CHAPTER xxix.

An Act to empower the London Electric Railway Company to construct new railways and for other purposes. A.D. 1911.

[2nd June 1911.]

WHEREAS it is expedient that the London Electric Railway Company (in this Act called "the Company") should be authorised to extend their Charing Cross Euston and Hampstead Railway and their Baker Street and Waterloo Railway and to make and maintain the other works and to exercise the powers by this Act and to acquire for the purposes of this Act certain lands houses and buildings in this Act described or referred to:

And whereas it is expedient that powers should be conferred upon the Company on the one hand and the Metropolitan District Railway Company (in this Act called "the District Company") and the Great Western Railway Company (in this Act called "the Great Western Company") respectively on the other hand for entering into agreements with respect to the said railways and other works respectively and for applying their funds respectively as in the Act mentioned:

And whereas it is expedient that the Company and the other companies and corporations in this Act referred to in that behalf should be empowered to generate supply and use electrical energy as in this Act provided:

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

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

A.D. 1911.

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

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

PART I.

PRELIMINARY.

Short title and citation.

1. This Act may be cited as the London Electric Railway Act 1911 and the London Electric Railway Company's Acts 1893 to 1910 and this Act may be cited together as the London Electric Railway Acts 1893 to 1911.

Division of Act into Parts.

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

Part I.—Preliminary.
Part II.—Works and lands.
Part III.—Capital.
Part IV.—Miscellaneous.

Incorporation of general Acts.

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

The Lands Clauses Acts:

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

The construction of the railway and the works connected therewith;

Section 45 (as to lands for additional stations);

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

The regulation and use of the railway;

The settlement of disputes by arbitration;

Section 138 (as to service of notices); and

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

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock; and

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

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

Interpretation.

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

The expression "the railways" means the railways by this Act authorised;

A.D. 1911.

The expressions "the Act of 1893" "the Act of 1899" "the Act of 1902" and "the Act of 1903" respectively mean the Charing Cross Euston and Hampstead Railway Acts 1893 1899 1902 and 1903 respectively;

The expression "the Baker Street Act of 1906" means the Baker Street and Waterloo Railway Act 1906;

The expression "the Act of 1910" means the London Electric Railway Amalgamation Act 1910;

The expression "the Underground Company" means the Underground Electric Railways Company of London Limited;

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

PART II.

WORKS AND LANDS.

Power to make works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all necessary and convenient rails sidings tunnels subways stations platforms signals shafts lifts escalators inclines stairs approaches passages stagings buildings sewers drains pipes wires apparatus plant machinery appliances works and conveniences connected therewith or incidental thereto and may subject as aforesaid enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes:

Provided always that (except for the purpose of making trial borings as provided by the Act of 1893 as incorporated with this Act and except as expressly provided by this Act) nothing in this Act shall authorise the Company to enter upon take or use the surface of any public street or road but (subject as aforesaid) the Company may enter upon take and use without payment or compensation therefor the subsoil and undersurface of any public street road footway or place shown on the deposited

plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes aforesaid. A.D. 1911.

The Company may exercise the powers of this Act notwithstanding anything contained in section 56 or other provisions of the Thames Embankment Act 1862 and section 27 or other provisions of the Thames Embankment (North and South) Act 1868 or sections 14 17 and 18 or other provisions of the Metropolitan District Railway Act 1903.

New station at Embankment.

6. Nothing in this Act contained shall authorise the Company to erect or maintain any station or building at or near the Embankment Station of the Baker Street Railway and the Charing Cross Station of the District Company above the surface of the ground.

Description of railways.

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

A railway (No. 1) 4 furlongs or thereabouts in length to be situate wholly in the parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster commencing by an end-on junction with the eastern line of the existing Charing Cross Euston and Hampstead Railway of the Company at its termination at a point beneath the forecourt of the Charing Cross Station of the South Eastern and Chatham Railway and terminating by an end-on junction with the western line of the said existing railway of the Company at its termination beneath the said forecourt:

A railway (No. 2) 4 furlongs 4·25 chains or thereabouts in length to be situate wholly in the parish and metropolitan borough of Paddington commencing by a junction with the existing Baker Street and Waterloo Railway of the Company at the termination of such last-mentioned railway beneath the houses numbered 257 and 259 Edgware Road and terminating beneath the carriageway in the Paddington Station of the Great Western Railway Company on the arrival side of that station at a point opposite to the centre of the footbridge in and at the north-western end of such station.

Power to acquire additional lands.

8. Subject to the provisions of this Act the Company may enter upon take and use the lands house and other property herein-after described and which are delineated on the deposited

A.D. 1911.

plans and described in the deposited book of reference (that is to say):—

All that house shop and premises known as No. 9 Highgate Hill in the metropolitan borough of Islington in the county of London;

and may hold and use the said house and other property for the purpose of extending improving altering and adding to their existing Highgate Station and the premises and works in connexion therewith by the construction on in or under such property of shafts lifts stairways subways approaches and other accommodation or conveniences (all in this Act referred to as "the existing station extensions") and for other purposes connected with or as part of their undertaking Provided always that the Company shall not under the powers of this Act construct any works under the public highway No. 2 on the deposited plan for the metropolitan borough of Islington without the consent of the council of that borough.

General provisions as to mode of construction.

9. The following provisions shall apply to the construction of the railways by this Act authorised:—

(1) Railway No. 1 shall be constructed in a single tunnel:

(2) Railway No. 2 shall be constructed in two tunnels for separate up and down traffic except at cross-overs where it may be constructed in a single tunnel of enlarged diameter:

(3) The railways shall be approached by means of stairs inclines subways electric or other lifts or escalators:

(4) (A) The tunnels of which the railways will consist (including those for the stations) shall be constructed by means of steel or other sufficient metal shields driven forward by hydraulic pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces All such tunnels shall be either lined throughout with iron or other sufficient metal plates properly jointed throughout or constructed wholly or partly of brick concrete or other equally substantial and durable material;

(B) Every shaft shall be constructed either by underpinning or by sinking and either of brick concrete iron or other equally substantial and durable material:

(c) The station tunnels shall not have an internal diameter exceeding twenty-five feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding in the case of Railway No. 1 thirteen feet and in the case of Railway No. 2 eleven feet six inches and the internal diameter of the shafts shall not exceed thirty feet;

(d) Any space between the lining of the tunnels (including station tunnels) and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure:

(5) If water is found to be present in the works on either railway in such quantity as to necessitate the employment of compressed air the Company shall immediately stop all excavating work at the point where the same is so found and the further driving of the tunnels at the working faces at that point until the Company have provided air-compressing machinery which will produce such a pressure of air as will prevent the inflow of any sand water gravel or soil and such machinery shall be maintained in full working order and the work at such working face shall be carried on under compressed air as long as may be necessary:

(6) Except in the case of unforeseen accident or for the purpose of removing rainwater or other trifling amounts of water no use shall be made of pumping or of other like modes of removing water from the works.

Incorporating certain provisions of existing Acts.

10. The provisions contained in the sections and parts of sections of the Acts of 1893 1899 and 1902 and of the Baker Street Act of 1906 which are mentioned or referred to in the First Schedule to this Act (except so far as the same or any part or parts thereof are expressly repealed amended or varied by this Act and subject to any such amendment or variation) are incorporated with and form part of this Act and shall so far as applicable extend and apply to the railways and works by this Act authorised the roads under and along which the same are to be made the existing station extensions the lands by this Act authorised to be acquired and the several bodies or persons named or referred to in those sections as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto respectively.

A.D. 1911.

Power to deviate vertically.

11. In the execution of the railways and works by this Act authorised the Company may subject to the provisions of this Act deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient Provided always that it shall not be lawful for the Company to deviate upwards from the said levels to such an extent as to bring the rails within forty feet of the surface of any public road or street under which such railways are constructed Provided also that the Company shall not construct the railways or any part thereof beneath any property of the London County Council at any other levels than those shown on the deposited sections except in accordance with plans and sections submitted to and approved by the London County Council and such approval shall not be unreasonably withheld.

Power over bed and banks of River Thames and agreements with Port of London Authority.

12.—(1) Subject to the provisions of this Act it shall be lawful for the Company—

To make and maintain temporary shafts or openings in that part of the River Thames and the bed and banks thereof within the limits shown on the deposited plans;

To erect any piling staging or any other works in the waterway of the said part of the said river; and

To appropriate and use for the purposes of the works authorised by this Act the subsoil and undersurface of the said river and the bed and banks thereof.

(2) The Company on the one hand and the Port of London Authority on the other hand may enter into and carry into effect agreements with respect to the foregoing matters.

Period for compulsory purchase of lands.

13. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Owners may be required to grant easements only under certain properties.

14. With respect to the properties shown on the deposited plans which are described or referred to in the first part of the Second Schedule to this Act notwithstanding anything contained in this Act or the said plans the Company shall not purchase or take any part of the surface thereof otherwise than by agreement With respect to the properties shown on the deposited plans which are described or referred to in the first or second parts of the said Second Schedule notwithstanding as aforesaid the Company shall not be required to purchase or take the same or any part of the surface thereof but the Company may pur-

chase and take and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil and undersurface thereof for the purposes of the undertaking of the Company and the provisions of the Lands Clauses Acts with respect to lands shall subject to the provisions of this Act extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase-money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts.

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

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

Restrictions on breaking up surface of streets.

16. Except as herein-after provided the Company shall not break up or disturb the surface of any street or road for the purpose of constructing the railways nor open or make any ventilators air shafts or other similar openings in any roadway or footway or in Victoria Embankment Gardens or in the forecourt of the Charing Cross Station of the South Eastern and Chatham Railway but nothing herein contained shall restrict the right of the Company to the use of the streets or roads for purposes of ordinary traffic or of access to or in connexion with

A.D. 1911.

any of their lands stations or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any street or road Provided always that subject to the provisions of this Act the Company for the purpose of constructing and maintaining Railway No. 1 by this Act authorised and the stations shafts lifts approaches and other works and conveniences connected therewith may enter upon and open up the surface of the roadways and footways of Villiers Street and with the consent of the London County Council (which consent shall not be unreasonably withheld) Northumberland Avenue and the street on the northern side of and abutting on the Charing Cross Station of the District Company and the depôt of the London County Council within the limits of deviation of Railway No. 1 shown on the deposited plans Provided also that subject to the provisions of this Act the Company may for the purpose of constructing and maintaining Railway No. 2 by this Act authorised and the stations shafts lifts approaches and other works and conveniences connected therewith enter upon and open up the surface of London Street within the limits bounded by the green line shown on the plan and section No. 1 referred to in section 5 of the Baker Street Act of 1906 or within such other limits as the London County Council may agree and the Company may make and maintain a permanent opening in the footpath of the said street where the entrance and exit are shown on the said plan or if approved by the said Council at some other spot in London Street within the limits of deviation.

For protection of Postmaster-General.

17. Notwithstanding anything shown upon the deposited plans or contained in this Act the Company shall not except with the consent in writing of the Postmaster-General enter upon take or use any of the properties numbered respectively on the said plans 169 170 171 172 173 and 174 in the parish and metropolitan borough of Paddington in the county of London or any part thereof respectively or except with the like consent open or break up the surface of London Street or make or maintain any opening in the roadway or footpath of the said street.

Period for completion of works.

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

A.D. 1911.

For protection of Port of London Authority.

19. For the protection of the Port of London Authority (in this section called "the port authority") the following provisions shall unless otherwise agreed between the Company and the port authority have effect with regard to Railway No. 1 and the works connected therewith by this Act authorised (that is to say):—

(1) The Company shall not make any trial borings or execute or commence to execute any work whether permanent or temporary in the River Thames or on or under the bed shores or banks thereof except in accordance with plans elevations and sections to be approved by the port authority in writing under the hand of their secretary and deposited at their office and all such works shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the port authority and so that the traffic of the said river shall not be interfered with more than may be absolutely necessary in the construction of the said works:

(2) The Company shall not in constructing Railway No. 1 by this Act authorised so far as the same is under the bed or shores of the River Thames except with the approval of the port authority in writing under the hand of their secretary deviate upwards from the levels of the said railway as shown on the deposited sections:

(3) Notwithstanding anything in this Act or shown on the deposited plans and sections the Company shall not under the powers of this Act make any trial borings or execute any works (whether permanent or temporary) in on or under the River Thames at a greater distance from the eastern face of the Victoria Embankment than sixty-five yards:

(4) No part of the Railway No. 1 by this Act authorised which is constructed under the River Thames shall be so constructed as to prevent the port authority from deepening and dredging the River Thames to a depth of thirty-five feet below the level of Trinity high-water mark to the eastward of a line drawn sixty-five yards distant from and parallel with the eastern face of the Victoria Embankment and notwithstanding anything contained in the Port of London

A.D. 1911.

Act 1908 the port authority shall not be liable to pay compensation in respect of any damage to any works by this Act authorised which may be caused by dredging whether within or outside such limits as aforesaid:

(5) Notwithstanding anything contained in this Act or in the Acts incorporated herewith the compensation or consideration payable to the port authority in respect of the lands taken or easements acquired under the powers of this Act and in respect of permanent or temporary works by this Act authorised in the River Thames or on or under the bed or shores thereof shall be assessed in accordance with the provisions of section 116 of the Thames Conservancy Act 1894 or any statutory provision in lieu thereof for the time being in force:

(6) The Company shall not (except so far as shall be necessary in the construction of the works under the River Thames by this Act authorised) take any gravel soil or other material from the bed or shores of the River Thames without the previous consent of the port authority in writing under the hand of their secretary:

(7) The Company shall during the construction of any works whether temporary or otherwise or the making of any trial borings and so long as any such works or borings are maintained on the bed shores or banks of the River Thames if so required by the port authority hang out and exhibit at or near to the said works or borings every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the port authority by writing under the hand of their secretary or other authorised officer shall approve or direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence be liable to a penalty not exceeding ten pounds:

(8) The works when commenced shall be proceeded with and completed as early as practicable and the Company shall upon reasonable notice in writing from the port authority so to do remove any temporary works and materials for temporary works which may have been placed in the River Thames by the Company and which are no longer in use and in any event within the period by this Act prescribed for the completion of Railway No. 1 the Company shall remove all such works and materials and on the Company failing to comply with the provisions of this subsection the port authority may remove such works and materials charging the Company with the expense of so doing and the Company shall forthwith repay to the port authority all expenses so incurred.

Imposing penalty unless railways opened within time limited.

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

Application of penalty.

21. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the

A.D. 1911.

London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Rates and charges.

22. The Company may demand and take for the conveyance of passengers and for small parcels conveyed upon the railways rates or charges not exceeding those authorised by section 54 (of which the marginal note is "Rates and charges") of the Act of 1910 and that section shall extend and apply as if the railways by this Act authorised had formed part of the authorised railways of the Company at the date of the passing of the Act of 1910.

Agreements as to station &c. at Embankment.

23.—(1) The Company on the one hand and the District Company on the other hand may enter into and carry into effect agreements with reference to the construction ownership working maintenance renewal and user of Railway No. 1 and the construction ownership maintenance renewal and user of any station to be constructed in connexion therewith at or near the Embankment Station in the parish of St. Martin-in-the-Fields of the Company and the Charing Cross Station of the District Company in the same parish and of such other shafts lifts escalators stairways subways passages and other works and conveniences in connexion with the said railway and communications

and openings between such railway and the existing railways of the Company and of the District Company whether upon in or under lands now or hereafter belonging to the Company or the District Company as may be necessary or convenient for enabling passengers and their luggage and other traffic to pass to and fro between the following stations or any of them (*a*) the intended station of the Company (*b*) the said Embankment Station of the Company and (*c*) the said Charing Cross Station of the District Company.

(2) The Company may for the purposes of and subject to any agreement entered into under this section enter upon the lands stations platforms passages and works of the District Company and may alter any such platform or passage and make openings in the same and in any walls and any necessary protective works and may make such provisions as will secure to the public and to officers and servants of the Company and the District Company or either of them free and uninterrupted access and communication to and between such intended station of the Company and the said respective stations of the Company or the District Company as aforesaid.

(3) Any agreement under this section may provide for any annual or other payments under the said agreement relating to the construction ownership working maintenance renewal and user of Railway No. 1 and of the said joint station and may also provide for the appointment of a joint committee of the Company and the District Company for carrying into effect the provisions thereof and of this section.

Agreements as to station &c. at Paddington.

24.—(1) The Company on the one hand and the Great Western Company on the other hand may enter into and carry into effect agreements with reference to the construction ownership working maintenance renewal and user of Railway No. 2 and the construction ownership maintenance renewal and user of any station to be constructed in connexion therewith at or near the Paddington Station of the Great Western Company and of such shafts lifts escalators stairways subways passages and other works and conveniences in connexion with the said railway and communications and openings between the said railway and the railways of the Great Western Company whether upon in or under lands now or hereafter belonging to the Company or the Great Western Company as may be necessary or convenient for enabling passengers and their

A.D. 1911.

luggage and other traffic to pass from or to such station of the Company to or from the said station of the Great Western Company.

(2) The Company may for the purposes of and subject to any agreement entered into under this section enter upon the lands stations platforms passages and works of the Great Western Company and may alter any such platform or passage and make openings in the same and in any walls and any necessary protective works and may make such provisions as will secure to the public and to officers and servants of the Company and the Great Western Company free and uninterrupted access and communication to and between such station of the Company and the station of the Great Western Company as aforesaid.

(3) Any agreement under this section may provide for the appointment of a joint committee of the Company and the Great Western Company for carrying into effect the provisions thereof and of this section.

Agreements with Grand Junction Canal Company.

25. The Company may enter into and carry into effect agreements and arrangements with the Company of Proprietors of the Grand Junction Canal (herein-after called "the canal company") with reference to the acquisition leasing and user of any lands of the canal company within the limits of deviation of Railway No. 2 as shown in the deposited plans for the purpose of the construction and working of shafts lifts and other appliances required for or otherwise in connexion with the construction of Railway No. 2 and the subways and works connected therewith.

Saving for Postmaster-General.

26. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and from time to time to alter such telegraphic lines and to enter upon the lands and works comprised in the undertaking of the Company for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the railways are worked by any of the railway companies mentioned in section 9 of or in the schedule to the Telegraph Act 1868 as freely and fully in all respects as he was entitled to do before the making of any such agreement.

A.D. 1911.

For protection of Commissioners of Works.

27. Plans as regards the elevations of any buildings proposed to be erected on or over any lands acquired or to be acquired by the Company and over any of their stations or sites of their stations which may be opposite to or within one hundred yards of any public buildings or park vested in or in charge of the Commissioners of Works shall be submitted to the said Commissioners for approval before erection but if the said Commissioners do not approve of such plans within one month after such submission such plans shall be referred for approval to the President of the Royal Institute of British Architects or an architect to be nominated by him The referee on any such reference shall hear the objections of the said Commissioners to the submitted plans and the costs of the said Commissioners of the reference and incidental thereto and the charges of the referee shall be borne by the Company The Company shall only build in accordance with the plans as so approved by the Commissioners or the referee as the case may be.

For protection of London County Council.

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

(1) The provisions of the London Building Acts 1894 to 1909 and any Act amending the same and any bye-laws and regulations in force thereunder shall except so far as the same may be expressly varied by this Act apply to the execution by the Company under the powers of this Act of any works in the administrative county of London (herein-after called "the county") and to any new buildings or additions to or alterations of existing buildings erected or made under the powers of this Act and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained but no such exemptions shall be deemed to apply to such part of any building which shall be used or intended to be used for other than railway purposes:

(2) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or interfere with any lands or other

A.D. 1911.

property of the Council but the Company may take the following easements or rights of user (that is to say):—

(A) Easements for the purpose of altering the railways of the District Company and of constructing a retaining wall and other works under the lands hatched pink on a plan signed by Leslie R. Vigers on behalf of the Company and Andrew Young on behalf of the Council together with the right to break up the surface of the said lands for the purpose of constructing such works thereunder on condition that on the completion of the said works the Company shall re-build on the said lands hatched pink any wall or other work interfered with by their operations and also restore and make good the surface in all respects to the satisfaction of the Council;

(B) An easement for the purpose of constructing maintaining and using an escalator in on and under the lands coloured brown on the said plan in so far as such lands are the property of the Council; and

(C) An easement for the purpose of constructing maintaining and using passages and other works beneath the surface of the lands coloured blue on the said plan in so far as such lands are the property of the Council but so that the surface of the said lands shall only be interfered with for the purposes of such construction and shall be reinstated to the satisfaction of the Council on completion of such construction;

(D) Easements for the purpose of constructing maintaining and using Railways Nos. 1 and 2 and the stations and incidental works connected therewith in the lines and situations shown on the deposited plans so far as the same are to be constructed in or under any lands belonging to or vested in the Council;

and the Council shall have power to grant to the Company the said easements or any of them and

the purchase money and compensation to be paid therefor shall failing agreement be settled in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and the Council may receive the said purchase money and compensation and give to the Company a good and valid discharge therefor:

Provided always that the Company shall not occupy or use at the same time the surface of the lands hatched pink on the said plan and adjoining Northumberland Avenue and of the lands coloured blue on the said plan and the Company shall provide during the execution of the works on the said lands such means of access to the Council's property as the Council may require and the Company shall also if such access be interfered with and if required by the Council provide during the execution of the works on the lands coloured brown on the said plan temporary stairs or other convenient means of access to the Charing Cross footbridge:

(3) (A) Before commencing to construct any part of Railway No. 1 and works connected therewith by this Act authorised which shall or may pass under or within one hundred feet of any building open space embankment wall subway for pipes pier tramway the York Water Gate or other property of the Council (herein-after referred to collectively as "the property of the Council") the Company shall deliver to the Council plans sections and specifications of the works as proposed to be executed by the Company within such distance of one hundred feet of the property of the Council and if at the expiration of twenty-eight days from such delivery the plans sections and specifications shall not be approved by the Council there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in the manner herein-after provided and the said part of the said railway and works shall be executed to the reasonable satisfaction of the Council and when commenced shall so far as practicable be proceeded with without cessation;

A.D. 1911.

(B) The Company shall at all times maintain the said part of the said railway and works under or within one hundred feet of any part of the property of the Council in substantial repair and good order and condition to the reasonable satisfaction in all respects of the Council and if and whenever the Company fail so to do the Council may make and do in and upon as well the works and lands of the Company as their own lands and works all such works and things as the Council may reasonably think requisite and the sum from time to time certified by the Council to be the reasonable amount of the Council's expenditure in that behalf shall be repaid to the Council by the Company The Council shall at all reasonable times have free access to the works of the Company where the said railway and works shall pass under or within one hundred feet of the property of the Council and for the distance above mentioned and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company;

(C) If during and by the execution of the said part of the said railway and works any part of the property of the Council or any of the works or conveniences connected therewith shall be injured or damaged such injury or damage shall forthwith be made good by the Company or in the event of their failing so to do the Council may make good the same and recover the costs thereof against the Company;

(D) The Company shall not in making and maintaining and working or using the said part of the said railway and works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the Council or any traffic on such tramways and if at any time hereafter the free uninterrupted and safe user of the said tramways or any traffic thereon shall be obstructed hindered or interfered with the Company shall pay to the Council such damages as the Council shall sustain by reason thereof;

(E) All reasonable fees costs charges and expenses in respect of any of the matters in this subsection contained shall be borne and on demand paid by the Company and during the construction renewal or repair of the said part of the said railway and works under and adjacent to the property of the Council the Company shall bear and on demand shall pay to the Council the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the property of the Council or any part thereof and the works and conveniences connected therewith and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from acts or defaults of the contractors of the Company or of any person in their employ or otherwise;

(F) The Company shall be responsible for and make good to the Council all costs losses damages and expenses which may be occasioned to the Council or to the property of the Council or to any person using the same or otherwise by reason of the construction maintenance or failure of the said part of the said railway and works or of any act or omission of the Company or of any person in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Council from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission;

(G) Any dispute or difference which may arise between the Council and the Company with respect to the provisions of this subsection or in any way arising thereout shall be settled by arbitration by a civil engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of the Company and the Council or either of them and the Arbitration Act 1889 shall apply to such arbitration:

(4) The Company shall not sink any shafts or erect any staging in the neighbourhood of the pier belonging to the Council so as to interfere with the said pier or the reasonable access thereto:

A.D. 1911.

(5) As soon as reasonably practicable after the completion of any underground works which have been executed by them under the powers of this Act the Company shall at their own expense furnish the Council with a copy of any map or plan made by them of such works with any corrections alterations and additions thereto:

(6) If under the powers of this Act the Company construct any new entrance to or exit from any of their now existing station buildings in any part of the county or construct any new station the entrance to and exit from such existing station buildings or the entrance to or exit from the buildings for such new station (as the case may be) shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in the adjoining streets and before such new entrance or exit or such new station (as the case may be) are commenced plans thereof at street level shall be submitted to the Council and in default of agreement the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers:

(7) Section 55 of the Act of 1910 shall apply to Railways Nos. 1 and 2 by this Act authorised as if such railways had been included in the expression "the railway" used in that section and the Fifth Schedule of the said Act shall be read and construed with the following alterations and additions (that is to say):—

For the purposes of Parts 1 and 2 of the said schedule any station constructed in connexion with Railway No. 2 shall be deemed to have been a station on the railways of the Baker Street Company and any station to be constructed in connexion with Railway No. 1 shall be deemed to have been a station on the railways of the Charing Cross Company as respectively existing immediately before the passing of the Act of 1910;

For the purposes of Part 4 of the said schedule any fares applying to Charing Cross Station shall

be deemed to apply to any station constructed by the Company in connexion with Railway No. 1;

For the purposes of Parts 5 and 6 of the said schedule any fares applying to Edgware Road Station shall be deemed to apply to any station constructed by the Company in connexion with Railway No. 2.

For protection of Metropolitan Water Board.

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

(1) The provisions contained in section 67 (the marginal note of which is "General provisions for protection of water gas hydraulic power and telephone companies") of the Act of 1902 as extended and applied to the works by this Act authorised shall be read and have effect as if the board were a "protected company" within the meaning of the said section:

(2) Subsections (1) and (2) of the said section as extended and applied to the board by this section shall be read and have effect as if twenty-eight and fourteen days respectively were inserted therein instead of fourteen and seven days respectively.

For protection of Westminster City Council.

30. For the protection of the council of the city of Westminster (in this section called "the city council") the following provisions with reference to Railway No. 1 and other works by this Act authorised as will be made in the city of Westminster (in this section called "the city") shall notwithstanding anything in this Act contained or shown on the aforesaid plans and sections apply and have effect:—

(1) Except as herein-after provided the Company shall not break up or disturb the surface of any street or road for the purpose of constructing Railway No. 1 and other works by this Act authorised nor open or make any ventilators air shafts or other similar openings in any roadway or footway but nothing herein contained shall restrict the right of the Company to the use of the streets or roads for purposes of ordinary traffic or of access to or in connexion with any of their lands or buildings or take away or diminish any rights which they would

A.D. 1911.

have as owners or occupiers of lands or buildings abutting upon any street or road Provided always that subject to the provisions of this Act the Company for the purpose of constructing and maintaining Railway No. 1 and other works by this Act authorised may enter upon and open up the surface of the roadways and footways of Villiers Street Northumberland Avenue and the street on the northern side of and abutting on the Charing Cross Station of the District Company and the depôt of the London County Council within the limits of deviation of Railway No. 1 shown on the deposited plans Provided that the Company shall not under the powers of this Act enter upon or open up any part of the surface of any of the said streets except upon such conditions as the city council may reasonably impose and under the control and superintendence of the said city council and the Company shall give to the said city council not less than one month's previous notice in writing of their intention to enter upon and open up the surface of any such street:

(2) The Company shall not deposit any subsoil or materials anywhere within the city so as to cause any nuisance or obstruction to any person using the streets roads or footways within the city and if the Company their contractors servants or agents commit any breach of this subsection they shall be liable to a penalty not exceeding forty shillings for each offence:

(3) It shall not be lawful for the Company to remove any soil or material from under any roadway or footway within the city except such as may be excavated from the space to be occupied by Railway No. 1 and other works by this Act authorised:

(4) Where any part of any roadway or footway within the city shall have been broken up or disturbed by the Company the Company shall make good the surface of such roadway or footway to the reasonable satisfaction of the city engineer:

(5) Railway No. 1 and other works shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets

within the city but also any steam roller or other apparatus that the city council or its contractors for the time being may use for repairing the streets or roadways under its control and the Company shall indemnify the city council against and make good to it all costs and expenses that the city council may incur or be put to by reason of any defect or insufficiency in strength of Railway No. 1 and other works and any neglect to properly and effectually maintain the same as aforesaid or in the construction or user of Railway No. 1 or other works:

(6) The Company shall make full compensation to the city council for any subsidence of or damage to any roadway footway sewer drain or other work vested in or under the jurisdiction or control of the city council which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works by the Company or at any time thereafter:

(7) It shall not be lawful for the Company to place any hoarding in any part of any public footway in the city except in such position and of such extent as shall be agreed with the city engineer or failing agreement determined by arbitration and for such periods as shall be reasonably necessary for carrying out the works by this Act authorised and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 and the London Building Act 1894 (Local) and any Act or Acts amending the same:

(8) It shall be lawful for the city engineer from time to time during the construction of the works to enter upon and inspect any works of the Company in the city and if he shall be of opinion that the construction of the works or other operations of the Company within the city are attended with danger to any sewer drain or work belonging to or under the jurisdiction and control of the city council the Company shall adopt such measures and precautions as may be considered necessary by the city engineer for the purpose of preventing any damage or injury thereto:

A.D. 1911.

(9) If any difference shall arise between the city council or their engineer and the Company under any of the provisions of this section such difference shall (unless otherwise herein provided) be referred to an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

For protection of Paddington estate.

31. For the protection of the trustees of the Paddington estate the following provisions shall have effect:—

(A) In this section the expression "the Paddington estate" shall mean the hereditaments now and any hereditaments for the time being comprised in or subject to an indenture of lease dated the second day of July 1896 and made between the Ecclesiastical Commissioners of the one part and John Cavendish Orred Walter Morshead and George Tournay Biddulph of the other part or in any renewal thereof and the expression "trustee lessees" shall mean the persons for the time being entitled as lessees under the said lease or any renewal thereof:

(B) The purchase money payable in respect of the interest of the trustee lessees in any part of or interest in the Paddington estate acquired or to be acquired by the Company under this Act shall be paid by the Company into the Bank of England to the credit of the Paymaster-General for and on behalf of the Supreme Court of Judicature to an account to be entitled "In the matter of the Baker Street and "Waterloo Railway Act 1900 the account of trustee "lessees of the Paddington estate proceeds of sale of "the trustee lessees interest" and it shall be lawful for the said Court upon the application of the trustee lessees to order the said sum or any part thereof to be paid out to the trustee lessees to be applied by them in or towards the discharge of any costs connected with this Act or incident to any proceedings having reference to this Act or of any incumbrances upon the Paddington estate (but not so as to discharge the Ecclesiastical Commissioners from any then existing liability in respect of any

such incumbrances) or in or towards laying out any part of the Paddington estate for building purposes or to or for such other purposes for the benefit of the Paddington estate and of the interest of the trustee lessees therein or in payment of such costs charges or expenses connected therewith as the said Court shall think fit and it shall be lawful for the said Court upon the application of the trustee lessees to make any order for the investment of the said fund or any part thereof or for payment of the income thereof and any such order may be made either without the consent of any beneficiaries or with such consents as the said Court may require:

(C) The Company shall not exhibit any advertisements visible from without on any part of the Paddington estate except the usual advertisement of the name of a railway station and of matters relating to the traffic of or upon their railway upon the façade of such station:

(D) The Company shall not except for temporary lights during construction of the works use any large arc lights or flare lamps which may be or shall in the opinion of the surveyor of the Ecclesiastical Commissioners or trustee lessees be likely to be an annoyance to occupiers of any part of the Paddington estate or be likely to tend to depreciate the value of any part of the Paddington estate for residential purposes:

(E) If any difference shall arise between the Ecclesiastical Commissioners and the trustee lessees or their respective surveyors and the Company under or in respect of any of the provisions in this section herein-before contained such difference shall be referred to an architect to be appointed on the application of either party by the President of the Royal Institution of British Architects and the Arbitration Act 1889 shall apply to such reference.

For protection of Alliance Economic Investment Company Limited.

32. For the protection of the Alliance Economic Investment Company Limited (in this section called "the Alliance Company") the following provisions shall unless otherwise agreed in writing between the Alliance Company and the Company apply and have effect in addition to any other pro-

A.D. 1911.

visions contained in this Act or incorporated therewith (that is to say):—

(1) In the execution of the railways and works by this Act authorised where the same will be situate under the premises of the Alliance Company numbered on the deposited plans 77 80 to 85 87 to 101 and 106 in the parish and metropolitan borough of Paddington the Company notwithstanding anything in this Act contained shall not deviate vertically in an upward direction from the levels thereof marked on the deposited sections more than five feet:

(2) Any engineer appointed by the Alliance Company may inspect the works by this Act authorised within 100 feet from any part of the said premises during construction and the Company shall give such engineer all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to the said premises the Company shall adopt such reasonable precautions as may be considered necessary for the purpose of preventing damage or injury to the said premises Any difference which may arise between the Company and the Alliance Company under this subsection shall be determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889:

(3) The fact that any work or thing has been executed or done in accordance with any requirement of the Alliance Company or under the supervision of their engineer shall not relieve the Company of any liability for injury or damage caused to the premises of the Alliance Company or affect any claim by the Alliance Company in that respect.

For protection of Grand Junction Canal Company.

33. Whereas Railway No. 2 by this Act authorised (herein-after in this section referred to as "the railway") is intended to pass under the Paddington Basin (in this section called "the basin") and other property of the Company of Proprietors of the Grand Junction Canal (herein-after in this section referred

to as "the canal company") in the parish and metropolitan borough of Paddington Therefore the following provisions for the protection of the canal company shall apply and have effect unless otherwise agreed between the Company and the canal company (that is to say):—

(1) The Company shall not in constructing the railway under the basin or other property of the canal company deviate from the centre line thereof as shown on the deposited plans to a greater extent than twenty-five feet:

(2) No part of the tunnels of the railway or of any of the works thereof shall where situate under the basin or the dock leading therefrom into the premises known as No. 4 Wharf Irongate Wharf Road be at a less depth than sixty feet below the weir level of the basin or where situate under other property of the canal company (except in the case of the shafts and other works referred to in subsection (5) of this section) be at a less depth than fifty feet below the surface of the ground:

(3) The Company shall not (except as herein-after provided) enter upon take use or interfere with either temporarily or permanently the surface or subsoil of any part of the basin or other property of the canal company without the consent in writing of the canal company under their common seal:

(4) Notwithstanding the foregoing provisions of this section the Company may purchase and the canal company shall sell such an easement under the basin and other property of the canal company as may be necessary for constructing maintaining and using the railway in accordance with and subject to the provisions of this Act and the consideration to be paid for the acquisition of such easement shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase or taking of land otherwise than by agreement:

(5) Notwithstanding as aforesaid the Company may subject to the terms and conditions and to payment of the consideration herein-after referred to occupy and use temporarily during the construction of the railway but not in any event for a period exceeding three

A.D. 1911.

years from the commencement of the construction of the railway except with the consent of the canal company the said property of the canal company known as No. 4 Wharf Irongate Wharf Road numbered on the deposited plans 38 to 43 and 45 to 47 all inclusive and may construct a shaft and other works thereon and thereunder for the purposes of the construction of the railway The terms and conditions on which the Company may occupy and use the said property for the purposes aforesaid and the consideration to be paid to the canal company by the Company by way of rent or otherwise for such occupation and use shall be such as shall be agreed upon between the Company and the canal company or failing agreement as shall be settled by arbitration in manner provided by subsection (18) of this section for the settlement of the disputes mentioned in that subsection and the Company shall not be entitled to enter upon or use the said land until such terms conditions and consideration have been so agreed or settled:

(6) The construction of the railway and of the works connected therewith under on or otherwise affecting the basin or other property of the canal company and all future alterations repairs and renewals of the railway and works aforesaid shall be executed in accordance with plans sections and specifications submitted to and approved by the engineer of the canal company previously to the commencement of the work to which the same relate and shall be carried on and completed under the supervision and to the reasonable satisfaction of such engineer who shall be entitled to inspect such portion of the railway and works of the Company as aforesaid at all reasonable times both during the construction and after the completion thereof and during any alteration repairs or renewal thereof the Company shall furnish such engineer with such information as he may reasonably require with regard to the railway and works and the dimensions strength and description of the materials used or to be used in the construction of the railway and works aforesaid or in any alterations repairs or renewals thereof:

(7) The railway and other works of the Company under on or otherwise affecting the basin or other property of the canal company shall be maintained at all times in good and substantial repair by and at the expense of the Company :

(8) If the strata through which the railway is constructed are water-bearing the engineer of the canal company may at any time if in his opinion it shall be necessary for the security of the basin require the whole or any part of the railway and works of the Company (other than the construction shaft above referred to) under or within one hundred lineal feet on either side of the basin to be constructed under compressed air and in case of difference between the Company and the canal company as to the reasonableness of such requirement the Company shall upon being required by such engineer stop the construction of so much of the railway as shall be situate under the basin or within the distance aforesaid on either side thereof pending the decision of an arbitrator to be appointed as herein-after provided ;

(9) If at any time the engineer of the canal company shall be of opinion that the construction maintenance or use of the railway or works of the Company or the operations of the Company in connexion therewith are or may be attended with danger to the basin or other property of the canal company the Company shall forthwith execute at their expense such further works or adopt such additional measures or precautions as the said engineer may reasonably require for the purpose of preventing damage to the basin or other property of the canal company and if any question shall arise under this subsection the same shall be settled by arbitration in manner herein-after provided :

(10) The railway and works of the Company where situate under the basin or other property of the canal company shall be constructed of suitable design and of adequate strength to bear the weight of any buildings or other works (including a railway and works connected therewith) that may hereafter be constructed on or under the basin or other property of the canal company And in the event of any additional expense

A.D. 1911.

being caused to the canal company or their successors in title in the construction of such buildings or other works (including as aforesaid) owing to the existence of the works of the Company such additional expense shall be borne by the Company:

(11) The construction of the railway and other works of the Company under the property of the canal company and all alterations repairs and renewals thereof shall be carried out and executed without altering or interfering (except as herein-before provided) with the basin or property of the canal company and in such a manner as not to occasion any damage or injury to the basin or such property or any leakage or loss of water from the basin or any interruption to or interference with the conduct of traffic thereon or on the canal of the canal company or the adjoining wharves and property of the canal company either during the construction or after the completion of such works:

(12) The Company shall during the construction of the railway and works of the Company under the basin and other property of the canal company or the execution of any alterations repairs or renewals thereof bear and upon demand pay to the canal company the reasonable costs charges and expenses of their engineer and his assistants and of the employment of a sufficient number of inspectors or watchmen to be appointed by the canal company for watching the basin and other property of the canal company with reference to the execution of the works of the Company and for preventing so far as may be any damage obstruction or danger to the basin and other property of the canal company from any of the operations of the Company or from any acts or defaults of their contractors or of any person or persons in the employment of the Company or otherwise:

(13) The construction of the railway and works of the Company under the basin and other property of the canal company shall be completed within three years from the date on which the same are commenced:

(14) If by reason or in consequence of the construction use alteration repair or renewal of the railway or works

of the Company or the failure or want of repair thereof any damage or injury to the basin or other property of the canal company (other than the property which under the provisions of this section the Company are authorised to occupy and use temporarily) or any leakage or loss of water from the basin or any interruption to or interference with the conduct of the traffic on the basin or on the canal of the canal company or on the adjoining wharves or property of the canal company shall at any time be occasioned or arise the Company shall forthwith restore the basin and other property of the canal company to the same state and condition as before the happening of such damage or injury or stop or prevent such leakage or loss or further leakage or loss of water or remove the cause of such interruption or interference as the case may require and take all steps necessary to prevent the recurrence of such damage injury leakage loss interruption or interference under the supervision and to the reasonable satisfaction of the engineer of the canal company and in case of default by the Company in so doing after notice in writing from the canal company or their engineer or in cases of emergency it shall be lawful for the canal company to do the same and to take all reasonable steps which they may consider necessary to prevent the recurrence of such damage injury leakage loss interruption or interference as the case may be and the expense incurred by them in so doing shall on demand be paid by the Company to the canal company:

(15) The Company shall indemnify and hold harmless the canal company from all claims and demands upon or against them by reason of the construction failure working or user of the railway and other works of the Company connected therewith or by reason of any act or omission of the Company their contractors agents workmen or servants:

(16) In addition to the provisions in this section contained the canal company shall be entitled to the benefit of any general provisions contained in or incorporated with this Act relating to damage resulting from the construction working or user of the railway and works of the Company:

A.D. 1911.

(17) The fact that any work or thing has been executed or done in accordance with a plan approved or not objected to by the canal company or with any requirement of the canal company or under the supervision or to the satisfaction of the engineer of the canal company or in accordance with any direction or award of an arbitrator shall not relieve the Company from liability for damage caused to the basin or other property of the canal company or affect any claim competent to the canal company under this Act:

(18) If any difference whatsoever shall arise between the Company and the canal company or between their respective engineers or otherwise under any of the provisions of this section such difference shall be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either the Company or the canal company and the Arbitration Act 1889 shall apply to such arbitration.

For protection of South Eastern Railway Company and South Eastern and Chatham Railway Companies' Managing Committee.

34. For the protection of the South Eastern Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee (herein-after referred to as "the railway company") the following provisions shall unless otherwise agreed between the Company and the railway company apply and have effect (that is to say):—

(1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not without the previous consent in writing of the railway company under their common seal enter upon take use or in any way alter or interfere with either temporarily or permanently any lands or property of the railway company but the Company may purchase and take and the railway company shall and they are hereby authorised to sell and grant accordingly an easement under or right of using so much of the subsoil of any lands and property of the railway company as may be required by the Company for the purposes of this Act The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

(2) Notwithstanding anything shown upon the deposited plans and sections the construction of Railway No. 1 by this Act authorised (herein-after in this section referred to as "the said railway") shall be carried out in accordance with the plan signed by Harley Hugh Dalrymple-Hay on behalf of the Company and Percy Crosland Tempest on behalf of the railway company (which plan is herein-after called "the signed plan") and also in accordance with and subject to the terms and conditions herein-after contained and all works in connexion therewith shall be carried out under the supervision and to the reasonable satisfaction of the engineer of the railway company and at the costs charges and expenses in all respects including supervision of the Company:

(3) If it shall at any time appear to the engineer of the railway company either during the construction or after the completion of the said railway that any further or other works or appliances are required either by way of underpinning any property belonging to the railway company or by way of addition to the existing works of the railway company or in connexion with the works of the said railway so as to prevent injury happening to the railway and property of the railway company owing to or in consequence of the execution of the said railway the Company shall on being thereunto required in writing under the hand of the engineer of the railway company make and execute such works as the said engineer shall reasonably require:

(4) The Company shall construct and at all times maintain the said railway and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the railway company and also any further works which may be constructed under the provisions of the last preceding subsection in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the railway company and so as to leave undisturbed at all times the railway property and works of the railway company and if and whenever the Company fail so to

A.D. 1911.

do after fourteen days' notice in writing to be given by the railway company to the Company the railway company may make and do in and upon as well the lands and railway of the Company as their own lands all such works and things as the railway company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company:

(5) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the railway company all costs charges losses damages and expenses which may be occasioned to the railway hotel works lands or property of the railway company and to any future works buildings or appliances which may be executed by the railway company and to any person or persons using the said railway hotel works lands or property and the said future works buildings or appliances which may be executed by the railway company by reason of the construction or failure of the said railway or of any act or omission of the Company or of any person or persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such execution failure or omission or in respect of any damage caused to the premises of any lessees or tenants of the railway company:

(6) The Company shall not in making and maintaining the said railway and works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway of the railway company or any traffic thereon or with the access to their hotel station or property or to the premises of any lessees or tenants of the railway company and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the railway company or any traffic thereon or the access to the said hotel station property or premises shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the railway company their lessees or tenants

all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption or interference:

(7) The Company shall execute all protective works within the powers of the Company and take such other precautions (including the use of compressed air and grouting with approved Portland cement) as shall be reasonably necessary for ensuring the safety of the railway of the railway company their hotel station works and other property and such protective works when commenced shall be proceeded with without cessation:

(8) During the construction of the said railway so far as the same affects the railway hotel or property of the railway company the Company shall bear and on demand pay to the railway company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their railway station hotel and other works and conveniences connected therewith and their said lands or property with reference to and during the execution of the said railway and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:

(9) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or to be used on the railway of the railway company or with the currents in such circuits Provided that as regards electric circuits erected or laid down on the railway of the railway company after the construction of the works of the Company this subsection shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company:

A.D. 1911.

(10) The agreement made the fourteenth day of July one thousand nine hundred and nine between the District Company of the first part the Company of the second part and the South Eastern Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee of the third part is hereby cancelled and shall be treated as never having had effect as between the respective parties thereto:

(11) The Company shall not oppose any Bill for an Act promoted by the railway company for any extension of time or revival of powers for the construction of railway widening Nos. 1 and 2 authorised by the South Eastern and London Chatham and Dover Railway Companies Act 1900 except so far as may be necessary for obtaining clauses for reasonably protecting the works of the Company but such clauses shall not involve any modification of the rights and obligations of the railway company and the Company under this section:

(12) The Company and the railway company may enter into and carry into effect agreements as to any of the works and matters referred to in this section or shown on the signed plan or as to any of the other provisions of this Act:

(13) If any difference whatsoever shall arise between the Company and the railway company touching this section or anything to be done or not to be done thereunder the same shall except as otherwise provided be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply.

For protection of Great Western Railway Company.

35. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the Great Western Railway Company (herein-after called "the Great Western Company") shall unless otherwise agreed between the Great Western Company and the Company in writing apply and have effect:—

(1) Railway No. 2 by this Act authorised where it is intended to be constructed on or adjoining the railway lands and property belonging or leased to the Great Western Company and the subways and approaches thereto

shall be constructed approximately in the position and manner shown on the plan signed by Harley Hugh Dalrymple-Hay on behalf of the Company and William Wylie Grierson on behalf of the Great Western Company Provided always that the Great Western Company may at any time before the construction of the said subways and approaches alter the position and character thereof:

(2) The Company shall not deviate vertically from the level shown on the deposited sections to a greater extent than five feet without the consent in writing of the engineer of the Great Western Company (hereinafter called "the engineer") and the Company shall not construct any break-up immediately under any roof column or other support:

(3) The Company shall not without in every case the previous consent of the Great Western Company in writing under their common seal take use or enter upon or interfere with any land railway station siding or other work belonging or leased to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining Railway No. 2 (which expression shall for the purposes of this section include the subways and works connected with and incidental to the said railway) in on or under any property of the Great Western Company as the same is according to this Act to be constructed:

(4) With respect to any land belonging or leased to or used by the Great Western Company which the Company are by this Act authorised to take use enter upon or interfere with for the purposes of Railway No. 2 the Company shall not purchase or take the same but the Company may purchase and take and the Great Western Company shall and they are hereby authorised to sell and grant accordingly so far as their interest in the said lands extends 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:

(5) Except for the purpose of constructing the said subways and the approaches thereto and the booking hall chamber the Company shall not enter upon or use

A.D. 1911.

the surface of the railway lands and property belonging or leased to the Great Western Company nor shall they convey any materials obtained from or required in the construction of the works of the Company over any of the approach roads to Paddington Station:

(6) Where any portion of Railway No. 2 will be constructed under or upon or will otherwise interfere with any land railway station siding or other work belonging or leased to the Great Western Company the same shall be constructed according to plans sections drawings and specifications to be previously to the commencement of the work submitted to and reasonably approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as herein-after provided The said portion of Railway No. 2 shall be constructed and for ever thereafter maintained by the Company according to the plans sections drawings and specifications so approved under the supervision of the engineer and to his reasonable satisfaction Provided always that if the Great Western Company so elect they may themselves construct and maintain at the expense of the Company the subways and approaches thereto from Paddington Station:

(7) The approval by the engineer of any plans sections drawings or specifications or the supervision of any works by the engineer shall not exonerate the Company from any liability for damage caused to the Great Western Company's railway railway station works roofs buildings or other property or affect any claim by the Great Western Company for injuries caused to the Great Western Company's railway railway stations works roofs and buildings:

(8) The Company shall give to the Great Western Company twenty-eight days' previous notice in writing before commencing Railway No. 2 or (except in case of emergency) any repairs to any such works where the same will be made on or under or within fifty yards of any land railway station siding or other work belonging or leased to the Great Western Company In case of emergency the Company shall

give to the Great Western Company the longest notice which they can reasonably give having regard to the urgency of the repairs:

(9) In the execution of Railway No. 2 the Company shall not in any manner obstruct or interfere with the free uninterrupted and safe user of any railway station siding or other work belonging or leased to the Great Western Company and shall not disturb the soil under or within fifty yards of any land railway station siding or other work of the Great Western Company except so far as shall be absolutely necessary for the execution of the works of the Company:

(10) The engineer and his duly appointed assistants shall have access at all reasonable times to Railway No. 2 for the purpose of inspecting the same and the Company shall bear and on demand pay to the Great Western Company the reasonable expense (including compensation payable to any workmen or their legal representatives or dependants who may be injured or killed whilst employed by the Great Western Company in and about such work) of the employment by that Company during the execution by the Company of Railway No. 2 or under or within fifty yards of or otherwise affecting any railway station siding or other work belonging or leased to the Great Western Company of a sufficient number of inspectors and watchmen to be appointed by the Great Western Company for supervising the works of the Company and for watching the works of the Great Western Company with reference to and during the execution of any such works of the Company:

(11) The Company shall if and when reasonably necessary underpin the stations railways buildings roof and works of the Great Western Company where the same are over or affected by Railway No. 2 and execute such other works for the protection of such stations railways buildings roofs and works as may be reasonably required by the engineer and the Company shall continue such underpinning or other works when commenced without cessation:

(12) If before or during the construction of any works of the Company the engineer shall be of opinion that such

A.D. 1911.

works are or will be a source of danger to any railway station siding roof buildings or other work belonging or leased to the Great Western Company and shall give the Company notice in writing to that effect the Company shall not proceed with the construction of any such works until the engineer or in case of difference between him and the engineer of the Company such arbitrator as herein-after mentioned shall have approved plans sections drawings and specifications of such alterations in or additions to such works as the engineer or in case of difference between him and the engineer of the Company an arbitrator to be appointed as herein-after provided may deem necessary for the protection of any such railway station siding roof building or other work of the Great Western Company:

(13) The Company shall bear and on demand pay to the Great Western Company the reasonable cost of all alterations and additions of every kind to any railway stations signals approach roads bridges roofs buildings or works of the Great Western Company rendered necessary by or any increased cost of maintaining their railway and works by reason of the construction of Railway No. 2 or the works connected therewith and also any other expenditure reasonably and properly incurred by the Great Western Company in connexion with such alterations and additions (including such compensation to workmen and their legal representatives or dependants as aforesaid):

(14) 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 otherwise any railway station siding or other work belonging or leased to the Great Western Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company to the satisfaction of the engineer or in the event of their failing so to do then the Great Western Company may make good the same and the expenses thereof (including such compensation to workmen or their legal representatives or dependants as aforesaid) as certified by the engineer shall be

repaid to the Great Western Company by the Company on demand And the Company shall be responsible for and make good to the Great Western Company or any other companies using their railway all costs losses damages or expenses which may be occasioned to them by 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 their contractors or any person in the employ of the Company or their contractors and the approval by the engineer of plans sections drawings and specifications shall not nor shall any requisition made by him relieve the Company from any liability:

(15) The Company shall at all times maintain Railway No. 2 where the same will be constructed on or under or within fifty yards of or will otherwise affect any land railway station siding or other work belonging or leased to the Great Western Company in substantial repair and good order and condition to the satisfaction of the engineer and if and whenever the Company fail so to do the Great Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Great Western Company may reasonably think requisite in that behalf and the sum from time to time certified by the engineer to be the reasonable amount of such expenditure (including such compensation to workmen or their legal representatives or dependants as aforesaid) or in case of difference determined by an arbitrator to be appointed as hereinafter provided shall be repaid to the Great Western Company by the Company:

(16) The Company shall be entitled to use any bridge approach or part of any station of the Great Western Company necessary for the purpose of getting reasonably convenient access to or from any subway shaft lift stairs escalators or approaches constructed pursuant to this section in connexion with any station of the Company and the bridge approach or part of any station so to be used and the extent terms and conditions of such user and the rent or

A.D. 1911.

other consideration (if any) to be paid by the Company for the same shall unless agreed on between the two companies be settled by arbitration:

(17) The Company shall not without the consent of the Great Western Company in writing under their common seal generate electricity on any lands which they are by this Act authorised to acquire and which are situate within fifty yards of any land railway station siding or other work belonging or leased to or worked by the Great Western Company:

(18) If at any time hereafter the Great Western Company shall widen deepen alter or extend their Paddington Railway Station or works connected therewith the Company shall give to that company all proper and reasonable facilities for that purpose free of cost so long as such facilities do not impose any additional expense on the Company If the Great Western Company shall for the purposes of such widening deepening alteration or extension require to vary the position of the said subways and approaches thereto from the said Paddington Station they shall be at liberty so to do on providing equally suitable subways and approaches but the Great Western Company shall not in so doing unreasonably interfere with or impede the traffic of the Company:

(19) Any question which may arise under this section or as to the reasonableness of any requirement by the Great Western Company or their engineer shall be settled by arbitration by an engineer or other fit person to be appointed by the President for the time being of the Institution of Civil Engineers on the application of the Great Western Company and the Company or either of them and the Arbitration Act 1889 shall apply to such arbitration.

For protection of Metropolitan District Railway Company.

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

(1) The Company shall not except with the previous consent of the District Company under their common seal enter upon or in any way interfere with the railway

or the Charing Cross Station or any other works of the District Company nor shall they without the like consent of the District Company purchase or acquire any lands or property of the District Company but the Company may construct and execute Railway No. 1 and the works and conveniences connected therewith subject to the reasonable approval of the District Company so far as such railway works and conveniences are in on under or upon property of the District Company and the Company may purchase or acquire and the District Company shall sell an easement or right of so constructing and of maintaining and using such railway works and conveniences on in under or upon the lands and property of the District Company:

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

For protection of Croydon Corporation.

37. Except with the previous consent in writing of the mayor aldermen and burgesses of the county borough of Croydon (in this section called "the Croydon Corporation") under their corporate seal no electrical energy shall under the powers of this Act be supplied or agreed to be supplied by the Company for use or to be used upon such of the tramways or light railways mentioned in subsection (8) of section 35 of the Croydon and District Electric Tramways Act 1902 as extended by section 13 of the Croydon and District Electric Tramways (Extensions) Act 1903 as the Croydon Corporation are by that subsection as

A.D. 1911.

extended as aforesaid empowered to supply with electrical energy.

Reservation to Metropolitan Railway Company in respect of agreement with Great Western Railway Company.

38. Nothing in this Act contained shall prejudice or affect the right of the Metropolitan Railway Company to claim that the promotion of Railway No. 2 by this Act authorised is a breach of the provisions of the agreement dated 14th January 1865 and made between the Great Western Railway Company and the Metropolitan Railway Company and scheduled to and confirmed by the Great Western Railway (Additional Powers) Act 1865 and if such claim be established to recover from the Great Western Railway Company damages in respect thereof.

For protection of Metropolitan Railway Company.

39. For the protection of the Metropolitan Railway Company (in this section called "the Metropolitan Company") the following provisions shall unless otherwise agreed between the Metropolitan Company and the Company be observed and have effect (that is to say):—

(1) In this section the expression "the Paddington (Praed Street) Station" means the Paddington (Praed Street) Station of the Metropolitan Company and the expressions "the railway by this Act authorised" and "the railway and works by this Act authorised" respectively mean Railway No. 2 by this Act authorised or Railway No. 2 by this Act authorised and the works connected therewith:

(2) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not purchase or enter upon take use or interfere with either permanently or temporarily the railway of the Metropolitan Company or the Paddington (Praed Street) Station or any of the lands works or property now vested in the Metropolitan Company without the consent in writing of the Metropolitan Company under their common seal but the Company may purchase and take and the Metropolitan Company shall sell and grant accordingly so far as their interest in the said lands extends an easement or right of constructing maintaining and using the railway and works by this Act authorised subject to and in accordance with the provisions of this section:

(3) The Company shall pay to the Metropolitan Company for the easement or right which they may acquire under the provisions of this section such consideration

as may be agreed upon or as may be fixed in the event of difference by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation :

(4) The Company shall twenty-eight days before they commence the construction of any part of the railway by this Act authorised which shall or may pass under or be within a distance of one hundred lineal feet of the railway of the Metropolitan Company or the Paddington (Praed Street) Station furnish to the Metropolitan Company proper and sufficient plans sections and specifications of the works proposed to be made by the Company under the said railway or station or within a distance of one hundred lineal feet thereof and such plans sections and specifications shall so far as they relate to or affect the property of the Metropolitan Railway Company be settled and agreed upon between the respective engineers of the Company and the Metropolitan Company or in case of their failing so to agree within such twenty-eight days or of any difference arising between them the same shall be determined by arbitration as herein-after provided and such works shall be carried into effect only in accordance with such agreement or determination and under the supervision and to the reasonable satisfaction of the engineer of the Metropolitan Company and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with as far as may be without cessation :

(5) The railway and works by this Act authorised shall be so constructed that the rail level of the portion thereof between the Grand Junction Canal and the west side of Cambridge Place shall not be higher than that shown on the deposited section and that the extrados of the tunnels in or under the place and premises No. 128 on the deposited plan shall not be less than twenty-eight feet below the existing rail level of the Metropolitan Railway at the same place :

(6) For the security of the Paddington (Praed Street) Station and the railway and other property of the Metropolitan Company the railway of the Company by this Act authorised under or within one hundred lineal feet

A.D. 1911.

of the railway of the Metropolitan Company and the abutments and works connected therewith shall if in waterbearing strata be constructed under compressed air:

(7) The works of the Company by this Act authorised where the same pass under or within ten yards on either side of the railway of the Metropolitan Company and the abutments and works connected therewith shall be so constructed as to be of adequate strength and suitable design to bear the weight of a deep level double line of railway of the Metropolitan Company below their existing line and in the event of any extra cost being involved to the Metropolitan Company in the construction of such deep level railway owing to the presence of the works of the Company such extra costs shall be borne by the Company:

(8) The Company shall not either directly or indirectly oppose the granting of parliamentary powers to the Metropolitan Company for the construction of such deep level railway below and in the line of their existing railway except for the purposes of obtaining a protective works clause:

(9) The Company shall at all times maintain the railway and works by this Act authorised so far as the same affect the Metropolitan Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Metropolitan Company and if and whenever the Company fail so to do the Metropolitan Company may after forty-eight hours' notice to the Company (which notice shall not be necessary in case of emergency) make and do in and upon as well the lands or property of the Company as their own lands all such works and things as the Metropolitan Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company Provided always that in the event of any difference between the engineer of the Company and the engineer of the Metropolitan Company as to the amount of such

expenditure the same shall be determined by arbitration in manner herein-after provided The engineer of the Metropolitan Company and his duly authorised assistants shall at all reasonable times have free access (at their own risk as to accidents) to the railway by this Act authorised and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect or want of repair shall immediately or as soon as possible be complied with by the Company :

(10) If during and by the execution of the works by this Act authorised the railway of the Metropolitan Company and Paddington (Praed Street) Station or other property of the Metropolitan 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 the Metropolitan Company may make good the same and recover the costs thereof against the Company and the Company shall if necessary and required by the Metropolitan Company underpin the railway the Paddington (Praed Street) Station and other property of the Metropolitan Company and execute such other protective works as their engineer shall reasonably require for ensuring the safety of such railway and station and other property of the Metropolitan Company :

(11) The Company shall not in making and maintaining or working or using the railway and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Metropolitan Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the Metropolitan Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Metropolitan Company for each such obstruction one hundred pounds by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue and so in proportion for any period of less than one hour :

A.D. 1911.

(12) All reasonable fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company who during the construction renewal or repair of the railway and works by this Act authorised under and adjacent to the Paddington (Praed Street) Station and railway and other property of the Metropolitan Company shall bear and on demand shall pay to the Metropolitan Company the reasonable costs charges and expenses of their engineer and assistants and the expense of the employment by the Metropolitan Company of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Company or from the acts or defaults of their contractors or of any person in their employ or otherwise:

(13) If at any time the engineer of the Metropolitan Company shall be of opinion that the construction or maintenance of the works or other operations of the Company are or may be attended with danger to any portion of the Metropolitan Railway or of the Paddington (Praed Street) Station or other property of the Metropolitan Company the Company shall forthwith adopt such additional measures and precautions as the engineer of the Metropolitan Company may consider reasonably necessary for the purpose of preventing damage or injury thereto:

(14) In the event of the Metropolitan Company desiring to alter or extend their railway or their existing station at Paddington (Praed Street) the Company shall give to the Metropolitan Company every reasonable facility for the execution of such alteration or extension:

(15) The Company shall so construct their electric circuits and other works of all descriptions and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or intended to be used

on the railway of the Metropolitan Company or with the currents in such circuits Provided that as regards electric circuits erected or laid down on the railway of the Metropolitan Company after the construction of the works of the Company this subsection shall only apply if reasonable and proper precautions have been taken in the erection or laying down of such circuits and if they have not been erected or laid down in unreasonably close proximity to the railway or works of the Company:

(16) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Metropolitan Company all costs losses damages and expenses which may be occasioned to the Metropolitan Company or to any of their works lands or property or to the traffic on their railway or otherwise by reason of the construction maintenance or failure of the railway and other works by this Act authorised 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 shall effectually indemnify and hold harmless the Metropolitan Company from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission:

(17) Nothing in this section contained shall render the Company liable to make compensation to the Metropolitan Company by reason of abstraction of traffic or competition:

(18) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the Metropolitan Company or with any requirement of the Metropolitan Company or under the supervision of their engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the Paddington (Praed Street) Station and the railway or other property of the Metropolitan Company or affect any claim by them for injury caused to their railway or the traffic thereon

A.D. 1911.

or demands of any other company or person using the same:

(19) In addition to the provisions in this section contained the Metropolitan Company shall be entitled to the benefit of any general provisions contained in or incorporated with this Act for the protection of owners of property in relation to damage resulting from the working and use of the railway and works by this Act authorised:

(20) Any question or difference which may arise between the Company and the Metropolitan Company as to any matters under or arising out of this section (other than subsection (3) thereof) or between their respective engineers as to the reasonableness of any requirement of the Metropolitan Company or of their engineer or otherwise shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such determination.

For protection of electric lighting companies.

40. The provisions contained in the said section 67 of the Act of 1902 as extended and applied by this Act to the railways and works by this Act authorised shall apply and extend to any undertakers under any Provisional Order granted under the Electric Lighting Acts 1882 and 1888 or under any Act of Parliament and for the purpose of the said section any such undertaker shall be deemed to be a "protected company" within the meaning of the said section.

PART III.

CAPITAL.

Power to raise additional capital.

41. The capital of the Company shall by virtue of this Act and without any further or other authority be increased by the creation of two hundred thousand pounds of "London Electric Railway four per centum preference stock" which shall rank for all purposes pari passu with the "London Electric Railway four per centum preference stock" created by the Act of 1910 and shall subject to the provisions of section 122 of the Companies Clauses Consolidation Act 1845 be entitled pari passu with such last-mentioned stock to receive out of the

profits of the Company which remain in each half-year ending on a thirtieth day of June or thirty-first day of December a fixed preferential dividend at the rate of four per centum per annum on the nominal value thereof.

Application of sections 14 and 16 of Act of 1910.

42. Section 14 (the marginal note of which is "Four per centum preference stock how transferable") and section 16 (the marginal note of which is "General meetings and right of voting") of the Act of 1910 shall extend and apply to the "London Electric Railway four per centum preference stock" created by this Act.

Power to borrow.

43.—(1) The Company may for the purposes of their undertaking borrow on mortgage of the undertaking any sums not exceeding in the whole two hundred thousand pounds by mortgaging or by the creation and issue of debenture stock carrying interest at the rate of four per centum per annum Such debenture stock shall be known as "London Electric Railway four per centum debenture stock" and shall with the interest thereon be entitled to the like charge as and rank pari passu in all respects with the "London Electric Railway four per centum debenture stock" referred to in section 17 (the marginal note of which is "As to debenture stock of Company") of the Act of 1910 and such debenture stock shall be subject to the provisions of the said section which shall apply thereto as fully as if the same were repeated in this Act with respect thereto and notice of subsection (5) of the said section shall be endorsed on all mortgages and certificates of "London Electric Railway four per centum debenture stock."

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

For appointment of a receiver.

44. Section 19 (the marginal note of which is "For appointment of a receiver") of the Act of 1910 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provision The mortgagees of the Company may enforce payment of arrears of interest or principal or

A.D. 1911.

principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

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

Receipt in case of persons not sui juris.

46. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardians or committee of his estate shall be a sufficient discharge to the Company.

Application of moneys.

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

Power to issue stock warrants and debenture stock certificates to bearer.

48.—(1) The Company may with respect to the whole or any portion of fully paid-up preference stock or debenture stock created or to be created by or under the provisions of this Act and subject to such regulations as may from time to time be made by the Company issue under their common seal warrants and certificates (herein-after severally referred to as a "stock warrant to bearer" and a "debenture stock certificate to bearer") stating that the bearer of the warrant or certificate is entitled to the preference stock or debenture stock as the case may be therein specified and may provide by coupons whether attached to the warrant or certificate or not for the payment of interest or dividends as the case may be on the preference stock or debenture stock included in the warrant or certificate.

(2) Nothing in this Act contained shall empower the Company to issue to the holder of any stock issued prior to the passing of this Act a stock warrant to bearer for stock last aforesaid held by him without first obtaining his consent or to issue to a registered holder of debenture stock issued prior to the passing of this Act a debenture stock certificate to bearer for the debenture stock last aforesaid held by him without first obtaining his consent in writing.

(3) Section 29 of the Companies Clauses Act 1863 shall not apply to a debenture stock certificate to bearer.

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

Part IV.

Miscellaneous.

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

49. The Company may acquire by agreement and hold for the purposes of their undertaking any interest less than the fee simple in any lands and in any easement under any lands which they are authorised to acquire under the powers of the London Electric Railway Acts 1893 to 1910 or under this Act.

As to buildings upon lands of Company.

50.—(1) Section 13 (the marginal note of which is "As to buildings upon lands of Company") of the Great Northern Piccadilly and Brompton Railway (Various Powers) Act 1903 and section 25 (the marginal note of which is "As to means of access to station buildings") of the Great Northern Piccadilly and Brompton Railway Act 1908 shall apply to any lands stations station buildings or sites for stations or station buildings which have been or may hereafter be acquired under the powers of the Charing Cross Euston and Hampstead Railway Acts 1893 to 1905 or under the provisions of this Act and to any buildings now or hereafter erected on or over any of such lands stations station buildings or sites and to any means of access to any buildings now or hereafter erected over or partly over such station buildings Provided always that this section shall not apply to the station of the Company beneath the forecourt of the South Eastern and Chatham Railway Company at Charing Cross or to the station of the Company beneath the junction of Oxford Street and Tottenham Court Road or to the station under London Street to be constructed under the provisions of this Act.

(2) The provisions of this section shall not except with the consent in writing of the District Company under their common seal apply to any station buildings belonging to the District Company and used jointly by the Company and the District Company.

A.D. 1911.

Power to Company and other companies as to supply &c. of electrical energy.

51.—(1) The Company on the one hand and—

(A) The London United Tramways Limited;

(B) The Metropolitan District Railway Company;
The Metropolitan Railway Company;
The London and South Western Railway Company;
The Whitechapel and Bow Railway Company;
The London Tilbury and Southend Railway Company;
The Wimbledon and Sutton Railway Company;
The Great Western and Metropolitan Railway Companies (for the purposes prescribed by section 38 of the Metropolitan District Railway Act 1910);
The Edgware and Hampstead Railway Company;
The Watford and Edgware Railway Company;
The Great Northern Railway Company;
The Central London Railway Company;
The City and South London Railway Company;
The Great Northern and City Railway Company;

(C) The London and North Western Railway Company;
The North London Railway Company;
And any other company owning or working railways or any company or person owning or working tramways over which railways or tramways or any part thereof and the railways of the Company or any part thereof through traffic is now carried or is authorised to be carried or with which the Company now have or are now authorised to form or construct a physical connexion interchange station or exchange passage or subway or whose railways or tramways the Company are now empowered or are under an obligation existing at the thirtieth day of November one thousand nine hundred and ten to furnish with a supply of electrical energy;

or any one or more of such companies or persons mentioned or included in (A) (B) or (C) of this subsection on the other hand may enter into and carry into effect agreements for the supply of electrical energy derived from the generating station at Lots Road Chelsea of the Underground Company (and the expression "the generating station at Lots Road Chelsea" means and includes the existing generating station at Lots Road Chelsea and any extensions that may be made thereto) for use by any such company or person on any part of the undertaking of any

such company or person Provided that with respect to any company or person not mentioned in (A) and (B) of this subsection such agreement or supply shall be only for traction purposes and for lighting vehicles propelled by such traction and where electrical energy is so supplied for traction purposes such electrical energy may also be used for working lifts and signalling apparatus and for lighting passenger or goods stations (not being stations within the county of London) situate on the railways or tramways of such company or person the traffic on which is worked by electrical energy so supplied but not otherwise:

Provided also that the Company shall not supply electrical energy for use on any tramway (other than the tramways of the London United Tramways Limited) except with the consent of any undertaker authorised to supply electrical energy to whom the Electric Lighting Act 1882 whether partially or wholly applies within whose area of supply such tramway or part thereof is situate and if in the opinion of the applicant for such consent the consent has been unreasonably refused or withheld such applicant may appeal to the Board of Trade and that Board may if in their opinion such consent has been unreasonably refused or withheld dispense with such consent:

Provided also that nothing in this subsection shall authorise the Company to supply electrical energy for the purpose of working any railway or tramway unless the company or person owning or working such railway or tramway is authorised by Act of Parliament or by an Order confirmed by or having the effect of an Act of Parliament to work such railway or tramway by electrical power.

(2) The Company may transform supply and transmit electrical energy by means of or through their electrical sub-stations railways cable subways cables and other works and may apply their funds and revenues for or in relation to all or any of the purposes of this section.

(3) The Company on the one hand and the Underground Company on the other hand may enter into and carry into effect agreements for the generation by the Underground Company at its said Lots Road generating station and the transmission and supply by the Underground Company to the Company of electrical energy for the purposes of the undertaking of the Company including the railways and works by this Act

A.D. 1911.

authorised and any electrical energy which the Company are by the provisions of this section authorised to afford to other companies or persons.

(4) Nothing in this section shall affect or be founded on by the Company or the Underground Company as affecting any agreement in force on the first day of March 1910 for the supply of electrical energy to or by any company or person authorised to take or afford a supply by or to any company or person authorised to afford or take a supply during the period within which the agreement is under the provisions thereof to remain in force.

(5) Nothing in this section shall authorise the Company or the Underground Company to open and break up the soil or pavement of any street for the purpose of supplying electrical energy and the Electric Lighting Acts 1882 to 1888 shall not apply to the Company or the Underground Company.

(6) All provisions which are contained in this Act or in any of the Acts of the Company for the protection of the telegraphic lines of the Postmaster-General shall extend and apply to any supply or transmission of electrical energy under any provision of this Act and any works constructed for the purpose of such supply and to the exercise by the Company of any of the powers conferred by this Act or by any agreement made under this Act.

(7) All provisions which are contained in the Acts or Orders of any company or person (other than the Company) for the protection of the telegraphic lines of the Postmaster-General against the use of electrical power shall extend and apply to the exercise by such company or person of any of the powers conferred by this Act or by any agreement made under this Act Provided that if in the case of any line of railway or tramway the Acts or Orders applicable to the said line do not contain any such provision as aforesaid any such company or person shall not exercise the said powers in relation to such line in such manner as to cause or be likely to cause interference with telegraphic communication by means of any telegraphic line belonging to or used by the Postmaster-General.

Power to provide &c. road vehicles.

52.—(1) The Company may provide own work and use to or from any railway station depôt or hotel owned leased or worked by the Company road vehicles to be drawn or moved by animal electrical or other mechanical power and may thereon

convey passengers and passengers' luggage who or which have been or are to be conveyed over some part of the railways owned worked or used by the Company either alone or jointly with any other company and the Company may prescribe the limits of weight or size for passengers' luggage to be conveyed by such road vehicles Provided always that the Company shall not under the provisions of this section convey in road vehicles passengers within the area at the passing of this Act of the administrative county of London (exclusive of the City of London) without the consent of the London County Council nor shall the Company work or use road vehicles within the present urban district of Ilford.

(2) The Company may make and recover such charges as they think fit in respect of the conveyance of passengers and passengers' luggage by road vehicles as aforesaid and the Company may apply their funds to the purposes aforesaid or any of them.

(3) Any electrical power used shall be entirely contained in and carried along with such road vehicles in such a manner that no magnetic or other influence is created which is likely to affect telegraphic communication by means of any telegraphs of the Postmaster-General.

Conveyance of mails by road vehicles.

53. With respect to the conveyance of mails by road vehicles the following provisions shall apply (that is to say):—

(1) The Company shall convey by any road vehicle provided worked or used on a regular or periodical service in connexion with or in extension of their railway system and habitually moved by mechanical power all such mails (with the officers of the Post Office in charge thereof) as may be tendered by the Postmaster-General for conveyance by such vehicle and shall receive and deliver such mails from or to any post office or officer of the Post Office on the route of such vehicle:

Provided that the conveyance of mails by every such vehicle shall be subject to the following rules:—

(A) If the vehicle is intended to convey passengers only without luggage the Company shall not be bound to convey Post Office parcels;

A.D. 1911.

(B) If the vehicle is intended to convey passengers and their luggage the Company shall not be bound to convey Post Office parcels which in the aggregate exceed the limits of weight or size from time to time prescribed by the Company for the luggage of an ordinary passenger;

(C) Except where the vehicle is in charge of a guard (other than the driver of the vehicle) the Company shall not be bound to convey any mails unless they are in charge of an officer of the Post Office:

(2) The remuneration for any services performed in pursuance of this section shall be such as may be from time to time determined by agreement between the Postmaster-General and the Company or in default of agreement by the Railway and Canal Commission and any question to be settled by arbitration under this section shall be determined by the said Commission who in all proceedings relating to any matter of difference referred to them under this section shall have the same powers as if it had been a matter referred to them in pursuance of the Railway and Canal Traffic Acts 1873 and 1888 or any Act amending the same:

(3) The expression "mails" has the same meaning as in the Regulation of Railways Act 1873 and the expression "Post Office parcel" means a parcel as defined by the Post Office (Parcels) Act 1882.

Repeal of proviso to section 16 of Baker Street and Waterloo Railway Act 1910.

54. The second proviso in section 16 (the marginal note of which is "Restrictions on breaking up surface of streets") of the Baker Street and Waterloo Railway Act 1910 from the words "Provided that the Company" to the end of the section is hereby repealed.

Saving rights of Crown.

55. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments (including the subsoil and undersurface of any street or road) or any rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf

of His Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

Power to apply corporate funds to purposes of Act.

56. The Company may apply to the purposes of this Act or to the general purposes of their undertaking being in all cases purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stocks or debenture stock or borrowing by virtue of the Act of 1910 or this Act and which may not be required for the purposes to which they are by the London Electric Railway Company's Acts 1893 to 1910 or this Act made specially applicable.

Power to Great Western Company and District Company to apply funds.

57. The Great Western Company and the District Company respectively may apply to any of the purposes of this Act in which they are interested and to which capital is properly applicable any of the moneys which they now have in their hands or which they may be authorised to raise by any of the Acts relating to the said companies respectively and which may not be required for the purposes to which they are by those Acts or any of them made specially applicable.

Copy of Act to be registered.

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

There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding-up in England.

A.D. 1911.

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

59. 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.

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

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

SECTIONS AND PROVISIONS OF THE ACTS OF 1893 1899 AND 1902 AND BAKER STREET ACT OF 1906 WHICH ARE INCORPORATED WITH THIS ACT.

Marginal Note of Section.	Number of Section.
ACT OF 1893.	
Motive power	8
Persons authorised to convey lands may grant easements	33
Power to sell &c. lands	34
Power to deviate laterally	35
No ventilators &c. to be made in roadways or footways	39
Provision as to cellars under streets not referenced	40
Conditions to be observed in opening road for boring purposes	41
As to carting materials and soil	42
For the protection of sewers of the Council	44
Inspection of works by Council	46

Marginal Note of Section.	Number of Section.
Act of 1893—*cont.*	
Walls of buildings to be made good	47
Exhibition of placards in the county of London	50
For the protection of the sewers of district boards and vestries	51
For protection of the Gas Light and Coke Company	59
Company empowered to underpin or otherwise strengthen houses near railway	73
Agreements with council and local authorities	89
Act of 1899.	
Special provisions as to use of electrical power	7
Act of 1902.	
As to powers of Board of Trade in respect of use of mechanical power	9
Plans &c. to be approved by Board of Trade before works commenced	10
Compensation for damage by working	11
Buildings not to be brought beyond general line &c.	20
Objects of interest to be at disposal of London County Council	21
For protection of future subways of London County Council	22
Map and plan of underground works of Company to be made	26
Amending sections 50 and 51 of Act of 1893	33
General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order	67
For protection of Postmaster-General	76
Baker Street Act of 1906.	
For protection of Paddington Borough Council	25 subsections (1) (2) (3) (4) (5) and (7)

SECOND SCHEDULE.

Part 1.

Describing Properties under which Easements only are to be taken.

Metropolitan Borough and Parish.	Nos. on deposited Plans.
	Railway No. 1.
Parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster.	1 to 23 25 to 34 36 to 40 42 46 and 47.
	Railway No. 2.
Parish and metropolitan borough of Paddington.	1 3 to 13 15 17 to 19 19A 20 to 37 48 to 52 54 to 57 59 to 135 137 to 168 and 170 all inclusive.

A.D. 1911.

PART 2.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY BE TAKEN.

Metropolitan Borough and Parish.	Nos. on deposited Plans.
	RAILWAY No. 1.
Parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster.	24 35 41 43 44 45 and 48.
	RAILWAY No. 2.
Parish and metropolitan borough of Paddington.	38 to 43 45 to 47 169 171 to 174 all inclusive.

THIRD SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Metropolitan Borough and Parish.	Nos. on deposited Plans.
	RAILWAY No. 1.
Parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster.	41 43 44 45 and 48.
	RAILWAY No. 2.
Parish and borough of Paddington.	169 and 171 to 174 all inclusive.

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