and works and all future repairs thereof shall be constructed and performed according to plans and specifications to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer whose reasonable expenses in connexion with such approval and superintendence shall be paid by the Company In the event of the Company at any time neglecting after due notice from the canal company to maintain or repair the said bridge and works the canal company may repair the same and recover the expenses of so doing from the Company with costs in any court of competent jurisdiction:
- (6) If in the construction maintenance and repair of the said bridge or works or by reason or in consequence of the failure or want of repair thereof any damage to the canal or towing path or works thereof or any obstruction of the navigation of the canal or the passage along the said towing path or any loss of water from the canal shall be at any time occasioned contrary to the provisions of this section and the canal company shall give the Company notice thereof the Company shall forthwith restore the canal and towing path and works thereof to the same state and condition as before the happening of such damage and remove such obstruction and prevent such loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and on their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company in manner aforesaid:
- (7) The said bridge and all the works connected therewith shall (unless the Company are prevented from completing the same by strikes or other inevitable cause or accident) be completed within the period of nine months from the commencement thereof and if the same shall not be so completed the Company shall pay to the canal company as and by way of liquidated

damages the sum of ten pounds for every day after the expiration of that period until the same shall be completed:

A.D. 1888.

- (8) If at any time in the construction maintenance or repair of the said bridge or works and by reason thereof or by reason or in consequence of the failure or want of repair thereof the water of the canal shall leak or escape or run to waste from the canal or the navigation of the canal or the passage along the towing path thereof shall be obstructed or interrupted the Company shall after notice thereof given to the Company by the canal company pay to the canal company as and by way of liquidated damages the sum of twenty shillings for every reasonably estimated one thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and in like manner the sum of ten pounds for every hour during which such obstruction or interruption shall continue after such notice or if such obstruction or interruption shall continue for more than seventy-two consecutive hours after such notice or shall be caused by any wilful act neglect or omission of the Company or their agents contractors servants or workmen then the sum of twenty pounds for every hour during which such obstruction or interruption shall so continue but nothing herein contained shall prevent the canal company from recovering from the Company beyond the amount of such liquidated damages any special damages that may be sustained by them and the canal company may sue for and recover such liquidated and special damages with costs in any court of competent jurisdiction:
- (9) Except as otherwise expressly provided nothing herein contained shall extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in the canal company by Act of Parliament or otherwise:
- (10) If any difference shall arise between the Company and the canal company under this section or with reference thereto the same shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration and for the purposes of any such arbitration the canal company shall be deemed to be a railway company.
- 41. With regard to any works of the Company which may affect For the prothe mains or waterpipes of the Colne Valley Water Company (herein-after called "the water company") the Company shall (in Water addition to the provisions of the Railways Clauses Consolidation Company.

tection of the Colne Valley

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- A.D. 1888. Act 1845) observe and comply with the following conditions unless otherwise agreed between the Company and the water company (that is to say):—
 - (1) The Company shall not raise sink or otherwise alter the position of any mains or pipes of the water company unless a plan and specification of the proposed works of the Company affecting such mains and pipes shall not less than fourteen days previously to the intended execution of such works by the Company have been submitted to the engineer for the time being of the water company and until such engineer shall have signified his approval of the same in writing or (in the case of any difference between the Company and the water company) until the same shall have been approved by an arbitrator to be appointed as herein-after provided Provided that if for the space of twenty-one days after such plan and specification have been submitted as aforesaid the said engineer shall fail to signify his approval or disapproval thereof or to submit any such difference to arbitration he shall be deemed to have approved of the same:
 - (2) The Company shall not cause any road to be lowered for the purposes of the railway without leaving a covering of not less than three feet from the surface of the road over such mains or pipes or any mains or pipes to be made or laid down by the Company in lieu thereof:
 - (3) Where any mains or pipes of the water company (including any mains or pipes to be made or laid down by the Company in lieu of any existing mains or pipes of the water company) shall be carried over the Company's works by a bridge or viaduct to be made by the Company such mains or pipes shall be bedded in concrete or otherwise shall be laid to the reasonable satisfaction of the engineer for the time being of the water company:
 - (4) If any difference shall arise between the Company or their engineer and the water company or their engineer under this clause the matter shall be referred to and shall be decided by an engineer to be appointed on the application of the Company or the water company by the Board of Trade The costs of such application and of any reference to arbitration under this provision shall be payable as the arbitrator may direct.

For the pro- 42. The Company shall execute the works by this Act authotection of the rised so far as the same affect any main road in the county of
main roads 30

Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 and so far as any such works affect any bridge to in the county be erected in the said county for carrying a highway over the of Middlerailway or the approaches thereto or any bridge to be erected for carrying the railway over a highway subject to the following conditions viz.:-

- (1) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the surveyor of Middlesex county bridges plans drawings and specifications of the works intended to be executed nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand Provided always that if the said surveyor shall fail to approve of such plans drawings and specifications for fourteen days after the same shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company:
- (2) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor of Middlesex county bridges whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same works and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor.
- 43. With respect to the highways footpaths sewers drains and For the prosanitary arrangements under the jurisdiction of the local board tection of the for the district of Harrow-on-the-Hill in the county of Middlesex Local Board. (in this section referred to as "the local board") the following provisions with regard to the construction of Railway No. 4 by this Act authorised shall have effect and the works required to be executed hereunder shall be done at the expense in all things of the Company (that is to say):—
 - (1) Notwithstanding anything shown on the deposited sections the gradients of the roads in the parish of Harrow-on-the-Hill next herein-after mentioned shall not be altered so as to be of

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any steeper inclinations than those herein-after mentioned in connexion therewith respectively (that is to say):—

No. on Deposited Plan.	Description of Road.		Rate of Inclination.
3	Public highway (Northolt Road)		 1 in 60 on side leading to Northolt 1 in 40 on side leading to Harrow Town
61	Public highway (Lowlands Road)	}	1 in 40 on both sides
79	Public highway (College Road)	آ	1 in 50 on the east side 1 in 40 on the west side

(2) The roadways on the bridges over the said roads numbered 61 and 79 and also on the roads numbered on the deposited plans 34 and 123 in the same parish shall be of not less than forty feet between the parapets:

(3) The Company shall make the arches of the bridges for carrying the said railway over the roads in the said parish next herein-after mentioned of headways and spans not less than the headways and spans herein-after mentioned in connexion therewith respectively (that is to say):—

No. on Deposited Plan.	Description of Road.	Headway.	Span.
3	Public highway (Northolt Road) Public road (Green Lane)	16 feet 12 feet	40 feet 20 feet

(4) The Company shall divert the public footpath which now crosses the field numbered on the deposited plans 15 in the said parish so that the same may pass under the arch carrying the bridge by which the railway is to be carried over the said road numbered 12 in the said parish:

(5) The public footpath crossing the fields numbered on the deposited plans 22 and 23 in the said parish the public footpath crossing the field numbered on the said plan 24 in the said parish and the public footpath passing along the road numbered 126 on the deposited plans shall be carried over the railway by

means of bridges to be constructed and maintained to the A.D. 1888. reasonable satisfaction of the surveyor for the time being of the local board:

- (6) All roads and footways altered by the Company shall be levelled metalled kerbed channelled and made good in all respects to the reasonable satisfaction of the surveyor of the local board and for ever thereafter maintained by the Company at their own expense:
- (7) If and whenever the local board lay a sewer along Northolt Road they may if the alteration of the level of that road by the railway render it in their opinion necessary enter upon and use and at all reasonable times hereafter and in reasonable manner have access to any lands for the time being belonging to the Company adjoining the said road for the purpose of laying and maintaining such sewer therein or thereon behind the abutments of the bridge for carrying the railway over that road without any payment or compensation to the Company except for injury or damage caused to the railway or works of the Company by the neglect or default of the local board Provided always that the local board shall not under the provisions of this sub-section acquire any estate or interest in any such lands of the Company other than the right or easement of laying such sewer in manner aforesaid:
- (8) The sewers of the local board in the said road numbered 12 and in the fields numbered 20 and 21 on the said deposited plans shall prior to the construction by the Company of any works over or affecting the same be strengthened and increased in size to the reasonable satisfaction of the surveyor for the time being to the local board:
- (9) The Company shall not be at liberty to interfere with the sewers in or under any of the roads or footpaths numbered on the deposited plans 34 43 45 61 79 and 123 respectively in the said parish save so far as may be necessary for carrying out the following (that is to say):—
 - (A) The Company shall divert the sewer intersected by the railway at the road numbered 34 on the deposited plans and carry a sewer of a diameter not less than fifteen inches therefrom along the south-east side of the railway (intercepting the sewer at the road and footpath numbered 43 and 45 on the deposited plans and the sewer at the road numbered 61 on the deposited plans) as far as the road numbered on the deposited plans 79 and thence along

- the said last-mentioned road east to join the local board's main sewer in Station Road:
- (B) The Company shall properly connect the said sewer on the south-east side of the road and footpath numbered 43 and 45 and the sewer on the south-east side of the road numbered 61 with the sewer to be carried along the side of the railway and shall provide suitable manholes. They shall also build suitable manholes at the heads of each of the intercepted sewers on the north-west side of the railway. The Company shall well and efficiently ventilate the said diverted sewer:
- (c) The Company shall for ever hereafter maintain the said diverted sewer without cost to the local board and the Company shall be solely responsible for any nuisance or damage caused by the overflow or stopping up thereof or otherwise and shall compensate all persons affected thereby:
- (D) The local board shall at all reasonable times and in a reasonable manner have access to any part of the Company's premises for the purpose of making any such connection with the said diverted sewer as may be in the opinion of the local board necessary and for inspecting the condition thereof and the Company shall not be entitled to any payment or compensation from the local board except for any injury or damage caused to the railway or the works of the Company by the neglect or default of the local board. The Company shall provide all such manholes as shall be necessary for the purposes of this section:
- (10) Prior to the commencement of any work authorised or required to be done by this section the Company shall submit plans and specifications of such works to the surveyor for the time being of the local board and no works shall be begun until such surveyor shall have notified to the Company his approval of such plans and specifications and all such works shall be carried out under the superintendence and to the reasonable satisfaction of such surveyor Provided that in case such surveyor shall not have notified to the Company his approval of such plans and specifications as aforesaid within one month from the receipt thereof he shall be deemed to have approved the same:

(11) The Company shall not under the provisions of this Act enter upon take or use any part of the field numbered on the

deposited plans 157 in the said parish unless and until they shall have acquired and conveyed to the local board an equal area of land suitable for irrigation purposes and conveniently adjoining that part of the field not proposed to be taken by the railway and shall have laid the same out in proper course of irrigation fields at their own expense to the reasonable satisfaction of the local board who shall thereupon grant and convey to the Company the part of the said field required by them for the construction of the said railway and the Company shall also pay to the local board compensation for disturbance In default of the fulfilment by the Company of the foregoing provisions of this sub-section the Company shall purchase the whole of the said field from the local board The amount of such purchase-money and compensation shall be determined in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 for purchase of land otherwise than by agreement:

- (12) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any piers parapets or screens of bridges authorised by this Act within the district of the local board any placards or advertisements except such as relate to the business of the Company and if any such placards or advertisements other than those aforesaid are affixed or exhibited the local board or their authorised officers may and are hereby empowered to remove the same:
- (13) The Company shall to the reasonable satisfaction of the surveyor of the local board restore all drains hydrants pipes and gullies in the private roads as well as in the highways and public places which shall be broken up destroyed or damaged in the execution of the works or provide instead thereof proper drains hydrants pipes and gullies but in no case shall any drains be diverted or the levels or gradients of the same altered without the consent in writing of the surveyor of the local board:
- (14) The Company shall not in any way during the progress of the works shut up or in any way impede the public traffic over more than one-half of the width of any roads and when the surface of any street or road (not being a street or road made by the Company) has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the surveyor of the local board restore the surface so interfered with or

- disturbed and shall keep the same in efficient repair for the space of twelve calendar months to the reasonable satisfaction of the surveyor of the local board:
- (15) The Company shall be liable to pay and shall pay to the local board any damages penalties costs charges or expenses which the local board may become legally liable to pay or shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction or in the maintenance alteration or repairs of such works or in or by the enjoyment or user thereof) and all moneys so paid by the local board on account of any such damages penalties costs charges or expenses shall be repaid to the local board by the Company on demand and in default thereof may be recovered by the local board from the Company in like manner as a debt is ordinarily recoverable at law:
- (16) In case of any difference arising between the Company and the local board or their respective engineers or surveyors concerning the true intent and meaning of the provisions of this section or the construction or carrying into effect of any of the works matters or things agreed to be done or performed by the Company under this section the same shall be referred to the arbitration of an engineer or other fit person to be nominated on the application of either party with seven days' notice in writing to the other by the Board of Trade and the expense of such arbitration shall be borne and paid as the arbitrator may direct.

For the protection of Harrow School Cricket Field.

44. Notwithstanding anything shown upon the deposited plans the Company shall not construct the centre line of Railway No. 4 by this Act authorised nearer to the field numbered 752 on the twenty-five-inch Ordnance map of the parish of Harrow-on-the-Hill than the south-east corner of the field numbered 748 on the same map.

For the pretection of the rural sanitary and highway authority of the Hendon Union. 45. Whereas a considerable part of the works by this Act authorised will be made within the district of the rural sanitary and highway authority of the Hendon Union in the county of Middlesex herein-after called "the local authority" The following provisions for the protection of the local authority and for the protection and maintenance of roads footpaths and sewers within the said district shall have full force and effect notwithstanding anything shown on the deposited plans and sections unless otherwise agreed between the local authority and the Company:—

- (1) The Company shall construct a bridge over Railway No. 4 in the parish of Harrow-on-the-Hill between Byron Road numbered on the deposited plans 126 and the road numbered on the said plans 135 in the said parish which bridge shall have a clear width of not less than forty feet between the parapets thereof and approaches on either side within the limits of deviation shown on the deposited plans not steeper than one in thirty and the footpath crossing the field numbered on the deposited plans 133 in the said parish shall be diverted and carried over the said bridge and shall be formed and maintained where diverted and over the said bridge and the approaches thereto by the Company and to the satisfaction of
- (2) If and when a public carriage road shall be formed from the said Byron Road and from the said road numbered 135 on the deposited plans to the bridge to be provided under the last paragraph the Company shall be bound to make form and complete with proper kerbing channelling footways and material the roadway over the said bridge and the approaches thereto and to throw the same open for public use:

the local authority:

- (3) The road numbered on the deposited plans 138 in the parish of Harrow shall be carried over Railway No. 4 by a bridge which shall have a clear width of not less than forty feet between the parapets thereof with approaches thereto on either side not steeper than one in thirty:
- (4) The road numbered on the deposited plans 144 in the parish of Harrow shall be carried over Railway No. 4 by a bridge which shall have a clear width of fifty feet between the parapets thereof and approaches on either side not steeper than one in thirty-five:
- (5) The roadway over the said last two mentioned bridges and approaches thereto shall be properly kerbed channelled and drained and the footpaths shall be formed on either side of the said roads and approaches and shall be properly kerbed channelled paved drained and maintained by and at the expense of the Company to the satisfaction of the local authority Provided that the Company shall not be required to pave either of the said footpaths until such time as the footpaths leading thereto shall be paved by the local authority:
- (6) The railway shall be carried over the footpath between the fields numbered on the deposited plans 158 160 and 161 in the parish of Harrow-on-the-Hill by a suitable bridge and so much of the same footpath as will be situate under the said

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railway and within the said properties numbered 158 160 and 161 shall be properly gravelled drained fenced and maintained by and at the expense of the Company:

- (7) Railway No. 5 shall be carried over the road numbered on the deposited plans 166 in the parish of Harrow-on-the-Hill by a bridge having a clear span measured at right angles to the road of not less than thirty-five feet and a clear headway throughout above the surface of the road when altered of not less than fifteen feet and the said road shall be formed with an inclination on either side of the railway not steeper than one in thirty-five Such portions of the said road as shall be diverted or altered shall thenceforth be formed maintained kerbed paved drained and channelled by the Company to the satisfaction of the local authority provided that the Company shall not be required to pave the said portions of the said road until such time as the adjoining portions of the said road shall be paved by the local authority:
- (8) The footpath in the field numbered on the deposited plans 165 in the same parish shall be diverted into the said road numbered 166 at a point to be agreed on between the Company and the local authority with a convenient approach and gate and such diversion shall be maintained by the Company:
- (9) The following footpaths viz. the footpath in the fields numbered on the deposited plans 167 in the parish of Harrow-on-the-Hill and 1 and 2 in the parish of Great Stanmore the two footpaths in the field numbered on the said plans 7 and 9 in the parish of Little Stanmore and the footpath numbered on the said plans 39 in the parish of Edgware shall be carried either over or under the railway by suitable bridges. The footpaths in the fields numbered respectively 51 and 52 in the parish of Edgware and the roads numbered 10 and 11 in the parish of Little Stanmore shall not be stopped up or in any way interfered with:
- (10) The railway shall be carried over Watery Lane numbered on the deposited plans 3 in the parish of Great Stanmore by a bridge which shall be constructed of such span as not in any way to diminish the present width of the said road and with approaches on either side not steeper that 1 in 30 and with a headway of not less than 15 feet clear throughout over the surface of the roadway the remaining portion of the same roadway shown within the limits of deviation on the deposited plans of Railway No. 5 shall not be stopped up diverted or interfered with in any way:

- (11) The road numbered on the deposited plans 6 in the parish .A.D. 1838. of Great Stanmore shall be carried over the Railway No. 5 by a bridge which shall have a clear width of not less than forty feet between the parapets thereof with approaches thereto on either side not steeper than one in thirty. The said road shall be kerbed paved drained and maintained by the Company to the satisfaction of the local authority provided that such paving shall not be required to be done until the other portion of the road or footpath is paved:
- (12) Railway No. 5 shall be carried over the road numbered 30 in the parish of Little Stanmore and 1 in the parish of Edgware by a bridge which shall be so constructed as not to diminish the present width of the road and not to have at any part a less span than forty feet clear having also a clear headway of sixteen feet throughout above the surface of the roadway the levels of the approaches on either side to be such as shall be approved by the local authority and the surveyor for the county of Middlesex but shall nowhere be of steeper inclination than one in thirty Footpaths shall be formed on either side of the said road and approaches and the footpaths and road from the point where the existing level thereof is altered or affected by the proposed works shall be properly formed kerbed channelled paved lighted drained and maintained by the Company and to the satisfaction of the local authority:
- (13) The Company shall from time to time and thereafter maintain proper provisions by culverts syphons or otherwise for preventing any interference with the works to be constructed and lands to be used by the local authority for sewage purposes and for carrying the sewage of the district and surface water over or under the railway where it will pass through or near to the properties numbered on the deposited plans 7 in the parish of Great Stanmore and 1 in the parish of Little Stanmore and notwithstanding anything in this Act it shall not be lawful for the Company until they have completed the necessary works for that purpose to the satisfaction of the local authority to enter upon take use or in any way interfere with any part of the said properties numbered 7 and l as aforesaid or the sewers of the said local authority and in no case shall the Company acquire enter upon take use or interfere with any portion of the lands acquired or agreed to be acquired by the said local authority being parts of the said properties numbered 7 and 1 respectively without the consent of the said local authority Where the works lands and sewers

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of the local authority shall be crossed diverted or interfered with by the Company plans and sections of the proposed crossings alterations and diversions shall be furnished to the local authority and such works shall be executed and thereafter maintained with their approval and to their reasonable satisfaction. And the Company shall construct and maintain all requisite new sewers manholes &c. that may be reasonably required by the authority within the boundaries of the Company's property:

- (14) All bridges and works constructed within the district of the local authority for carrying the railway over any street road or footway shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent as far as is practicable the dripping of water therefrom on any part of such street road or footway and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the Company shall construct parapets to such bridges and erect fences on each side of the railway for a distance of thirty feet on each side of such bridge such parapets and fences to be not less than five feet in height above the surface of the rails:
- (15) All bridges to be constructed by the Company for carrying footways over the railway shall be not less than six feet in width and where steps are required they shall not be less than eleven inches in tread and not more than six inches rise. The Company shall make such provision as may be reasonably required by the local authority for the drainage of any subway or under-bridge authorised under the provisions of this section:
- (16) Where any footpath will be crossed or diverted by the railway the whole of such footpath so far as it will be within the boundaries of the Company's property on either side of their railway and throughout such diversion shall be properly fenced maintained and kept in a proper state of repair by and at the expense of the Company to the satisfaction of the local authority:
- (17) Wherever the railway will be made across any stream or ditch adequate provision shall be made and maintained by proper culverts or other works for carrying off the water or drainage to the reasonable satisfaction of the local authority:
- (18) The Company shall not execute or commence the erection of any such bridge or works as aforesaid or any works authorised by this section until they shall have given to the

local authority twenty-one days' notice in writing of their A.D. 1888. intention to commence the same by leaving such notice at the office of the local authority with plans elevations sections and other necessary particulars of the construction of the said bridges and works and until the local authority shall have signified their reasonable approval of the same unless the said local authority fail to signify such approval or their disapproval or other directions within twenty-one 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 local authority in the execution and subsequent maintenance of every such bridge and the works connected therewith and all other works authorised by this section and shall save harmless the local authority against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the local authority at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the local authority 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 or designs

(19) Any difference which may from time to time arise between the local authority and the Company with respect to any matter arising under this section shall unless otherwise settled by agreement be referred to the arbitration of an engineer to be appointed on the application either of the said local authority or of the Company by the Local Government Board whose decision shall be final and conclusive and who shall have power to make such award as to costs as he may think fit.

superintendence or otherwise shall be paid to the said local

authority by the Company on demand:

46. Before constructing any portion of the Railway No. 5 by For the prothis Act authorised across the field numbered on the deposited tection of the plans 164 in the parish of Harrow-on-the-Hill the Company shall rifle range. either afford such protection by means of screens coverings or banks or carry out such alteration or diversion of the rifle range used by the First Middlesex Rifle Volunteers known as the Victoria Rifles as may be reasonably satisfactory to the commanding officer for the time being of that corps and as may be if necessary approved by the military or other proper authorities and shall provide for the use of the said commanding officer and of those who shall be authorised by him to use the range and shall thereafter maintain

A.D. 1888. such means of access across the said railway from one part of the said range to the other as shall be reasonably required by the said commanding officer and as shall if necessary be approved by the military and other proper authorities and all expenses in connexion with any of the works herein-before mentioned shall be borne by the Company Provided that if from any cause the Company shall be unable or consider it inexpedient to carry out the foregoing provisions of this section they shall in lieu thereof secure to the said corps a substituted range of not less than one thousand yards to be reasonably approved by the said commanding officer for the time being and to be approved if necessary by the military or other proper authorities Provided further that if any difference shall arise between the Company and such commanding officer concerning the reasonableness of anything done or proposed to be done under the provisions of this section the same shall be determined by an arbitrator to be appointed on the application of either party by the military or other proper authority aforesaid and the costs of such arbitration shall be borne and paid by the Company.3

For the protection of Congregational burial ground at Stanmore.

47. If in constructing Railway No. 5 by this Act authorised it shall be necessary to cross the burial ground of the Congregational Chapel numbered on the deposited plans 25 in the parish of Little Stanmore the Company shall construct the same over the said burial ground upon an archway or archways in such manner as not in any way to disturb or interfere with any of the bodies interred in the said burial ground.

Deposit money not to be repaid except so far as railways opened.

48. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of sixteen thousand nine hundred and thirty-one pounds three pounds per centum consolidated bank annuities being equal in value to five per centum upon the amount of the estimate in respect of the railways has been deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act And whereas the sum of sixteen thousand and seventy-two pounds part of the said sum of sixteen thousand nine hundred and thirty-one pounds is equal in value to five per centum upon the amount of the estimate in respect of the railways by this Act authorised and the sum of eight hundred and fifty-nine pounds the remainder of the said sum of sixteen thousand nine hundred and thirty-one pounds is equal in value to five per centum upon the amount of the estimate in respect of a certain other railway originally proposed to be authorised by this Act but which was struck out of the Bill for this Act during its

progress through Parliament Be it enacted that notwithstanding anything contained in the said Act the said sum of sixteen thousand and seventy-two pounds (which sum is in this Act referred to as the said deposit fund) shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways hereby authorised the High Court of Justice in England shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

49. If the Company do not previously to the expiration of the Application period limited by this Act for the completion of the railways of deposit. complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been transferred to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the 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 of Justice in England may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation

A.D. 1888. then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Providing for release of part of deposit money.

50. On the application of the depositors at any time after the passing of this Act the High Court of Justice in England may and shall order that the said sum of eight hundred and fifty-nine pounds three pounds per centum consolidated bank annuities the remainder of the said sum of sixteen thousand nine hundred and thirty-one pounds like annuities so deposited as aforesaid over and above the said deposit fund and the interest and dividends thereon shall be paid or transferred to the depositors or as they shall direct.

Period for completion of works.

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

Tolls.

52. The Company from time to time may lawfully demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say):—

For passengers.

In respect of passengers and animals conveyed on the railways— For any person twopence per mile and if conveyed in or upon a carriage belonging to the Company an additional sum of one penny per mile:

For animals.

- Class 1. For any horse mule or other beast of draught or burden threepence per mile and if conveyed in or upon a carriage belonging to the Company an additional sum per mile not exceeding one penny:
- Class 2. For any ox cow bull or head of neat cattle twopence per mile and if conveyed in or upon a carriage belonging

to the Company an additional sum per mile not exceeding A.D. 1 one penny:

Class 3. For any calf pig sheep lamb or other small animal one penny per mile and if conveyed in or upon a carriage belonging to the Company an additional sum per mile not exceeding one halfpenny:

In respect of goods and minerals conveyed upon the railways—

Class 4. For all coals culm cinders cannel ironstone iron ore limestone chalk sand slag and clay (except fireclay) dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways per ton per mile one penny and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one halfpenny:

Class 5. For all coke charcoal pig iron bar iron rod iron hoop iron plates of iron wrought iron heavy iron castings railway chairs slabs billets and rolled iron lime bricks tiles slates salt fireclay and stone copper ore lead ore tin ore antimony and manganese and all other ores minerals and semi-metals per ton per mile one penny halfpenny and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one halfpenny:

Class 6. For all sugar grain corn flour hides dyewoods earthenware timber staves deals and metals (except iron) nails anvils vices and chains and for light iron castings per ton per mile twopence halfpenny and if conveyed in carriages belonging to the company an additional sum per ton per mile of one penny:

Class 7. For cotton and other wools drugs and manufactured goods and all other wares merchandise fish articles matters or things per ton per mile threepence and if conveyed in carriages belonging to the Company an additional sum per ton per mile of one penny:

For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton conveyed on a truck or platform sixpence per mile and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

53. The toll which the Company may demand for the use of Tolls for engines for propelling carriages on the railway shall not exceed propelling one penny per mile for each passenger or animal or for each ton of power.

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For goods.

[Ch. ccii.] Great Western and Great Northern [51 & 52 Vici.]

Junction Railway Act, 1888.

A.D. 1888. goods in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

54. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

Short distances.

For all passengers animals or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles:

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton:

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the imperial avoirdupois weight:

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight or length.

55. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

For the carriage of small parcels on the railway—

For any parcel not exceeding seven pounds in weight threepence:

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they may think fit:

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Provided always that articles sent in large aggregate quantities A.D. 1888. although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single articles in separate packages:

For the carriage of single articles of great weight on the railway-

For the carriage of any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile:

For the carriage of any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit:

For the carriage of any single consignment of timber stone machinery or other single article which on account of the length thereof may require more than one carriage the Company may demand such sum as they think fit.

56. The maximum rate of charge to be made by the Company Maximum for the conveyance of passengers upon the railway including the rates for tolls for the use of the railway and for carriages and locomotive passengers. power and every other expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-carriage the sum of threepence per mile:

For every passenger conveyed in a second-class carriage the sum of twopence per mile:

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

57. The maximum rate of charge to be made by the Company Maximum for the conveyance of animals and goods (except such small parcels rates for animals and and single articles of great weight as aforesaid) on the railway goods. including the tolls for the use of the railway and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is

A.D. 1888. performed by the Company) shall not exceed the following sums (that is to say):—

For every animal in Class 1 fourpence per mile:

For every animal in Class 2 threepence per mile:

For every calf sheep or pig in Class 3 one penny per mile and for every lamb or other small animal three farthings per mile:

For everything in Class 4 one penny halfpenny per ton per mile:

For everything in Class 5 twopence per ton per mile:

For everything in Class 6 threepence per ton per mile:

For everything in Class 7 fourpence per ton per mile:

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton conveyed on a truck or platform per mile sixpence and if weighing more than one ton one penny halfpenny for every additional quarter of a ton or fractional part of a quarter of a ton which such carriage may weigh:

Provided always that when a separate waggon or truck shall be retained or engaged by any one person for the conveyance of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six cattle or twenty-five sheep and not containing more than that

number shall not exceed ninepence per mile.

Passengers' luggage. 58. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Terminal station.

59. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

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

Company may take increased charges by agreement.

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61. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description

by agreement with the owners or persons in charge thereof either A.D. 1888. by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

62. The book tables or other document in use for the time being Classification containing the general classification of goods carried by goods or table to be merchandise train on the railway of the Company shall during all inspection reasonable hours be open to the inspection of any person without the and copies payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling:

kept for sale.

The Company shall within one week after application in writing Terminal made to the secretary of the Company by any person interested in charges (if the carriage of any goods which have been or are intended to be specified on carried over the railway render an account to the person so applying application. in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified:

If the Company fail to comply with the provisions of this section Penalty. they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 Section 14.

63. The Great Northern Company may run over and use with Running their engines and carriages and with their clerks officers and servants powers of and for traffic of every description the portion of railway next Northern herein-after mentioned (that is to say):---

Great Company over portions

So much of Railway No. 5 of the Company as will lie between of Railway the junction thereof with the Great Northern Company's No. 5 with Edgware Highgate and London Branch and the station at use of station. Edgware of the Company together with the said station and all other stations on or connected with the said portion of railway respectively and the roads signals water watering places engines sheds offices warehouses sidings junctions works and conveniences connected therewith and with the said portion of railway and as regards traffic conveyed by the Company and any such company as aforesaid they may demand

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and levy tolls rates and charges upon or in respect of the said portion of railway and stations not exceeding the tolls and charges authorised to be demanded in respect thereof by the Company.

Terms of such use.

64. The terms conditions and regulations in respect of the said use and the tolls or other consideration to be paid for the same shall (if not agreed upon between the Company and the Great Northern Company) be from time to time determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be binding and conclusive on the parties in difference and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct.

Byelaws to be observed.

65. In running over and using the said portion of railway and stations and conveniences in accordance with the provisions hereinbefore contained the regulations and bye-laws for the time being in force of the Company shall be at all times observed so far as such bye-laws shall be applicable.

Power to Metropolitan company to run over railways.

- 66. The Metropolitan Company may at any time after the completion of a junction or junctions as provided by this Act between their railway and the railways by this Act authorised run over and use with their engines trucks and carriages of every description and for the purpose of conveying through traffic (as herein-after defined) the railways by this Act authorised together with the stations watering places works and conveniences upon and connected therewith upon the terms herein-after mentioned (that is to say):—
 - (1) The Metropolitan Company shall have the power (subject to the provisions of this Act) to fix the through rates or fares at which through traffic shall be conveyed by them for the whole distance which it shall be so conveyed upon their own railways and the railways of the Company From the said through rates or fares shall be deducted in the first place the Government duties in respect of passengers and the usual terminals in respect of all other traffic payable in respect of such traffic according to the regulations of the railway clearing house in force for the time being and such terminals upon coal and lime and other articles not regulated by the clearing house as may be agreed upon or in case of difference fixed by arbitration which shall belong and be paid to the Company entitled thereto and in the second place twenty-five per centum of the amount remaining after deducting the said duties and terminals as

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aforesaid which per-centage shall be retained by the Metropolitan Company in respect of their working expenses in relation to such traffic and the residue shall be apportioned between the Company and the Metropolitan Company by mileage division:

- (2) For the purposes of this section the expression "through traffic" shall mean traffic conveyed by the Metropolitan Company partly on their own railway and partly on the railways of the Company:
- (3) Nothing in this Act contained shall authorise the Metropolitan Company to carry or interfere with any traffic arising and terminating on the railways of the Company:
- (4) If any difference shall arise between the Company and the Metropolitan Company as to the construction meaning or intent of any of the provisions of this section in respect to the running powers hereby granted or in relation to any matter arising out of or consequent on or incidental to any of such provisions or as to the compliance with or the carrying out of the spirit and intention of such provisions by either of the said Companies such difference shall if so desired by either Company be from time to time referred to and settled by the standing arbitrator to be appointed as herein-after provided whose award or decision shall be final and who shall have power to order such arrangements and remedies as he may think right for securing the due fulfilment of the provisions and objects aforesaid and to award and fix the amount of compensation or damages to be paid by the one party to the other in respect of any breach of the said provisions or any of them and in respect of any neglect or refusal of the Company or the Metropolitan Company to perform and carry out any award or order made by such arbitrator or by any other arbitrator under any previous arbitration as to any of the matters aforesaid:
- (5) The Company and the Metropolitan Company shall in the month of November in each year during the exercise by the Metropolitan Company of the running powers by this Act conferred jointly appoint under their respective common seals a standing arbitrator for the year commencing on the first day of January then next and shall in each such appointment fix the remuneration of such arbitrator for the said year and the proportions in which such remuneration shall be paid by them respectively and if the said Companies shall not in the said month of November concur in making such appointment the

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Board of Trade shall in the following month of December upon the application of either of such Companies appoint a standing arbitrator for the year commencing on the first day of January then next and fix the remuneration of such arbitrator for the said year and the proportions in which such remuneration shall be paid by such Companies respectively Provided that any such standing arbitrator whether appointed by the said Companies or by the Board of Trade may be at any time removed. from his office by the said Companies jointly by a writing under their respective common seals and that if any standing arbitrator shall during his year of office be so removed from office or die or decline to act or become incapable of acting or resign or go to reside abroad and the said Companies shall not within one month thereafter concur in appointing another standing arbitrator in his place in manner aforesaid the Board of Trade shall thereupon upon the application of either of such Companies appoint in his place another standing arbitrator who shall continue in office so long only as the person in whose place he may be appointed would have remained in office if he had not been removed from office died declined to act become incapable resigned or gone to reside abroad and every arbitration relating to any question or difference arising under the provisions of this Act between the said Companies shall be determined and conducted by the standing arbitrator acting for the time being under the provisions of this section and in accordance with and subject to the provisions of the Railway Companies Arbitration Act 1859 as if such question or difference had been referred to him in manner in that Act required by the Companies between whom the same shall arise Provided also that if any matter which may have been referred to the standing arbitrator shall be left undecided by him at the expiration of his year of office the same matter shall be decided by the standing arbitrator to whom it may have been so referred and left undecided (he not being incapable of acting) and his decision shall be binding although he may no longer fill the said office.

Power to enter into traffic arrange-ments.

67. The Company on the one hand and the Great Northern Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enterinto and carry into effect agreements for or with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railways.

of the Company or any of them or any part thereof:

The supply and maintenance during the continuance and for the A.D. 1888. purposes of any agreement for the working or use of the railways of the Company or any part thereof by the Great Northern Company of rolling or working stock and of officers and servants for the conveyance and conduct of traffic on those railways:

The interchange transmission and delivery of traffic coming from or destined for the railways of the Company and the railways of the Great Northern Company:

The fixing and collecting of the tolls or charges to be demanded and recovered in respect of such traffic and the division and apportionment of the receipts arising therefrom:

The appointment of a joint committee or joint committees to carry into effect any such agreements as aforesaid.

68. Where under the provisions of this Act traffic is conveyed As to short partly on the railways by this Act authorised and partly on the distance railway of any other Company the railways of the Company and other railof such other Company shall for the purpose of short-distance tolls ways. and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways by this Act authorised and partly on the railway of any other Company for a less distance than three miles tolls and charges may be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as and for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railways by this Act authorised and partly on the railway of such other Company.

69. The Company shall not out of any money by this Act Prohibiting authorised to be raised pay interest or dividend to any shareholder the payment on the amount of the calls made in respect of the shares held by out of him Any director or officer of the Company who shall directly capital. or indirectly pay or procure to be paid any interest or dividend to any shareholder in contravention of this section shall be liable to a penalty not exceeding the amount of the interest or dividend so paid and such penalty shall be recoverable by any person on information in any court of summary jurisdiction and any contract entered into by the Company or the directors or any of them under which the payment of any interest or dividend prohibited as aforesaid shall be directly or indirectly provided for shall be void but

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A.D. 1888. nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

70. 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.

71. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

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

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SCHEDULE referred to in the foregoing Act.

A.D. 1888.

Lands and Buildings of which portions only may be required.

Parish.	No. on de- posited Plans.	Description in deposited Book of Reference.
Hayes	9	Field.
Hayes	10	Field.
Hayes	11	Field, plantations, and pond.
Hayes	12	Field, footpaths, and pond.
Northolt	14	Field, occupation road, and piggeries.
Northolt	15	Orchard and sheds.
Harrow-on-the-Hill -	4 A	Orchard.
Harrow-on-the-Hill -	29	Ground and shed.
Harrow-on-the-Hill -	30	Field.
Harrow-on-the-Hill -	143 _A	Rick yard and pond.
Little Stanmore -	29	House, stables, yard, and outbuildings.
Edgware -	11	Occupation road, buildings, pond, field, and outbuildings.
Edgware	. 36	Garden ground.
17 J	. 37	Garden ground.
TT 3	41	Field and pigstyes.
T/13	- 47	Field, pond, and footpath.
Tr. January	- 48	Paddock.
Edgware -	49	Paddock.
Tra marketine	- 50	Paddock.

London: Printed for Her Majesty's Stationery Office, By Eyre and Spottiswoode, Printers to the Queen's most Excellent Majesty.

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