CHAPTER lxxviii.

An Act to empower the London Electric Railway Company to construct new Railways and for other purposes. A.D. 1912.

[7th August 1912.]

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

And whereas it is expedient that powers should be conferred upon the Company on the one hand and the London and North Western Railway Company (in this Act called "the North Western Company") 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 this Act provided:

And whereas it is expedient that the North Western Company should be authorised to subscribe moneys towards the cost of the works by this Act authorised and to raise additional capital and that such powers in relation to the construction working maintenance and user of such works or some part thereof should be conferred on them as are in this Act provided:

And whereas the Edgware and Hampstead Railway Company (in this Act called "the Edgware Company") was incorporated by the Edgware and Hampstead Railway Act 1902 and by that Act and the other Acts mentioned in the Fourth Schedule hereto was authorised to construct and work a railway connecting by means

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of an end-on junction with the Company's Charing Cross Euston and Hampstead Railway at Golder's Green and running thence to Edgware :

And whereas the Edgware Company has acquired lands and has obtained options to acquire lands for the purposes of its undertaking :

And whereas the Edgware Company is promoting in the present Session of Parliament a Bill intituled "A Bill to autho- "rise the deviation of part of the Edgware and Hampstead "Railway to confer further powers on the Edgware and "Hampstead Railway Company and for other purposes" (in this Act referred to as "the Edgware Bill") :

And whereas the Edgware Company has issued two thousand three hundred and sixty-seven shares of ten pounds each of which one thousand three hundred shares are fully paid up and one thousand and sixty-seven shares are credited with five pounds per share :

And whereas the agreement dated the tenth day of August one thousand nine hundred and nine made between the Underground Electric Railways Company of London Limited (hereinafter referred to as "the Underground Company") of the one part and the Edgware Company of the other part which is scheduled to and confirmed by the Edgware and Hampstead Railway Act 1909 has not been carried into effect and it is desirable to cancel same :

And whereas it is intended that the Edgware Company should be amalgamated with the Company :

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

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

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and plans of the lands by this Act authorised to be acquired and also a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the

clerk of the peace for the county of London and with the clerk of the peace for the county of Middlesex and are hereinafter 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 and collective titles.

1. This Act may be cited as the London Electric Railway Act 1912 The London Electric Railway Acts 1893 to 1911 and the Acts whereof the short titles are set out in the Fourth Schedule hereto and this Act together with the Act resulting from the Edgware Bill if such Bill passes into an Act may all be cited together as the London Electric Railway Acts 1893 to 1912.

Division of Act into Parts.

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

Part I.—Preliminary.
Part II.—Works and Lands.
Part III.—Rates &c.
Part IV.—Powers to and agreements with the North Western Company.
Part V.—Capital.
Part VI.—Amalgamation with the Edgware Company.
Part VII.—Miscellaneous.

Incorporation of 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;

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The crossing of roads and other interference therewith;

Section 45 (as to lands for additional stations);

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

The regulation and use of the railway;

The settlement of disputes by arbitration;

Section 138 (as to service of notices);

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

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

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

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

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

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

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 railways" means the railways by this Act authorised;

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

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

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

"The Act of 1911" means the London Electric Railway Act 1911;

"The Edgware Acts" means the Acts the short titles of which are set out in the Fourth Schedule hereto and the Act resulting from the Edgware Bill if such Bill passes into an Act;

"The Company" means the London Electric Railway Company;

"The North Western Company" means the London and North Western Railway Company;

"The Edgware Company" means the Edgware and Hampstead Railway Company;

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

"The District Company" means the Metropolitan District Railway Company;

"The South Western Company" means the London and South Western Railway Company;

"The Richmond Company" means the Richmond (Surrey) Electric Light and Power Company Limited;

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"The Lots Road generating station" means the existing generating station at Lots Road Chelsea and any extensions that may be made thereto;

"The date of amalgamation" means the first day of July 1912;

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

PART II.

WORKS AND LANDS.

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 hereinafter 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 and in connection with the said railways the Company may construct and maintain entrances steps lifts shafts passages inclines and other approaches and conveniences connecting the said railways with the surface of the pavements or carriageways adjoining the same or the platforms of stations:

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

Description of railways.

6. The railways hereinbefore referred to and authorised by this Act will be situate in the counties of London and Middlesex and are—

A railway (Railway No. 1) 1 mile 4 furlongs 5·25 chains or thereabouts in length situate partly in the parish and metropolitan borough of Paddington in the administrative county of London and partly in the parish and urban district of Willesden in the county of Middlesex commencing in the said parish and metropolitan borough of Paddington by a junction with Railway No. 2 authorised by the Act of 1911 at a point measured along the centre line of that railway shown on the plans deposited in respect of that railway in the month of November one thousand nine hundred and ten with the clerk of the peace for the county of London 2·75 chains or thereabouts from the termination of such last-mentioned railway and terminating in the said parish and urban district of Willesden at a point under the boundary fence of the London and North Western Railway Company's coal depôt on the northern side of Canterbury Road opposite the house and premises numbered 61 in that road:

A railway (Railway No. 2) 5 furlongs 2·25 chains or thereabouts in length situate wholly in the said parish and urban district of Willesden commencing at the termination of Railway No. 1 hereinbefore described and terminating by a junction with Railway No. 4 authorised by the London and North Western Railway Act 1907 at a point measured along the centre line of that railway shown on the plans deposited in respect of that railway in the month of November one thousand nine hundred and six with the clerk of the peace for the county of Middlesex 2 furlongs or thereabouts from the commencement of such last-mentioned railway:

A railway (Railway No. 3) 1 furlong 9 chains or thereabouts in length being a deviation of the London and North Western Railway situate wholly in the said parish and urban district of Willesden commencing by a junction with the up slow line of the London and North Western Railway Company's London and Birmingham Railway at a point on that railway opposite the centre of Woodville Road and terminating at a point on or under the premises

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known as No. 26 Salusbury Road by an end-on junction with the up line of Railway No. 4 authorised by the said London and North Western Railway Act 1907.

General provisions as to mode of construction.

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

(1) The railways shall be constructed in two tunnels for separate up and down traffic except at cross-overs where they may be constructed in a single tunnel of enlarged diameter:

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

(3) (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 at cross-overs or where necessary for adjustment at curves) have an internal diameter exceeding 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:

(4) If water is found to be present in the works on Railway No. 1 or Railway No. 2 in such quantity as to necessitate the employment of compressed air the Company shall immediately stop all excavating work at the point where the same is so found and the further driving of the tunnels at the working faces at that point until the Company have provided air-compressing machinery which will produce such a pressure of air as will prevent the inflow of any sand water gravel or soil and such machinery shall be maintained in full working order and the work at such working face shall be carried on under compressed air as long as may be necessary:

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

Incorporating certain provisions of existing Acts.

8. The provisions contained in the sections and parts of sections of the Acts of 1893 1899 1902 and 1911 and the Baker Street Act of 1906 which are mentioned in the First Schedule to this Act (subject to any amendment or variation by this Act) are incorporated with and form part of this Act and shall so far as applicable extend and apply to the railways and works by this Act authorised the roads under and along which the same are to be made the lands by this Act authorised to be acquired and the several bodies or persons named or referred to in those sections as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto respectively and the said provisions shall so far as the railways and works by this Act authorised may be made in the urban district of Willesden be read and have effect as if the urban district of Willesden and the Willesden Urban District Council were respectively substituted in those provisions for the administrative county of London and the London County Council and as if the Acts and byelaws in force in the urban district of Willesden were referred to therein instead of the Acts and byelaws in force in the administrative county of London and as if the Willesden Urban District Council were included amongst the bodies named or referred to in section 51 of the Act of 1893 and in subsection (1) of section 67 of the Act of 1902.

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Power to deviate vertically.

9. In the execution of the railways and works by this Act authorised the Company may subject to the provisions of this Act deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient Provided always that it shall not be lawful for the Company to deviate upwards from the levels of Railways Nos. 1 and 2 where the same are to be constructed in tunnel to such an extent as to bring the rails in the case of Railway No. 1 within twenty-eight feet and in the case of Railways Nos. 2 and 3 within seventeen feet respectively of the surface of any public road or street under which such railways are constructed.

Breaking up surface of streets and permanent openings therein.

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

Within the limits of deviation of Railway No. 1 Warwick Avenue Portsdown Road Elgin Avenue Cambridge Avenue Alpha Place Alpha Place North Alpha Place West Alpha Mews and Canterbury Road:

Within the limits of deviation of Railways Nos. 2 and 3 Salusbury Road.

(2) The Company may make and maintain permanent openings in the roadways and footpaths of the said Warwick Avenue within the aforesaid limits of deviation:

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

Period for completion of works.

11. If the railways by this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the

Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

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

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

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

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required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Power to Company to acquire additional lands.

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

In the county of Middlesex—Certain lands and premises in the parish and urban district of Willesden bounded on the north-west by Canterbury Road on the north-east by Alpha Place on the south-west by the house and premises known as No. 87 Canterbury Road and on the south by the rear of the houses and premises situate on the north side of Chichester Road.

Power to stop up roads.

15. The Company may stop up the roads known as Alpha Mews and Alpha Place West and thereupon all public rights of way over such roads shall be extinguished and the sites thereof shall vest in the Company but such roads shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof.

As to private rights of way over lands taken compulsorily.

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

Power to Company to enter upon property for survey and valuation.

17. The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous

notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of arbitration in certain cases.

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

Compensation in case of recently altered buildings acquired by Company.

19. In settling any question of disputed purchase-money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and eleven

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if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Period for compulsory purchase of lands.

20. 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.

Imposing penalty unless railways opened.

21. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until such railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter 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 was 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.

22. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the 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.

For protection of Commissioners of Works.

23. 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 electric lighting companies.

24. 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.

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For protection of London and North Western Railway Company.

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

(1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the previous consent in writing of the North Western Company under their common seal take use enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of their lands as may be necessary for the construction of the railways and all works connected therewith in accordance with the provisions of subsections (2) and (3) of this section and in accordance with the agreement referred to in the section of this Act the marginal note of which is "Confirmation of agree- " ment between Company and North Western Com- " pany" (in this section referred to as "the scheduled agreement") The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration:

(2) The Company shall not without the consent of the principal engineer of the North Western Company (hereinafter referred to as "the principal engineer") in constructing the railways under the lands of the North Western Company deviate from the centre line as shown on the deposited plans nor deviate from the levels thereof as shown on the deposited sections:

(3) The Company shall before they commence the construction of so much of the railways and all works

in connection therewith as shall or may pass under or in any way affect the property of the North Western Company (hereinafter referred to as "the said railways") submit to the principal engineer proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company for the reasonable approval of the principal engineer and also proper and sufficient plans showing the stages by which it is intended to carry out the proposed works for the like approval Provided that if such principal engineer shall for the space of one month neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the North Western Company and such portion of the said railways and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the superintendence and to the reasonable satisfaction of the principal engineer and at the costs charges and expenses in all respects of the Company:

(4) Before the Company commence the construction of the said railways any temporary works which may in the opinion of the principal engineer be reasonably necessary to insure the stability of the railway and property of the North Western Company may and shall be carried out by the North Western Company for the Company and the costs thereof and any expenses incurred in connection therewith (including compensation payable to any workmen or their legal representatives or dependants who may be injured or killed whilst employed by the North Western Company in and about such works) shall be repaid by the Company to the North Western Company on demand

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(5) If it shall at any time appear to the principal engineer either before or during the construction or after the completion of the said railways that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the North Western Company or in connection with the works of the said railways or in relation to the method of construction of the said railways so as to prevent subsidence or injury happening to any of the railways and works or property of the North Western Company owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the principal engineer make and execute at their own expense and according to plans sections and specifications to be approved by him such works or take such measures of precaution including the temporary cessation of the construction of the said railways as the principal engineer shall require and the construction of the said railways when commenced shall proceed without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such further works as aforesaid or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as hereinafter provided:

(6) The Company shall before commencing the construction or the structural alteration renewal or repair of the said railways give (except in case of emergency) twenty-eight days' previous notice in writing to the said principal engineer of their intention to commence such works and in case of emergency the Company shall give the North Western Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out:

(7) The Company shall at their own expense except as provided for in the scheduled agreement or in the section of this Act the marginal note of which is "Vesting Railway No. 3 in North Western Company"

construct and at all times maintain the said railways and all the works both temporary and permanent necessary and incident to the construction thereof so far as such railways and works affect the property and works of the North Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and if and whenever the Company fail so to do or in case of emergency the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the principal engineer may reasonably think requisite and the sum from time to time certified by such principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered with full costs by the North Western Company from the Company in any court of competent jurisdiction Provided always that in the event of any dispute between the Company and the North Western Company as to the amount so certified such dispute shall be settled by arbitration by an engineer to be appointed on the application of either party as hereinafter provided:

(8) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works hereinbefore referred to the said railway of the North Western Company or any of the works connected therewith respectively or any lands or property of that company shall be injured or damaged such injury or damage shall be forthwith made good by the North Western Company who may recover the full amount expended in so doing from the Company in any court of competent jurisdiction:

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(9) The Company shall not in making and maintaining the said railways in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the North Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the North Western Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the North Western Company all reasonable costs and expenses to which that company may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference:

(10) Notwithstanding anything in this Act provided or contained the Company shall be responsible for and make good to the North Western Company all costs charges losses damages and expenses which may be occasioned to their railway works lands or property or to any person or persons using the same by reason of the construction alteration maintenance or failure of the said railways or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission:

(11) During the construction of the said railways and of any of the further works mentioned in this section the Company shall bear and on demand pay to the North Western Company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for inspecting the said railways and further works as aforesaid and for watching their railway and the works and conveniences connected therewith and their said lands or property for preventing as far may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person

or persons in their employ or otherwise and the Company shall at all times give ample facilities to the principal engineer and his assistants or inspectors for full and free access to the said railways during or after their construction and shall also furnish him or them with every information he or they may reasonably require with regard to such railways or the method of construction thereof:

(12) If by reason of or during the construction of the said railways it shall become necessary in the opinion of the said principal engineer to add to or alter any signal or signal apparatus on the railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid by the Company to the North Western Company:

(13) The Company shall from time to time repay to the North Western Company any additional expense to which that company may be put in maintaining their railway and works by reason or in consequence of the construction of the said railways and shall also pay the additional cost (if any) which the North Western Company will incur in maintaining the works to be constructed in connection with Railway No. 3 by this Act authorised after it shall have become vested in them over and above the expense which the North Western Company are incurring in maintaining the works of their existing railway for which Railway No. 3 will be in substitution:

(14) If the North Western Company shall at any time after the construction of the railway and works connected therewith desire to alter or extend their railways or any of the works or conveniences connected therewith the Company shall give to the North Western Company every reasonable facility for the execution of such alteration extension or construction and any additional expense to which the North Western Company may be put in carrying out such alteration or extension by reason of the construction of the said railways shall be repaid to them by the Company:

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(15) In the event of the telegraphic telephonic or electrical signal communications or apparatus of the North Western Company being injuriously affected by induction or otherwise by the working of the said railways or by the electric or other works of the Company the Company shall with all possible despatch at their own expense execute or do such remedial works in connection with their own plant as the North Western Company may consider to be necessary for their protection and the North Western Company shall be empowered to carry out such alteration in their telegraphic telephonic or electrical signal communications or apparatus on their railways as they may deem to be necessary at the cost of the Company:

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

For protection of Metropolitan Railway Company.

26. 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) The Company shall construct and maintain Railway No. 1 by this Act authorised and the works connected therewith of sufficient strength to adequately support the existing Bishops Road Station and lines of railway the subject of clause 3 of an agreement between the Great Western Railway Company and the Metropolitan Company dated the nineteenth day of February one thousand eight hundred and sixty-four and shall not in such construction and maintenance cause any structural damage to the said existing station and lines:

(2) The Company shall not construct the said portion of the said Railway No. 1 with a rail level higher than twenty-nine feet above Ordnance datum.

For protection of Great Western Railway Company.

27. 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 (hereinafter 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. 1 by this Act authorised and Railway No. 2 authorised by the Act of 1911 where they are 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 notwithstanding anything contained in section 35 of that Act 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 construct any portion of the said Railway No. 1 where situate in lands and property belonging or leased to the Great Western Company with a rail level higher than 29·00 feet above Ordnance datum 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 of the Great Western Company's Paddington Station:

(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

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No. 1 thereunder 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 on in or under which the railways subways and works referred to in subsection (1) of this section will be situate when constructed in accordance with the said subsection 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 of the construction maintenance and use of the said railways subways and works:

(5) The Company shall not in constructing or maintaining Railway No. 1 enter upon or use 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. 1 will be constructed under 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 hereinafter provided The said portion of Railway No. 1 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:

(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 station 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. 1 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. 1 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 such portions of Railway No. 1 as may be situate under or within fifty yards of or otherwise affect any railway station siding or other work belonging or leased to the Great Western Company 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 the said portion of Railway No. 1 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

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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 roofs and works of the Great Western Company where the same are over or affected by Railway No. 1 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 and during the construction of any works of the Company the engineer shall be of opinion that such 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 an arbitrator to be appointed as hereinafter provided 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 such arbitrator as aforesaid 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. 1 or the works connected therewith and also any other expenditure reasonably and properly incurred by the Great Western Company in connection 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. 1 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

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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 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:

(17) 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:

(18) Any question which may arise under this section or as to the reasonableness of any requirement of 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 Water Board.

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

(1) The provisions contained in section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the Act of 1902 as extended and applied by the section of this Act of which the marginal note is "Incorporating certain provisions of

existing Acts" to the railways and works by this Act authorised (in this section referred to as "the protective section") shall be read and have effect as if the board were a protected company within the meaning of that section Provided that the following modifications of the said section in its application to the board and their apparatus shall have effect (that is to say):—

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

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

(2) The Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet unless they shall in such case protect such apparatus from frost or injury by artificial covering to the satisfaction of the board or more than five feet:

(3) Wherever by reason or in consequence of the stopping up under the powers of this Act of any street or road any apparatus of the board situate in or under the street or road so stopped up shall be rendered derelict or unnecessary the Company shall forthwith after such stopping up pay to the board such a sum as may be agreed between the board and the Company or as failing such agreement may be determined by arbitration as hereinafter provided to be the value of—

(A) The apparatus of the board situate in and under the street or road so stopped up; and

(B) Any apparatus of the board connected with the said apparatus and used exclusively for the purpose of the supply of water to any premises to which a supply is furnished by means of

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the apparatus in and under the street or road stopped up;

and all such apparatus shall upon payment become the property of the Company:

(4) In addition to the payment referred to in the last preceding subsection the Company shall pay to the board their charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection from any other apparatus of the board and of and incidental to any other works or things which shall be necessary in consequence of any apparatus of the board being rendered derelict or unnecessary by the stopping up of any street or road so stopped up:

(5) The provisions of this section shall except as otherwise expressly provided be in addition to and not in substitution for or derogation of any other provision of this Act to the benefit of which the board would otherwise be entitled:

(6) If any difference shall arise under this section between the Company and the board such difference shall be settled in accordance with the provisions of subsections (8) and (10) of the protective section as modified by this section.

For protection of Grand Junction Canal Company.

29. Whereas Railway No. 1 by this Act authorised (hereinafter in this section referred to as "the railway") is intended to pass under the canal and towing path (in this section called "the canal") and other property of the company of proprietors of the Grand Junction Canal (hereinafter 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) No part of the tunnels of the railway or of any of the works thereof shall where situate under the canal be at a less depth than sixty feet below the weir level of the canal:

(2) The Company shall not (except as hereinafter provided) enter upon take use or interfere with either temporarily

or permanently the surface or subsoil of any part of the canal or other property of the canal company without the consent in writing of the canal company under their common seal:

(3) Notwithstanding the foregoing provisions of this section the Company may purchase and the canal company may and shall sell such an easement under the canal 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:

(4) Notwithstanding as aforesaid the Company may subject to the terms and conditions and to payment of the consideration hereinafter referred to occupy and use temporarily during the construction of the railway but not in any event for a period exceeding three years from the commencement of the construction of the railway except with the consent of the canal company the property of the canal company known as No. 23 Wharf Harrow Road numbered on the deposited plans 18 in the parish of Paddington 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 hereinafter provided 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:

(5) The construction of the railway and of the works connected therewith under on or otherwise affecting

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the canal 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 reasonably 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 alterations repairs or renewals 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:

(6) The railway and other works of the Company under on or otherwise affecting the canal 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:

(7) 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 connection therewith are or may be attended with danger to the canal 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 canal or other property of the canal company and if any difference shall arise under this subsection the same shall be settled by arbitration in manner hereinafter provided:

(8) 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 hereinbefore provided) with the canal or other property of the canal company and in such manner as not to occasion any damage or injury to the canal or such property or any leakage or loss of water from the canal or any interruption to or interference with the conduct of traffic thereon or the adjoining wharves and property of the canal company either during the construction or after the completion of such works:

(9) The Company shall during the construction of the railway and works of the Company under the canal 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 canal and other property of the canal company with reference to the execution of the works of the Company and for preventing as far as may be any damage obstruction or danger to the canal 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:

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

(11) 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 canal 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 canal or any interruption to or interference with the conduct of the traffic on the canal or on the adjoining wharves or

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property of the canal company shall at any time be occasioned or arise the Company shall forthwith restore the canal 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 may be reasonably 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:

(12) 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:

(13) 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:

(14) 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 canal or other property of the canal company or affect any claim competent to the canal company under this Act:

(15) 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 Regent's Canal and Dock Company.

30. Whereas Railway No. 1 by this Act authorised (hereinafter in this section referred to as "the railway") is intended to pass under the canal and towing path (in this section called "the canal") and other property of the Regent's Canal and Dock Company (hereinafter 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) No part of the tunnels of the railway or of any of the works thereof shall where situate under the canal be at a greater height than shown on the deposited sections:

(2) The Company may purchase and the canal company may and shall sell such an easement under the canal 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:

(3) The construction of the railway and of the works connected therewith under on or otherwise affecting the canal or other property of the canal company and all future alterations repairs and renewals of the railway and works aforesaid shall be executed

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in accordance with plans sections and specifications submitted to and reasonably 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 alterations repairs or renewals 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:

(4) The railway and other works of the Company under on or otherwise affecting the canal 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:

(5) 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 connection therewith are or may be attended with danger to the canal 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 canal or other property of the canal company and if any difference shall arise under this subsection the same shall be settled by arbitration in manner hereinafter provided:

(6) 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 with the canal or other property of the

canal company and in such manner as not to occasion any damage or injury to the canal or such property or any leakage or loss of water from the canal or any interruption to or interference with the conduct of traffic thereon or the adjoining property of the canal company either during the construction or after the completion of such works:

(7) The Company shall during the construction of the railway and works of the Company under the canal 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 the 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 canal and other property of the canal company with reference to the execution of the works of the Company and for preventing as far as may be any damage obstruction or danger to the canal 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:

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

(9) 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 canal or other property of the canal company or any leakage or loss of water from the canal or any interruption to or interference with the conduct of the traffic on the canal 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 canal

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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 may be reasonably 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:

(10) 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:

(11) 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:

(12) 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 canal or other property of the canal company or affect any

claim competent to the canal company under this Act:

(13) 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 London County Council.

31. The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (hereinafter called "the council") (that is to say):—

(1) The Company shall construct Railway No. 1 where the same will cross or intersect the Middle Level Sewer (No. 2) in Warwick Avenue at such levels as may be reasonably required by the council in order to avoid interference therewith or injury thereto:

(2) If the Company construct a station beneath the surface of the street at or near the junction of Warwick Avenue Clifton Villas and Clifton Gardens they may construct permanent entrances and exits to and from the same within the areas coloured red on the plan referred to in subsection (1) of the section of this Act the marginal note of which is "For protection of Paddington Borough Council" Except for the construction maintenance and user of the said station and entrances and exits thereto the Company shall not under the powers of this Act enter upon or open up any part of the surface of any street or public thoroughfare in the administrative county of London (in this section called "the county") except upon and subject to such terms and conditions as the council may reasonably impose and under the control and superintendence of the council The Company shall give to the 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 or thoroughfare:

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(3) No portion of Railway No. 1 which is intended to be constructed beneath and within twenty-five feet of the surface of any street road or open space in the county shall be constructed at any level other than that shown on the deposited sections except in accordance with plans and sections previously submitted to and approved by the council (which approval shall not be unreasonably withheld) and subject to such conditions and requirements as the council may reasonably impose:

(4) Any difference which may arise between the Company and the council as to any matter under or arising out of subsections (2) and (3) of this section shall be referred to the determination of an engineer to be agreed on between the Company and the council or failing agreement appointed on the application of either party by the President for the time being of the Institution of Civil Engineers The Arbitration Act 1889 shall apply to any such reference.

For protection of Middlesex County Council.

32. For the protection of the county council of the administrative county of Middlesex (in this section called "the county council") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and sections apply and have effect unless otherwise agreed upon in writing between the county council and the Company (that is to say):—

(1) (A) The bridge for carrying the railway authorised by the Edgware and Hampstead Railway Act 1909 over the main road known as the Regent's Park and Finchley main road numbered 91 in the parish of Hendon on the plans deposited in connection with the Bill for the said Act shall be constructed as a girder bridge and shall have a clear headway throughout of not less than sixteen feet eight inches from the upper surface of the rails of the light railway of the county council as existing on the first day of March one thousand nine hundred and twelve on the said main road to the underside of the bridge and a clear span throughout measured on the square with the said road of not less than seventy feet;

(b) The bridge for carrying the railway authorised by the Edgware and Hampstead Railway Act 1909 over the main road known as Golders Green Road numbered 84 in the parish of Hendon on the plans deposited in connection with the Bill for the said Act shall be constructed as a girder bridge and shall have a clear headway throughout of not less than sixteen feet six inches from the finished surface of the road as shown on the section deposited in connection with the Bill for the said Act to the underside of the bridge and a clear span throughout measured on the square with the said road of not less than seventy feet;

and no part of the abutments of the said bridges shall project beyond the boundaries of the said roads and the said abutments shall be faced with approved white glazed bricks:

(2) The soffit or underside of each such bridge shall be constructed so as to render the same as far as reasonably practicable watertight and if necessary shall be so maintained with properly constructed and efficient gutters gullies and down spouts and connections with the surface water drains to the reasonable satisfaction of the county council Any such necessary down spouts or connections for carrying away water from any such bridge shall be constructed so as to immediately adjoin the face of each abutment of the bridge save that such gutters or connections may so far as the same shall be at a height of at least fifteen feet above the surface of the footway nearest thereto under the bridge extend for a distance of not exceeding six feet from the abutment nearest to such gutters or connections Provided that the county council shall afford the Company all reasonable facilities for connecting the said gullies and down spouts with the county council's surface water drains:

(3) The Company shall not in the exercise of any powers conferred upon or transferred to them by this Act without the previous consent in writing of the county council alter or interfere with the existing level of

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either of the said roads or of the roads known respectively as Cambridge Avenue and Salusbury Road in the urban district of Willesden:

(4) The Company shall not commence the construction of the said bridges or the execution of any other works in near to or affecting any main road or any light railway or other property of the county council unless and until they shall have first delivered to the county council plans sections and specifications thereof and the same shall have been examined and reasonably approved in writing by the county council or by an arbitrator appointed as hereinafter provided Provided always that if the county council shall fail to approve or to disapprove of any such plans sections and specifications within twenty-one days after the same shall have been delivered to them then they shall be deemed to have approved the same and thereupon the works to which the same relate may be carried out by the Company in accordance with such plans sections and specifications:

(5) The Company shall construct and execute all the said works in accordance with plans sections and specifications to be approved as aforesaid and at their sole expense and under the supervision and to the reasonable satisfaction of the county council whose reasonable charges incident to the approval of such plans sections and specifications and to such supervision shall be paid by the Company and the Company shall thereafter at the like expense maintain the said works and all works matters and things connected therewith in perpetuity in good and substantial condition and repair to the reasonable satisfaction of the county council:

(6) The Company shall not in the construction execution or maintenance of such works as aforesaid or in the exercise of any powers conferred upon or transferred to them by this Act cause any interruption of the passage or conduct of the traffic over or along the said roads further than to the extent of stopping at any one time the traffic on one-half of the width of each of the said roads and shall so far as may be

reasonably practicable ensure the free and uninterrupted user of the light railway of the county council along the said Regent's Park and Finchley main road and the overhead equipment wires or other apparatus connected therewith and shall interfere as little as may be with such roads and shall at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the county council make good all damage injury or disturbance whatsoever which shall happen or arise by reason or in consequence of the construction execution or maintenance of any works of the Company or the exercise of any powers conferred upon or transferred to the Company by this Act or for or by reason of the non-repair or neglect on the part of the Company to repair the same or otherwise howsoever by reason of or incidental to the execution of any works or the exercise of any powers by the Company:

(7) The Company shall not without the previous consent in writing of the county council which shall not be unreasonably withheld interfere with the overhead equipment wires or other apparatus of any light railway of the county council and all costs charges and expenses of and incidental to the removal reinstatement or interference with such overhead equipment wires or other apparatus including the cost of supervision by the county council shall be borne and paid by the Company or repaid by the Company to the county council as the case may require:

(8) The Company shall be responsible for and make good to the county council all losses damages and expenses which may be sustained by the county council in relation to the said light railway or the overhead equipment wires or other apparatus or to the traffic on the said light railway by reason or in consequence of the execution or failure of any of the works of the Company or by reason of any act default or omission of the Company or of any person in their employ or of any of their contractors and the Company shall effectually indemnify and hold harmless the

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county council from all claims and demands upon or against them by reason of such execution or failure or of any such act default or omission:

(9) If the Company shall neglect or refuse to make good any such damage injury or disturbance as aforesaid then the county council may execute and do all works matters and things necessary for making good the same or for securing the safety and stability of the said roads light railway overhead equipment wires and apparatus and the Company shall within fourteen days after receipt of a demand under the hand of the clerk of the county council pay to the county council all the reasonable costs charges and expenses incurred by the county council in executing and doing any such works matters and things as aforesaid:

(10) The county council may attach to any bridge of the Company all such brackets wires attachments and apparatus as may be required for the working of any light railways of the county council now or hereafter authorised by mechanical power and the Company shall afford all reasonable facilities for enabling the county council so to do but before so doing the county council shall give to the Company twenty-one days' notice of such intention with proper plans showing the mode in which such brackets wires attachments and apparatus are intended to be fixed to the bridge which shall be determined by the engineer of the Company Provided that the county council shall at the Company's expense alter the position of or temporarily remove and refix any such brackets wires attachments and apparatus whenever they may be reasonably required by the Company so to do but so that the traffic on the light railway shall not thereby be interrupted:

(11) The Company shall during the execution and until the completion of any of their works make and carry into effect such arrangements for lighting and watching the same and the portions of the said roads interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads:

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(12) If during the construction of any railway or other work or the exercise of any of the powers conferred on or transferred to the Company by this Act any main or subsidised roads have been injured or any extra expense has been incurred by or occasioned to the county council in the maintenance and repair of such roads by reason of extraordinary traffic owing to or arising out of the construction of any railway or work or the exercise of any of the said powers the Company shall on demand pay to the county council such reasonable costs charges and expenses as may be incurred by the county council and the amount thereof in case of difference shall be determined by arbitration:

(13) If any difference shall arise between the Company and the county council or their respective engineers under this section 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 and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Paddington Borough Council.

33. With reference to so much of the works authorised by this Act as will be situate within the metropolitan borough of Paddington (in this section referred to as "the borough") the following provisions for the protection of the mayor aldermen and councillors of the metropolitan borough of Paddington (in this section referred to as "the council") shall in addition to any other provision in this Act contained apply and have effect unless otherwise agreed in writing (that is to say):—

(1) Notwithstanding anything in this Act contained the Company shall not under the powers of this Act make any permanent openings or borings in the roadway or footway of any street within the borough other than two openings in the roadway of Warwick Avenue not exceeding nine feet in width within the areas coloured red on the plan signed in duplicate by the engineer to the Company and the solicitor to the council or if the Company shall find those places or either of them to be inconvenient for the purpose at such other places near the intersections of Warwick Avenue with

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Clifton Villas and Clifton Gardens respectively as the council may reasonably agree to:

(2) At least seven clear days before commencing any vertical borings from the surface of any street (other than the openings and borings mentioned in the preceding sub-section) the Company shall serve notice in writing of their intention to commence the same on the engineer of the council and such notice shall describe the place or places at which such borings are intended to be made and if within seven days after the service of any such notice any reasonable objection is made by the engineer of the council the matter shall unless otherwise agreed between them be determined by arbitration before the boring is commenced but if no such objection is made the said borings may be proceeded with:

(3) While the Company are possessed under the authority of this Act of any lands houses buildings cellars or other property within the borough assessed or liable to be assessed to any poor or other rate and until any works to be constructed by the Company in upon or under any such lands houses buildings cellars or other property are so far completed as to be assessed or liable to be assessed to such rates the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars or other property are assessed to the last rate made before the passing of this Act:

Provided that this provision shall not apply in any case in which and for so long as any of such lands or property although some interest therein may have been acquired by the Company remain in the occupation of some person liable to be rated in respect of such occupation:

(4) If any difference shall arise between the Company and the council under any of the provisions of this section such difference shall 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 Willesden Council.

34. With reference to so much of the railways and other works by this Act authorised (in this section called "the works") as will be made in the urban district of Willesden (in this section called "the Willesden district") and for the protection of the Willesden Urban District Council (in this section called "the Willesden Council") notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed in writing between the Company and the Willesden Council apply and have effect (that is to say):—

(1) The station tunnels and running tunnels of the railways where the same cross the main sewers of the Willesden Council in Cambridge Avenue Alpha Place and Canterbury Road shall not without the previous consent in writing of the Willesden Council under their common seal be constructed so that the highest part of any such works shall be at a less depth below the surface of the ground than seventy-nine feet above Ordnance datum and unless the Willesden Council consent under their common seal the subways stairways escalators and other works connected with the said railways shall be so constructed as not to interfere with the main sewers belonging to the Willesden Council in or near Cambridge Avenue Alpha Place and Canterbury Road The consent of the Willesden Council under this section shall not be unreasonably withheld:

(2) All tunnels arches and other works within the Willesden district shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any exceptional traffic lawfully using the streets within the Willesden district and also any steam roller traction engine or other motor by whatever power worked that the Willesden Council may use for repairing streets or other purposes and the Company shall indemnify and make good to the Willesden Council all costs expenses and damages that that council may at

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any time incur or be put to or be liable for by reason of any defect or insufficiency in strength in such tunnels arches or works or of any neglect to properly and sufficiently maintain the same as aforesaid:

(3) The Company shall not (except as in this subsection provided) break up or interfere with the surface of any road or street or make any ventilating or other shafts or openings in any roadway or footway in the Willesden district without the consent in writing of the Willesden Council Provided always that the Company may break up the surface of Salusbury Road in the Willesden district where the works pass under the said road but the Company shall not without the consent of the Willesden Council under their common seal break up more than one-half of the width of such road at one and the same time so that at least one-half of the width of the said road shall always be kept free and open for traffic during the construction of the works:

(4) If the Company acquire under the powers of this Act any part of the surface of the lands numbered 18 and 21 on the deposited plans for Railway No. 1 in the Willesden district then the Company shall give notice thereof to the Willesden Council in writing and the Willesden Council may at any time within two months after such notice has been given to them require the Company to set back any buildings or erections above the surface of the street on such land so as to secure increased width of thoroughfare and space in front of the buildings abutting on Alpha Place to such an extent (if any) (but not behind the red line marked "A B" shown on the plan signed in duplicate by Sir Luke White the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments of the House of Lords) and on such terms as in default of agreement between the Willesden Council and the Company may be determined to be proper and reasonable by an arbitrator

to be appointed on the application of either of them by the President of the Surveyors' Institution and the Company shall thereupon set the same back accordingly and the council shall at their own expense make up pave and maintain the land so thrown into the thoroughfare as part of the roadway of Alpha Place:

(5) The Company shall not deposit any soil or materials anywhere within the Willesden district so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the Willesden district:

(6) The Company shall make full compensation to the Willesden Council for any subsidence of or damage to any street road footpath sewer drain or other work vested in or repaired by or under the jurisdiction or control of the Willesden 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) The reasonable costs charges and expenses of or incurred by the engineer of the Willesden Council in respect of the necessary supervision by him of any works of the Company under this Act shall be borne and paid by the Company and be a debt due from the Company to the Willesden Council:

(8) While the Company are possessed under the authority of this Act of any lands houses buildings cellars or other property within the Willesden district assessed or liable to be assessed to any general district or other rate and until any works to be constructed by the Company in or upon any such lands or other property are so far completed as to be assessed or liable to be assessed to such rate the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars or other property being taken or used by them and the deficiency shall be computed according

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to the value at which such lands houses buildings cellars or other property are assessed to the last rate made before the passing of this Act and on demand of such deficiency the Company shall pay all such deficiencies to the collector of the said rates respectively:

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

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

For protection of Ecclesiastical Commissioners.

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

(A) The Company shall not (except as hereinafter provided) acquire under the powers of this Act the interest of the Ecclesiastical Commissioners in any land or lands on their estates other than that which shall be required for the site or sites of any passenger station or stations with the necessary booking halls and lavatories or for a sub-station for transforming electricity or for the purposes of running lines and sidings for passenger trains Provided nevertheless that buildings may be erected over the said stations subject to the conditions of subsection (E) of this section:

(B) The Company shall remove all buildings standing on any land they acquire from the Ecclesiastical Commissioners under the powers of this Act and until such buildings shall be removed they shall be kept by the Company in such repair and condition as to conform with the covenants contained in the lease or leases under which the premises are now held from the Ecclesiastical Commissioners and if occupied such occupation shall be in conformity with the said covenants:

(C) If the Company find it necessary to remove the buildings over any part or parts of their tunnels for the purpose of constructing such tunnels they shall acquire the interests of the Ecclesiastical Commissioners in the property occupied by such buildings and shall pull down the buildings clear and fence in the site or so much thereof as shall not under the powers of this Act be added by the Company to the public highway with a six-foot close fence to the reasonable satisfaction of the surveyors to the Ecclesiastical Commissioners and shall within twelve months from the date of the opening of the railway for public traffic re-convey to the Ecclesiastical Commissioners their said interests in the site or so much thereof as aforesaid (but reserving an easement or right in perpetuity of constructing such tunnels and using the same for the purposes of their railway undertaking) at such price and on such conditions for prohibiting the erection thereon of buildings injuriously affecting the railway as shall be settled in case of dispute by arbitration pursuant to the provisions in that behalf contained in the Arbitration Act 1889:

(D) The Company will provide three passenger stations on the railways by this Act authorised of which two shall be in the parish of Paddington between the northern boundary of the parish and the Grand Junction Canal and one shall be in the parish of Willesden south of the main line of the London and North Western Railway:

(E) The Company shall not erect over any of the stations to be erected on land to be acquired from the

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Ecclesiastical Commissioners under the powers of this Act any building of a greater height or other elevation than shall be reasonably approved of by the surveyors to the Ecclesiastical Commissioners nor of a class inferior to the buildings on the adjoining estate of the Ecclesiastical Commissioners and no part of any building to be so erected shall (except as hereinafter provided) be used for the sale of intoxicating liquors nor for any purposes from which nuisance annoyance or damage may be caused to that estate Provided always that the Company may use or permit to be used the whole or any part of any such building for the purposes of such refreshment rooms as are usual at railway stations and the Company will pay to the surveyors to the Ecclesiastical Commissioners their expenses for approving the height and elevation of the said buildings:

(F) If the Company shall require to take under the powers of this Act more of the surface of any of the lands of the Ecclesiastical Commissioners than will leave the minimum open space required by the London Building Acts as regards land in the borough of Paddington or by the byelaws of the Willesden Urban District Council as regards land in the parish of Willesden to the buildings occupied in connection with such lands the Company shall acquire the interests of the Ecclesiastical Commissioners in the whole of such lands on which such minimum open space shall not be left as aforesaid together with the whole of the premises occupied in connection therewith and shall within two years of the date of the opening of the railway for public traffic re-sell so much of the said interests to the Ecclesiastical Commissioners as shall not be required for the site of any passenger station or stations with the necessary booking halls and lavatories and for a sub-station for transforming electricity and for the running lines and sidings of the Company or as shall not under the powers of this Act be added by the Company to a public highway at a price to be settled in case of dispute by arbitration pursuant to the provisions in that behalf contained in the Arbitration Act 1889:

(G) The Company shall be at liberty to acquire an easement or right of using the subsoil or under-surface under any public street without payment to the Ecclesiastical Commissioners where the soil of any such street is vested in the Ecclesiastical Commissioners:

(H) The Company will not without the consent of the Ecclesiastical Commissioners or their surveyors deviate their tunnels more than ten feet vertically upwards above the levels shown on the deposited plans:

(I) The Company shall not under the powers of this Act acquire the lands numbered 41 and 41A on the deposited plan of Railway No. 1 in the metropolitan borough of Paddington:

(J) The Company shall not under the powers of this Act acquire the surface of more than one of the three sites of which one is numbered 45 to 47 (inclusive) another is numbered 48 to 52 (inclusive) and the third is numbered 54 to 58 (inclusive) on the deposited plan of Railway No. 1 in the metropolitan borough of Paddington:

(K) The Company shall not under the powers of this Act acquire more than an easement under the lands numbered 60 to 68 (inclusive) on the deposited plan of Railway No. 1 in the metropolitan borough of Paddington:

(L) The Company shall not under the powers of this Act acquire the surface of more than one of the four sites one of which sites is numbered 69 to 81 (inclusive) the second 83 and 84 the third 85 to 102 (inclusive) and the fourth 104 to 107 (inclusive) on the deposited plan of Railway No. 1 in the metropolitan borough of Paddington:

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

(N) The Company shall not except for temporary lights during construction of the works use any large arc

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lights or flare lamps which may or shall in the opinion of the surveyors to the Ecclesiastical Commissioners be likely to be an annoyance to occupiers of any part of the estate of the Ecclesiastical Commissioners or be likely to tend to depreciate the value of any part of their estate for residential purposes:

(o) The Ecclesiastical Commissioners will sell to the Company such portions of the gardens of Nos. 112 114 116 and 118 Brondesbury Road as the Company may require for their works:

(p) If the Company acquire any of the lands numbered 2 and 4 to 34 (inclusive) on the deposited plan for Railway No. 3 they shall not make any opening from the lands so acquired on to Brondesbury Villas or Woodville Road for any purpose and the Company shall erect and maintain a brick wall along the side adjoining Brondesbury Villas and Woodville Road of the land so acquired such wall to be six feet in height from the ground adjoining the wall measured on whichever side of the wall such ground is highest:

(q) The Ecclesiastical Commissioners consent to the construction by the Company of Railway No. 1 authorised by this Act and Railway No. 2 authorised by the Act of 1911 in and through the lands coloured pink on the plan dated the second day of May one thousand nine hundred and twelve and signed by Ernest Cormack Finch on behalf of the Paddington Estate Trustees by Messrs. Clutton on behalf of the Ecclesiastical Commissioners and by Messrs. Vigers & Co. on behalf of the Company and the Company may purchase and take and the Ecclesiastical Commissioners shall sell and grant accordingly an easement or right of using so much of the subsoil or under-surface of the said lands as shall be required by the Company for the purposes of such railways The amount of the purchase-money and compensation to be paid to the Ecclesiastical Commissioners in respect of such easement or right shall in case of difference be determined in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement:

(R) If the Company under the powers of this Act acquire for the purpose of carrying out a re-housing scheme any of the premises described in the section of this Act the marginal note of which is "Power to Company to acquire additional lands" the Company shall acquire the whole of the lands so described and the plans and elevations of the new buildings to be erected on such lands shall be subject to the reasonable approval of the Ecclesiastical Commissioners or their surveyors whose charges shall be paid by the Company.

For protection of Paddington estate.

36. For the protection of the Paddington Estate Trustees the following provisions shall unless otherwise agreed in writing between the said trustees and the Company have effect (that is to say):—

(1) In this section the expression "the Paddington Estate Trustees" shall include George Tournay Biddulph Alexander Edward Thistlethwayte and the Honourable Thomas Henry Frederick Egerton the present trustees of the Paddington estate or other the trustees for the time being of the said estate and their assigns and the expression "the Paddington estate" shall include all hereditaments for the time being comprised in or subject to an indenture of lease dated the second day of July one thousand eight hundred and ninety-six and made between the Ecclesiastical Commissioners of the one part and John Cavendish Orred Walter Morshead and the said George Tournay Biddulph of the other part or in any renewal of the said lease or of which the Ecclesiastical Commissioners or the Paddington Estate Trustees may for the time being be either owners or lessees:

(2) The Company shall not (except as hereinafter provided) acquire under the powers of this Act the interest of the Paddington Estate Trustees in any land or lands on the Paddington estate other than such as shall be required for the site or sites of any passenger station or stations with the necessary booking halls and lavatories or for a sub-station for transforming electricity or for the purposes of running lines and

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sidings for passenger trains Provided nevertheless that buildings may be erected over the said stations subject to the conditions of subsection (6) of this section:

(3) The Company shall if and when required by the Paddington Estate Trustees remove all buildings standing on any land in which they acquire under the powers of this Act the interest of the Paddington Estate Trustees and until such buildings shall be removed they shall be kept by the Company in such repair and condition as to conform with the covenants contained in the lease or leases under which the premises are now held from the Paddington Estate Trustees and shall not be occupied otherwise than in conformity with the said covenants:

(4) If the Company find it necessary to remove the buildings over any part or parts of their tunnels for the purpose of constructing such tunnels they shall acquire the interest of the Paddington Estate Trustees and all interests derived through or under them in such buildings and the site thereof and the property occupied therewith and shall pull down the buildings and clear and fence in the site and property or so much thereof as shall not under the powers of this Act be added by the Company to the public highway with a six-foot close fence to the reasonable satisfaction of the agent or surveyor to the Paddington Estate Trustees and shall within twelve months from the date of the opening of the railway for public traffic convey or assure to the Paddington Estate Trustees the said site and property or so much thereof as aforesaid for similar or like interests in all respects as far as circumstances will admit to those so acquired as hereinbefore provided from the Paddington Estate Trustees and others in respect of the said buildings site and property (reserving an easement or right in perpetuity of constructing such tunnels and using the same for the purposes of their railway undertaking) at such price and on such conditions for prohibiting the erection thereon of buildings injuriously affecting the railway as shall be settled in case of dispute by arbitration pursuant to the

provisions in that behalf contained in the Arbitration Act 1889:

(5) The Company shall provide in the parish of Paddington between the northern boundary of the parish and the Grand Junction Canal two passenger stations on Railway No. 1:

(6) The Company shall not erect over any of the stations to be constructed under the powers of this Act on any part of the Paddington estate any building of a greater height or other elevation than shall be reasonably approved of by the agent or surveyor to the Paddington Estate Trustees or of a class inferior to the buildings on the adjacent portion of the Paddington estate and no part of any buildings to be so erected shall (except as hereinafter provided) be used for the sale of intoxicating liquors or for any purpose from which nuisance annoyance or damage may be caused to the Paddington Estate Trustees or their lessees or the tenants or occupiers of any part of the Paddington estate Provided always that the Company may use or permit to be used the whole or any part of any such building for the purpose of such refreshment rooms as are usual at railway stations:

(7) The Company shall pay to the agent or surveyor to the Paddington Estate Trustees his expenses for approving the height and elevation of the said buildings:

(8) If the Company shall require to take under the powers of this Act more of the surface of any of the lands forming part of the Paddington estate than will leave the minimum open space required by the London Building Acts as regards the buildings occupied in connection with such lands the Company shall acquire the interest of the Paddington Estate Trustees and all interests derived through or under them in the whole of such lands on which such minimum open space shall not be left as aforesaid and in the whole of the premises occupied in connection therewith and shall if and when required by the Paddington Estate Trustees at any time within two years from the date

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of the opening of Railway No. 1 for public traffic sell convey and assure to the Paddington Estate Trustees similar or like interests in all respects so far as circumstances will admit to those so acquired as hereinbefore provided in so much of such lands and premises as shall not be required for the site of any passenger station or stations with the necessary booking halls and lavatories and for a sub-station for transforming electricity and for the running lines and sidings of the Company or as shall not under the powers of this Act be added by the Company to the public highway at a price to be settled in case of dispute by arbitration pursuant to the provisions in that behalf contained in the Arbitration Act 1889:

(9) Any and every conveyance and assurance to the Paddington Estate Trustees under subsections (4) and (8) of this section or either of them shall be considered as and be deemed to be and be treated and have the same effect as a re-investment in real estate under the Lands Clauses Consolidation Act 1845 of purchase-money or compensation coming to parties having limited interests and not having power of sale and shall be carried out accordingly in all respects including as regards moneys required by the Paddington Estate Trustees which shall be payable and paid out of the purchase-moneys received by the Paddington Estate Trustees for the acquisition of their interest in the said buildings site and property (which are hereinafter together referred to as "the sold premises") or any re-investments representing the same or any part thereof And from and after the execution of any and every such conveyance and assurance to the Paddington Estate Trustees as aforesaid the premises thereby purported to be conveyed and assured (hereinafter referred to as "the re-purchased land") shall be vested in and held by the Paddington Estate Trustees as lessees and trustees thereof respectively for such estates term of years right of renewal and other rights and interests and with such powers and authorities and under and subject to such rents reservations restrictions covenants and regulations and upon such trusts and for such interests and purposes as the sold premises would have

been vested in and held by them respectively if the acquisition of the interests therein of the Paddington Estate Trustees had not taken place or such of the same as should be then subsisting and capable of taking effect And all such powers clauses or provisions contained in the several Acts of Parliament of the 35th 38th 44th and 48th years of His late Majesty King George the Third and of the 6th year of the reign of Her late Majesty Queen Victoria and in any other Act or Acts of Parliament heretofore passed relating to or affecting the Paddington estate as would have been applicable to and might take effect or be exercised touching the sold premises shall and may extend and be applicable to and take effect and be exercised in respect of the re-purchased land in like manner and as effectually as if the re-purchased land had remained and always been part of the Paddington estate and comprised in the said indenture of lease of the second day of July one thousand eight hundred and ninety-six and the lease and previous leases in renewal of which the same and previous leases had been granted and the acquisition by the Company of the aforesaid interests had not taken place but subject to the said easement or right and conditions referred to in subsection (4) hereof and to which the conveyance and assurance may be expressed to be subject:

(10) The Company shall be at liberty to acquire an easement or right of using for the purposes of Railway No. 1 the subsoil or under-surface under any public street without payment to the Paddington Estate Trustees where the soil of any such street is vested in the Paddington Estate Trustees:

(11) The Company shall not without the consent of the Paddington Estate Trustees or their agent or surveyor in constructing their tunnels deviate to any greater extent than ten feet vertically upwards above the levels shown on the deposited plans:

(12) The Company shall not under the powers of this Act acquire the lands numbered on the deposited plan of Railway No. 1 41 and 41A in the metropolitan borough of Paddington:

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(13) The Company shall not under the powers of this Act acquire the surface of more than one of the three sites of which one is numbered 45 to 47 (inclusive) another is numbered 48 to 52 (inclusive) and the third is numbered 54 to 58 (inclusive) in the metropolitan borough of Paddington on the deposited plan of Railway No. 1:

(14) The Company shall not under the powers of this Act acquire any greater interest in the lands numbered 60 to 68 (inclusive) in the metropolitan borough of Paddington on the deposited plan of Railway No. 1 than an easement or right of constructing maintaining and using the said railway under the said lands:

(15) The Company shall not under the powers of this Act acquire the surface of more than one of the four sites one of which sites is numbered 69 to 81 (inclusive) the second 83 and 84 the third 85 to 102 (inclusive) and the fourth 104 to 107 (inclusive) in the metropolitan borough of Paddington on the deposited plan of Railway No. 1:

(16) The Paddington Estate Trustees consent to the construction by the Company of Railway No. 1 authorised by this Act and Railway No. 2 authorised by the Act of 1911 in and through the lands coloured pink on the plan dated the second day of May one thousand nine hundred and twelve and signed by Ernest Cormack Finch on behalf of the Paddington Estate Trustees by Messrs. Clutton on behalf of the Ecclesiastical Commissioners and by Messrs. Vigers & Co. on behalf of the Company and the Company may purchase and take and the Paddington Estate Trustees shall sell and grant accordingly an easement or right of using so much of the subsoil or undersurface of the said lands as shall be required by the Company for the purposes of such railways The amount of the purchase-money and compensation to be paid to the Paddington Estate Trustees in respect of such easement or right shall in case of difference be determined in accordance with the provisions of

the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement:

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

(18) 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 agent or surveyor to the Paddington Estate Trustees be likely to be an annoyance to occupiers of any part of the Paddington estate or be likely or tend to depreciate the value of any part of the said estate for residential purposes:

(19) The purchase-money payable in respect of the interest of the Paddington Estate Trustees in any part of or interest in the Paddington estate acquired or to be acquired by the Company under this Act or (so far as regards any such lands as are referred to in subsection (16) of this section) under the Act of 1911 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 Paddington Estate Trustees to order the said sum or any part thereof to be paid out to the Paddington Estate Trustees 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 or in or towards laying out developing or improving any part of the Paddington estate for building purposes or in or towards the payment of any land taxes payable by the Paddington Estate Trustees in respect of the Paddington estate

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or any part thereof and the costs and expenses incidental to such taxes and the payment thereof or to or for such other purposes for the benefit of the Paddington estate and of the interest of the Paddington Estate Trustees therein or in payment of such costs charges and expenses connected therewith as the said court shall think fit and it shall be lawful for the said court upon the application of the Paddington Estate Trustees 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:

(20) The last preceding subsection is not intended to and shall not relieve the Company from bearing and paying all such costs charges and expenses as would have been payable by them if the purchase-money referred to in the said subsection had been deposited in the Bank of England pursuant to the provisions of the Lands Clauses Acts and the Company shall bear and pay the same notwithstanding anything contained in the said subsection.

For protection of vicar and churchwardens of St. Saviour's Paddington.

37. For the protection of the vicar and churchwardens of St. Saviour's Paddington (hereinafter called "the church" which expression shall include the fabric or building of St. Saviour's Paddington and every part thereof with the vaults crypts and vestries adjoining) the following provisions shall unless otherwise agreed in writing between the said vicar and churchwardens and the Company have effect (that is to say):—

(1) No work shall be carried on in connection with the construction of the railway within fifty yards from any part of the church during the hours of divine service on Sundays or on Christmas Day or Good Friday except in case of emergency:

(2) During the construction of the railway and the works connected therewith an engineer or surveyor to be appointed by the vicar and churchwardens shall at all reasonable times after giving twenty-four hours' notice to the engineer of the Company have the right of access to and of inspecting the same so far as such

works may be deemed by him likely to affect the church :

(3) Before any of the works in connection with the railway are commenced the Company shall at their own expense carefully plumb the tower and walls of the church in the presence of the engineer or surveyor of the said vicar and churchwardens and shall forthwith furnish a report of the result to the said vicar and churchwardens.

PART III.

RATES &C.

Rates and charges.

38. The Company may demand and take for the conveyance of passengers and for small parcels conveyed upon Railways Nos. 1 and 2 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.

Power to Company to carry dogs and to demand and take rates and charges therefor.

39. Notwithstanding anything contained in the London Electric Railway Acts 1893 to 1911 or any other Act or Acts relating to or affecting the Company the Company may convey dogs on the railways for the time being owned worked or run over by or leased to them and may from time to time make vary or rescind regulations with regard thereto and the admission or removal of dogs to or from the premises of the Company and the carriages on the said railways and no person shall be entitled to a seat for the accommodation of a dog in any carriage on the railways aforesaid The Company may demand and take for such conveyance any rates or charges not exceeding the fares which they are for the time being authorised to demand and take for the conveyance of passengers.

Workmen's trains.

40.—(1) From and after the opening of Railways Nos. 1 and 2 for public traffic section 55 of the Act of 1910 shall extend and apply to those railways as if they 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 as if Part I. of the Seventh Schedule hereto had been added thereto and incorporated therein.

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(2) From and after the date of amalgamation the following provisions shall have effect in relation to workmen's trains and workmen's fares (that is to say) :—

(A) At all times after the opening of the railways of the Edgware Company or any part thereof for conveyance of passengers the Company shall run a sufficient number of trains in the morning of every day of the week except Sundays Christmas Day Good Friday and Bank Holidays and shall on such mornings issue at all the stations for the time being of the Company named in any part of Part II. of the Seventh Schedule to this Act return tickets for workmen to all other stations for the time being of the Company named in the same part of the said schedule and available for any train timed to leave the station at which such tickets are issued at or before eight o'clock on the morning of the day of issue thereof and such tickets shall be issued at fares which shall not exceed the fares set out in the same part of the said schedule The Company shall not be bound to issue single journey tickets under the provisions of this section:

(B) The provisions of subsections (2) (3) (4) (5) and (6) of section 55 of the Act of 1910 are hereby incorporated with and form part of this subsection as fully and effectually as if those subsections had been re-enacted in this Act with reference to the railways of the Edgware Company.

PART IV.

POWERS TO AND AGREEMENTS WITH THE NORTH WESTERN COMPANY.

Agreements

41.—(1) The Company on the one hand and the North 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 the railways or any of them or any part or parts thereof and the construction alteration ownership maintenance renewal and user of the Queen's Park Station of the North Western Company and of such other works and conveniences in connection with the railways and

communications between such railways and of the existing railways of the North Western Company whether upon in or through lands now or hereafter belonging to the Company or the North Western Company as may be necessary or convenient for enabling passengers and their luggage and other traffic to pass to and fro between the said railways.

(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 North 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 North Western 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 North Western Company as aforesaid.

(3) Any agreement under this section may provide for the carrying out by the Company and the North Western Company jointly or by either of the Companies wholly or in part of any scheme or schemes for the re-housing of the working classes rendered necessary by the construction of the railways or any of them or any part or parts thereof.

(4) Any agreement under this section may provide for any capital or annual or other payments under the said agreement relating to any of the matters aforesaid or any of them and may also provide for the appointment of a joint committee of the Company and the North Western Company for carrying into effect the provisions thereof and of this section.

Power to North Western Company to construct Railway No. 3.

42. The North Western Company may at any time within three months after the passing of this Act serve a notice on the Company electing to construct Railway No. 3 by this Act authorised and as and from the date of service of such notice all the rights powers duties obligations and liabilities conferred or imposed upon the Company by this Act or the enactments incorporated therewith or applied or extended thereto in reference to the construction of the said Railway No. 3 and the works and conveniences in connection therewith and the acquisition of lands therefor shall (subject as between the Company and the North Western Company to the agreement dated the twentieth

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day of June one thousand nine hundred and twelve set forth in the Sixth Schedule to this Act) be transferred to and vested in and imposed upon the North Western Company and all the powers of this Act in relation to the construction of the said Railway No. 3 and the works and conveniences connected therewith and the acquisition of lands as aforesaid may (subject as aforesaid) be exercised by the North Western Company accordingly.

Vesting Railway No. 3 in North Western Company.

43. Railway No. 3 and the works and conveniences connected therewith when completed and opened for public traffic whether constructed by the Company or the North Western Company shall for all purposes vest in and form part of the undertaking of the North Western Company and that company may demand and take for the conveyance of passengers goods wares and merchandise conveyed on such railway rates or charges not exceeding those authorised by section 6 of the London and North Western Railway Act 1907 and that section and sections 7 and 8 of the said Act shall extend and apply as if Railway No. 3 by this Act authorised had been authorised by the said Act of 1907.

Saving for Postmaster-General.

44. Nothing in this Act or in any agreement confirmed by or 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 railway and works comprised in the undertaking of the Company and from time to time alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act or the making of any such agreement as aforesaid be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is owned leased or worked by the North Western Company as freely and fully in all respects as he was entitled to do before the passing of this Act or the making of any such agreement as aforesaid.

Confirmation of agreement between Company and North Western Company.

45. The agreement dated the twentieth day of June one thousand nine hundred and twelve made between the Company of the one part and the North Western Company of the other part set forth in the Sixth Schedule to this Act is hereby confirmed and made binding on the parties hereto and may and shall be carried into effect accordingly. The Company and the

North Western Company respectively may apply their capital funds and revenues to or towards all or any of the purposes thereof The said agreement shall be produced to the Commissioners of Inland Revenue duly stamped with the stamp duty chargeable thereon and in default of such production for three months after the passing of this Act the duty with interest thereon at the rate of five per centum per annum shall be a debt to His Majesty recoverable from the Company.

As to payment of interest under agreement between Company and North Western Company.

46. So much of the interest payable by the Company to the North Western Company under the provisions of the said agreement of the twentieth day of June one thousand nine hundred and twelve as accrues during the period by this Act limited for the construction of the railways and works by this Act authorised may be charged by the Company to capital account as part of the cost of construction All such interest as aforesaid as accrues subsequently to the expiration of the period by this Act limited for the construction of the said railways and works shall be payable and treated as part of the cost of working the undertaking of the Company.

Power to North Western Company to raise money by creation of shares or stock or debenture stock.

47. The North Western Company may for the purpose of carrying out the powers conferred on them by this Act apply any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking and may raise any share or loan capital not exceeding in nominal amount one million pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or debenture stock or wholly or partially by any one or more of those modes respectively and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

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The making of dividends;

The giving of notices; and

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

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of the Companies Clauses Act 1863 shall extend and apply to the North Western Company and to the additional capital which they are by this Act authorised to raise.

Shares not to be issued until one-fifth paid up.

48. The North Western Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

PART V.

CAPITAL.

Power to raise additional capital.

49. The capital of the Company shall by virtue of this Act and without any further or other authority be increased by the creation of seven 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.

50. 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.

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

(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.

52. Section 19 (the marginal note of which is "For appointment of a receiver") of the Act of 1911 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provision The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

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Existing mortgages to have priority.

53. 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.

54. If any money is payable to a shareholder or mortgagee or debenture stockholder 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.

55. All moneys raised under this Act whether by 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.

As to disposal of new shares or stock.

56.—(1) Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may dispose at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company of any portion of the capital constituted by this Act which is not required for the shareholders of the Edgware Company under the provisions and for the purposes of Part VI. of this Act.

(2) No portion of the London Electric Railway four per centum preference stock created by this Act which is not required for the purposes of Part VI. of this Act shall vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such portion of stock is paid in respect thereof.

Calls.

57. One-fifth of the amount of any portion of London Electric Railway four per centum preference stock authorised by this Act shall be the greatest amount of a call in respect of such portion of stock and two months at least shall be the interval between successive calls and four-fifths of the amount of any portion of such stock shall be the utmost aggregate amount of the calls made in any year upon such portion of stock.

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

58.—(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 (hereinafter 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 London Electric Railway Amalgamation Act 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.

Power to pay interest out of capital during construction.

59. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by the Act of 1911 and by this Act authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any stockholder on the amount from time to time paid up on the preference stock held by him from the respective times of such payments until the expiration of the time limited by the Act of 1911 and by this Act and by the Edgware Acts for the completion of the respective works by such Acts authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say):—

(A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the preference stock authorised by the Act of 1911 and this Act in respect of which such interest

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may be paid has been actually issued and accepted and is held by stockholders who or whose executors administrators or assigns are legally liable for the same:

(b) No such interest shall accrue in favour of any stockholder for any time during which any call on any of his preference stock is in arrear:

(c) The aggregate amount to be so paid for interest shall not exceed thirty-two thousand pounds in respect of the preference stock authorised to be raised by the Act of 1911 and seventy-two thousand pounds in respect of the preference stock authorised to be raised by this Act:

(d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for preference stock:

(e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest shall be paid out of any stock or share or loan capital which the Company are by this or any other Act authorised to raise to any stockholder on the amount of the calls made in respect of the preference stock held by him but nothing in this Act shall prevent the Company from paying to any stockholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Power to charge interest on debenture stock during construction out of capital.

60. The Company may charge to capital account the interest accruing during the periods of construction respectively limited by the Act of 1911 and by the Edgware Acts for the construction of the railways and works by those Acts authorised on all debenture stock which may be issued by the Company for the purposes of providing for the construction or equipment of the said railways and works or any of them.

Part VI.

Amalgamation with the Edgware Company.

Amalgamation of Edgware Com-

61.—(1) As on and from the date of amalgamation the undertaking of the Edgware Company subject to the fulfilment

by the Company of the contracts and the payment and discharge by the Company of the obligations debts and liabilities of the Edgware Company including rents and rentcharges (if any) shall by virtue of this Act be transferred to and amalgamated with the undertaking of the Company to the intent that the same shall thenceforth constitute one undertaking. A.D. 1912. pany with Company.

(2) The amalgamation provided for by this section shall be deemed to be an amalgamation of the undertakings of the Edgware Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly subject to the provisions of this Act.

(3) On and from the date of amalgamation the railway of the Edgware Company shall for the purposes of calculating the maximum charges be deemed to be part of the London Electric Railway and section 54 of the Act of 1910 as modified and extended by this Act shall apply to the railways so amalgamated.

Directors of Edgware Company to continue in office for certain purposes.

62. Notwithstanding anything contained in this Act the directors of the Edgware Company in office at the passing of this Act and the survivors of them shall continue in office without re-election and may and shall exercise all powers necessary for all or any of the following purposes (that is to say):—

(A) Carrying out any other provisions of this Act which ought to be carried out by the Edgware Company; and

(B) Winding up the affairs of the Edgware Company in pursuance of this Act.

Dissolution of Edgware Company.

63.—(1) As on and from the date of amalgamation the Edgware Company shall by virtue of this Act be dissolved except for the purpose of carrying into effect the provisions of this Act and winding up their affairs.

(2) When and as soon as the Edgware Company shall have carried into effect the provisions of this Act so far as they relate to or affect such company and on the completion of the winding up of the affairs of such company notice thereof shall be given by that company by advertisement in the London Gazette and on the expiration of one month from the date of publication of

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such notice such company shall be by virtue of this Act finally dissolved and cease to exist.

(3) Each registered holder of ordinary shares in the Edgware Company shall be entitled to receive and shall accept in exchange for such shares London Electric Railway four per centum preference stock equal in nominal amount to the nominal amount of the ordinary shares in the Edgware Company held by him and credited as paid up to a proportionate extent.

(4) Every person who by virtue of any contract or agreement entered into by the Edgware Company prior to the passing of this Act is or but for the passing of this Act would be now or hereafter entitled to have issued to him any ordinary shares or debenture stock of the Edgware Company shall be entitled to receive and shall accept instead thereof London Electric Railway four per centum preference stock or (as the case may be) London Electric Railway four per centum debenture stock of the same nominal value and credited as paid up to the same extent as ordinary shares or debenture stock of the Edgware Company.

As to fractional parts of a pound of London Electric Railway stock.

64. Notwithstanding anything in this Act contained no holder of shares of the Edgware Company shall become entitled by conversion exchange or otherwise under this Act to any fractional part of a pound of London Electric Railway four per centum preference stock or to any fractional part of a share in the capital of the Company but in every case in which any such holder would but for this enactment have become entitled to a fractional part of a pound of London Electric Railway four per centum preference stock the Company may at its option pay to such holder such a sum in cash as shall be equal to the market value of such fractional part or receive from such holder such an amount in cash at the market value aforesaid as will make up the amount of London Electric Railway four per centum preference stock to which he is entitled by conversion exchange or otherwise under this Act to an integral number of pounds.

Certificates of shares to be exchanged.

65. Every holder of shares in the Edgware Company shall on and after the date of amalgamation upon delivery of the certificates for such shares to the Company be entitled as soon as practicable afterwards to receive instead thereof from the Company certificates for the stock of the Company to which such holder is entitled under the provisions of this Act and such certificates with respect to the shares in the Edgware Company shall upon such exchange be cancelled.

Provision as to certificates lost or destroyed.

66. If the certificate for any share or debenture stock in the Edgware Company in exchange for which any certificate for any preference stock or for any debenture stock is to be issued under this Act be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificate to the satisfaction of the directors of the Company they shall deliver to the person entitled thereto a certificate for the preference stock or debenture stock or pay to such person the amount of cash to which he would be entitled under this Act as if such first-mentioned certificate had not been lost or destroyed but had been delivered to the Company in terms of this Act.

Trustees and others to accept substituted stock shares or debenture stock.

67. Trustees executors and administrators being holders of shares or debenture stock of the Edgware Company may and shall accept or hold the preference stock or as the case may be the debenture stock which are issued under the provisions of this Act to the holders thereof respectively in exchange therefor and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the shares or debenture stock aforesaid held by them immediately before such exchange All such trustees executors and administrators as aforesaid are hereby respectively indemnified in respect of the execution by them of the provisions of this Act.

London Electric Railway preference stock and debenture stock to be held on same trusts as shares &c. for which they are substituted.

68. All London Electric Railway four per centum preference stock and London Electric Railway four per centum debenture stock shall be held upon and subject to the same trusts and obligations as the shares and debenture stock in the Edgware Company from the exchange of which they result were held or subject to immediately before such exchange and so as to give effect to and not alter or revoke any deed or other instrument or any testamentary disposition of or affecting such last-mentioned shares or debenture stock either before or after the exchange thereof Every judgment order notice deed instrument or testamentary disposition affecting any of such last-mentioned shares or debenture stock shall upon the exchange thereof under this Act take effect with reference to the London Electric Railway four per centum preference stock or the London Electric Railway four per centum debenture stock as the case may be into which the same are exchanged.

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Receipt in case of persons not sui juris.

69. If any money is payable to a holder of shares or to a mortgagee of the Edgware Company who is a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Application of special Acts.

70. All statutory rights powers and privileges vested in and exercisable by the Edgware Company in relation to its undertaking as such undertaking existed immediately before the date of amalgamation shall by virtue and subject to the provisions of this Act and except as by this Act otherwise provided be as on the date of amalgamation transferred to and vested in the Company and may be thenceforth enjoyed and exercised by the Company as fully and effectually in all respects as the Edgware Company might have enjoyed and exercised the same if this Act had not been passed and the Edgware Railway Acts so far as they relate to or affect the Edgware Company or its undertaking shall as on and from the date of amalgamation be read and construed (subject to the provisions of this Act) as if the name of the Company had been used therein instead of the name of the Edgware Company Provided that—

(1) None of the provisions of any Act or agreement relating to or restricting the powers rights privileges authorities or charges of the Company or the Edgware Company in relation to their respective undertakings as such undertakings respectively existed immediately before the date of amalgamation or the traffic thereon which if the amalgamation had not taken place would have applied exclusively to one or other of such undertakings or one or other of such companies in respect thereof shall apply to any portion of the undertaking of the Company to which it did not relate or apply immediately before the date of amalgamation or to the Company in respect of such last-mentioned portion of the undertaking of the Company:

(2) The sections of the special Acts of the Edgware Company particulars of which are set out in the Fifth Schedule to this Act are hereby repealed to the extent set out in such schedule:

(3) If the Edgware Bill passes into an Act in the present session of Parliament after the passing of this Act or subsequent to the date of amalgamation it shall

for the purposes of this Act be deemed to have so passed before the passing of this Act or before the date of amalgamation as the case may be.

Cancellation of agreement between Underground Company and Edgware Company.

71. The agreement dated the tenth day of August one thousand nine hundred and nine between the Underground Company of the one part and the Edgware Company of the other part which is scheduled to and confirmed by the Edgware and Hampstead Railway Act 1909 shall be and the same is hereby cancelled and shall be void and cease to have effect.

PART VII.

MISCELLANEOUS.

Power to Company and District Company to supply electrical energy to Richmond Company.

72.—(1) The Company and the District Company or either of them may supply electrical energy from the Lots Road generating station to the Richmond Company and the Richmond Company may take and use any such electrical energy for the purposes for which they are authorised by any Act of Parliament or Provisional Order confirmed by and having the effect of an Act of Parliament to supply distribute and use electrical energy Provided that the Richmond Company shall not take a supply of electrical energy under the powers of this section unless and until the Corporation of Richmond consent thereto in writing under their corporate seal.

(2) The Company the District Company and the South Western Company or any of them may for the purposes of any such supply as aforesaid transform supply and transmit electrical energy by means of or through their respective electrical sub-stations railways cable-subways cables and other works and may use their respective sub-stations railways cable-subways cables and other works for the purpose of transmitting transforming or supplying any electrical energy supplied to the Richmond Company and may apply their funds and revenues for or in relation to all or any of the purposes of this section.

(3) The Company the District Company the South Western Company and the Richmond Company or any of them may enter into carry into effect vary and rescind agreements for and in relation to any of the purposes of this section.

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(4) The Electric Lighting Acts 1882 to 1888 shall not apply to the Company the District Company or the South Western Company.

(5) All provisions which are contained in this Act or in any of the Acts of the Company or of the District 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 or the District Company respectively of any of the powers conferred by this Act or by any agreement made under this Act and the South Western Company shall not exercise the powers conferred by this Act in such a 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 And further the District Company and the South Western Company shall not exercise the powers aforesaid in such a manner as to prejudice the rights of the Postmaster-General in relation to the railways of the District Company and the South Western Company respectively or to interfere with or involve additional expense in the exercise of such rights.

Agreements with Ecclesiastical Commissioners Paddington Estate Trustees and Grand Junction Canal Company.

73. The Company on the one hand and the Ecclesiastical Commissioners the trustees of the Paddington Estate and the Company of Proprietors of the Grand Junction Canal or any of them on the other hand may enter into and carry into effect agreements and arrangements with reference to the acquisition leasing and user by the Company of any lands within the limits of deviation of the railways as shown on the deposited plans for the purpose of the construction and working of shafts lifts and other appliances required for or otherwise in connection with the construction of the railways and the works connected therewith.

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

74. 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 this Act.

As to buildings upon lands of Company.

75. Section 13 (the marginal note of which is "As to buildings upon lands of Company") of the Great Northern Piccadilly and Brompton Railway (Various Powers) Act 1903 and section 25 (the marginal note of which is "As to means of

access to station buildings") of the Great Northern Piccadilly and Brompton Railway Act 1908 shall apply to any lands station buildings or sites for stations or station buildings which may be acquired under the provisions of this Act and to any buildings now or hereafter erected on or over any of such lands stations station buildings or sites and to any means of access to any buildings now or hereafter erected over or partly over such station buildings and the said section 25 shall so far as any such lands station buildings or sites and any buildings to be erected thereon and any means of access thereto may be situate in the urban district of Willesden be read and have effect as if the Willesden Urban District Council were substituted in that section for the London County Council and as if the Acts and byelaws in force in the urban district of Willesden were referred to therein instead of the London Building Acts and the byelaws and regulations in force thereunder.

Saving rights of Crown.

76. 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 under-surface 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 exercisable by the King's Majesty.

Power to apply corporate funds to purposes of Act.

77. The Company may apply to the purposes of this Act or to the general purposes of their undertaking being in all cases purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stocks or debenture stock or borrowing by virtue of the Acts of 1910 and 1911 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 1911 or this Act made specially applicable.

Power to North Western Company

78. The North Western Company the District Company and the South Western Company respectively may apply to any of the purposes of this Act in which they are interested and to

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District Company and South Western Company to apply funds.

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.

79. 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.

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

80. 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.

81. 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.

82. 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. A.D. 1912.

FIRST SCHEDULE.

SECTIONS AND PROVISIONS OF THE ACTS OF 1893 1899 1902 AND 1911 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 protection of sewers of the council	44
Inspection of works by council	46
Walls of buildings to be made good	47
Exhibition of placards in the county of London	50
For the protection of the sewers of district boards and vestries	51
For protection of the Gas Light and Coke Company	59
Company empowered to underpin or otherwise strengthen houses near railway	73
Agreements with council and local authorities	89
ACT OF 1899.	
Special provisions as to use of electrical power	7
ACT OF 1902.	
As to powers of Board of Trade in respect of use of mechanical power	9
Plans &c. to be approved by Board of Trade before works commenced	10
Compensation for damage by working	11
As to unsightly hoardings	19
Buildings not to be brought beyond general line &c.	20
Objects of interest to be at disposal of London County Council	21
Map and plan of underground works of Company to be made	26
Amending sections 50 and 51 of Act of 1893	33
General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order	67
For protection of Postmaster-General	76

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Marginal Note of Section.	Number of Section.
BAKER STREET ACT OF 1906.	
For protection of Paddington Borough Council - - - - - -	25 subsections (1) (2) (3) (4) (5) and (7)
ACT OF 1911.	
For protection of London County Council - - - - - - -	28 subsections (1) and (6).

SECOND SCHEDULE.

PART 1.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY ARE TO BE TAKEN.

Where situate.	Numbers on deposited Plans.
	RAILWAY No. 1.
Parish and metropolitan borough of Paddington in the county of London.	1 to 17 19 to 40 42 to 44 48 to 50 53 56 to 79 82 85 to 98 103 and 108 to 111 all inclusive.
Parish and urban district of Willesden in the county of Middlesex.	5 14 19 20 25 32 37 and 68.
	RAILWAY No. 2.
Parish and urban district of Willesden in the county of Middlesex.	1 and 43.
	RAILWAY No. 3.
Parish and urban district of Willesden in the county of Middlesex.	43.

PART 2.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY BE TAKEN.

Where situate.	Numbers on deposited Plans.
	RAILWAY No. 1.
Parish and metropolitan borough of Paddington in the county of London.	18 41 41A 45 to 47 51 52 54 55 80 81 83 84 99 to 102 104 to 107 and 112 to 117 all inclusive.
Parish and urban district of Willesden in the county of Middlesex.	1 to 4 and 6 to 13 all inclusive.
	RAILWAY No. 2.
Parish and urban district of Willesden in the county of Middlesex.	2.

THIRD SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Where situate.	Numbers on deposited Plans.
	RAILWAY No. 1.
Parish and metropolitan borough of Paddington in the county of London.	18 45 to 47 51 52 99 and 100 all inclusive.
Parish and urban district of Willesden in the county of Middlesex.	89.
	RAILWAY No. 2.
Parish and urban district of Willesden in the county of Middlesex.	2 35 to 39 and 46 to 82 all inclusive.
	RAILWAY No. 3.
Parish and urban district of Willesden in the county of Middlesex.	2 35 to 39 and 82 all inclusive.

FOURTH SCHEDULE.

ACTS OF AND RELATING TO THE EDGWARE COMPANY.

Session and Chapter.	Short Title.
2 Edw. 7. c. cclvii. - - -	Edgware and Hampstead Railway Act 1902.
5 Edw. 7. c. cclxix. - -	Edgware and Hampstead Railway Act 1905.
9 Edw. 7. c. clx. - - -	Edgware and Hampstead Railway Act 1909.

FIFTH SCHEDULE.

EDGWARE AND HAMPSTEAD RAILWAY ACT 1902.

Marginal Note of Section.	Number of Section.	Extent of Repeal.
Shares not to be issued until one-fifth paid up - - -	28	The whole.
Calls - - - - - - - - - -	29	The whole.
Power to borrow on mortgage - - - - - -	30	The whole.
Arrears may be enforced by appointment of a receiver - - - - - - - - -	31	The whole.
Power to create debenture stock - - - -	32	The whole.
Receipt in case of persons not sui juris - - -	33	The whole.
Application of moneys - - - - - -	34	The whole.
First ordinary meeting - - - - - -	35	The whole.
Qualification of directors - - - - -	37	The whole.
Quorum of directors - - - - - -	38	The whole.
First directors - - - - - - -	39	The whole.
Trains and cheap fares for labouring classes - -	58	The whole.
Working-class trains - - - - - -	59	The whole.

EDGWARE AND HAMPSTEAD RAILWAY ACT 1909.

Marginal Note of Section.	Number of Section.	Extent of Repeal.
Division of ordinary shares of Company into two classes - - - - - - - - -	26	The whole

SIXTH SCHEDULE.

AN AGREEMENT made the twentieth day of June one thousand nine hundred and twelve between THE LONDON AND NORTH WESTERN RAILWAY COMPANY (hereinafter called "the North Western Company") of the one part and THE LONDON ELECTRIC RAILWAY COMPANY (hereinafter called "the London Electric Company") of the other part.

WHEREAS the London Electric Company owns and works an electric railway known as the Baker Street and Waterloo Railway which now extends from a station at or near the Elephant and Castle to a station at or near Edgware Road:

And whereas the London Electric Company is now constructing an extension of its said railway from Edgware Road to the Paddington Station of the Great Western Railway Company:

And whereas the North Western Company is constructing an electric railway from Queen's Park Station to Watford:

And whereas it would be to the advantage of the public that a through service of electric trains should be put into operation on and over the said electric railways of the North Western Company and the London Electric Company:

And whereas with the object of providing such a through service of electric trains the London Electric Company is willing to promote a Bill for an Act to authorise the construction of an extension of its Baker Street and Waterloo Railway from Paddington to join the electric railway of the North Western Company at the said Queen's Park Station and the North Western Company is willing to assist in the construction of the said extension and both companies are willing to co-operate on the terms and conditions hereinafter contained:

Now it is hereby agreed between the North Western Company and the London Electric Company each on behalf of itself its successors and assigns as follows:—

INTERPRETATION.

1. The following expressions have in this Agreement the following meanings unless repugnant to the context:—

(*a*) "The North Western Company" means the London and North Western Railway Company;

(*b*) "The London Electric Company" means the London Electric Railway Company;

(*c*) "The two companies" means the North Western Company and the London Electric Company;

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(*d*) "The North Western Electric Railway" means the railway now in course of construction by the North Western Company from its Queen's Park Station to a terminus at Watford and intended to be worked by electrical power;

(*e*) "The plan" means the plan hereto annexed dated 6th May 1912 and signed by Ernest Crosbie Trench on behalf of the North Western Company and by Harley Hugh Dalrymple-Hay on behalf of the London Electric Company;

(*f*) "The connecting railway" means the railway commencing by a junction with the authorised railway of the London Electric Company under the Paddington Station of the Great Western Railway Company and terminating by a junction with the North Western Electric Railway to the west of Queen's Park Station on that railway together with all stations sidings and incidental works;

(*g*) "The sidings" means the sidings coloured yellow on the plan;

(*h*) "The junction" means the junction shown on the plan between the connecting railway and the North Western Electric Railway to the west of Queen's Park Station and includes the junctions of the up and down line of rails of the connecting railway with the up and down line of rails of the North Western Electric Railway;

(*i*) "The Baker Street Railway" means the Baker Street and Waterloo Railway of the London Electric Company from its commencement at or near the Elephant and Castle Station on that railway to its junction with the connecting railway under the Paddington Station of the Great Western Railway Company;

(*j*) "The joint station" means the portion of the Queen's Park Station of the North Western Company hatched in red upon the plan It does not include the running lines between the platforms;

(*k*) "Through trains" means trains passing over the railways of the two companies between the Elephant and Castle Station on the Baker Street Railway and Watford Station on the North Western Electric Railway or any intermediate points;

(*l*) "The service of through trains" means the service of through trains prescribed by this Agreement;

(*m*) "Through traffic" means passenger traffic between any station or place on the North Western Electric Railway other than the joint station and any station or place on the system of railways owned or worked by the London Electric Company;

(*n*) "Local traffic" means in the case of the North Western Company passenger traffic between any station or place on the North Western Electric Railway (including the joint station) and any other station or place on the North Western Electric Railway and in the case of the London Electric Company means passenger traffic between any station or place on the system of railways owned or worked by the London Electric Company (including the joint station) and any other station or place on such system;

(*o*) "Local trains of the London Electric Company" means trains of the London Electric Company between the joint station and any station on the Baker Street Railway or the connecting railway;

(*p*) "Local fares and rates" means with reference to the North Western Company fares and rates in respect of local traffic of the North Western Company and means with reference to the London Electric Company fares and rates in respect of local traffic of the London Electric Company;

(*q*) "Through fares and rates" means with reference to each of the two companies fares and rates in respect of through traffic;

(*r*) "The joint stock" means the electric locomotives motor carriages and rolling stock from time to time used or to be used for providing the service of through trains;

(*s*) "The joint station signals" means signals signal boxes and signalling apparatus controlling the entrance into departure from and use of the joint station and the sidings of and by local trains of the London Electric Company;

t) "The junction signals" means the signals signal boxes and signalling apparatus controlling the passage of through trains over and trains on the North Western Electric Railway past the junction;

(*u*) "The Bill" means the Bill to be promoted by the London Electric Company in pursuance of this Agreement.

PROMOTION OF BILL TO AUTHORISE CONNECTING RAILWAY.

2. The London Electric Company will make application to Parliament for and promote in the Session of 1912 and use its best efforts to secure the passing into law of a Bill to authorise the construction and working by electrical power by the London Electric Company of the connecting railway and the North Western Company will support the London Electric Company in such application.

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ADVANCE BY NORTH WESTERN COMPANY OF MONEY FOR CONSTRUCTION AND EQUIPMENT OF CONNECTING RAILWAY AND OTHER WORKS.

3. The North Western Company will subject to the sanction of Parliament being obtained advance to the London Electric Company the money required by the London Electric Company for the following purposes viz. :—

(*a*) The acquisition of the land and easements for and the construction equipment and opening for public traffic of the connecting railway and the works referred to in Articles 12 14 17 and 20 of this Agreement :

(*b*) The costs charges and expenses of and incidental to the preparation and carrying into effect of any scheme for the re-housing of the working classes which may be rendered necessary by the construction of the connecting railway and the works referred to in Articles 12 14 17 and 20 of this Agreement or any of them :

(*c*) The provision by the London Electric Company (if they so desire) of the proportion of the joint stock to be provided by the London Electric Company under this Agreement :

(*d*) The payment of interest until the connecting railway is opened for public traffic on (i) all moneys from time to time advanced by the North Western Company for all or any of the purposes specified or referred to in this Article and (ii) any money expended by the North Western Company in raising the amounts of money to be advanced under this Article.

4. The total amount of the money to be advanced by the North Western Company to the London Electric Company will not in any event exceed the sum of 1,000,000*l*.

5. Subject as in this Article mentioned the money to be advanced by the North Western Company to the London Electric Company will remain a loan in perpetuity by the North Western Company to the London Electric Company and shall not be called in by the North Western Company Provided always that the London Electric Company shall be entitled to pay off and the North Western Company shall accept payment of such loan at any time the London Electric Company may think fit.

6. The money to be advanced by the North Western Company to the London Electric Company for purposes specified or referred to in paragraph (*a*) of Article 3 of this Agreement will be advanced by the North Western Company from time to time within one month from the presentation by the London Electric Company of a certificate under the hand of its engineer for the construction of the connecting railway

stating the amount actually expended on the construction equipment or opening for traffic of the connecting railway and works referred to in the said paragraph (*a*) of Article 3 to the amount set out in such certificate.

7. The London Electric Company will afford to the North Western Company full facilities for verifying the amount of each such certificate and will produce for the inspection of the North Western Company or any person or persons duly authorised by the North Western Company in that behalf all vouchers accounts books and documents on and from which such certificate is compiled.

8. The money to be advanced by the North Western Company to the London Electric Company for purposes specified or referred to in paragraphs (*b*) (*c*) and (*d*) of Article 3 of this Agreement will be advanced from time to time by the North Western Company as and when the money is required by the London Electric Company.

9. The London Electric Company will from time to time pay to the North Western Company interest at the rate of four per cent. per annum on the amount of money at the time advanced to the London Electric Company for all or any of the purposes specified or referred to in Article 3 of this Agreement including any money expended by the North Western Company in raising the amounts of money advanced under that Article.

10. All interest accruing due from the London Electric Company to the North Western Company shall be paid half-yearly on each thirtieth day of June and thirty-first day of December and all such interest as aforesaid as accrues due subsequently to the opening for public traffic of the connecting railway shall be paid by the London Electric Company as part of the general working expenses of the London Electric Company.

Construction of Railways to form Through Route.

11. The North Western Company will grant to the London Electric Company in perpetuity an easement or right of constructing and using the connecting railway and the sidings where the same will be situate in or on lands of the North Western Company.

12. The North Western Company at its own cost will acquire the land hatched green on the plan The London Electric Company at its own cost will acquire the land (other than that hatched green on the plan and other than that which belongs to the North Western Company) required for the line coloured blue and coloured red hatched blue on the plan and for the sidings and will at its own cost construct all works necessary to enable the North Western Company to lay the permanent way for such line The London Electric Company will

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convey to the North Western Company so much of the said land acquired by the London Electric Company as will be occupied by such last-mentioned line and the works in connection therewith and the remainder of such land shall remain vested in the London Electric Company.

13. The London Electric Company at its own cost will complete the construction of the connecting railway as a double line of railway within a reasonable time after the passing of the Bill into law.

14. The North Western Company will construct and electrically equip the junction coloured red and coloured red hatched blue on the plan at the cost of the London Electric Company.

15. The North Western Company at its own cost will construct the joint station with platforms of a height of two feet nine inches above the level of the upper surface of the adjacent rails and the connecting railway shall be so constructed that the level of the upper surface of the rails adjacent to such platforms shall be one foot eight and a half inches below such platforms and the North Western Company will construct such station with proper approaches from the booking hall to such platforms and will either provide in the booking office of the North Western Company suitable accommodation for the purposes of the London Electric Company or if required by the London Electric Company provide a separate booking office of reasonable size and with reasonable accommodation for the requirements of the London Electric Company and will reserve such last-mentioned booking office for the exclusive use of the London Electric Company and will in any case permit the London Electric Company to place and maintain automatic ticket machines at convenient places in or near the entrances to the platforms.

16. The North Western Company will at its own cost construct the North Western Electric Railway from the junction to its termination at Watford so that rolling stock capable of running over the Baker Street Railway and the connecting railway will be capable of running over the whole of the North Western Electric Railway and will use all reasonable efforts to complete the said railway so as to be ready for opening for public traffic not later than the date on which the connecting railway is ready for opening for traffic Provided that nothing in this Article contained shall be deemed to require the North Western Company to construct any platform at the Queen's Park Station or any other station on the North Western Electric Railway of a less height above the level of the upper surface of the adjacent rails than two feet nine inches.

17. The two companies will provide at such place or places on the North Western Electric Railway or the Baker Street Railway or

the connecting railway as may be agreed or failing agreement may be settled by arbitration proper and sufficient accommodation for the standing and storage of the joint stock.

EQUIPMENT AND OPENING OF THROUGH ROUTE.

18. The London Electric Company within a reasonable time of the passing of the Bill into law will complete the equipment of the connecting railway for working by electrical power and will complete the signal system of the connecting railway.

19. The North Western Company will equip the North Western Electric Railway on such a system of electrical traction as will admit of rolling stock equipped for working by electrical power on and over the Baker Street Railway and the connecting railway being conveniently worked by electrical power on and over the North Western Electric Railway.

20. The North Western Company will at the cost of the London Electric Company provide and erect all proper junction signals.

21. The two companies will provide all such joint stock as is necessary for the requirements of the service of through trains The joint stock shall consist of one class only The type the mode and details of construction and the materials of the joint stock shall be such as shall be agreed upon between the two companies or failing agreement such as shall be settled by arbitration.

22. The two companies will on the completion of the equipment of the connecting railway and the North Western Electric Railway for working by electrical power and of the signal systems of those railways apply for and use their best endeavours to obtain the consent of the Board of Trade to the opening of the said railways for public traffic and (so far as may be necessary) to the introduction of the service of through trains.

ESTABLISHMENT OF THROUGH SERVICE.

23. On and after the opening of the connecting railway and the North Western Electric Railway for public traffic the London Electric Company will work a service of through trains made up exclusively of joint stock for the conveyance of passengers Provided that except as may be otherwise mutually agreed the joint stock shall not be used for local trains on or beyond either the North Western or London Electric Company's railways.

24. The service of through trains which the London Electric Company will work shall be a minimum service of two trains per hour in each direction between Watford and Elephant and Castle to

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be run (subject as hereinafter mentioned) at such times and during such hours (not being less than twelve in each working day) as may be mutually agreed:

Provided always that the North Western Company shall have the right to ask for additional trains but not exceeding a total of ten in either direction in any one hour such trains to be run at such times and during such hours (not being less than twelve in each working day) as may be desirable to accommodate the traffic at the discretion of the North Western Company.

25. The London Electric Company may for the purpose of working the service of through trains run over the North Western Electric Railway and may use the electrical equipment thereof and the electrical energy conveyed thereby and may use the joint station and all works conveniences and appliances in connection with the North Western Electric Railway for the purposes of all through and local traffic.

26. The North Western Company may use the joint station jointly with the London Electric Company for the purposes of passenger and parcel traffic.

27. The London Electric Company may run such local trains of the London Electric Company as it thinks fit and may use the joint station with such local trains for the purposes of all local traffic of the London Electric Company.

28. The North Western Company will as far as is reasonably practicable stop all electric trains on the North Western Electric Railway at the joint station for the purpose of affording facilities for passengers to change from or to local trains of the London Electric Company to or from trains of the North Western Company.

WORKING OF THROUGH ROUTE AND THROUGH SERVICE.

29. The North Western Company will at their own expense staff the North Western Electric Railway and supply all such electrical energy as may be required by the London Electric Company for working the service of through trains over the North Western Electric Railway.

30. The North Western Company will provide the staff necessary for working and will work the junction and the junction signals and the London Electric Company will provide the staff necessary for working and will work the joint station signals.

31. The North Western Company will provide the station and platform and other staff necessary for the proper working of the joint station and if requested by the London Electric Company the booking office staff in any joint booking office and will keep the

joint station open and staffed and lit at all hours required for working the traffic on the connecting railway.

32. The London Electric Company will provide the staff on the through trains necessary for the proper working of the through trains.

33. The London Electric Company will provide such staff as it may think necessary for the conduct of business in any booking office to be exclusively reserved for its use in the booking hall of the joint station.

MAINTENANCE.

34. The London Electric Company will maintain so much of the connecting railway as is coloured brown on the plan and the sidings and the works connected therewith respectively and the electrical equipment thereon and the North Western Company will maintain at the cost of the London Electric Company the permanent way of the lines of rails coloured red and coloured red hatched blue on the said plan and the electrical equipment thereon and will at its own cost maintain the line coloured blue on the plan.

35. The North Western Company will clean and maintain the joint station including any booking office reserved exclusively for the use of the London Electric Company.

36. The North Western Company will maintain the junction signals.

37. The joint stock shall be maintained by one or both of the two companies as may be agreed.

38. Each of the two companies will maintain so much of the accommodation provided for the standing and storage and maintenance of the joint stock as is situate on that company's railway.

APPORTIONMENT OF EXPENSES OF THROUGH ROUTE AND THROUGH SERVICE.

39. The London Electric Company will pay to the North Western Company one-half of the expenses incurred each year by the North Western Company in maintaining the joint station.

40. The London Electric Company will pay to the North Western Company the expenses incurred each year by the North Western Company in maintaining and working the junction including the junction signals.

41. The London Electric Company will pay to the North Western Company one-half of the expenses incurred each year by the North Western Company in providing the staff referred to in clause 31 hereof.

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42. The London Electric Company will themselves pay the staff in any booking office to be exclusively reserved for their use in the booking hall of the joint station in which event they shall not contribute towards the expense of the booking office staff provided by the North Western Company.

43.—(1) Interest at the rate of 4*l.* per cent. per annum on the cost of providing the accommodation for the standing and storage of the joint stock and the repair shops therefor and (2) the expenses incurred each year in maintaining and renewing the joint stock and the accommodation for the standing and storage of the joint stock and the repair shops therefor shall respectively be apportioned between and paid by the two companies as follows:—

(*a*) The North Western Company will pay such portion of such interest and expense as bears to the total amount thereof the same ratio as the length of the portion of the North Western Electric Railway from the centre of the platform at the joint station to its terminus at Watford bears to the total length of the Baker Street Railway the connecting railway and the said portion of the North Western Electric Railway:

(*b*) The London Electric Company will pay the remaining portion of such interest and expenses.

If it should happen that in any year either of the two companies has expended a sum in excess of its said proportion of any such expense the other company will repay to such company the amount so expended in excess.

The expenses referred to in paragraph 2 of this clause shall be the actual cost of labour and materials plus 15 per cent. of such actual cost to cover establishment charges If accommodation for standing or storage of or repair shops for the joint stock are not used exclusively for the joint stock a proportionate part only of the total expense of providing maintaining and renewing the same shall be attributable to and dealt with by this Agreement.

In the event of either of the two companies extending its railway in such a way as to render the continuance of the provisions of this clause inequitable there shall be substituted therefor such altered provisions as may be agreed or failing agreement settled by arbitration.

44. Each of the two companies shall deal with and indemnify the other of them against all claims arising out of accidents to passengers employees and others occurring on its respective railways and premises.

45. The North Western Company will pay to the London Electric Company the following expenses incurred by the London Electric

Company in working on the North Western Electric Railway the service of through trains (that is to say) (*a*) such proportion of the wages and cost of uniforms of the staff on the through trains as is fairly attributable to the working of the trains on the North Western Electric Railway (*b*) all other expenses properly incurred or claims or demands properly discharged by the London Electric Company in connection with such working For the purpose of payment (*a*) the said proportion of wages shall be fixed on an inclusive basis to be agreed or failing agreement to be settled by arbitration.

Traffic Arrangements in connection with Through Service.

46. The London Electric Company will at all times observe the regulations and byelaws of the North Western Company in running over and using the North Western Electric Railway and in using the joint station under the provisions of this Agreement provided such regulations are not inconsistent with the provisions of this Agreement.

47. The North Western Company will afford the London Electric Company all reasonable facilities for working in pursuance of this Agreement the service of through trains and each of the two companies will afford the other all reasonable facilities for dealing with passenger traffic at the joint station.

48. The North Western Company shall not be entitled to run trains or require the London Electric Company to have coaches of the North Western Company on the Baker Street Railway or the connecting railway nor require the London Electric Company to carry on those railways or on the North Western Electric Railway any traffic except passengers.

49. The through trains shall consist of as many carriages as the London Electric Company may think necessary for the requirements of the through traffic and of the London Electric Company's local traffic Provided that the North Western Company may require the number of carriages at any time to be increased for the reasonable accommodation of through traffic but not so as to exceed the number of carriages which can conveniently be dealt with at the station with the shortest platform on the Baker Street Railway or the connecting railway.

50. The through trains shall consist of one class only.

51. The service of through trains shall be worked over the North Western Electric Railway as far as reasonably possible in conformity with the time-tables at the time being in operation on the Baker Street Railway.

52. Each of the two companies may use the through trains for the purposes of its local traffic.

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53. The North Western Company may without reference to the London Electric Company fix and charge such local fares rates and charges as it thinks fit and the London Electric Company may without reference to the North Western Company fix and charge such local fares rates and charges as it thinks fit.

54. The North Western Company and the London Electric Company will put into operation on the opening of the connecting railway for public traffic a system of through fares and rates for passengers between all stations on the North Western Electric Railway and all stations on the system of railways owned and worked by the London Electric Company The amount of each such through fare and rate shall be such as shall be agreed between the North Western Company and the London Electric Company or failing agreement settled by arbitration and shall not in any case between any two stations be greater than the sum of the North Western Company's and the London Electric Company's local fares and rates between such stations and the joint station.

55. The amount of the through fares and rates between each station on the North Western Electric Railway and each station on the system of railways owned and worked by the London Electric Company shall unless otherwise agreed be divided between the two companies in manner following (that is to say):—

The portion which the North Western Company shall receive and be paid shall bear to the portion which the London Electric Company shall receive and be paid the same ratio that the amount of the local fares and rates of the North Western Company between its station and the joint station bears to the corresponding local fares and rates of the London Electric Company between its station and the joint station.

ACCOUNTS AND PAYMENTS BY AND BETWEEN THE TWO COMPANIES.

56. The North Western Company and the London Electric Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this Agreement which accounts and vouchers shall be open at all reasonable times for the inspection and transcription by the directors and agents of the London Electric Company and the North Western Company respectively and the North Western Company and the London Electric Company will afford to each other all proper and reasonable facilities for such inspection and transcription accordingly.

57. The accounts in respect of all payments owing by or to each of the two companies under this Agreement (other than in respect of

the money advanced by the North Western Company to the London Electric Company) shall be made up by and between the two companies for the half-years ending respectively on the thirtieth day of June and the thirty-first day of December in each year and a balance struck in respect of each half-year.

58. Each of the two companies will within two calendar months after the thirtieth day of June and the thirty-first day of December in every year transmit to the other an accurate abstract of such half-yearly accounts.

59. The two companies or either of them may at any time before the thirty-first day of October or the thirtieth day of April as the case may be require any such half-yearly account to be verified and such account shall on such requisition being made within the time aforesaid be verified and if necessary corrected and shall from the time of such verification and correction (if any) be deemed to be a settled account If no verification be required within the period aforesaid a half-yearly account shall be deemed to be a settled account as from the thirty-first day of October or the thirtieth day of April as the case may be and no account once settled shall be re-opened.

60. The balance appearing due to one or other of the two companies on each such half-yearly account as aforesaid shall be paid by the company from which it is owing to the company entitled thereto in respect of each half-year ending the thirtieth day of June not later than the thirty-first day of October next following and in respect of each half-year ending the thirty-first day of December not later than the thirtieth day of April next following.

61. If in any case requisition shall be made in conformity with the provisions of this Agreement for the verification of any half-yearly account and such verification shall not be completed before the expiration of the time limited by this Agreement for payment of the balance appearing on such account payment of such balance shall nevertheless be made and if after verification any such half-yearly account shall be found to require correction such correction shall be carried forward to and be brought into the next half-yearly account and any payment or repayment necessary to give effect to such correction shall be made accordingly.

General.

62. This Agreement shall continue in perpetuity.

63. Either one of the two companies may at any time after the expiration of three years from the opening of the connecting railway for public traffic by six months' notice in writing to the other of the

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two companies require the provisions of this Agreement prescribing the terms and conditions on which the London Electric Company may use the joint station to be revised and if the two companies fail to agree as to the revised terms and conditions the same shall be settled by arbitration.

64. If any difference shall arise between the North Western Company and the London Electric Company in reference to—

(*a*) The true intent or construction of this agreement; or

(*b*) Any thing to be done or not to be done or to be suffered or permitted in pursuance of this Agreement; or

(*c*) Any of the incidents or consequences of this Agreement; or

(*d*) Any claims relating to any liability damages loss costs or expenses; or

(*e*) Otherwise relating to or arising out of this Agreement or any article matter or thing herein contained;

such differences and also any matter which is by this Agreement provided to be settled by arbitration shall be referred to and decided by arbitration in pursuance of the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the North Western Company and the London Electric Company and this Article shall accordingly be and have effect as an agreement between the North Western Company and the London Electric Company for arbitration under that Act.

65. This Agreement is subject to—

(*a*) The sanction of Parliament;

(*b*) Any alteration affecting the execution of this Agreement which may be made in the Bill during the passing through Parliament;

(*c*) The passing of the Bill into law:

Provided that if any alteration is made to the material prejudice of either of the two companies such company may determine the Agreement.

66. The London Electric Company will subject to the approval of Parliament insert in the Bill such clauses as are necessary to give effect to this Agreement.

67. Each of the two companies will after the passing of the Bill into law if the other company so require ratify this Agreement.

In witness whereof the said parties to these presents have caused their respective common seals to be hereunto affixed the day and year first above written. A.D. 1912.

The common seal of the London and North Western Railway Company was hereunto affixed in the presence of

L.S.

J. BISHOP
Secretary.

The common seal of the London Electric Railway Company was hereunto affixed in the presence of

L.S.

W. E. MANDELICK
Secretary.

SEVENTH SCHEDULE.

PART I.

QUEEN'S PARK EXTENSION LINE.

Workmen's return fares between any two stations on the Extension Line including Queen's Park and Paddington 2*d.*

WORKMEN'S THROUGH RETURN FARES BETWEEN EXTENSION LINE AND OTHER STATIONS ON LONDON ELECTRIC SYSTEM.

Stations.	Warrington Crescent.	Elgin Avenue.	Kilburn.	Queen's Park.
	d.	*d.*	*d.*	*d.*
Paddington	2	2	2	2
Edgware Road	2	2	2	2
Great Central	2	2	2	2
Baker Street	2	2	2	2
Regent's Park	2	2	2	2
Oxford Circus	2	2	2	2
Piccadilly Circus	2	2	3	3
Trafalgar Square	2	2	3	3
Embankment	2	2	3	3
Waterloo	3	3	3	3
Westminster Bridge Road	3	3	3	3
Elephant and Castle	3	3	3	3
Hammersmith	4	4	5	5

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Stations.	Warrington Crescent.	Elgin Avenue.	Kilburn.	Queen's Park.
	d.	*d.*	*d.*	*d.*
Baron's Court	4	4	5	5
Earl's Court	4	4	4	4
Gloucester Road	3	3	4	4
South Kensington	3	3	4	4
Brompton Road	3	3	4	4
Knightsbridge	3	3	3	3
Hyde Park Corner	3	3	3	3
Down Street	2	2	3	3
Dover Street	2	2	3	3
Leicester Square	2	2	3	3
Covent Garden	2	2	3	3
Holborn	3	3	3	3
Strand	3	3	3	3
Russell Square	3	3	3	3
King's Cross	3	3	3	3
York Road	3	3	4	4
Caledonian Road	4	4	4	4
Holloway Road	4	4	4	4
Gillespie Road	4	4	5	5
Finsbury Park	4	4	5	5
Golders Green	5	5	5	5
Hampstead	4	4	5	5
Belsize Park	4	4	4	4
Chalk Farm	4	4	4	4
Highgate	4	4	5	5
Tufnell Park	4	4	4	4
Kentish Town	4	4	4	4
South Kentish Town	4	4	4	4
Camden Town	3	3	4	4
Mornington Crescent	3	3	4	4
Euston	3	3	3	3
Warren Street	3	3	3	3
Goodge Street	2	2	3	3
Tottenham Court Road	2	2	3	3

Part II.

Workmen's Return Fares.

Edgware and Hampstead Railway.

Stations.	Golders Green.	Woodstock.	Hendon.	Collindale.	Burnt Oak.
	d.	*d.*	*d.*	*d.*	*d.*
Woodstock	2	–	–	–	–
Hendon	2	2	–	–	–
Collindale	2	2	2	–	–
Burnt Oak	2	2	2	2	–
Edgware	3	2	2	2	2

Workmen's Through Return Fares.

Edgware and Hampstead Railway with the following Stations of the Company.

Stations.	Woodstock.	Hendon.	Collindale.	Burnt Oak.	Edgware.
	d.	*d.*	*d.*	*d.*	*d.*
Hampstead - - -	2	2	2	3	3
Belsize Park - - -	2	2	3	4	4
Chalk Farm - - -	2	2	3	4	4
Highgate - - - -	3	3	4	4	4
Tufnell Park - - -	3	3	4	4	4
Kentish Town - - -	3	3	4	4	4
South Kentish Town - -	3	3	4	4	4
Camden Town - - -	2	2	3	4	4
Mornington Crescent - -	3	3	4	4	4
Euston - - - -	3	3	4	4	4
Warren Street - - -	3	3	4	4	4
Goodge Street - - -	3	3	4	4	4
Tottenham Court Road -	3	3	4	4	4
Leicester Square - -	3	3	4	4	4
*Charing Cross - - -	3	3	4	4	4
Finsbury Park - - -	5	5	6	6	6
Gillespie Road - - -	5	5	6	6	6
Holloway Road - - -	5	5	6	6	6
Caledonian Road - -	5	5	5	6	6
York Road - - -	5	5	5	6	6
King's Cross - - -	5	5	5	5	6
Russell Square - - -	4	5	5	5	6
Strand - - - -	4	5	5	5	6
Holborn - - - -	4	4	5	5	6
Covent Garden - - -	4	4	5	5	5
Dover Street - - -	4	4	5	5	6
Down Street - - -	4	4	5	5	6
Hyde Park Corner - -	4	4	5	5	6
Knightsbridge - - -	4	4	5	5	6
Brompton Road - - -	4	4	5	5	6
South Kensington - -	4	4	5	5	6
Gloucester Road - -	4	4	5	6	6
Earl's Court - - -	4	4	5	6	6
Baron's Court - - -	5	5	6	6	6
Hammersmith - - -	5	5	6	6	6
Queen's Park - - -	6	6	7	7	7
Kilburn - - - -	6	6	7	7	7
Elgin Avenue - - -	5	5	6	6	6
Warrington Crescent - -	5	5	6	6	6
Paddington - - -	4	4	5	5	6
Edgware Road - - -	4	4	5	5	6
Great Central - - -	4	4	5	5	6
Baker Street - - -	4	4	5	5	6
Regent's Park - - -	4	4	5	5	6
Oxford Circus - - -	4	4	5	5	6

* To include the station at the Embankment authorised by the London Electric Railway Act 1911 when opened for public traffic.

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Stations.	Woodstock.	Hendon.	Collindale.	Burnt Oak.	Edgware.
	d.	*d.*	*d.*	*d.*	*d.*
Piccadilly Circus - -	4	4	5	5	5
Trafalgar Square - -	4	4	5	5	6
Embankment - - -	4	4	5	5	6
Waterloo - - - -	4	4	5	5	6
Westminster Bridge Road -	4	4	5	5	6
Elèphant and Castle - -	4	4	5	5	6

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