CHAPTER ccxxxv.

An Act to empower the Metropolitan Electric Supply Company Limited to use lands at Acton Lane for the purpose of their undertaking and to lay certain cables or wires in streets and along the Grand Junction Canal and for other purposes. [12th August 1898.]

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WHEREAS in the year one thousand eight hundred and eighty-seven a company was formed under the name of the South Metropolitan Electric Supply Company Limited with the objects inter alia of producing transmitting storing and using electric magnetic or other force for lighting and other purposes and the said Company was duly registered under the Companies Acts 1862 to 1886:

And whereas in the month of July one thousand eight hundred and eighty-eight the name of the said Company was changed to that of the Metropolitan Electric Supply Company Limited who are herein-after referred to as "the Company":

And whereas by the Metropolitan Electric Lighting Act 1889 the Metropolitan Electric Supply Company (Mid London) Lighting Order 1889 and the Metropolitan Electric Supply Company (West London) Lighting Order 1889 which Orders were respectively set out in the schedule to and confirmed by the Electric Lighting Orders Confirmation (No. 5) Act 1889 the Company is empowered to supply electricity within areas respectively defined by the said Act and Provisional Orders and the said areas are as follows:—

52 & 53 Vict. c. cxcvi.

52 & 53 Vict. c. clxxxi.

Under the Metropolitan Electric Lighting Act 1889—

So much of the parish of Saint Martin-in-the-Fields (excluding the footbridge over the Thames at Charing Cross) as lies to the east of and in part to the south of a line drawn down the centre of Saint Martin's Lane and Saint Martin's Place to Trafalgar Square and then along the

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street forming the north side of Trafalgar Square and along Pall Mall East (including the houses on the north side of such street and Pall Mall East) to the east side of Suffolk Street thence to and along the centre line of Cockspur Street Charing Cross and Whitehall to the southern boundary of the said parish and Waterloo Bridge partly in the county of Middlesex and partly in the county of Surrey and the approaches thereto and so much of the Victoria Embankment as lies between Waterloo Bridge aforesaid and the boundary of the parish of Saint Martin-in-the-Fields:

Under the Metropolitan Electric Supply Company (Mid London) Lighting Order 1889—

Saint Giles' district;

Holborn district;

Strand district:

Under the Metropolitan Electric Supply Company (West London) Lighting Order 1889—

The parish of Saint Marylebone:

And whereas by the Metropolitan Electric Supply Company (Paddington) Lighting Order 1890 confirmed by the Electric Lighting Orders Confirmation (No. 12) Act 1890 the Company were also empowered to supply within an area defined in the said Order as the Parish of Paddington:

53 & 54 Vict. c. cxcviii.

And whereas the demand for the supply of electric current within the areas supplied and authorised to be supplied by the Company has increased and is increasing very rapidly and in order to enable the Company to meet this demand the Company have found it practically impossible to provide adequate station accommodation within their said areas:

And whereas the Company in order to provide for the demands upon them have acquired a piece of land in the parishes of Willesden and Acton and are engaged in constructing a large electrical generating station and works thereon on which they have expended and are in course of expending large sums of money:

And whereas it will conduce to the convenience of those who use the electric current in the said several areas of supply of the Company that the Company should be empowered to supply from the said electrical generating station and works electric current to their distributing stations within the several areas of supply herein-before mentioned and for that purpose to lay down electric cables or wires from the said lands to connexions with their several distributing stations and mains and cables within their several authorised areas of supply:

And whereas for the purpose of enabling the Company to lay down a cable or wires for the purpose aforesaid it is expedient that the Company should be empowered to acquire an easement along the Grand Junction Canal between the said lands and their existing station at Amberley Road in the parish of Paddington:

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

And whereas plans of the lands which may be taken or in which an easement may be acquired under the powers of this Act together with 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 such lands and other property have been 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 such plans and book of reference are in this Act referred to as the deposited plans and book of reference respectively:

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

Short title.

1. This Act may be cited as the Metropolitan Electric Supply Company Act 1898.

Use of site at Acton Lane.

2. It shall be lawful for the Company to hold and use as a station for generating electric current or electrical energy certain lands recently acquired by them in the parishes of Willesden and Acton and county of Middlesex or some part thereof viz.:—

Lands bounded on the south or south-west by the Grand Junction Canal on the north-west by Acton Lane on the north by the London and North Western Railway and on the east by the Midland and South Western Junction Railway;

and to establish and work on those lands plant for generating electrical energy and for other purposes incidental to or connected with their undertaking or business.

Cable along Grand Junction Canal.

3. Subject to the provisions of this Act and in the line or within the limits of deviation shown on the deposited plans the Company may lay down a cable or wire or lines of cable or wire together with any necessary conduits tubes or coverings and other conveniences and appliances in connexion therewith commencing at the Company's works on their lands in the parishes of Willesden and Acton at a point on the said lands about 2 chains northward of the bridge carrying Acton Lane over the Grand Junction Canal

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passing thence along the said bridge and the southern bank or towing-path of the said canal to and terminating at the Company's said works at Amberley Road Harrow Road in the parish of Paddington.

For protection of Postmaster-General.

4.—(1) No cables wires tubes pipes and coverings inspection boxes or other conveniences or appliances of the Company (hereinafter referred to as "the said works") shall be laid down in under or along the towing-path of the Grand Junction Canal Company which shall extend at any point beyond four feet six inches from the water side of the brick retaining wall of the canal except with the consent in writing of the Postmaster-General.

(2) All the said works laid down in under or along the towing-paths of the canal and any bridges walls or other works or property of the Grand Junction Canal Company shall be so laid down and maintained as not either directly or by reason of the working or user thereof to damage or interfere with any telegraphic line for the time being erected laid down or placed by the Postmaster-General in upon under along across through or over the towing-paths and land of the Grand Junction Canal Company under or by virtue of an agreement dated the sixth day of July one thousand eight hundred and seventy-one and made between the Grand Junction Canal Company of the one part and the Right Honourable William Monsell Her Majesty's then Postmaster-General of the other part or with telegraphic communication by means of any such line and as not to prevent or in any way hinder the Postmaster-General from at any time erecting laying down or placing telegraphic lines in upon under along across through or over the said towing-paths and lands in exercise of the rights to which he is entitled under the said agreement.

(3) In case any of the said works shall damage or from any cause whatever interfere with any telegraphic line of the Postmaster-General or with telegraphic communication by means of any such line or expose any such telegraphic line to risk of damage or interference with the efficient working thereof the Company shall within twenty-four hours after notice of any such damage interference or exposure to risk as aforesaid shall have been given at their chief office either remove the said works by which such damage interference or exposure to risk shall have been caused or shall alter shift refix and repair the said works to the satisfaction of the engineer-in-chief to the Post Office.

(4) In the event of any contravention of or wilful non-compliance with any provision of this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for

every day during which such contravention or non-compliance continues or if telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues.

(5) The expression "telegraphic line" has the same meaning in this section as in the Telegraph Act 1878.

(6) The provisions of this section shall be in addition to and not in modification of any provision of the Metropolitan Electric Supply Company (Paddington) Lighting Order 1890 relating to protection of the telegraphic lines of the Postmaster-General.

For protection of Grand Junction Canal Company.

5. The following provisions for the protection of the Company of Proprietors of the Grand Junction Canal (herein-after called "the Canal Company") shall apply unless otherwise agreed between the Company and the Canal Company (that is to say) :—

(1) Any cable or wire or lines of cable or wire and works connected therewith to be laid down across the canal of the Canal Company and along the southern bank or towing-path of the canal shall (except where the same crosses the canal or any dock entrance) be placed in one conduit or tube which shall be constructed so as to contain not less than five cells and be laid at such depth under the surface of the ground not exceeding two feet as the engineer of the Canal Company shall direct and such conduit or tube shall not at any place have a sectional area greater than two square feet and no part of the conduit or tube and works connected therewith (except as aforesaid) shall be placed in the waterway of the canal or nearer thereto than three feet :

(2) Where the cable or wire or lines of cable or wire cross the canal or any dock entrance such cable or wire or lines of cable or wire shall be carried over the same either by means of any existing bridge of the Canal Company or of a bridge to be constructed by the Company for the purpose in a position and manner approved by the Canal Company or in or under the waterway of the canal or dock entrance and shall if so required by the Canal Company be laid at any such crossing in two or more separate conduits or tubes so as to cause as little interference as possible with the canal and bridges of the Canal Company :

(3) The Company shall at all times keep all conduits or tubes and works connected therewith and all cables or wires therein in good repair and condition and shall restore and make good with all reasonable expedition any interference with or disturbance of the canal towing-path bridges works and property of

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the Canal Company at any time caused by the Company and shall execute all their works in connexion with the laying down and the future maintenance and using of the said conduits or tubes cables or wires and works connected therewith and shall use and work the same in such manner as not to cause any injury to the canal towing-path bridges works and property of the Canal Company or any obstruction or interference with the passage of traffic along the canal or towing-path or any leakage or loss of water from the canal:

(4) In the event of any such injury obstruction or interference or any such leakage or loss of water being at any time occasioned by or in consequence of the works or operations of the Company or by or in consequence of any accident to or failure in their works the Company shall forthwith make good such injury or remove such obstruction or interference or prevent such leakage or loss of water as the case may require and in case of their default the Canal Company may execute and do all works and things necessary for the purpose and may recover all expenses incurred by them from the Company and the Company shall indemnify the Canal Company against all losses claims and damages which the Canal Company may sustain or which may be brought against them in consequence of any of the matters aforesaid:

(5) All works and operations of the Company affecting the canal towing-path bridges works or property of the Canal Company shall be carried out according to plans sections and specifications to be previously submitted to and approved by the engineer of the Canal Company and under his superintendence and direction and to his reasonable satisfaction provided that any such approval or direction shall not relieve the Company from the obligations or provisions of this Act:

(6) Any conduit or tube and works connected therewith so far as affecting the property of the Canal Company shall be laid down and completed within three months from the date when the same shall have been commenced and in case of default in complying with this provision the Company shall pay to the Canal Company a sum of ten pounds for each day after the expiration of such three months until the works are completed in addition to any loss or damage sustained by the Canal Company in consequence of such delay:

(7) The Company shall from time to time whenever required by the Canal Company for the purposes of their undertaking take up any conduit or tube cable or wire and any works connected

therewith so far as situate upon the property of the Canal Company and relay the same in such other position upon the property of the Canal Company as the engineer of the Canal Company shall direct and the foregoing provisions of this section shall apply mutatis mutandis to such taking up and relaying :

(8) In the event of the Company at any time ceasing for six consecutive months to use the cables or wires in the before-mentioned conduit they may and if so required by the Canal Company shall take up and remove the same together with the conduit or tube in which the same are laid and restore the property of the Canal Company to its former state and in case of their default the Canal Company may take up and remove the same and recover the expense of so doing from the Company :

(9) Notwithstanding anything shown on the deposited plans the Company shall not purchase or take otherwise than by agreement any land of the Canal Company but they may purchase and the Canal Company may and shall sell to the Company an easement or right of laying down maintaining and using such cable or wire or lines of cable or wire together with the necessary conduits tubes and other conveniences and appliances in connexion therewith as aforesaid along the southern bank or towing-path of the said canal between the bridge carrying Acton Lane over the said canal and the bridge carrying Harrow Road over the said canal known as Lock Hospital Bridge and also along or across the said bridges and approaches respectively so far as they belong to the Company :

(10) The price or consideration to be paid for such easement or right shall be such as may be agreed between the Company and the Canal Company.

For protection of railway companies' bridges.

6. Where the cable or wire by this Act authorised will be laid over or under any railway the Company shall give to the railway company affected seven days' notice of their intention to lay the cable or wire and shall submit to such railway company plans and sections showing the manner in which it is proposed to lay the cable or wire so far as the same will be under or over such railway and the Company shall conform to all the reasonable requirements of any such railway company as to the manner in which such cable or wire shall be laid down.

As to electric signalling apparatus of railway companies.

7.—(1) The Company shall before commencing to lay any part of any cable or wire by this Act authorised to be laid down which shall be in proximity to any electric or telephonic signalling

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apparatus of any railway company give to such railway company seven days' notice of their intention so to do which notice shall specify the course nature and gauge of the cable or wire and the amount and nature of the currents intended to be sent along the same and the extent and manner in which earth returns (if any) may be used and the Company shall conform to such reasonable requirements as may be made by the railway company affected for preventing injury to such signalling apparatus as aforesaid The provisions of this sub-section shall apply to any alteration in the amount or nature of the current to be sent along the cable or wire.

(2) If any loss or damage be caused to any railway company by reason of the use of the cable or wire for the conveyance of electric energy the Company shall make good the same.

(3) Any difference which may arise between the Company and any railway company under this section shall be settled by arbitration.

For protection of gas and water companies.

8. The Company shall not in the exercise of any of the powers by this Act conferred upon them interfere with any main pipe syphon or other work belonging to any gas or water company or any branch or service pipe for the supply of gas or water until they shall (unless otherwise agreed between the parties interested or in case of sudden emergency) have given to such gas or water company not less than fourteen days' notice of their intention to do so and the Company shall conform to any reasonable requirements of the owners of any such main or other works so to be interfered with for the protection thereof and for securing access thereto and they shall also if required to do so by the owners thereof repair any damage that may be done thereto.

Any such gas or water company as aforesaid upon giving notice to the Company during the fourteen days herein-before referred to of their desire to execute any such work may themselves execute the same and in case they give such notice they shall execute such work with due care and diligence and shall be subject to the like restrictions and conditions as the Company would themselves be subject to in respect of the same and the reasonable costs of executing such works shall be repaid by the Company to such owners.

The cables or wires by this Act authorised to be laid down shall where they cross or are liable to touch gas mains pipes or services be effectively insulated in a manner approved by the Board of Trade The Company shall not except with the consent of any gas company lay down any electric lines so as to come into contact with any mains or pipes of such gas company nor employ any mains or pipes

of such gas company as conductors for the purpose of completing the electric circuit or for the conveyance of electric currents.

Any question or difference which may arise under this section shall be determined by arbitration.

If the Company make default in complying with any of the requirements or restrictions of this section they shall make full compensation to any water or gas company affected thereby for any loss damage penalty or costs which they may incur by reason thereof.

For the purposes of this section the expression "gas company" or "water company" shall include any body or person authorised to supply gas or water.

As to breaking up of streets.

9. The local authority having the control of any street or road which may be broken up by the Company under the powers of this Act (except in the case of the parish of Paddington to which the existing Provisional Order of the Company relating to that parish is hereby extended) may serve notice in writing of their intention themselves to break up any such street and may thereupon exercise the powers of the Company in relation to the breaking up filling in reinstating and making good such street or road and the sewers drains or other works therein.

The Company shall not after the receipt of such notice and until the same is withdrawn (except in cases of emergency of which the Company shall give immediate notice to the local authority) break up or interfere with the streets or roads specified in such notice and if the Company break up or interfere with any such streets or roads after the receipt of such notice and before the same is withdrawn they shall for each offence be liable to a penalty of not exceeding ten pounds and a penalty of five pounds for every day on which such offence is continued after conviction thereof Provided that if the Court having cognizance of the case is of opinion that the case was one of emergency and that the Company gave notice to the local authority as soon as reasonably practicable they shall not inflict any penalties upon the Company.

The Company shall not less than forty-eight hours before any work is required to be done in the streets or roads specified in the notice serve a requisition upon the local authority stating the time when such work is required to be commenced and the manner in which the same is required to be carried out and upon receipt of such requisition the local authority shall carry out the work accordingly subject to the like conditions and restrictions as by this Act are imposed upon the Company and if the local authority do not within twenty-four hours after the time specified in such

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requisition commence to carry out the work so required the Company may themselves carry out the work as if the aforesaid notice had not been given.

The Company shall repay to the local authority all costs and expenses properly incurred by them under this section and in default the amount may be recovered summarily before a court of summary jurisdiction.

Works in Paddington to be subject to Company's Order of 1890.

10. The cable or wires laid down by the Company under the powers or provisions of this Act within the parish of Paddington and any works incidental thereto in that parish shall subject to the provisions of this Act with respect to the Canal Company be deemed to be work effected under the powers and for the purposes of the Metropolitan Electric Supply Company (Paddington) Lighting Order 1890 and shall be subject to the provisions of that Order with respect to works.

For protection of telephone companies.

11. The provisions contained in the Metropolitan Electric Supply Company (Paddington) Lighting Order 1890 for the protection of telephone companies shall extend and apply to the cable wires and works authorised by this Act.

For protection of Vestry of Paddington.

12. Nothing in this Act contained shall be deemed to release the Company from any of the duties liabilities or conditions imposed upon them by the Metropolitan Electric Supply Company (Paddington) Lighting Order 1890 or impose upon the local or other public authority any further obligation or liability with respect to the sale or purchase of the undertaking of the Company than would have existed if this Act had not been passed.

For protection of Vestry of Saint Marylebone.

13. Nothing in this Act contained shall be deemed to release the Company or the Vestry of the parish of Saint Marylebone from any of the duties liabilities obligations or conditions imposed upon them by the Metropolitan Electric Supply Company (West London) Lighting Order 1889 or by the agreement between the Company and the said Vestry dated the first day of October one thousand eight hundred and eighty-nine.

Power to lay cables and wires in Acton Lane.

14. Subject to the provisions of this Act the Company may lay cables and wires in or along that part of Acton Lane in the parish of Willesden which is shown on the deposited plans and is situate between the said generating station and the said towing-path of the Grand Junction Canal and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes as incorporated with the Electric Lighting Act 1882 shall apply provided that nothing in this Act contained

or shown on the deposited plans shall be deemed or construed to authorise the Company to break up enter upon or interfere with any other street or road or part of a street or road in the parish of Willesden.

For protection of Willesden Urban District Council.

15. The following provisions for the protection of the Willesden Urban District Council (in this section called "the Willesden Council") shall apply unless otherwise agreed between the Company and the Willesden Council (that is to say) :—

(1) Any cable or wire or lines of cable or wire to be laid down in the said road called Acton Lane as aforesaid (in this section called "the said road") shall be placed in one conduit or tube which shall be laid in such a line and at such a depth under the surface of the ground not exceeding two feet as the engineer of the Willesden Council shall direct and such conduit or tube shall not at any place have a sectional area greater than two square feet :

(2) The Company shall at all times keep all conduits or tubes and cables or wires therein in good repair and condition and shall restore and make good with all reasonable expedition any interference with or disturbance of the said road and the sewers and other works and property of the Willesden Council at any time caused by the Company and shall execute all their works in connexion with the laying down and the future maintenance and using of the said conduits or tubes cables or wires and shall use and work the same in such manner as not to cause any injury to the said road sewers and other works and property of the Willesden Council or any obstruction or interference with the passage of traffic along the said road :

(3) All cables and wires of the Company laid down in the said road shall be effectively insulated in a manner approved by the Board of Trade and the Company shall not except with the consent of the Willesden Council lay down any electric cables or wires so as to come in contact with any cables wires mains sewers pipes or other works of the Willesden Council or employ any such cables wires mains sewers pipes or other works of the Willesden Council as conductors for the purpose of completing the electric circuit or for the conveyance of electric current :

(4) In the event of any injury obstruction or interference being at any time occasioned by or in consequence of the works or operations of the Company or by or in consequence of any accident to or failure in their works the Company shall

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forthwith make good such injury or remove such obstruction or interference and in case of their default the Willesden Council may execute and do the works and things necessary for the purpose and may recover all expenses incurred by them from the Company and the Company shall indemnify the Willesden Council against all losses claims and damages which the Willesden Council may sustain or which may be brought against them in consequence of the matters aforesaid:

(5) All works or operations of the Company affecting the said road and the sewers and other works and property of the Willesden Council shall be carried out in accordance with plans sections and specifications to be previously submitted to and approved by the engineer of the Willesden Council and under his superintendence and direction and to his reasonable satisfaction Provided that any such approval or direction shall not relieve the Company from the obligations or provisions of this Act:

(6) Any conduit or tube so far as it affects the said road works or property of the Willesden Council shall be laid down and completed within three months from the date when the same shall have been commenced and in case of default in complying with this provision the Company shall pay to the Willesden Council a sum of ten pounds for each day after the expiration of such three months until the works are completed and in addition to any loss or damage sustained by the Willesden Council in consequence of such delay:

(7) If the Acton Lane Bridge is reconstructed the Company shall at their own expense if required by the Willesden Council take up any conduit or tube cable or wire and any works connected therewith so far as the same are situate in the said road and relay the same in such other position in the said road or substituted road as the engineer of the Willesden Council shall reasonably direct and the foregoing provisions of this section shall apply mutatis mutandis to such taking up and relaying:

(8) In the event of the Company at any time ceasing for six consecutive months to use the cables or wires in the before-mentioned conduit they may or if so required by the Willesden Council shall take up and remove the same together with the conduit or tube in which the same are laid and restore the said road and property of the Willesden Council to its former state and in case of their default the Willesden Council may take up and remove the same and recover the expense of so doing from the Company:

(9) Any difference which may arise between the Company and the Willesden Council under this section shall be settled by arbitration. A.D. 1898.

Transmission of electric current by means of cables or mains.

16. It shall be lawful for the Company to use any of their cables or wires and any mains or cables connected therewith for the transmission of electric current or electrical energy from their works on the said lands at Willesden and Acton to the several distributing stations of the Company in their Paddington Marylebone and Mid-London areas defined by the several Provisional Orders hereinbefore mentioned and the area in Saint Martin-in-the-Fields and the neighbourhood defined by the Metropolitan Electric Lighting Act 1889 and to use the generating station on the said lands for the purpose of supplying electric current or electrical energy within the several areas or districts over which the Company have now powers of supply or over which they may hereafter have such powers under any special Act or Provisional Order.

Provision as to general Acts.

17. Nothing in this Act shall exempt the Company or their undertaking from the provisions of or deprive the Company of the benefits of any general Act relating to electricity or to the supply of or price to be charged for energy which may be passed in this or any future session of Parliament.

Costs of Act.

18. All the costs charges and expenses of or preliminary to and in relation to the preparing for obtaining and passing of this Act shall be paid by the Company.

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