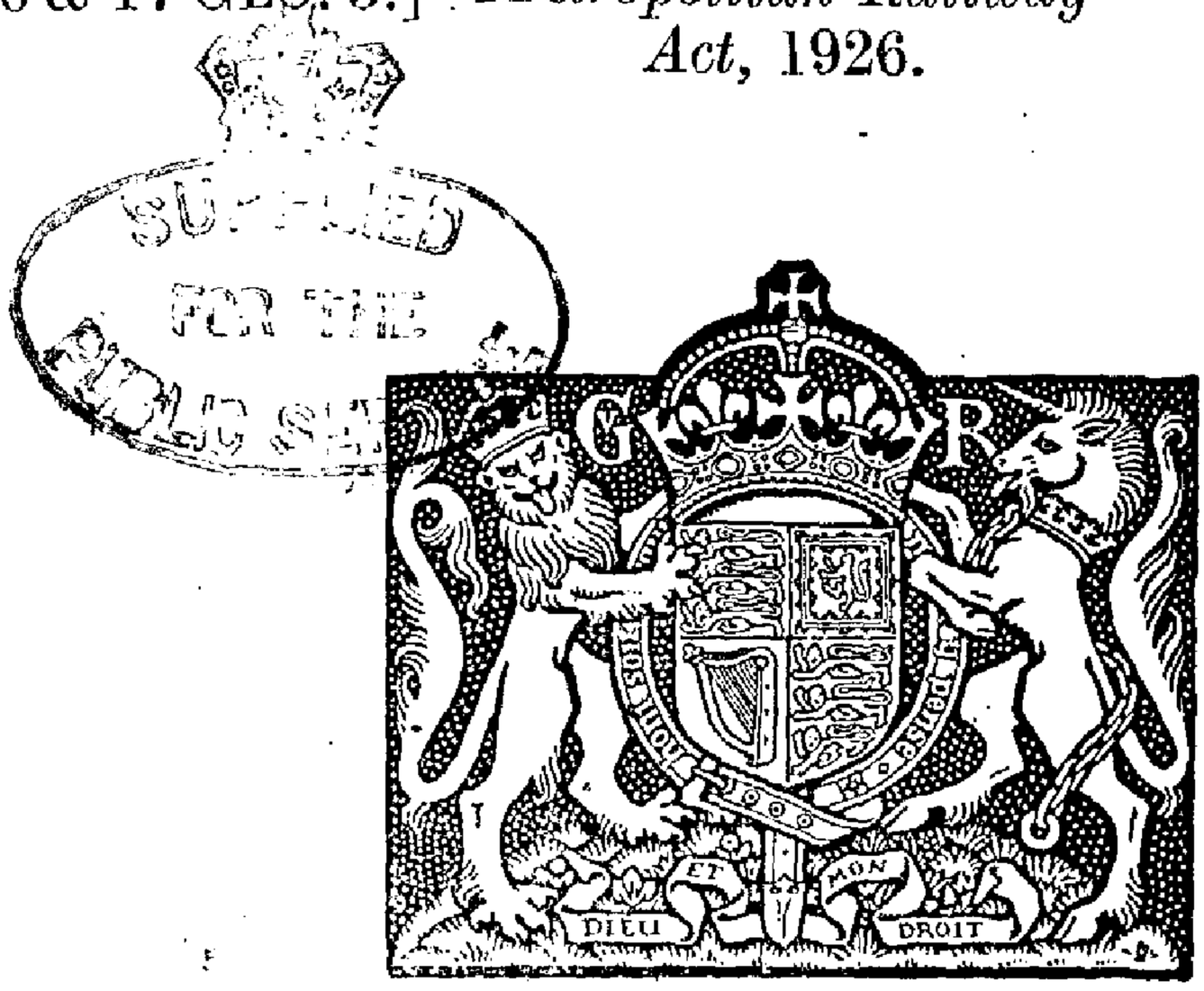
17



# CHAPTER xci.

An Act to empower the Metropolitan Railway Company to construct new railways and other works and to acquire lands to revive and extend the time for the compulsory purchase of certain lands to extend the time for the compulsory purchase of certain other lands and the completion of certain works to raise additional capital to confer further powers on that Company and the London and North Eastern Railway Company and on the Metropolitan and Great Central Joint Committee and for other purposes. [4th August 1926.] A.D. 1926.

WHEREAS it is expedient that the Metropolitan Railway Company (in this Act called "the Company") should be empowered to construct the new railways and other works by this Act authorised and to acquire certain lands in this Act referred to or described:

And whereas it is expedient that the period now limited for the compulsory purchase of certain lands by the Company should be revived and extended and the periods now limited for the compulsory purchase of certain other lands and the completion of certain works should be extended as provided by this Act:

And whereas it is expedient that such further provisions should be made as are contained in this Act with respect to the surplus lands of the Company under the control and management of the Metropolitan Railway

A.D. 1926. Surplus Lands Committee and with respect to the sale and conveyance of and other dealings with such lands and for the protection of purchasers and lessees of and other persons concerned in dealings relating to the said surplus lands :

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

And whereas it is expedient that the Company should be authorised subject to the provisions of this Act to pay interest upon the amount paid up from time to time in respect of the stock and debenture stock by this Act authorised to be created and upon the moneys by this Act authorised to be borrowed for the construction of the new railways and other works and for the general purposes of the undertaking of the Company :

And whereas it is expedient that the acquisition of lands already acquired respectively by the Company and by the Metropolitan and Great Central Joint Committee (in this Act called "the Joint Committee") should be sanctioned and confirmed :

And whereas it is expedient that the Company and the London and North Eastern Railway Company or the Joint Committee or either of them should be empowered to acquire for the purposes of the undertaking of the Joint Committee certain lands in this Act described :

And whereas great inconvenience to the public and expense to the Company arise from the periodical closing of private roads and footpaths of the Company in order to prevent the presumption of a dedication thereof to the public and it is expedient that the maintenance of a notice in a conspicuous position in any such road or footpath should be sufficient to prevent such presumption :

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be altered amended extended and enlarged and that such further and other powers as are in this Act contained should be granted to and conferred on the Company :

And whereas it is expedient that the other provisions hereinafter contained should be made :

And whereas plans and sections showing the lines and levels of the new railways by this Act authorised and the lands authorised to be taken for the purposes thereof and plans showing the additional lands authorised to be acquired under this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands were duly deposited with the clerks of the peace for the counties of London and Middlesex which plans sections and book of reference are in this Act respectively referred to as "the deposited plans and sections" and "the deposited book of reference":

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

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

## PART I.

## PRELIMINARY.

Short title.

**1.** This Act may be cited as the Metropolitan Railway Act 1926.

Division of Act into Parts.

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

Part I.—Preliminary.
Part II.—New railways and works.
Part III.—Revival and extension of time.
Part IV.—Surplus lands.
Part V.—Finance.
Part VI.—Powers in respect of undertaking of Joint Committee.
Part VII.—Miscellaneous.

Incorporation of general Acts.

**3.** The following Acts and parts of Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of

A.D. 1926.

disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon by the Company the London and North Eastern Company or the Joint Committee as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Railways Clauses Consolidation Act 1845 Provided that the expressions "the parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the last-mentioned Act shall as regards the county of London mean the town clerks of the metropolitan boroughs;

Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863;

The provisions of the Companies Clauses Consolidation Act 1845 (so far as the same are not inconsistent with the provisions of any special Act relating to the Company) with respect to the following matters (namely):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company;

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 subsequent Acts.

Interpretation.

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

"The Company" means the Metropolitan Railway Company;

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

"The Joint Committee" means the Metropolitan and Great Central Joint Committee;

"The Act of 1905" means the Metropolitan Railway Act 1905;

"The Act of 1911" means the Metropolitan Railway Act 1911;

"The Act of 1913" means the Metropolitan Railway Act 1913;

"The Extension of Time Act 1915" means the Special Acts (Extension of Time) Act 1915;

"The Act of 1923" means the Metropolitan Railway (Various Powers) Act 1923;

"The new railways" means the new railways described in the section of this Act of which the marginal note is "Description of railways";

"The limits of deviation" means the limits of deviation shown upon the deposited plans;

"The tribunal" means the arbitrator to whom any question of disputed compensation is referred under the provisions of this Act or any Act incorporated herewith;

"Stock" and "stockholder" includes "share" and "shareholder."

A.D. 1926.

## Part II.

## New Railways and Works.

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 new railways hereinafter described with all proper stations tunnels sidings roads approaches buildings machinery works apparatus electrical appliances subways lifts escalators inclines stairs works and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited book of reference as may be required for those purposes or in connection therewith or for any other purposes connected with the undertaking of the Company.

Description of railways.

**6.** The new railways hereinbefore referred to and authorised by this Act are :—

A railway (Railway No. 1) (3 miles and 7·9 chains or thereabouts in length) situate partly in the urban district of Willesden in the county of Middlesex partly in the metropolitan borough of Hampstead in the administrative county of London partly in the metropolitan borough of Paddington in the administrative county of London and partly in the metropolitan borough of St. Marylebone in the administrative county of London commencing by a junction with the Company's extension line from Baker Street to Harrow at a point 32 yards or thereabouts measured in a south-easterly direction along such extension line from the centre of the bridge carrying Lydford Road over the said extension line and terminating in the metropolitan borough of St. Marylebone in the administrative county of London by a junction with the Company's Inner Circle Railway at a point under the premises known as No. 27 Chapel Street 41 yards or thereabouts measured in a westerly direction from the point of intersection of Chapel Street with Burne Street.

A railway (Railway No. 2) (5 furlongs or thereabouts in length) being a deviation of the Company's said extension line situate wholly in the urban

district of Willesden in the county of Middlesex commencing by a junction with the up fast line of the said extension line at a point 8 yards or thereabouts measured in a south-easterly direction along such extension line from the eastern face of the bridge carrying Walm Lane over the Company's said extension line and terminating by a junction with the said up fast line of the Company's said extension line at a point 304 yards or thereabouts measured in an easterly direction along such extension line from the centre of the bridge carrying Mapesbury Road over the said extension line.

General provisions as to mode of construction of Railway No. 1.

**7.** The following provisions shall apply to the construction of that portion of the said Railway No. 1 which is shown on the deposited plans and sections as to be constructed in tunnel and the said portion of the said Railway No. 1 is in this section referred to as "the railway":—

(1) The railway shall be constructed in single tunnels:

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

(3) (*a*) The tunnels of which the railway 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 but this provision shall not apply to the tunnels at junctions All such tunnels shall be lined throughout with iron or other sufficient metal plates properly jointed throughout or with other suitable material;

(*b*) Every permanent 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 of the railway shall not have an internal diameter exceeding thirty feet the cross-over and junction tunnels shall

A.D. 1926.

not have an internal diameter exceeding forty feet and the tunnels between the stations shall not (except at cross-overs and junctions or where necessary for adjustment at curves) have an internal diameter exceeding fifteen feet six inches and the internal diameter of the shafts shall not exceed forty feet;

(*d*) The Company may make trial borings at such places within the limits of deviation as they shall think fit for the purpose of ascertaining the nature of the soil Provided always that any such borings made by the Company in any street shall be subject to such reasonable restrictions as to surface borings as the authority having the maintenance of that street may impose;

(*e*) Any space between the lining of the tunnels (including station cross-over and junction 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 the railway in such quantity as to necessitate the employment of compressed air the Company shall immediately stop all excavating work at the point where the same is so found and the further driving of the tunnels at the working faces at that point until the Company shall 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 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 tunnels of which the railway will consist or from the shafts.

Power to open surface of streets.

**8.**—(1) Subject to the provisions of this Part of this Act the Company may enter upon open break up and interfere with so much of the surface of those parts of the streets hereinafter mentioned as is within the limits

of deviation for the purpose of constructing the new railways and the works connected therewith or incidental thereto.

The parts of the streets hereinbefore referred to are :—

In the county of Middlesex :—

Urban District of Willesden—

(i) Lydford Road between Dartmouth Road and Chatsworth Road ;

(ii) Mapesbury Road between Dartmouth Road and Chatsworth Road;

(iii) Victoria Road between the point of its intersection with High Road Kilburn and a point 20 yards or thereabouts measured along the centre of Victoria Road from such point of intersection :

In the county of Middlesex and the administrative county of London :—

Urban district of Willesden and metropolitan borough of Hampstead—

(iv) High Road Kilburn between a point 21 yards or thereabouts measured in a north-westerly direction along the centre of that road from the point of its intersection with Victoria Road and a point 25 yards or thereabouts measured in a south-easterly direction along the centre of High Road Kilburn from the said point of intersection :

In the administrative county of London :—

Metropolitan borough of Hampstead—

(v) Kilburn Priory between the point of its intersection with Maida Vale and a line drawn from the most easterly corner of the premises known as The Parade to the westerly corner of the forecourt of the Scala (Maida Vale) Limited Picture Palace;

Metropolitan boroughs of Hampstead and Paddington—

(vi) Maida Vale between the point of its intersection with Kilburn Park Road and a point 58 yards or thereabouts measured in

A.D. 1926.

a north-westerly direction along the centre of Maida Vale from the said point of intersection;

Metropolitan borough of Paddington—

(vii) Kilburn Park Road between the point of its intersection with Maida Vale and a point 23 yards or thereabouts measured along the centre of Kilburn Park Road from such point of intersection;

(viii) Clifton Road between the point of its intersection with Maida Vale and a point 23 yards or thereabouts measured along the centre of Clifton Road from such point of intersection;

(ix) Irongate Wharf Road between the point of its intersection with Praed Street and a point 70 yards or thereabouts measured along the centre of Irongate Wharf Road from such point of intersection;

(x) Praed Street between the point of its intersection with Edgware Road and a point 33 yards or thereabouts measured along the centre of Praed Street from such point of intersection;

Metropolitan boroughs of Paddington and St. Marylebone—

(xi) Maida Vale between a point 33 yards or thereabouts measured in a north-westerly direction along the centre of that road from the point of its intersection with Clifton Road and a point 20 yards or thereabouts measured in a south-easterly direction along the centre of Maida Vale from such point of intersection;

(xii) Edgware Road between No. 256 Edgware Road and No. 274 Edgware Road;

Metropolitan borough of St. Marylebone—

(xiii) Chapel Street between the point of its intersection with Edgware Road and a point 54 yards or thereabouts measured along the centre of Chapel Street from such point of intersection.

In this subsection the expression "the point of its intersection" where used in reference to any road which intersects or joins another road means the point at which lines drawn along the centre of each of such roads (and if necessary continued) would intersect each other.

(2) Seven days before breaking up or interfering with any portion of the surface of the said streets under the powers of this section the Company shall serve notice in writing on the Commissioner of Police of the metropolis and make such arrangements with him as may be necessary so as to cause as little interference with traffic as may be reasonably possible.

Railways may be worked by electrical power.

**9.** Subject to the provisions of this Act and of any regulations to be prescribed by the Minister of Transport (in this Act referred to as "the Ministry of Transport regulations") the Company may work the traffic on the new railways by electrical power.

Provisions as to use of electrical power.

**10.** The following provisions shall apply to the use of electrical power for working the traffic on the new railways unless such power is entirely contained in and carried along with the carriages :—

(1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance :

(2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working the traffic of their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus :

(3) The electrical power shall be used only in accordance with the Ministry of Transport regulations and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other

A.D. 1926.

metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :

(4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Ministry of Transport regulations and in prescribing such means the Minister of Transport shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking :

(5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :

(6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Minister of Transport or at his option by an arbitrator to be appointed by him and the costs of such determination shall be in the discretion of the Minister or of the arbitrator as the case may be :

(7) The Company using electrical power contrary to the provisions of this Act or of the Ministry of

Transport regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Minister of Transport if in his opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Ministry of Transport regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Minister of Transport and in every such case the Minister of Transport shall make a special report to Parliament notifying the making of such order :

(8) The expression "Company" in this section includes licensees and any person owning working or running carriages over any railway of the Company.

Plans &c. to be approved by Minister of Transport before works commenced.

**11.** The Company shall in respect of the new railways from time to time submit for the approval of the Minister of Transport plans sections and other details of their proposals with respect to (*a*) permanent way tunnels platforms stairs lifts and other communications (*b*) rolling stock (*c*) lighting and (*d*) ventilation and the railway rolling stock and other works shall be constructed reconstructed and maintained only in accordance with plans sections and other details as approved by the Minister of Transport.

For protection of Postmaster-General.

**12.** In the event of the new railways or any part thereof being worked by electrical power the following provisions shall have effect in respect of such portions thereof as are constructed in tunnel :—

(1) The Company shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with the telegraphic lines from time

A.D. 1926.

to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines Provided that this subsection shall not apply to any telegraphic line of the Postmaster-General laid down or placed by him on or along such portions of the new railways as are constructed in tunnel:

And the following provisions shall have effect in respect of the remaining portions of the new railways:—

(2) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration:

(3) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

(4) Before any electric line is laid down or any act or work for working the new railways by electricity is done within thirty yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall

conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration:

And the following provisions shall have effect in respect of the new railways whether constructed in tunnel or not:—

(5) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General (but so that such tests shall not be required at such times or be of such a nature as unduly to interfere with the traffic) and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the regulations of the Ministry of Transport:

(6) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other person generating or using electric currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments (by working their

A.D. 1926.

generating stations running their cars or otherwise working any part of their undertaking or in case of continuous working by stopping the current generated for the purposes of their undertaking at such times as would not unduly interfere with the traffic) as he may deem necessary to enable him to discover which of the undertakings causes the disturbance and such experiment shall be carried out by the Company as and when required by the Postmaster-General:

(7) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding twenty pounds and to a further fine not exceeding ten pounds for every day during which such contravention or non-compliance continues after conviction thereof or if the telegraphic communication is wilfully interrupted to a fine not exceeding fifty pounds and to a further fine not exceeding fifty pounds for every day on which such interruption continues after conviction thereof:

(8) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:

(9) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:

(10) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :

(11) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :

(12) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Minister of Transport on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply to any such arbitration :

(13) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid :

(14) In this section the expression "the Company" includes their lessees and any person owning working or running carriages on any of the new railways.

Power to deviate laterally.

**13.** In the execution of the new railways but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation.

Power to deviate vertically.

**14.** In the execution of the new railways but subject to the provisions of this Act the Company may 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 nothing contained in this section shall be deemed to authorise the Company to deviate upwards from the levels of the new railways as shown on the deposited sections to a greater extent than five feet.

As to use of subsoil of streets.

**15.** Subject to the provisions of this Act the Company may for the purposes of Railway No. 1 by this Part of this Act authorised appropriate and use without payment of compensation therefor the subsoil and under-surface of any public street road footway or place shown

A.D. 1926.

on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes aforesaid but nothing herein contained shall restrict the right of the Company to the use of any public street road footway or place for purposes of ordinary traffic or of access to or in connection with any of their lands or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any such street road footway or place.

Provision as to cellars under streets not referenced.

**16.** Nothing in this Act contained shall authorise the Company to enter upon take or use (except by agreement) any cellar or vault in or under any street belonging to or connected with any building unless such cellar or vault or the building with which it is connected is described in the deposited book of reference.

Company not liable to repair surface of roads level of which is not permanently altered.

**17.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway under which the new railways shall be constructed except so far as the level of such road or highway is permanently altered.

Period for compulsory purchase of lands.

**18.** The powers for the compulsory purchase of lands by the Company under or for the purposes of this Act shall cease after the thirty-first day of October nineteen hundred and twenty-nine.

Period for completion of works.

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

Compensation for damage by working.

**20.**—(1) In addition to the provisions of the Acts incorporated herewith with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the owner lessee and occupier of any land which shall be injuriously affected by reason of the working of Railway No. 1 by this Part of this Act authorised where constructed in tunnel (including the working of lifts escalators and any other works in connection with the said railway) notwithstanding that no part

of the property of such owner lessee or occupier is taken by the Company Provided that all claims for compensation under this section shall be made within two years from the date of the opening for public traffic of that portion of the said railway which is alleged to cause such injurious affection and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Minister of Transport shall have the powers of the court or a judge under section 5 of the said Act.

(2) An arbitrator under this section may with the consent of all parties concerned hear together any class or group of claims under this section.

Power to hold patent rights.

**21.** The Company may acquire and hold patent and other rights and licences (not being exclusive) in relation to the use of electrical power for the purposes of this Act.

Power to owners to grant easements &c.

**22.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain properties.

**23.** And whereas in the construction of the works by this Act 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 or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a

A.D. 1926.

portion only is required for the purposes of the works authorised by this Act or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal;

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and its final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

A.D. 1926.

Company may acquire easements only under lands &c. and purchase cellars &c.

**24.** With respect to the lands shown on the deposited plans (other than public streets roads or footways) which are described in the Second Schedule to this Act the Company shall not be required to purchase or take such lands or any part of the surface thereof or any houses buildings and premises thereon or any cellar vault arches or other construction held or connected therewith but the Company may instead of purchasing and taking the same purchase and take an easement or right of using the subsoil and under-surface of any such lands and if the Company require to take use pull down or open any such cellar vault arches or other construction they may purchase take and use and the owners of and other persons interested in any such vault cellar arches or other construction shall sell the same for the purposes of such works and the purchase of any such easement or of any such cellar vault arch or other construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 but nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained and determined according to the provisions contained in the Lands Clauses Acts as modified by this Act.

Underpinning of houses near works.

**25.** And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet thereof it may be necessary to underpin or otherwise to strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions in substitution for the provisions of the London Building Act 1894 relating to underpinning works shall have effect (that is to say):—

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the

house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3) If any owner lessee or occupier of any such house or building or the Company shall within seven days after the giving of such notice give a counter notice in writing disputing the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done

A.D. 1926.

in pursuance of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

(7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 :

(8) Every case of compensation to be ascertained under this section shall be ascertained according to the provisions of the Lands Clauses Acts as modified by this Act :

(9) Nothing in this section contained shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Compensation in case of recent improvements &c.

**26.** In settling any question of disputed compensation payable under this Act by the Company the tribunal 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 twenty-five if in the opinion of the tribunal 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.

Costs of arbitration in certain cases.

**27.** The tribunal 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 such sufficient particulars and in such sufficient time as aforesaid has 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 in 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.

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

**28.** 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 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 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.

Use of sewer for removing water.

**29.** The Company may subject to the provisions of this Act use for the discharge of any water pumped or found by them during the construction of Railway No. 1 by this Act authorised and the works connected therewith or incidental thereto any available stream or watercourse or any sewer or drain of the London County Council or the council of any metropolitan borough in or through which the said railway and works may be constructed or pass and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connections with any such stream watercourse sewer or drain within the limits of deviation :

Provided always that the Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if the same shall be given) of the London

A.D. 1926.

County Council or the council of any metropolitan borough (as the case may be) in whom the said sewer or drain shall be vested.

New railways to form part of undertaking of Company

**30.** The new railways shall form part of the undertaking of the Company :

Fares rates and charges &c.

Provided that until the coming into operation of the schedule of charges to be applied to the Company by the rates tribunal pursuant to section 33 of the Railways Act 1921 and subject to the provisions of the proviso to section 60 of that Act :—

(*a*) The maximum fares to be charged for the conveyance of passengers upon the new railways including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage 3*d*. per mile;

For every passenger conveyed in a third-class carriage 1½*d*. per mile;

For every passenger conveyed on the new railways for a less distance than 2 miles the Company may charge as for 2 miles and every fraction of a mile beyond 2 miles or any greater number of miles shall be deemed a mile;

(*b*) The Railway Rates and Charges No. 13 (Metropolitan Railway &c.) Order Confirmation Act 1892 and the Order thereby confirmed shall with such increases as are authorised under section 60 of the Railways Act 1921 apply and extend to the new railways in like manner and to the like extent as such Act and Order apply and extend to the railway from Baker Street Station to Kingsbury—Neasden Station in the said Order specially mentioned;

(*c*) With respect to small parcels not exceeding five hundred pounds in weight the provisions of section 24 (Tolls for small parcels and similar articles of great weight) of the Kingsbury and Harrow Railway Act 1874 and with respect to passengers' luggage the provisions of section 27 (Passengers' luggage) of the same Act shall extend and apply to the new railways.

A.D. 1926.

For further protection of Post Office.

**31.** If any work authorised by this Act involves the removal or alteration of any Post Office letter box or telephone call box the Company shall not remove or alter such box but shall give notice to the Postmaster-General of the removal or alteration required and the Postmaster-General shall remove or alter the box as he may think fit and the Company shall pay to the Postmaster-General all expenses incurred by him in relation to such removal or alteration.

General provisions for protection of gas water hydraulic power and electric companies and public bodies.

**32.**—(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (hereinafter called "apparatus") of any local authority company body or person whose apparatus may be interfered with during the construction of the new railways and the other works by this Act authorised are situate (each such local authority company body or person being hereinafter referred to as "the protected company") the Company shall deliver to the protected company plans sections and descriptions of all works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the protected company at least twenty-eight days before the commencement of any such work.

If it should appear to the protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water gas hydraulic power or electrical energy the protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to thenecessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (hereinafter called "protective works") shall be settled as hereinafter provided and the protective works shall save as hereinafter provided be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if any protected company by notice in

A.D. 1926.

writing to the Company within fourteen days after the receipt by the protected company of notice of the intended commencement by the Company of any such works of the Company so require the protected company may by their own engineer or workmen do and execute protective works so far as they affect the apparatus of the protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such protective works.

(2) In the event of the plans sections and descriptions as delivered to the protected company as aforesaid not being objected to within twenty-eight days from such delivery the works shown and described thereon shall be executed in strict accordance therewith.

(3) The protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the protected company will be interfered with or affected during construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the protected company.

(4) If any interruption in the supply of water gas hydraulic power or electrical energy by the protected company shall without the written authority of the protected company be in any way occasioned either by reason of the exercise of the powers of this Act or by the act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the protected company for the use and benefit of the protected company a sum not exceeding ten pounds for every hour during which such interruption shall continue.

(5) The expense of all repairs or renewals of any apparatus of the protected company or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise of the powers of this Act or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the new railways and

works or at any time thereafter shall be borne and paid by the Company.

(6) It shall be lawful for the protected company and the engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands of the Company at any point or place where there is existing apparatus of the protected company and to do all such works in and upon such lands as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and notwithstanding the stopping up temporarily of any public street or place under the powers of this Act to exercise the same rights of access as they now enjoy to all or any apparatus of the protected company situate in or under any such street or place Provided always that in so doing the protected company their engineers or workmen or others in the employ of the protected company shall not interrupt the user of any of the works of the Company by this Act or any other Act authorised Provided also that the protected company shall make good and reimburse to the Company all damages to such last-mentioned works occasioned by the exercise of the powers by this section reserved to the protected company.

(7) If any difference shall arise with respect to any matter under this section between the Company and the protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to the protected company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of the Company and the protected company or either of them by the President of the Institution of Civil Engineers under the provisions of the Arbitration Act 1889 and in settling any question under this section an arbitrator shall have regard to any duties or obligations which the protected company may be under in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the protected company's apparatus is used.

(8) The Company shall not alter divert or otherwise interfere with any telegraphic line (as defined by the

A.D. 1926.

Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act.

Power to deal with lands not required for purposes of undertaking.

**33.** The Company may sell the freehold or other interest of and in or grant building repairing or other leases of or dispose of on such terms and conditions or may retain hold and use for such purposes as they may think fit any lands already acquired by them or which under the authority of this Act may hereafter be acquired by them or in trust for them or any part thereof and which lands may not be required for the purposes of the undertaking of the Company and any such land shall not be deemed to be land not required for the purposes of such undertaking within the meaning of the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands.

Extending section 38 of Metropolitan Railway Act 1906 as amended by section 17 of Metropolitan Railway Act 1910 to lands of Company.

**34.** The powers rights privileges and authorities conferred on or granted to the Company by section 38 (Powers as to building on or over lands stations or railways of Company) of the Metropolitan Railway Act 1906 as amended by section 17 (For protection of Commissioners of Works) of the Metropolitan Railway Act 1910 shall extend and apply to and may be exercised by the Company with respect to any lands which may be acquired by them under the provisions of this Act and to the buildings to be erected thereon or any part thereof but subject always to the limitations conditions and provisions in the said section 38 contained so far as the same may be applicable.

As to private rights of way over lands taken compulsorily.

**35.** 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 as modified by this Act with reference to the taking of lands otherwise than by agreement.

Power to acquire leasehold interests.

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

A.D. 1926.

For protection of St. Marylebone Borough Council.

**37.** Notwithstanding anything contained in this Act or the Act of 1911 the following provisions for the protection and benefit of the mayor aldermen and councillors of the metropolitan borough of St. Marylebone (in this section called "the council") shall except so far as may be otherwise agreed in writing between the Company and the council apply and have effect in reference to the exercise of the powers of this Act the Act of 1911 and the enactments incorporated therewith respectively (that is to say):—

(1) (i) Before commencing to make any part of the works by this Act or the Act of 1911 authorised which will involve interference with a public highway in the borough of St. Marylebone or repairable by the council the Company shall consult the council as to the time when the works shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Company to occupy in the construction of the works and as to the conditions under which they shall be constructed so as to reduce so far as possible the public inconvenience and the works shall not be made and the surface of the highway shall not be occupied by the Company except at the time to the extent and in accordance with the conditions agreed between the Company and the council or in default of agreement determined by arbitration;

(ii) In the construction of any part of the works authorised by this Act or the Act of 1911 which will involve interference with a public highway in the borough of St. Marylebone or repairable by the council or which will be within ten feet of the surface of such highway the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the council such consent not to be unreasonably withheld;

(iii) The Company's works so far as they involve any interference with any public highway in the borough of St. Marylebone or repairable by the council shall after the commencement thereof be carried on continuously day

A.D. 1926.

and night and the Company shall use materials of such description and shall take all such steps as may be reasonably necessary to reduce so far as possible the period of such interference;

(iv) The works shall be constructed maintained and kept in proper repair by the Company so as at all times to support not only the ordinary traffic and any exceptional traffic using the streets but also any apparatus which the council or their contractors may reasonably use for repairing the streets under the control of or repairable by the council and the Company shall indemnify the council against and make good to them all costs and expenses the council may reasonably incur or be put to in the construction maintenance or repair of any such streets by reason of any defect or insufficiency of the strength of the works or any neglect properly and effectually to construct maintain and keep in good repair the same or by reason of the construction or user of the works;

(v) It shall be lawful for the surveyor or other officer of the council duly appointed for the purpose at all reasonable times to enter upon and inspect any works executed under the powers of this Act or the Act of 1911 in the said borough or in or under any public highway in the borough of St. Marylebone or repairable by the council during the execution thereof and the Company shall give to such surveyor or officer all reasonable facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to any sewer drain or work belonging to or under the jurisdiction or control of the council the Company shall adopt such measures and precautions as may be reasonably necessary for the purpose of preventing any damage or injury thereto and in the event of any difference arising between the council and the Company with reference thereto such difference shall be referred to arbitration;

(vi) The Company shall not alter disturb or in any way interfere with any refuge sewer drain main pipe wire lamp column or other

property or works of the council or under their control or repairable by them without their consent in writing which shall not be unreasonably withheld and any alteration diversion or reconstruction of any such refuge sewer drain main pipe wire lamp column or other property or works that may be necessary shall be made by the council or the Company as the former shall think fit and any costs and expenses reasonably incurred by the council in so doing shall be recoverable by them in a summary manner;

(vii) If any extra expense be incurred by the council for the repair of any street or road of the council by reason of the extraordinary traffic in the making or construction of the works authorised by this Act or the Act of 1911 or by reason of the diversion thereto of traffic in consequence of the making or construction of such works the Company shall repay the amount of such expenses to the council;

(viii) The Company shall not without the consent of the council which shall not be unreasonably withheld permit during the construction of the works authorised by this Act or the Act of 1911 any cart or vehicle to be loaded in Chapel Street Marylebone Road Edgware Road and Maida Vale with any subsoil or materials removed or required in connection with the said works;

(ix) The Company shall not deposit any subsoil or materials anywhere within the said borough so as to cause any nuisance or obstruction to any person using the streets roads or footways within the borough;

(x) The Company shall not discharge any water gravel sand soil or other substance from any of the works authorised by this Act or incidental thereto into any sewer or drain vested in or under the control of the council except with the consent of the council in writing which consent shall not be unreasonably withheld and subject to such terms and conditions as the council may reasonably impose and any

A.D. 1926.

reasonable expenditure which may be incurred by the council as a result and in consequence of the discharge of any such water gravel sand soil or other substance by the Company into any of the said sewers or drains shall be repaid to the council by the Company;

(xi) Where any part of any road or footway belonging to or repairable by the council shall have been broken up or disturbed by the Company the Company shall make good the subsoil foundations and surface of such road or footway to the reasonable satisfaction of the council Provided that the reinstatement of any such road or footway broken up or disturbed by the Company shall in the first instance be of a temporary nature only and the permanent reinstatement to the reasonable satisfaction as aforesaid of any such road or footway shall be carried out by the council and the Company shall repay to the council the reasonable costs incurred by the council in so doing;

(xii) It shall not be lawful for the Company in the exercise of the powers of this Act or the Act of 1911 to place any hoardings on any part of any highway belonging to or repairable by the council except for such period as may be necessary and then only in such manner as shall be reasonably necessary and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof and the Company shall not affix exhibit or permit to be affixed or exhibited upon any such hoarding as aforesaid any advertisement or placard which is visible from the streets unless the same shall have been approved in writing by the council and if any such advertisement or placard be affixed or exhibited without such approval the council and their authorised officers may remove the same;

(xiii) The Company shall make full compensation to the council for any subsidence of or damage to any road or footway sewer drain or other work vested in under the control of or repairable by the council which may be

caused by or in consequence of any 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 or at any time thereafter;

(xiv) Except as by this Act or the Act of 1911 otherwise provided nothing in this Act or the Act of 1911 contained shall extend or be construed to take away prejudice or to lessen any of the powers rights privileges or authorities of the council;

(xv) For the purposes of this section the expression "highway" shall in the case of Edgware Road and Maida Vale include so much of the carriageway as is within the borough of St. Marylebone whether repairable by the council or not and the whole of the footway on the eastern side of Edgware Road and Maida Vale;

(xvi) Any difference which may arise under the provisions of this subsection between the council and the Company shall be from time to time referred to and determined by an engineer to be agreed upon or failing agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference:

(2) So far as relates to all property acquired by the Company in the borough of St. Marylebone section 133 of the Lands Clauses Consolidation Act 1845 shall be read construed and applied as if references to the general rate were substituted for all references therein to the poor rate and the assessments on which any payment made by the Company under the said section 133 is based shall be inserted in the valuation list and any such payment shall be taken into account for the purpose of ascertaining the proceeds of any rate:

(3) For the removal of doubt it is hereby declared that nothing in this Act shall empower the Company to afford a supply of electricity within or for use within any building office dwelling flat tenement hereditament or other premises

A.D. 1926.

upon lands acquired by the Company under the provisions of this Act which is not occupied by the Company Provided nevertheless that nothing in this section contained shall be deemed to or shall prejudice or derogate from any powers conferred on or exerciseable by the Company under any other Act to afford a supply of electricity in respect of any property or premises (other than as aforesaid) forming part of the undertaking of the Company.

For protection of Paddington Borough Council.

**38.** For the protection of the mayor aldermen and councillors of the metropolitan borough of Paddington (in this section referred to as "the council") notwithstanding anything in this Act contained the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

(1) In the construction of Railway No. 1 under Edgware Road Praed Street Irongate Wharf Road (where public) or Harrow Road the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the council but such consent shall not be unreasonably withheld:

(2) So far as the construction of Railway No. 1 or any works connected therewith involve any interference with the surface of Edgware Road or Praed Street the Company shall after the commencement thereof carry on the same continuously day and night and shall use materials of such description and take all such steps as may be reasonably necessary to reduce so far as possible the period of such interference:

(3) (*a*) Seven clear days before commencing any vertical borings from the surface of any part of any street repairable by the council in the borough of Paddington (in this section referred to as "the borough") the Company shall serve notice of their intention to commence the same on the engineer to the council (in this section referred to as "the engineer") and such notice shall describe the place or places at which such borings are intended to be made and the hours during which the works are to be carried out

and if within seven days after the service of such notice any objection is made by the engineer the matter shall unless otherwise agreed be determined by arbitration as hereinafter provided before the borings are commenced but if no such objection is made the borings may be proceeded with;

(*b*) The Company shall not make use of any steam engines in connection with the sinking of any shaft within the borough and all work in connection therewith shall be carried on by electrical or hydraulic power:

(4) If it shall be necessary for the purpose of the construction of Railway No. 1 or any subway lift shaft station or work in connection therewith to remove any refuge lamp column guard post tree or any apparatus or work under the control of the council the Company shall restore the same to the reasonable satisfaction of the engineer and in such position as he may reasonably determine:

(5) All tunnels arches and other works within the borough shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the borough but also any steam roller and traction engine by whatever power worked that the council or its contractors may reasonably use for repairing and maintaining highways under the control of the council and the Company shall indemnify the council against and make good to it all liability damages costs and expenses whatsoever that the council may incur or be put to whether by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect properly and efficiently to maintain the same as aforesaid or arising from water percolating or flowing into the tunnels or other works of the Company from the surface of the land drains sewers or otherwise:

(6) The Company shall not where any house or building in the borough shall have been wholly

A.D. 1926.

or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for any longer period than is reasonably necessary:

(7) The Company shall not where the Railway No. 1 is shown as in tunnel on the deposited sections break up or disturb the surface of any street or road repairable by the council for the purpose of constructing the said railway except with the consent of the council which consent shall not be unreasonably withheld:

(8) (*a*) The entrances and exits to and from the station buildings shall be so constructed as not to necessitate any alteration of the levels of the highways adjacent thereto;

(*b*) The Company shall not open or make any ventilators air shafts or other similar openings in any roadway or footway in the borough;

(*c*) In so far as regards the breaking up or interfering with any portion of the surface of any highway in the borough the Company shall observe and be bound by the provisions of all the pertinent statutes prevailing in the county of London including sections 109 to 115 inclusive of the Metropolis Management Act 1855 and any Act or Acts amending the same;

(*d*) Any building erected on land acquired under this Act or on or over any stations or railways of the Company in the borough (except such buildings or parts of buildings as may be used for the purposes of the said railway and works) shall be subject to the provisions of the Acts relating to buildings and the drainage thereof in force in the county of London:

(9) (*a*) The Company shall not without the consent of the council which shall not be unreasonably withheld permit during the construction of the works authorised by this Act any cart or vehicle to be loaded in Chapel Street Edgware Road Praed Street Irongate Wharf Road (where public) Harrow Road and Maida Vale with any subsoil or materials removed or required in connection with the said works;

(*b*) The Company or any contractor employed by them shall not deposit any subsoil or materials anywhere within the borough so as to cause any obstruction to any persons using the roads or footways within the borough:

(10) No station or other buildings constructed by the Company on any lands acquired by the Company within the borough under the powers of this Act shall be used by the Company for goods traffic of so noisy a character as to be a nuisance to the property adjoining or of an offensive nature nor shall the Company use or permit their employees to use any public foot or road ways adjacent to any such station building or lands for the loading or unloading of vehicles in connection with goods traffic on their railway to such an extent as to be a nuisance to the property adjoining:

(11) The council may from time to time appoint a competent engineer architect or surveyor who may from time to time inspect the Railway No. 1 and the works connected therewith within the borough during construction and shall give notice to the Company of such appointment and the Company shall give to such engineer architect or surveyor all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company within the borough are attended with danger to any sewer drain or work belonging to or under the jurisdiction or control of the council the Company shall adopt such measures and precautions as may be considered necessary for the purpose of preventing any damage or injury thereto and in the event of any difference arising between the council and the Company with reference thereto such difference shall be referred to arbitration as hereinafter provided The Company in addition to bearing any and all of the expense which the council may reasonably incur for special professional assistance or advice shall themselves bear the cost of any additional precautionary measures or works deemed to be

A.D. 1926.

necessary together with the subsequent maintenance thereof :

(12) (*a*) Where any works to be done by the Company by virtue of this Act or for the purpose of discharging any water pumped or found by them during the construction of Railway No. 1 or for draining their tunnels or stations or for other purposes shall in any way affect or may pass over or under so as to interfere with any sewers drains or works of the council or any sewers or works to be made or executed by the council or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such works until they shall have given to the council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council shall have signified its approval of the same unless the council does not signify its approval disapproval or other directions within fourteen days after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works such difference shall be referred to arbitration as hereinafter provided and the Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper support strengthening and protection diversion or alteration of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and all such works shall be done by or under the direction superintendence and control of the engineer at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the

Company shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by arbitration as aforesaid and be a debt due from the Company to the council;

(*b*) When any new or altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now or hereafter may be;

(*c*) As regards any work in respect of which the Company are under the provisions of paragraph (*a*) of this subsection required to submit plans and sections to the council the council may require the Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the level or levels shown upon such plans or sections for the purpose of avoiding injury or risk of injury to the sewers of the council and the Company shall in constructing such works deviate accordingly;

(*d*) The plans to be submitted to the council for the purposes of this Act shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation (for which purpose the council shall allow the Company access to plans in their possession and to any sewers in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any alteration which the Company may propose to make in any such sewer;

(*e*) The council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably

A.D. 1926.

necessary to secure the sewers and drainage system of London under the jurisdiction and control of the council against interference or risk of damage and to provide and secure a proper or convenient means of access to the said sewers;

(*f*) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction;

(*g*) The approval by the council of any plans or superintendence by the council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages for anything done or omitted under the provisions of this Act or otherwise:

(13) The Company shall make full compensation to the council for any damage to or subsidence of any road or footway repairable by the council or any sewer drain or work of the council in or under or contiguous to any street road or footway in or under which any part of the railway or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the railway or works or at any time thereafter:

(14) (*a*) The position extent and period of retention of any hoarding to be erected on any carriageways or footways in the borough belonging to or repairable by the council for the purpose of sinking any shaft constructing stairways subways or any works in connection therewith shall be such as shall be agreed with the engineer (or failing agreement shall be determined by arbitration) and all such hoardings

shall be erected and retained under the provisions of the Metropolis Management Act 1855 or any amendment thereof;

(*b*) The Company shall at all times during the progress of the erection construction reconstruction or alteration of the works of the Company by this Act authorised comply with all reasonable requirements of the council as to the provision of necessary barriers hoardings and other precautions for the due protection of the public and for the lighting and watching of such barriers and hoardings Provided that nothing in this section contained shall be deemed to impose any liability on the council for any loss or damage which may happen to or be caused by reason of any act carried out in accordance with the requirements of the council or work done under their supervision and the Company shall indemnify and save harmless the council in respect of any claims made on the council for loss or damage occasioned by reason of any act default or omission of the Company or their contractors agents servants or workmen in connection with the works:

(15) The Company shall within 24 hours of the discovery by them of the presence of water in the workings during construction of the railway in such quantities as to necessitate any special measures for its removal give written notice of such discovery to the engineer and afford him or other officer or servant of the council duly appointed for the purpose all reasonable facilities from time to time for entering upon and inspecting the works of the Company in order that the council may take such measures as they may deem to be necessary for the protection of highways sewers drains buildings and other matters or things within their control:

(16) If any extra expense be incurred by the council for the repair or cleansing of any street or road of the council by reason of the extraordinary traffic in the making or construction of the

A.D. 1926.

works authorised by this Act or by reason of the diversion thereto of traffic in consequence of the making or construction of such works the Company shall repay the amount of such expense to the council:

(17) So far as relates to all property acquired by the Company in the borough section 133 of the Lands Clauses Consolidation Act 1845 shall be read construed and applied as if references to the general rate were substituted for all references therein to the poor rate and the assessments on which any payment made by the Company under the said section 133 is based shall be inserted in the valuation list and any such payment shall be taken into account for the purpose of ascertaining the proceeds of any rate:

(18) Except as by this Act otherwise provided nothing in this Act contained shall extend to be construed to take away prejudice or to lessen any of the powers rights privileges or authorities of the council:

(19) Any difference which may arise under the provisions of this section between the council and the Company shall be from time to time referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Hampstead Borough Council.

**39.** Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and councillors of the metropolitan borough of Hampstead (in this section called "the council") shall except so far as may be otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

(1) (i) Before commencing to make any part of the works by this Act authorised which will involve interference with a public highway in the borough of Hampstead (in this section called "the borough") or repairable by the council the Company shall consult the council as to

the time when the works shall be commenced and as to the extent of the surface of the highway that it may be reasonably necessary for the Company to occupy in the construction of the works and as to the conditions under which they shall be constructed so as to reduce so far as possible the public inconvenience and the works shall not be made and the surface of the highway shall not be occupied by the Company except at the time to the extent and in accordance with the conditions agreed between the Company and the council or in default of agreement determined by arbitration;

(ii) In the construction of any part of the works authorised by this Act which will involve interference with a public highway in the borough or repairable by the council or which will be within ten feet of the surface of such highway the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the council such consent not to be unreasonably withheld;

(iii) The Company's works so far as they involve any interference with any public highway in the borough or repairable by the council shall after the commencement thereof be carried on continuously day and night and the Company shall use materials of such description and shall take all such steps as may be reasonably necessary to reduce so far as possible the period of such interference;

(iv) The works shall be constructed maintained and kept in proper repair by the Company so as at all times to support not only the ordinary traffic and any exceptional traffic using the streets but also any apparatus which the council or their contractors may reasonably use for repairing the streets under the control of or repairable by the council and the Company shall indemnify the council against and make good to them all costs and expenses the council may reasonably incur or be put to in the construction maintenance or repair of any such streets by reason of any defect or insufficiency

A.D. 1926.

of the strength of the works or any neglect properly and effectually to construct maintain and keep in good repair the same or by reason of the construction or user of the works;

(v) It shall be lawful for the surveyor or other officer of the council duly appointed for the purpose at all reasonable times to enter upon and inspect any works executed under the powers of this Act in the borough or in or under any public highway in the borough or repairable by the council during the execution thereof and the Company shall give to such surveyor or officer all reasonable facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to any sewer drain or work belonging to or under the jurisdiction or control of the council the Company shall adopt such measures and precautions as may be reasonably necessary for the purpose of preventing any damage or injury thereto and in the event of any difference arising between the council and the Company with reference thereto such difference shall be referred to arbitration;

(vi) The Company shall not alter disturb or in any way interfere with any refuge sewer drain main pipe wire lamp column or other property or works of the council or under their control or repairable by them without their consent in writing which shall not be unreasonably withheld and any alteration diversion or reconstruction of any such refuge sewer drain main pipe wire lamp column or other property or works that may be necessary shall be made by the council or the Company as the former shall think fit and any costs and expenses reasonably incurred by the council in so doing shall be recoverable by them in a summary manner;

(vii) If any extra expense be incurred by the council for the strengthening or repair (if reasonably necessary) of any street or road of the council by reason of the extraordinary

traffic in the making or construction of the works authorised by this Act or by reason of the diversion thereto of traffic in consequence of the making or construction of such works the Company shall repay the amount of such expenses to the council;

(viii) The Company shall not without the consent of the council which shall not be unreasonably withheld permit during the construction of the works authorised by this Act any cart or vehicle to be loaded in High Road Kilburn or Maida Vale with any subsoil or materials removed or required in connection with the said works;

(ix) The Company shall not deposit any subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to any person using the streets roads or footways within the borough;

(x) The Company shall not discharge any water gravel sand soil or other substance from any of the works authorised by this Act or incidental thereto into any sewer or drain vested in or under the control of the council except with the consent of the council in writing which consent shall not be unreasonably withheld and subject to such terms and conditions as the council may reasonably impose and any reasonable expenditure which may be incurred by the council as a result and in consequence of the discharge of any such water gravel sand soil or other substance by the Company into any of the said sewers or drains shall be repaid to the council by the Company;

(xi) Where any part of any road or footway belonging to or repairable by the council shall have been broken up or disturbed by the Company the Company shall make good the subsoil foundations and surface of such road or footway to the reasonable satisfaction of the council and the Company after making good such road or footway shall keep the same in good repair for the period of three months and for such further period (if any) not being more

A.D. 1926.

than twelve months in the whole as the soil shall continue to subside;

(xii) It shall not be lawful for the Company in the exercise of the powers of this Act to place any hoardings on any part of any highway belonging to or repairable by the council except for such period as may be necessary and then only in such manner as shall be reasonably necessary and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof and the Company shall not affix exhibit or permit to be affixed or exhibited upon any such hoarding as aforesaid any advertisement or placard which is visible from the streets unless the same shall have been approved in writing by the Council and if any such advertisement or placard be affixed or exhibited without such approval the council and their authorised officers may remove the same;

(xiii) The Company shall make full compensation to the council for any subsidence of or damage to any road or footway sewer drain or other work vested in under the control of or repairable by the council which may be caused by or in consequence of any 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 or at any time thereafter;

(xiv) Except as by this Act otherwise provided nothing in this Act contained shall extend or be construed to take away prejudice or to lessen any of the powers rights privileges or authorities of the council;

(xv) The provisions of this section shall extend and apply to the full width of High Road Kilburn and Maida Vale where the highway for such width is maintained by the council;

(xvi) Any difference which may arise under the provisions of this subsection between the council and the Company shall be from time to time referred to and determined by an engineer to be agreed upon or failing agreement

by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference:

(2) So far as relates to all property acquired by the Company in the borough section 133 of the Lands Clauses Consolidation Act 1845 shall be read construed and applied as if references to the general rate were substituted for all references therein to the poor rate and the assessments on which any payment made by the Company under the said section 133 is based shall be inserted in the valuation list and any such payment shall be taken into account for the purpose of ascertaining the proceeds of any rate:

(3) For the removal of doubt it is hereby declared that nothing in this Act shall empower the Company to afford a supply of electricity within or for use within any building office dwelling flat tenement hereditament or other premises upon lands acquired by the Company under the provisions of this Act which is not occupied by the Company Provided nevertheless that nothing in this section contained shall be deemed to or shall prejudice or derogate from any powers conferred on or exerciseable by the Company under any other Act to afford a supply of electricity in respect of any property or premises (other than as aforesaid) forming part of the undertaking of the Company.

For protection of London County Council.

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

(1) Notwithstanding anything contained in this Act sections 13 and 14 of the Metropolitan Railway Act 1898 and subsections (2) (3) and (6) of section 15 of the Act of 1911 are incorporated with and form part of this Act and shall extend and apply to the lands which the Company are by this Act authorised to acquire and to any

A.D. 1926.

works matters or things by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto :

(2) Where any part of the works authorised by this Act shall pass under any existing tramways of the council the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the council such consent not to be unreasonably withheld :

(3) Before commencing to construct any part of the new railways or the works connected therewith respectively which shall or may pass under any existing tramways of the council the Company shall deliver to the council plans sections and specifications of the works as proposed to be executed by the Company under such tramways or within a distance of one hundred feet on either side and such works (including any necessary protective works) shall be executed to the reasonable satisfaction of the council :

(4) The Company shall at all times maintain the new railways and works under or within one hundred feet of any existing tramways of the council in proper repair and condition and the Company shall indemnify the council against and make good to them all costs and expenses the council may reasonably incur or be put to in the maintenance or repair of any such tramways by reason of any defect or insufficiency of the strength of the new railways and works under or within one hundred feet of any such tramways or any neglect properly to maintain the same as aforesaid The council shall at all reasonable times have free access to the works of the Company where the new railways subways and works pass under or within one hundred feet of the property of the council and for the distance above mentioned and every reasonable facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect

or want of repair shall immediately or as soon as possible be complied with by the Company :

(5) If during and by the execution of the new railways and works any of the existing tramways of the council or any of the works or conveniences connected therewith are injured or damaged such injury or damage shall be forthwith made good by the Company or in the event of their failing so to do the council may make good the same and recover the costs thereof against the Company :

(6) The Company shall not in making and maintaining and working or using the new railways and works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the existing tramways of the council or any traffic on such tramways and if at any time hereafter the free uninterrupted and safe user of the said tramways or any traffic thereon is obstructed hindered or interfered with the Company shall pay to the council such damages as the council sustain by reason thereof :

(7) All reasonable fees costs charges and expenses in respect of any of the matters in the previous paragraphs of this section contained shall be borne and on demand paid by the Company and during the construction renewal or repair of the new railways and works under and within one hundred feet of any existing tramways of the council the Company shall bear and on demand pay to the council the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the said tramways of the council or any part thereof and the works and conveniences connected therewith and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from acts or defaults of the contractors of the Company or of any person in their employ or otherwise :

(8) The Company shall be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council or to the property of the council or to

A.D. 1926.

any person using the same or otherwise by reason of the construction maintenance or failure of the new railways and works or of any act or omission of the Company or of any person in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission :

(9) If any entrances or exits for passengers to or from subways or station buildings in the administrative county of London (hereinafter in this section called "the county") from and to the adjoining streets are constructed or re-constructed by the Company under the powers of this Act the same shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in such streets and before the works are commenced plans thereof shall be submitted to the council for their reasonable approval and in default of agreement the same shall be determined by arbitration :

(10) The Company shall not make any openings in or discharge water directly into any sewer of the council or into any sewer communicating therewith except with the consent of the council which shall not be unreasonably withheld and subject to such reasonable conditions as to the making number and position of such openings the quantity of water to be discharged the time of such discharge and otherwise as may be reasonably prescribed by the council :

(11) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works in the county or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been reasonably approved by the clerk of the council but this provision shall not prevent the Company from exhibiting any placards or advertisements relat-

ing to the business of the Company or of any company associated with the Company :

(12) The approval by the council of any plans or superintendence by the council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :

(13) So soon as reasonably practicable after the completion of any underground works which have been executed by them in the county under the powers of this Act the Company shall prepare plans and sections on a scale of not less than five feet to a mile of such works which shall also show their situation relative to streets over or near to the same and shall at their own expense furnish the council with a copy of such plans and sections :

(14) Except as regards any difference which may arise under the provisions of section 13 of the Metropolitan Railway Act 1898 as incorporated by subsection (1) of this section or under the provisions of subsections (2) and (3) of section 15 of the Act of 1911 as so incorporated any difference which may arise under the provisions of this section shall be from time to time referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For further protection of London County Council.

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

(1) The Company shall not construct under any street or roadway in the administrative county of London any part of the new railways or works which will be within 25 feet of the surface of such street or roadway except in accordance with plans and sections submitted to and approved by the council such approval not to be unreasonably withheld :

A.D. 1926.

(2) If the Company construct reconstruct or alter any bridges structure or works over Railway No. 1 at Irongate Wharf Road (where public) Edgware Road Praed Street or Chapel Street such construction reconstruction or alteration shall be carried out only in accordance with plans sections and specifications submitted to and approved by the council such approval not to be unreasonably withheld :

(3) Upon the submission of any plans and sections or as the case may be plans sections and specifications under the foregoing provisions of this section and before approving the same the council shall with all reasonable despatch consult with the council of the metropolitan borough in which the works are or will be situate and for this purpose the council shall afford such council reasonable facilities for inspecting the plans sections and specifications relating to such works :

(4) Any difference which may arise under the provisions of this section shall be from time to time referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Middle Level Sewer No. 2.

**42.** The following provisions shall unless otherwise agreed between the London County Council (in this section called "the council") and the Company have effect for the protection of the sewer of the council known as the Middle Level Sewer No. 2 in addition to the provisions incorporated in this Act in that behalf (that is to say) :—

(1) All expenses including supervision and all incidental charges reasonably incurred by the council in maintaining repairing and renewing any new altered or substituted sewer which may be necessary in consequence of the Company's works shall from time to time be paid by the Company to the council :

(2) The Company shall at all times give to the council full free and uninterrupted access to any such

new altered or substituted sewer and every reasonable facility for the inspection maintenance alteration and repair thereof :

(3) Any additional cost to which the council may reasonably be put in consequence of the construction of the works by this Act authorised in the maintenance or management of such new altered or substituted sewer shall be paid from time to time to the council by the Company.

For protection of Willesden Urban District Council.

**43.** The following provisions for the protection and benefit of the urban district council of Willesden (in this section referred to as "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with reference to so much of the new railways and works as are to be constructed and made and such of the powers of the Company as are to be exercised within the district of the council (that is to say) :—

(1) The Company shall not in the construction of the new railways deposit any subsoil or material within the district of the council so as to cause any nuisance or obstruction to any person using the public roads or footways within the said district :

(2) Plans of the entrances and exits to and from any stations in the district of the council shall be submitted to the council for their reasonable approval If the council shall not within 28 days from the submission to them of any such plans express to the Company in writing their approval or disapproval thereof they shall be deemed to have approved thereof :

(3) The Company at their own expense but under the superintendence if given and subject to the reasonable approval of the council shall—

(*a*) where the new railways interfere with the passage of water in any watercourse stream or ditch provide and maintain so far as reasonably necessary adequate and proper culverts for the passage of the water therein ; and

A.D. 1926.

(*b*) divert or connect any sewers or drains which may be interfered with by or in the construction of the new railways:

(4) Any trial borings made by the Company under subsection (3) (*d*) of the section of this Act whereof the marginal note is "General provisions as to mode of construction of Railway No. 1" in any street within the district of the council shall be subject to such reasonable restrictions as to the situation and dimensions of surface borings and the period to be occupied in the construction and restoration thereof as the council may impose:

(5) All streets within the district of the council which are vested in the council and which shall be interfered with by the Company shall be restored to as good a condition as before the interference therewith by the Company to the reasonable satisfaction of the council and if the level of any such street is raised or lowered or altered by the Company any part of such street which is so raised or lowered or altered and the approaches thereto shall be maintained by the Company in good and substantial repair to the reasonable satisfaction of the council for one year after the same shall have been restored:

(6) Any works of the Company which will interfere with any street sewer drain sanitary convenience or other work vested in or belonging to the council shall be executed in accordance with plans and sections previously submitted to and reasonably approved by the council If the council do not within twenty-one days from the submission to them of any such plans and sections express to the Company in writing their approval or disapproval thereof they shall be deemed to have approved thereof All such works shall be done under the supervision (if given) and to the reasonable satisfaction of the council who may inspect by their surveyor or other officer any such works:

(7) In carrying out any such works the Company shall make such provision as may be necessary for maintaining all traffic along the roadways and footways in the district of the council and shall

take all reasonable precautions to prevent disturbance or inconvenience to the public and the owners and occupiers of adjoining property :

(8) All works executed by the Company under the provisions of this Act under any highway within the district of the council shall be constructed and maintained by the Company of sufficient strength as at all times to support all traffic lawfully using such highways and any steam or other roller traction or other engine or motor which the council may ordinarily use for repairing such highways or in exercising other powers vested in the council and the Company shall make good to the council all costs or expenses incurred by them by reason of the failure of any such works :

(9) The Company shall not place any hoarding on any part of any public way in the district of the council except with the reasonable approval of the council and for such period and in such manner as may be necessary during and for the purpose of the execution of works by this Act authorised No advertisement shall be posted on such hoarding :

(10) The reasonable costs charges and expenses of or incurred by the council in respect of the necessary supervision by them of any works of the Company under this Act shall be borne and paid to the council by the Company :

(11) In case of any difference between the Company and the council with respect to any of the matters in this section contained such difference shall be referred to and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Regents Canal and Dock Company.

**44.** Whereas Railway No. 1 by this Part of this Act authorised (hereinafter in this section referred to as "the railway") is intended to pass under the canal towing-path and other works (in this section called "the canal") of the Regents Canal and Dock Company

A.D. 1926.

(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 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 (as modified by this Act) with respect to the purchase or taking of land otherwise than by agreement as if the same were lands within the meaning of those Acts :

(3) The construction of the railway and of the works connected therewith under on or otherwise affecting the canal and (except in case of emergency) 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 works 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 If such engineer fail to signify his approval or disapproval of any such plans sections or specifications within one month after the submission

thereof he shall be deemed to have approved 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 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 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 :

(6) The construction of the railway and other works of the Company under the canal and all alterations repairs and renewals thereof shall be carried out and executed without altering or interfering with the canal and in such manner as not to occasion any damage or injury to the canal or any leakage or loss of water from the canal or any interruption to or interference with the conduct of traffic thereon 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 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 canal company's engineer and his assistants and of the employment of a reasonably sufficient number of inspectors or watchmen to be appointed by

A.D. 1926.

the canal company for watching the canal 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 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:

(8) The construction of the railway and works of the Company under the canal 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 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 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 within a reasonable time 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 or

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 Provided always that the canal company shall give to the Company immediate notice of any such claim or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the same:

(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 affect any claim competent to the canal company under this Act:

(13) If any difference whatsoever (other than a difference as to the amount of any consideration under subsection (2) hereof) 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 referred to the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the canal company and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

A.D. 1926.

For protection of Grand Junction Canal Company.

**45.** Whereas Railway No. 1 by this Act authorised and the works connected therewith (hereinafter in this section referred to as "the railway") are intended as to part of the railway to pass under and through certain lands in the parish and metropolitan borough of Paddington belonging to the company of proprietors of the Grand Junction Canal (hereinafter in this section referred to as "the canal company") therefore the following provisions for the protection of the canal company shall apply and have effect unless otherwise agreed in writing between the Company and the canal company (that is to say):—

(1) The Company shall not (except in accordance with the provisions of this section) enter upon take use or interfere with either temporarily or permanently any part of such of the lands of the canal company in the metropolitan borough of Paddington as are numbered 177 to 200 (both numbers inclusive) and 213 to 216 (both numbers inclusive) on the deposited plans without the consent in writing of the canal company but the Company may purchase and the canal company may and shall grant to the Company such an easement under and through the said lands as may be required by the Company for constructing maintaining and using the railway in accordance with the provisions of this Act but subject to the provisions of this section And the consideration to be paid for such easement shall in case of dispute be determined by arbitration in manner provided by the Lands Clauses Acts as amended by this Act with respect to the settlement of disputed compensation:

Provided that nothing in this section contained shall be deemed to preclude the Company from acquiring under the provisions and for the purposes of this Act any other lands of the canal company shown on the deposited plans:

(2) Notwithstanding as aforesaid the Company may subject to the terms and conditions and payment of the consideration hereinafter referred to occupy and use temporarily during the con-

struction of the railway but not (except with the consent of the canal company) for a period exceeding two years from the commencement of the construction of the railway the lands of the canal company numbered 194 on the deposited plans in the said metropolitan borough of Paddington and may construct a shaft or shafts and headings and other works thereon and thereunder for the purposes of and in connection with the construction of the railway The terms and conditions on which the Company may occupy and use the said lands as 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 lands until such terms conditions and consideration have been so agreed or settled :

(3) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not in constructing the railway under such of the property of the canal company as is situated between Irongate Wharf Road and the Paddington Basin deviate in a southerly or south-westerly direction from the centre line thereof as shown on the said plans to a greater extent than five lineal feet :

(4) In the construction of the railway under the dock leading out of the Paddington Basin at the north-eastern corner thereof and for a distance of ten feet on either side of the said dock the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the canal company :

(5) In constructing the railway under the Irongate Wharf Road not more than one half of the width of the said road shall be opened or broken up at any one time except with the consent of the canal company and the Company shall so conduct their operations as not to interrupt or

A.D. 1926.

interfere with the free passage of traffic along the portion of the said road not so opened or broken up and the Company shall complete their operations in connection with the said road and restore the surface of the portion thereof so opened or broken up to the reasonable satisfaction of the engineer of the canal company within two months from the date on which the construction of the railway under the said road shall have been completed and shall maintain so much of the said road as shall be restored as aforesaid in good repair and condition for twelve months after the date on which such restoration was completed The Company shall effectively fence off light and watch the portion of the said road so opened or broken up until the surface thereof has been restored as aforesaid and during the execution of any works of maintenance carried out by the Company during the said period of twelve months:

(6) So much of the railway as shall be constructed under those portions of the lands of the canal company in respect of which an easement shall be granted to the Company under subsection (1) of this section (which portion of the railway is hereinafter in this section referred to as "the said portion of the railway") and all future alterations and renewals of the said portion of the railway 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 (if the same be given) and to the reasonable satisfaction of such engineer who shall be entitled to inspect the said portion of the railway at all reasonable times both during the construction and after the completion thereof and during any alterations or renewals thereof and the Company shall pay the reasonable costs of the engineer for such supervision and inspection Provided that if the said engineer shall fail to signify his approval or disapproval of the said plans sections and specifications within

28 days after the submission thereof to him he shall be deemed to have approved thereof The Company shall furnish such engineer with such information as he may reasonably require with regard to the said portion of the railway and the dimensions strength and description of the materials used or to be used in the construction thereof or in any alterations or renewals thereof :

(7) The said portion of the railway shall be maintained at all times in good and substantial repair by and at the expense of the Company :

(8) Without prejudice to the provisions of subsection (4) of the section of this Act of which the marginal note is "General provisions as to mode of construction of Railway No. 1" the engineer of the canal company may at any time if in his opinion it shall be necessary for the security of the Paddington Basin require any part of the railway situate within 20 feet of the said basin to be constructed under compressed air and in case of difference between the Company and the canal company as to the reasonableness of such requirement the Company shall upon being required by the said engineer stop the construction of so much of the railway as is situate within the distance aforesaid pending the decision of an arbitrator to be appointed as hereinafter provided :

(9) If at any time the engineer of the canal company shall be of opinion that the construction maintenance or use of the said portion of the railway or the operations of the Company in connection therewith are or may be attended with danger to the Paddington Basin or the said dock or the wharves adjoining thereto respectively or may involve leakage or loss of water from the said basin or dock 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 said basin or dock or wharves or leakage or loss of water from the said basin or dock and if any difference shall arise under this subsection the

A.D. 1926.

same shall be settled by arbitration in manner hereinafter provided:

(10) The construction of the said portion of the railway and all alterations repairs and renewals thereof shall be carried out and executed without altering or interfering (except as hereinbefore provided in relation to the said Irongate Wharf Road and the lands numbered 194 as aforesaid or except with the consent of the canal company) with the said basin or dock or the wharves adjoining thereto respectively and in such manner as not to occasion any damage or injury to the said basin or dock or wharves or any leakage or loss of water from the said basin or from the said dock or any interruption or interference (except as aforesaid) with the conduct of the traffic on the said basin or dock or to or from the wharves adjoining thereto either during the construction or after the completion of the said portion of the railway:

(11) The Company shall during the construction of the said portion of the railway and during the execution of any repairs or renewals thereof bear and upon demand pay to the canal company the reasonable costs charges and expenses of the employment of a sufficient number of inspectors or watchmen to be appointed by the canal company for watching the said basin or dock or wharves 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 said basin or dock or wharves 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:

(12) The construction of the said portion of the railway shall except where otherwise in this section expressly provided be completed within two years from the date on which the same is commenced:

(13) If by reason or in consequence of the construction use alteration repair or renewal of the

said portion of the railway or the failure or want of repair thereof any damage or injury to the said basin or dock or wharves or any leakage or loss of water from the said basin or from the said dock or any interruption to or interference (except as aforesaid) with the conduct of the traffic on the said basin or dock or to or from the said wharves shall at any time be occasioned or arise the Company shall forthwith restore the said basin or dock or wharves 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 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 (if the same be given) 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 without such notice it shall be lawful for the canal company to do the same and to take all 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 repaid by the Company to the canal company :

(14) The Company shall indemnify and hold harmless the canal company from all claims and demands costs expenses and damages which may be made upon or against them or which they may incur or have to pay by reason or in consequence of the construction or use of the said portion of the railway or by reason or in consequence of the failure or want of repair thereof or by reason or in consequence of any act or omission of the Company their contractors agents workmen or servants Provided always that the canal company shall give to the Company immediate notice of any such claim

A.D. 1926.

or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall have the sole conduct of any settlement or compromise or of any proceedings to resist the same:

(15) 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 use of the railway and works of the Company:

(16) 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 their engineer 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 said basin or dock or wharves of the canal company or affect any claim competent to the canal company under this Act:

(17) If any difference 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 except where otherwise in this section expressly provided be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the canal company and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

For protection of owners of certain premises.

**46.** The following provisions for the protection of the several buildings and premises described in the Third Schedule to this Act (each of which buildings and premises is in this section included in the expression "the protected premises") and for the benefit and protection of the respective owners of such buildings and premises as therein mentioned (each of which owners is in relation

to his said buildings and premises in this section included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner be observed and have effect (that is to say):—

(1) In this section the expression "the owner" means in the case of each of the protected premises the several persons mentioned or described in the second column of such schedule in connection with such premises and includes the successors in title of those persons:

(2) The owners may from time to time jointly appoint an engineer to be agreed upon by the Company and the owners or failing agreement among the owners or between the owners and the Company appointed by the President of the Institution of Civil Engineers on the application of any of the owners or the Company who during the construction of the works by this Act authorised shall at all reasonable times have at the expense of the owners the right of access to and of inspecting the same so far as such works may be deemed by him likely to affect the protected premises.

For protection of London and North Eastern Railway Company.

**47.** The following provisions for the protection of the London and North Eastern Railway Company shall unless otherwise agreed apply and have effect:—

(1) In this section—

"The protected company" means the London and North Eastern Railway Company;

"The protected railway and works" means and includes the part or parts of the railway works and other property of the protected company under which Railway No. 1 by this Act authorised will or may pass;

"The engineer" means the engineer for the time being of the protected company:

(2) The Company shall twenty-eight days before they commence the construction of such part or parts of the said Railway No. 1 as shall or may pass under the protected railway and works and for a distance of 200 lineal feet from and on each side thereof furnish to the protected company proper and sufficient plans sections

A.D. 1926.

and specifications of the works proposed to be made by the Company under the protected railway and works and for a distance of 200 lineal feet from and on each side thereof and such plans sections and specifications shal be settled and agreed upon between the engineer for the time being of the Company and the engineer or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by arbitration as hereinafter provided and such works shall be carried into effect only in accordance with such agreement or determination and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with with reasonable despatch :

(3) The engineer shall be at liberty at any time if in his opinion after inspection it shall be necessary for the security of the protected railway and works so to do to require the whole or any part of the said Railway No. 1 under or within 100 lineal feet from and on each side of the protected railway and works to be constructed under compressed air and the Company shall upon being required by the engineer stop the construction of so much of the said Railway No. 1 as shall be situate under the protected railway and works or within 100 lineal feet on either side thereof pending the decision of an arbitrator to be appointed as hereinafter mentioned Provided always that such requirements shall only be made if the said Railway No. 1 shall within the distance aforesaid have to be constructed through water-bearing strata :

(4) The Company shall at all times maintain the works by which the said Railway No. 1 and other works by this Act authorised shall be carried under or near to the protected railway and works in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the protected company

may make and do in and upon the lands or property of the Company as well as upon the protected railway and works or other the property of the protected company all such works and things as may be necessary in consequence of such failure and the reasonable amount of their expenditure in that behalf certified by the engineer shall be repaid to them on demand by the Company Provided always that in the event of any dispute between the Company and the protected company as to the necessity for any such work or the amount so certified such dispute shall be settled by arbitration as hereinafter provided The engineer and his duly authorised assistants shall at all reasonable times during construction have free access to the said Railway No. 1 at any place or places where the said railway passes under or near the protected railway and works and for a distance of 200 lineal feet on each side thereof and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defect shall except in cases of difference immediately or as soon as practicable be complied with by the Company :

(5) If during the construction or by reason of the execution or user of the said Railway No. 1 and other works by this Act authorised the protected railway and works shall be injured or damaged such injury or damage shall forthwith be made good by the Company at their own expense to the reasonable satisfaction of the engineer or in the event of their failing so to do the protected company may make good the same and recover the costs thereof against the Company and in the event of any dispute arising under this subsection the same shall be settled by arbitration as hereinafter provided :

(6) The Company shall not in constructing or maintaining and working or using the said Railway No. 1 and other works by this Act authorised so far as the same affect the protected railway and works in any manner obstruct hinder or interfere with the free and uninterrupted and

A.D. 1926.

safe user of the protected railway and works and any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the protected railway and works or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the protected company all 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 obstruction hindrance or interference:

(7) The Company shall before commencing the construction or the structural alteration renewal or repair of the said Railway No. 1 and other works by this Act authorised under the protected railway and works or within 100 lineal feet on either side thereof give to the engineer seven days' previous notice in writing of the intended works and during the execution thereof shall bear and on demand pay to the protected company the reasonable costs charges and expenses of and in connection with the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the protected railway and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:

(8) If it shall at any time appear to the engineer either during the construction or after the completion of the said Railway No. 1 that any further or other works or appliances are required either by way of addition to the existing works of the protected company or in connection with the works of the said Railway No. 1 so as to prevent subsidence or injury happening to the protected railway and works owing to or in consequence of the execution of any of the works by this Act authorised the Company shall on being so required in writing under the hand of the engineer make

and execute at their own expense such works as the engineer shall reasonably require :

(9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the protected company all costs losses damages and expenses which may be occasioned to them in respect of the protected railway and works or to any person or persons whether using the same or otherwise by reason of the construction maintenance failure working or user of the said Railway No. 1 or of any acts or omission or default of the Company or of any of the persons in the employ of themselves or of their contractors or others and the Company shall effectually indemnify and hold harmless the protected company from all claims and demands upon or against them by reason of such construction maintenance failure working or user as aforesaid and of any such omission or default :

(10) The fact that any work or thing has been done or executed in accordance with any plan approved or not objected to by the protected company or with any requirement of the protected company or under the superintendence of the engineer or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the protected railway and works or affect any claim by them for injury caused to the protected railway and works or the traffic thereon or demands of any other company person or persons using the same :

(11) Any additional expense which the protected company may incur in reconstructing repairing or maintaining the protected railway and works by reason of the construction or existence of the said Railway No. 1 shall be paid by the Company :

(12) Any question by this section referred to arbitration and any difference which may arise between the Company and the protected company as to the reasonableness of any requirement of the protected company or of the

A.D. 1926.

engineer or otherwise under the provisions of this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Metropolitan Water Board.

**48.** 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 the section of this Act whereof the marginal note is "General provisions for protection of gas water hydraulic power and electric companies and public bodies" (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:

(2) Before commencing the construction of that portion of Railway No. 1 which is shown on the deposited plans and sections as to be constructed otherwise than in tunnel under Edgware Road at or near its junction with Chapel Street and Praed Street in the metropolitan boroughs of Paddington and St. Marylebone the Company shall at their own expense substitute steel mains for such lengths of the existing two 36-inch one 24-inch one 15-inch one 5-inch and one 4-inch mains of the board laid in the said road as will be situate over the said portion of the said railway and for a distance of 10 feet on either side of the said portion of the said railway such steel mains to be of not less diameter than the diameter of the existing mains for which they are respectively substituted and to be encased in concrete of a minimum thickness of 6 inches prior to the completion of the said portion of the said railway:

(3) The Company shall in lengthening the bridge carrying Mapesbury Road in the parish and urban district of Willesden for the purpose of

Railway No. 2 by this Act authorised at their own expense substitute a steel main of 7 inches internal diameter for such length of the existing 7-inch main now laid in the said road as will be situated in the lengthened portion of the said bridge and the Company shall construct at their own expense throughout such portion of the said bridge as shall be lengthened as aforesaid ducts capable of accommodating two additional mains each having an internal diameter not exceeding 12 inches which the board may hereafter desire to carry across such portion of the said bridge The Company shall also provide at their own expense similar ducts throughout such portion of the bridge carrying Lydford Road in the parish and urban district of Willesden over the said Railway No. 2 as shall be lengthened by the Company under the provisions of this Act :

(4) The Company shall not raise sink or otherwise alter the position of any mains pipes valves hydrants syphons plugs or other works or apparatus (in this section referred to as " 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 the Company shall in such case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the board) or of more than five feet :

(5) The Company shall not except by arrangement with the board execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September :

(6) Where any inclined tunnel or shaft is constructed by the Company for the purposes of any stair or escalator within seven feet six inches measured in any direction from the apparatus of the board the Company shall execute such works as the board may reasonably require for supporting such apparatus and if it be reasonably necessary so to do the board may

A.D. 1926.

substitute steel tubes encased in concrete for any mains or pipes within the said distance from such tunnel or shaft and the Company shall on demand repay to the board the reasonable cost incurred by them in so doing :

(7) Where any part of the works authorised by this Act shall pass within twenty feet of any works or apparatus of the board the Company shall not deviate upwards from the levels shown on the deposited sections without the consent of the board such consent not to be unreasonably withheld and except upon and subject to such terms and conditions as the board may reasonably attach to any consent given by them :

(8) Notwithstanding anything contained in this Act or shown on the deposited plans or sections the Company shall not construct any station booking hall subway tunnel escalator shaft or work of a like nature under any street or road in such manner as to leave in such street or road insufficient space for the reasonably convenient accommodation of any apparatus of the board in or under such street or road and of additional apparatus to be hereafter laid in or under such street or road consisting of two mains each having an internal diameter of not more than twenty-four inches :

(9) The provisions of the section of this Act of which the marginal note is "Compensation for damage by working" shall extend and apply to the apparatus of the board as if the same were expressly included in such lands as are referred to in that section :

(10) 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 subsection (7) of the protective section.

For protection of Great Western Railway Company.

**49.** Nothing in this Act shall prejudicially affect such rights as the Great Western Railway Company (hereinafter in this section referred to as "the running company") either for themselves or as joint owners with the Company of the Hammersmith and City Railway have to run over and use a portion of the Company's

Inner Circle Railway and notwithstanding the construction of Railway No. 1 by this Act authorised and the junction thereof with the said Inner Circle Railway such trains as the running company are entitled to run as aforesaid shall be worked with equal despatch to those of the Company passing over the said Inner Circle Railway or which may in future pass over the said Inner Circle Railway and no priority or preference shall be given at the said junction to the trains of the Company over the said trains of the running company Provided always that nothing in this section contained shall prejudice or abrogate from the rights of the Company to give preference to their own trains as provided by the agreements or any of them subsisting between the Company and the running company or prejudice or affect any of the provisions of such agreements.

For protection of London Midland and Scottish Railway Company.

**50.** For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the Midland 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 Midland 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 Midland Company but the Company may purchase and take and the Midland Company shall sell and grant accordingly an easement or right of using so much of the lands of the Midland Company as may be necessary for the construction of Railway No. 1 and all works connected therewith (in this section referred to as "Railway No. 1") in accordance with the provisions of this section The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 (as amended by this Act) 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

A.D. 1926.

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 Midland Company (in this section referred to as "the principal engineer") which consent shall not be unreasonably withheld in constructing Railway No. 1 under the lands of the Midland Company deviate laterally or vertically from the levels as shown on the deposited sections :

(3) The Company shall before they commence the construction of so much of Railway No. 1 as shall or may pass under or in any way affect the property of the Midland Company submit to the principal engineer proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company for the reasonable approval of the principal engineer Provided that if such principal engineer shall for the space of twenty-eight days neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the Midland Company and such portion of Railway No. 1 and all works necessary or incident to the construction thereof or affecting the property or works of the Midland Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the supervision and to the reasonable satisfaction of the principal engineer and at the costs charges and expenses in all respects of the Company :

(4) Before the Company commence the construction of Railway No. 1 any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the stability of the railway and property of the Midland Company may and shall be carried out by the

Midland Company for the Company and any costs and expenses reasonably incurred by the Midland Company 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 Midland Company in and about such works) shall be repaid by the Company to the Midland Company on demand :

(5) If it shall at any time appear to the principal engineer either before or during the construction or after the completion of Railway No. 1 that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the Midland Company or in connection with the works of Railway No. 1 or in relation to the method of construction of Railway No. 1 so as to prevent subsidence or injury happening to any of the railways and works or property of the Midland Company owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the principal engineer make and execute at their own expense and according to plans sections and specifications to be approved by him such works or take such measures of precaution including the use of compressed air or the temporary cessation of the construction of the said railway as the principal engineer shall require and the construction of Railway No. 1 when commenced shall proceed without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such further works or measures of precaution as aforesaid or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as hereinafter provided :

(6) The Company shall before commencing the construction or the structural alteration renewal or repair of Railway No. 1 give (except in case of emergency) 28 days' previous notice in

A.D. 1926.

writing to the principal engineer of their intention to commence such works and in case of emergency the Company shall give the Midland Company the longest notice which they can reasonably give having regard to the urgency of the works to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out :

(7) The Company shall at their own expense construct and at all times maintain Railway No. 1 and all the works both temporary and permanent necessary and incident to the construction thereof so far as such railway and works affect the property and works of the Midland 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 Midland Company and if and whenever the Company fail so to do or in case of emergency the Midland 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 reasonable amount of their expenditure in that behalf certified by the principal engineer shall be repaid by the Company to them on demand Provided always that in the event of any dispute between the Company and the Midland 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 and by reason of the execution of any of the works hereinbefore referred to the said railways of the Midland 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 Midland Company who may recover the amount reasonably expended by them in so doing from the Company on demand:

(9) The Company shall not in making and maintaining Railway No. 1 in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the Midland Company or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the railway of the Midland 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 Midland 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 Midland Company all costs charges losses damages and expenses which may be occasioned to the railway works lands or property of the Midland Company or to any person or persons using the same by reason of the construction alteration maintenance or failure of Railway No. 1 or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Midland Company from all claims and demands upon or against them by reason of such construction alteration maintenance failure or omission Provided always that the Midland Company shall give to the Company immediate notice of any such claim or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the same:

A.D. 1926.

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

(12) The Company shall from time to time repay to the Midland Company any additional expense to which that company may reasonably be put in maintaining their railways and works by reason or in consequence of the construction of Railway No. 1:

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

construction of Railway No. 1 shall be repaid to them by the Company :

(14) Except as in subsection (1) of this section otherwise provided if any difference shall arise between the Company and the Midland Company or their respective engineers with reference to any matter or thing arising under this section 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 Ecclesiastical Commissioners.

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

(1) The Company shall not (except as hereinafter provided) acquire under the powers of this Act the interest of the Ecclesiastical Commissioners except such an easement or right as is hereinafter mentioned and the lands and premises mentioned in subsections (5) and (9) of this section 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 works and lavatories or for the purpose of running lines sidings or other works in connection with and necessary and proper for a railway station Provided nevertheless that buildings may be erected over the said stations subject to the conditions of subsection (4) of this section Provided always that the Company may acquire and the Ecclesiastical Commissioners shall grant to the Company such an easement or right of using so much of the subsoil or under-surface of any of the lands of the Ecclesiastical Commissioners shown on the deposited plans and within the limits of deviation as shall be required by the Company for the purposes of the works authorised by this Act :

(2) If the Company shall acquire any of the lands of the Ecclesiastical Commissioners they shall keep all buildings standing on any such lands

A.D. 1926.

in good tenantable and substantial repair and condition until such buildings shall be removed by them and shall not let such buildings except to tenants of a class not inferior to that of the occupiers of the adjacent premises of a like character :

(3) 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 land and buildings and shall pull down the buildings clear and fence in the site 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 Railway No. 1 for public traffic re-convey to the Ecclesiastical Commissioners the Company's interest in the said land (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 Provided always that the arbitrator in determining and assessing the compensation payable by the Company to the Ecclesiastical Commissioners under the Lands Clauses Acts (as modified by this Act) for the acquisition by the Company as aforesaid of the said land and buildings shall have regard to the liability of the Company to re-sell to the Ecclesiastical Commissioners as provided by this section :

(4) Any buildings which the Company shall erect over or above any of the stations or station buildings to be erected on land to be acquired from the Ecclesiastical Commissioners under the powers of this Act shall be of such height and elevations as the surveyors to the Ecclesiastical Commissioners may reasonably approve and shall not be of a class inferior to the buildings on

the adjacent portion of the estate of the Ecclesiastical Commissioners and no part of such buildings so erected as aforesaid shall (except as hereinafter provided) be used for the sale of intoxicating liquors nor for any purpose from which nuisance injury 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 buildings 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 reasonable expenses for approving the height and elevations of any buildings which the Company may erect over or above their said stations or station buildings If any dispute shall arise as to the height and elevations of the buildings the same shall be referred to arbitration as hereinafter provided :

(5) The Company may acquire for their running tunnels the lands and premises known as Nos. 1 3 and 5 Chatsworth Road 1 3 5 7 9 2 4 6 and 8 Christchurch Avenue 1 3 2 and 4 Cavendish Road 1 to 6 Gladstone Mews and 319 319A 325 327 329 and "Lion Lodge" High Road Kilburn under the powers of this Act but they shall within two years of the opening of Railway No. 1 for public traffic re-sell such lands as are not required for railway purposes to the Ecclesiastical Commissioners at such price as shall be agreed or in the event of dispute shall be settled by an arbitrator to be appointed by the President of the Surveyors' Institution such arbitration to be under the provisions of the Lands Clauses Consolidation Act 1845 Provided always that the arbitrator in determining and assessing the compensation payable by the Company to the Ecclesiastical Commissioners under the Lands Clauses Acts (as modified by this Act) for the acquisition by the Company as aforesaid of the said lands and premises shall have regard to the liability of the Company to re-sell to the Ecclesiastical Commissioners as provided by this section :

A.D. 1926.

(6) The Ecclesiastical Commissioners consent to the acquisition by the Company of an easement or right of using for the purposes of the tunnels for the running lines or sidings and station tunnels of the new railways and the works connected therewith 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 :

(7) The Company shall not under the powers of this Act acquire the surface of more than three sites for the purposes of stations :

(8) 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 or to the business or undertaking of any associated company of the Company upon the façade of such station Provided always that this subsection shall not apply to the station or station buildings to be erected on the lands in the metropolitan borough of Paddington respectively shown and numbered 2 to 8 and 9A and to the land numbered 191 in the parish of Willesden on the deposited plans or to that portion of the station or station buildings below the first floor level to be erected on the lands in the metropolitan borough of Paddington respectively shown and numbered 29 to 35 or 36 to 41 on the deposited plans :

(9) The Ecclesiastical Commissioners will sell to the Company their interest in such portions of the gardens of the houses in the parish of Willesden numbered 12 3A 4A 5A 6A 7A 8A 9A 10A 11A 12A 13 to 46 inclusive 48 to 64 inclusive (Railway No. 2) on the deposited plans as are shown by the pink colour on the plan dated the fourteenth day of June 1926 and signed by Messrs. Clutton on behalf of the Ecclesiastical Commissioners and Edward Arthur Wilson on behalf of the Company but the Company is to erect and thereafter maintain a retaining wall on the new

boundary of the land acquired from the Ecclesiastical Commissioners and to erect and afterwards maintain on top of such wall a close boarded fence of a height and description to be reasonably approved by the Ecclesiastical Commissioners' surveyors The retaining wall to take the place of the slope of a cutting and to be erected on the boundary of the land to be acquired from the Ecclesiastical Commissioners :

(10) Any question which shall be referred to arbitration or which shall arise under this section unless otherwise provided shall be determined by an arbitrator to be agreed upon by the parties or failing such agreement to be appointed on the application of either of them by the President of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply with respect to any such arbitration.

For protection of Paddington Estate.

**52.** 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 the Honourable Thomas Henry Frederick Egerton and Lieutenant Colonel Evelyn William Thistlethwayte 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 property for the time being comprised in or subject to a statutory lease for a term of 2,000 years from the twenty-first day of May one thousand eight hundred and ninety-five into which the term granted by a perpetually renewable 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 has been converted by the operation of the Law of Property Act 1922 or of which the Ecclesiastical Commissioners or the Paddington Estate

A.D. 1926.

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 except such an easement or right as is hereinafter mentioned in any land or lands on the Paddington Estate other than the premises in the metropolitan borough of Paddington respectively shown and numbered 2 to 8 inclusive 9A and 29 to 35 inclusive or (in lieu of 29 to 35) 36 to 41 inclusive on the deposited plans which last mentioned lands numbered as aforesaid shall not be acquired or used by the Company except as sites for the erection of a passenger station or stations with the necessary booking halls works and lavatories or for the purpose of running lines sidings or other works in connection with and necessary and proper for a railway station Provided always that the Company may acquire and the Paddington Estate Trustees shall grant to the Company such an easement or right of using so much of the subsoil or undersurface of any of the lands of the Paddington Estate Trustees shown on the deposited plans and within the limits of deviation as shall be required by the Company for the purposes of the works authorised by this Act And provided further that nothing in this subsection contained shall prevent the Company from erecting (subject to the provisions of subsection (5) of this section) any buildings over and above any of the stations or station buildings or works which the Company may construct on any of the said lands shown and numbered as aforesaid :

(3) If the Company shall acquire any of the lands of the Paddington Estate Trustees shown and numbered as aforesaid they shall keep all buildings standing on any such lands in good tenantable and substantial repair and condition until such buildings shall be removed by them and shall not let such buildings except to tenants of a class not inferior to that of the occupiers of the adjacent premises of a like character :

(4) If the Company should find it necessary to remove the buildings on any lands of the Paddington Estate Trustees in respect of which the Company are entitled to acquire an easement only as aforesaid for the purpose of constructing any part or parts of their tunnels they shall notwithstanding the provisions of subsection (2) of this section be entitled to acquire the interest of the Paddington Estate Trustees and all interests derived through or under the Paddington Estate Trustees in such buildings and the site thereof and the property occupied therewith but in that event the Company 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 Railway No. 1 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 Provided always that the arbitrator in determining and assessing the compensation payable by the Company to the Paddington Estate Trustees under the Lands Clauses Acts (as modified by this Act) for the acquisition by the Company as aforesaid of the said buildings and the site thereof shall have regard to the liability of the Company to re-sell to the Paddington Estate Trustees as provided by this section:

A.D. 1926.

(5) Any buildings which the Company shall erect over or above any of the stations or station buildings or works to be constructed under the powers of this Act on any part of the Paddington Estate shall be of such height and elevations as the agent or surveyor to the Paddington Estate Trustees may reasonably approve and shall not be of a class inferior to the buildings on the adjacent portion of the Paddington Estate and no part of such buildings so erected as aforesaid shall (except as hereinafter provided) be used for the sale of intoxicating liquors or for any purpose from which nuisance injury 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 If any dispute shall arise as to the height and elevations of the buildings the same shall be referred to arbitration as hereinafter provided:

(6) The Company shall pay to the agent or surveyor to the Paddington Estate Trustees his reasonable expenses for approving the height and elevations of any buildings which the Company may erect over or above their said stations or station buildings:

(7) Any and every conveyance and assurance to the Paddington Estate Trustees under subsection (4) of this section shall be considered as and be deemed 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 herein-

after 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 and term of years with such 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 or any public statute 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 statutory lease 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 :

A.D. 1926.

(8) The Paddington Estate Trustees consent to the acquisition by the Company of an easement or right of using for the purposes of the tunnels for the running lines or sidings and station tunnels of Railway No. 1 and the works connected therewith 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:

(9) 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 or to the business or undertaking of any associated company of the Company upon the façade of such station Provided always that this subsection shall not apply to the station or station buildings to be erected on the lands in the metropolitan borough of Paddington respectively shown and numbered 2 to 8 (inclusive) and 9A on the deposited plans or to that portion of the station or station buildings below the first floor level to be erected on the lands in the metropolitan borough of Paddington respectively shown and numbered 29 to 35 (inclusive) or 36 to 41 (inclusive) on the deposited plans:

(10) 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 shall be paid by the Company to the Paddington Estate Trustees or if desired by them 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 Metropolitan "Railway Act 1926 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 and may 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 improving bringing up to date altering adding to or reconstructing any buildings either structurally or as regards interior arrangement fittings and conveniences for letting purposes or in or towards the payment of any land taxes payable by the Paddington Estate Trustees in respect of the Paddington Estate 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 Paddington Estate Trustees shall think fit or otherwise as allowed by law 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 while in court or for payment of the income thereof and any such order or any order for payment out may be made either without the consent of any beneficiaries or with such consents as the said court may require:

(11) 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:

(12) Any question which shall be referred to arbitration or which shall arise under this section shall be determined by an arbitrator to be agreed upon

A.D. 1926.

by the parties or failing such agreement to be appointed on the application of either of them by the President of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply with respect to any such arbitration.

## PART III.

## REVIVAL AND EXTENSION OF TIME.

Revival and extension of time granted by Act of 1911 for compulsory purchase of lands.

**53.** The powers granted to the Company by the Act of 1911 with respect to the compulsory purchase of lands in the parish of St. James Clerkenwell in the metropolitan borough of Finsbury in the administrative county of London for the purposes of the widening therein described and thereby authorised which lands are delineated on the plans deposited in respect of the Act of 1911 and described in the book of reference deposited in respect of the said Act are hereby revived and extended and shall be in force for the period of three years from the passing of this Act.

Extension of time for compulsory purchase of lands.

**54.** The period limited by the Act of 1913 for the compulsory purchase and taking of lands required for the railway authorised by section 15 (Power to make works) of the Act of 1913 and shown on the deposited plans therein referred to as Railway No. 4 as such period was extended by the Orders made by the Board of Trade or Minister of Transport under the Extension of Time Act 1915 which Orders are respectively dated the 10th day of November 1915 the 11th day of May 1917 the 4th day of March 1918 the 25th day of February 1919 the 16th day of March 1920 the 13th day of January 1921 and the 25th day of November 1921 and by section 13 (Extension of time for compulsory purchase of lands) of the Act of 1923 is hereby extended for a period of three years from the passing of this Act.

Extension of time for completion of works.

**55.** The following periods (that is to say) :—

(1) the period limited by the Act of 1911 for the completion of the works by the Act of 1911 authorised as such period was extended by the Orders made by the Board of Trade or Minister of Transport under the Extension

of Time Act 1915 which Orders are respectively dated the 10th day of November 1915 the 11th day of May 1917 the 4th day of March 1918 the 25th day of February 1919 the 16th day of March 1920 the 13th day of January 1921 and the 25th day of November 1921 and by section 14 (Extension of time for completion of works ) of the Act of 1923;

(2) the period limited by the Act of 1913 for the completion of the said Railway No. 4 as such period was extended by the Orders made by the Board of Trade or Minister of Transport under the Extension of Time Act 1915 which Orders are respectively dated the 4th day of March 1918 the 25th day of February 1919 the 16th day of March 1920 the 13th day of January 1921 and the 25th day of November 1921 and by the said section 14 (Extension of time for completion of works) of the Act of 1923;

are hereby respectively extended for a period of three years from the 17th day of May 1928.

## PART IV.

### SURPLUS LANDS.

Additional provisions as to surplus lands.

**56.**—(1) In this section—

"The Act of 1885" means the Metropolitan Railway Act 1885;

"The scheme" means the scheme set forth in the schedule to the Metropolitan Railway Act 1887 and confirmed by section 11 of that Act;

"The surplus lands committee" means the Metropolitan Railway Surplus Lands Committee;

"The surplus lands" means and includes the surplus lands of the Company separated from the railway stations and works of the Company in accordance with and pursuant to the provisions of section 39 (Provisions as to creation of surplus lands stock) of the Act of 1885 and the scheme and also all lands

A.D. 1926.

subsequently acquired pursuant to paragraph (E) of subsection (6) of the said section 39 and the said scheme or to section 17 (Power to surplus lands committee as to investments) of the Metropolitan Railway Act 1889 or to section 37 (Further powers to surplus lands committee) of the Metropolitan Railway Act 1898 or otherwise for the time being under the control and management of the surplus lands committee.

(2) With respect to the surplus lands and for the better exercise of the powers rights and authorities conferred by section 39 of the Act of 1885 and by the scheme in relation thereto and any statutory amendment or extension of such powers rights and authorities the following provisions shall apply and have effect (that is to say) :—

(*a*) Subsection (6) of section 39 of the Act of 1885 and the scheme shall be deemed fully to empower and always to have empowered the Company to sell grant building repairing and other leases of and otherwise to deal with the surplus lands and any part or parts thereof from time to time at the request and on the demand of the surplus lands committee and the said subsection and the scheme shall be read and construed accordingly;

(*b*) A resolution passed at a meeting of the surplus lands committee by a majority of the members of the surplus lands committee present at that meeting requesting the Company to affix their seal to any conveyance assurance transfer assignment lease of or other instrument dealing with the surplus lands or any part or parts thereof shall be deemed to be a full and sufficient authority to the Company to execute and affix its seal to such instrument and to receive and give a receipt in full discharge for the purchase money or other consideration payable or passing thereunder and the concurrence of the surplus lands committee or any members thereof shall not be required;

(*c*) A copy certified by the secretary of the Company to be a true and correct copy of a resolution

purporting to be passed at a meeting of the surplus lands committee by a majority of the members of the surplus lands committee present at that meeting requesting the Company to affix its seal to any conveyance assurance transfer assignment lease of or other instrument dealing with the surplus lands or any part or parts thereof shall be conclusive evidence of such request having been duly and validly made and no purchaser or lessee of or other person having dealings with the surplus lands or any part or parts thereof shall require any other or further evidence of the due and valid passing of such resolution or of the constitution or proceedings of the surplus lands committee. A.D. 1926.

## PART V.

### FINANCE.

Power to Company to raise further money.

**57.**—(1) The Company may from time to time subject to the provisions of this Act raise further money in all or any one or more of the following ways (that is to say) :—

(*a*) By the issue of new ordinary stock;

(*b*) By the issue of new preference stock;

(*c*) By borrowing on mortgage of their undertaking;

(*d*) By the creation and issue of debenture stock charged on their undertaking :

Provided always that the aggregate amount of the moneys so from time to time raised shall not exceed two million two hundred and fifty thousand pounds in the whole including any premiums or allowing for any discounts as the case may be on the issue of new ordinary stock or new preference stock or debenture stock.

(2) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this section as though the issue of any new ordinary or new preference stock authorised by this section were the authorisation within the meaning of section 113 aforesaid of the increase of nominal capital of the Company to the amount of such new stock issued and in lieu of

A.D. 1926.

the stamped statement to be delivered thereunder there shall be delivered by the Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of any new ordinary or new preference stock authorised by this section relating to the amount of such issue and all the provisions of section 113 aforesaid (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this section.

New stock to be subject to same incidents as other shares or stock.

**58.** Except as by this Act otherwise provided the capital in new ordinary or preference stock created by the Company under this Part of this Act and the new ordinary or preference stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new ordinary or preference stock were stock in that capital.

New stock to form part of capital of Company.

**59.** The capital in new ordinary or preference stock so created shall form part of the capital of the Company.

Dividend on new stock.

**60.** Every person who becomes entitled to such new ordinary or preference stock shall in respect of the same be a holder of stock in the Company and shall be entitled to a dividend with the other holders of ordinary or preference stock of the same class or description proportioned to the whole amount from time to time paid on such new ordinary or preference stock.

New and existing stock may be of same class.

**61.** Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new ordinary or preference stock and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new ordinary or preference stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new ordinary or preference stock.

As to debenture stock.

**62.** The interest of all mortgages and (notwithstanding anything in the provisions of Part III. of the Companies Clauses Act 1863 contained) of all debenture stock granted created or issued by the Company under

any previous Act or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or the Acts of Parliament or resolutions by which the mortgages and debenture stock were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Provisions as to issue of debenture stock.

**63.** Any debenture stock which under the provisions of this Act or any other Act or Acts of Parliament passed before or after the passing of this Act may be created or issued by the Company may if issued as a three and a half per centum debenture stock be of the same class and description in all respects as and may be in addition to and form part of the existing Metropolitan Railway three and a half per centum "A" debenture stock.

Redeemable debenture stock.

**64.**—(1) The directors of the Company may from time to time by virtue of this Act and without further or other sanction or authority issue so as to be redeemable at such times and in such manner and on and subject to such terms and conditions and to bear such rate or rates of dividend or interest as the directors of the Company at the time of the issue thereof determine any debenture stock created by the Company under the powers of any Act relating to the Company.

(2) There shall be stated on each certificate of any such redeemable debenture stock the times at which and the manner in which and the terms and conditions on and subject to which such debenture stock is to be redeemed.

(3) For the purpose of providing money for paying off or redeeming any such redeemable debenture stock the Company may create and the directors of the Company may issue other stock (either ordinary or preference) or debenture stock and either redeemable or not or the directors of the Company may re-issue any debenture stock originally created and issued in pursuance of the provisions of this Act or of the Act of 1923 Provided always that the creation and issue of any particular class of stock in pursuance of the provisions of this section does not make the total amount of that

A.D. 1926. stock issued exceed the amount of that class of stock which the Company are for the time being authorised to create and issue except during the necessary interval between the creation and issue of the new stock and the redemption of the old stock.

Redemption fund.

**65.**—(1) The Company may from time to time set aside out of revenue after providing for the payment of interest on any mortgage or on any guaranteed or preference or debenture stock of the Company and for other fixed charges and obligations such sums as the Company may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable stock which the Company may have issued in pursuance of the provisions of this Act or the Act of 1923 and which under the conditions of the issue thereof is redeemable wholly or partly in cash and the Company may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being except as hereinafter provided securities of the Company) in which they may be authorised to invest those sums by a resolution passed at a general meeting of the Company.

(2) All sums so set apart shall be shown in Account No. 9 (Proposed appropriation of net income) of the accounts and returns prepared by the Company pursuant to the provisions of the Railway Companies (Accounts and Returns) Act 1911.

(3) All sums so set apart shall be applied for the redemption at maturity of any redeemable stock for the redemption of which they have been set apart or may if the directors of the Company think fit be applied in the purchase of any such stock at a price not exceeding the redemption price and any stock so purchased shall be cancelled.

Repeal of sections 7 and 8 of Act of 1923.

**66.** Section 7 (Redeemable debenture stock) and section 8 (Redemption fund) of the Act of 1923 are hereby repealed.

For appointment of a receiver.

**67.** Every provision in any Act passed before the present session of Parliament whereby the Company are authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of

a receiver for enforcing payment by the Company of arrears of principal money or interest or principal money and interest shall be and the same 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 any such provision.

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

Existing mortgages to have priority.

**68.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority or the pari passu rights of the interest of any debenture stock at any time created and issued by the Company.

Issue of stock and debenture stock.

**69.** The Company may from time to time issue and dispose of any ordinary or preference stock or debenture stock which they are authorised to issue at such times to such persons on such terms and conditions at such price above or below the nominal amount and in such manner as the directors think advantageous to the Company.

Receipt in case of persons not sui juris.

**70.** If any money is payable to a stockholder mortgagee or debenture stockholder of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power for Company to pay interest out of capital.

**71.**—(1) Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Part of this Act authorised to be raised pay interest at such rate not exceeding four

A.D. 1926.

pounds per centum per annum as the directors may determine to any stockholder on the amount from time to time paid up on the stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the new railways 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 Minister of Transport a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the capital authorised by this Part of this Act in respect of which such interest may be paid has been actually issued and accepted and is held by stockholders who or whose executors administrators or assigns are legally liable for the same;

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

(*c*) The aggregate amount to be so paid for interest shall not exceed one hundred and sixty thousand pounds;

(*d*) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for stock and in every certificate of stock;

(*e*) The 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.

(2) The Company may charge to capital account the interest accruing until the expiration of the time limited by this Act for the completion of the new railways or for such less period as the directors may determine on all moneys which the Company may raise by borrowing or by the issue of debenture stock for the purpose of providing funds for the construction or equipment of the new railways and the works by this Act authorised or other purposes to or on which capital may under the

provisions of this Act or any other Act relating to the Company be applied or expended.

(3) Save as hereinbefore set forth no interest shall be paid out of any capital raised or moneys borrowed by the Company to any stockholder on the amount of the calls made in respect of the 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.

As to reserve fund.

**72.** The directors of the Company may invest any moneys for the time being forming the reserve fund from time to time formed or created under or pursuant to the provisions of section 30 (As to reserve fund) of the Metropolitan Railway Act 1877 or any part or parts of such reserve fund in the shares stocks funds debentures debenture stocks or mortgages issued created or granted by any incorporated company holding or acquiring any estate or interest in lands buildings or property over above or in the vicinity of the railway of the Company or any railway worked over by the Company and the provisions of the said section shall be extended and made applicable accordingly.

Power for Company to apply corporate funds to purposes of Act.

**73.** The Company may apply to any of 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 stock debenture stock or borrowing on mortgage by virtue of any Act relating to the Company and which may not be required for the purposes to which they are by any such Act made specially applicable.

Application of money by Company.

**74.** All money raised by the Company under this Act whether by stock debenture stock or borrowing shall be applied only for the purposes of this Act and for the purposes of the works or any of those works respectively authorised by the Act of 1911 and the Act of 1913 and for the general purposes of the undertaking of the Company to which capital is properly applicable or for any of such purposes.

A.D. 1926.

## PART VI.

### POWERS IN RESPECT OF UNDERTAKING OF JOINT COMMITTEE.

Purchase of certain lands by Joint Committee confirmed.

**75.** The Joint Committee may hold use and appropriate for the general purposes of their undertaking the lands hereinafter mentioned which have already been acquired by the Joint Committee and are shown on the plan which has been signed in duplicate by John Wells Wainwright Hopkins the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and one copy in the Private Bill Office of the House of Commons and thereon coloured red and the expenditure by the Joint Committee in connection with the acquisition of the said lands is hereby sanctioned and confirmed and the said lands shall be deemed to be acquired under the powers of this Act.

The lands hereinbefore referred to are :—

In the county of Hertford—

(*a*) Lands comprising 99 square yards or thereabouts in the urban district of Rickmansworth forming part of the enclosure numbered 395 in the parish of Rickmansworth on the $\frac{1}{2500}$ Ordnance map (Hertfordshire sheet XLIII. 7 edition of 1914).

(*b*) Lands comprising 35 perches or thereabouts in the urban district of Rickmansworth forming part of the enclosures numbered 157 and 158 in the parish of Rickmansworth on the $\frac{1}{2500}$ Ordnance map (Hertfordshire sheet XLIV. 9 edition of 1914).

Power to Joint Committee to stop up footpath.

**76.** The Joint Committee may stop up so much of the footpath in the urban district of Rickmansworth in the county of Hertford leading from Sandy Lodge Way to Claypit Lane as lies between Sandy Lodge Way aforesaid and a point on the eastern boundary of the railway of the Joint Committee 110 yards or thereabouts measured in a southerly direction along the said railway from the southern face of the bridge carrying Claypit Lane aforesaid over the said railway And thereupon all rights of way over the said portion of the said footpath shall be extinguished :

Provided that the Joint Committee shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts (as modified by this Act) with reference to the taking of lands otherwise than by agreement.

Power to Company and London and North Eastern Company to stop up footpath.

**77.** The Company and the London and North Eastern Company may stop up the footpath in the urban district of Rickmansworth in the county of Hertford from the northern end of the bridge carrying the roadway serving Croxley Hall Farm over the railway of the Joint Committee to the road bridge over the eastern junction of the Watford branch railway of the said two Companies with the railway of the Joint Committee And thereupon all rights of way over the said footpath shall be extinguished:

Provided that the Company and the London and North Eastern Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts (as modified by this Act) with reference to the taking of lands otherwise than by agreement.

Power to Company and London and North Eastern Company or Joint Committee to acquire additional land for siding.

**78.** The Company and the London and North Eastern Company or the Joint Committee or either of them may enter upon take and use and may hold for the purpose of enlarging improving and maintaining the existing siding at or near the Joint Committee's Harrow-on-the-Hill station or for any purpose connected with the undertaking of the Joint Committee the lands hereinafter described which are delineated on the deposited plans and described in the deposited book of reference (that is to say):—

In the county of Middlesex—

So much of the rear garden of the premises being and known as Dublin House No. 103 Pinner Road in the urban district of Harrow-on-the-Hill as is situate between a line drawn from the south-east corner of the premises being and known as No. 105 Pinner Road aforesaid to the south-west corner of the premises being and known as No. 101 Pinner Road aforesaid and the southern fence of the said garden.

A.D. 1926.

Application to this Part of Act of certain provisions of Part II. of this Act.

**79.** The provisions of the sections of this Act of which the marginal notes are respectively as follows shall extend and apply to the London and North Eastern Company and the Joint Committee and to the lands by this Part of this Act authorised to be acquired by them as if the said sections were enacted in this Part of this Act with the substitution of references to the Company and the London and North Eastern Company and the Joint Committee as the case may be for references to the Company (that is to say):—

"Period for compulsory purchase of lands";

"Owners may be required to sell parts only of certain properties";

"Compensation in case of recent improvements &c.";

"Costs of arbitration in certain cases";

"Power to Company to enter upon property for survey and valuation";

"As to private rights of way over lands taken compulsorily."

Power for London and North Eastern Company to apply corporate funds to purposes of Act.

**80.** The London and North Eastern Company may apply to the purposes of the sections of this Act of which the marginal notes are respectively "Power to Company and London and North Eastern Company to stop up footpath" and "Power to Company and London and North Eastern Company or Joint Committee to acquire additional land for siding" to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and are not required for the purposes to which they are by those Acts made specially applicable.

## PART VII.

## MISCELLANEOUS.

Purchase of certain lands by Company confirmed.

**81.** The Company may hold use and appropriate for the general purposes of their undertaking the lands hereinafter mentioned which have already been acquired by the Company and are shown on the plans which have been signed in duplicate by John Wells Wainwright Hopkins the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of

which plans one copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and one copy in the Private Bill Office of the House of Commons and thereon coloured red and the expenditure by the Company in connection with the acquisition of the said lands is hereby sanctioned and confirmed and the said lands shall be deemed to be acquired under the powers of this Act.

The lands hereinbefore referred to are:—

In the county of Middlesex—

(*a*) Lands comprising 3·781 acres or thereabouts in the parish of Pinner in the rural district of Hendon and forming the enclosure numbered 635 in that parish on the $\frac{1}{2500}$ Ordnance map (Middlesex sheet X. 11 edition of 1914);

(*b*) Lands comprising 1·928 acres or thereabouts in the parish of Hillingdon East in the rural district of Uxbridge forming part of the enclosures numbered 739 and 744A in that parish on the $\frac{1}{2500}$ Ordnance map (Middlesex sheet IX. 16 edition of 1914);

(*c*) Lands comprising ·260 acre or thereabouts in the urban district of Ruislip-Northwood forming part of the field or enclosure numbered 228 in the parish of Ruislip on the $\frac{1}{2500}$ Ordnance map (Middlesex sheet X. 1 edition of 1913);

(*d*) Lands with the house erected thereon being and known as "Linkside" Brook Avenue in the urban district of Wembley;

(*e*) Lands in the urban district of Wembley with the house erected thereon being and known as 72 Northwick Avenue and the lands adjoining the same on the westerly side and forming the approach road to the Northwick Park and Kenton Station of the Company.

Transfers of Company's stock need not be under seal.

**82.** Notwithstanding any law custom or usage to the contrary any form of transfer or power of attorney authorising the transfer of any stock of the Company shall be deemed to be sufficiently executed by a party thereto being an individual if duly signed by him and attested by two credible witnesses.

A.D. 1926.

Power to strike a balance for dividend and interest.

**83.**—(1) The directors of the Company may fix a date for striking the balances for dividend on the preference and ordinary stocks and on the surplus lands stock of the Company not being more than thirty-seven days before the day on which the dividend is to be declared and for striking the balances for interest on the debenture stock of the Company on any day not being more than twenty-one days before the day on which such interest is proposed to be paid Provided that seven days' notice of the date so fixed shall be given by advertisement in a newspaper published in London and the dividend or interest shall be payable to the persons whose names are registered in the books of the Company on the date so fixed.

(2) No proprietors other than those whose names are registered in the books of the Company on the date so fixed shall be entitled to attend or vote at or be deemed to be on the register of the Company for the purposes of the ordinary meeting of the Company at which the dividend on any such stock is to be declared or any extraordinary meeting held at any time after the balance is struck up to and including the day on which such ordinary meeting is held.

Advances on mortgage for housing of staff.

**84.** In order to facilitate the provision of housing accommodation for persons in the employment of the Company and to enable such persons to acquire such accommodation the Company shall have power and shall be deemed always to have had power to make advances to any member of the staff of the Company upon the terms that repayment of all such advances together with such rate of interest thereon as may be agreed shall be secured to the Company by mortgage or charge legal or equitable of any freehold copyhold or leasehold dwelling-house occupied or proposed to be occupied by such member and to exercise with respect to all such dwelling-houses all such powers of sale foreclosure and otherwise as may be vested in the Company as mortgagees by statute or by the deed or instrument constituting such mortgage or charge And in the event of the Company becoming entitled by foreclosure or otherwise to any such dwelling-house they may retain and hold or sell lease let or otherwise dispose of such dwelling-house as they may think fit.

A.D. 1926.

Provision of houses for staff.

**85.** In order to facilitate the provision of houses for the accommodation of persons in the employment of or who have been employed by the Company the Company may do all or any of the following things :—

(*a*) Promote the formation or extension of or assist a public utility society or housing trust as defined by section 135 of the Housing Act 1925 whose objects include the acquisition construction improvement or management of houses for the working classes ;

(*b*) Promote and form or assist in the promotion and formation or extension of any company or other body for the purpose of the acquisition construction improvement or management of houses for persons in the employment of the Company; and

(*c*) Make advances to or subscribe for and hold the shares of any such society trust company or body.

As to rights of way over roads and footpaths.

**86.**—(1) From and after the passing of this Act no right of way as against the Company shall be acquired by prescription or user over any road or footpath now or hereafter the property of the Company and forming an access or approach to any station or goods yard of the Company nor shall a dedication to the public of any such road or footpath be presumed by reason of any user thereof by the public if and so long as the Company maintain in some conspicuous position in such road or footpath a notice stating that the same is a private road or footpath :

Provided that no such notice shall be effective for the purposes of this section unless at least one month before it is first exhibited the Company give notice in writing (accompanied by a copy of this section) to the council of the borough or urban or rural district in which the road or footpath to which the notice relates is situate and in addition where it is situate in a rural district to the parish council or chairman of the parish meeting of the parish in which such road or footpath is situate Provided also that nothing in this section shall prejudice or affect any public right of way in existence prior to the first exhibition of any such notice.

A.D. 1926.

(2) For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any roads and footpaths now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

Throwing on railway.

**87.**—(1) Any person who shall unlawfully throw or cause to fall or strike at against into or upon any engine tender carriage or truck used upon or any works or apparatus upon any of the railways now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies or to or by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented any matter or thing likely to cause damage or injury to persons or property shall on conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment.

(2) Where the person charged under this section is a male under the age of fourteen years the court of summary jurisdiction before whom the offender is charged shall on conviction have the same powers as are conferred upon them by subsection (1) (*d*) of section 10 of the Summary Jurisdiction Act 1879.

Substitution of card index for shareholders' address book.

**88.**—(1) Notwithstanding anything contained in section 10 of the Companies Clauses Consolidation Act 1845 as from time to time applied to the Company the Company may substitute for the shareholders' address book provided under that section a card or other index (of a type to be approved by the auditors of the Company) containing the names and addresses of the several shareholders of the Company and that section in its application to the Company shall be read and have effect accordingly and when such card or other index has been so substituted section 34 of the Regulation of Railways Act 1868 shall cease to apply to the Company Provided that the

charge made for a copy of such card or other index shall not exceed the sum of ten pounds.

(2) If the Company act in contravention of section 10 of the Companies Clauses Consolidation Act 1845 as varied by this section they shall be liable for each offence to a penalty not exceeding twenty pounds which shall be recoverable and applied in the same manner as penalties imposed by the Railways Clauses Consolidation Act 1845 are for the time being recoverable and applicable.

As to register of stock-holders.

**89.** Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 it shall not be obligatory upon the Company to authenticate by the affixing of their common seal or otherwise the register of stockholders.

Crown rights.

**90.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands without the consent in writing of those Commissioners on behalf of His Majesty first had and obtained for that purpose.

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

**91.** 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.

**92.** Nothing in this Act contained shall exempt the Company or their railway 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 passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or

A.D. 1926. of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

**93.** All costs charges and expenses preliminary to and of and incidental to the preparing applying for 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.

## THE FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS AND PREMISES OF WHICH PORTIONS ONLY MAY BE TAKEN.

| Parish or other Area. | Numbers on deposited Plans. |
|---|---|
| **RAILWAY No. 1.** | |
| Urban district of Willesden | 65A 66A 67A 68A 69 and 70 to 74 inclusive. |
| Metropolitan borough of Paddington. | 190 192 193 194 197 200. |
| **RAILWAY No. 2.** | |
| Urban district of Willesden | 3 to 10 inclusive 12 3A 4A 5A 6A 7A 8A 9A 10A 11A 12A 13 to 46 inclusive and 48 to 68 inclusive. |
| **ADDITIONAL LANDS.** | |
| Urban district of Harrow-on-the-Hill. | 1. |

## THE SECOND SCHEDULE.

DESCRIBING LANDS IN RESPECT OF WHICH EASEMENTS MAY BE TAKEN.

| Parish or other Area. | Numbers on deposited Plans. |
|---|---|
| **RAILWAY No. 1.** | |
| Urban district of Willesden | 46 48 to 64 65A 66A 67A 68A 69 to 79 81 to 89 91 to 122 124 to 127 129 to 169 172 to 176 178 to 184 186 to 194 196 to 205 207 to 210 212 to 222 225 to 234 236 to 245 248 to 256 all inclusive. |

A.D. 1926.

| Parish or other Area. | Numbers on deposited Plans. |
|---|---|
| Metropolitan borough of Hampstead. | 1 to 6 8 to 18 all inclusive. |
| Metropolitan borough of Paddington. | 2 to 9 9A 10 12A 13 to 31 33 to 42 44 to 47 49 49A 50 50A 51 53 to 60 62 to 65 67 to 72 72A 73 to 117 119 to 139 141 141A 142 to 148 151 152 154 to 170 174 to 201 213 to 216 all inclusive. |
| Metropolitan borough of St. Marylebone. | 1 to 7 9 to 14 16 and 18 all inclusive. |

## THE THIRD SCHEDULE.

| Protected Premises. | Owner. |
|---|---|
| Nos. 35 35A 37 to 79 (odd numbers) Hall Place - - | Colonel Edward Crawford Lloyd Fitzwilliams. |
| Nos. 1 and 2 Cuthbert Street - | |
| Nos. 411A to 429 (odd numbers) Edgware Road Paddington - | Captain Edward Charles Hope Hall. |
| Nos. 1 2 3 and the premises known as Wards Flats Crompton Street - - - | |
| Nos. 72 to 130 (even numbers) Hall Place - - - - | |
| No. 30 Cuthbert Street - - | |
| The horse repository with workshops and flats over the same with an entrance thereto from Edgware Road - - - | |

| Protected Premises. | Owner. | A.D. 1926. |
|---|---|---|
| Nos. 2 to 14 (even numbers) Maida Vale Nos. 1 to 8 Northwich Terrace Nos. 504 to 510 (even numbers) Edgware Road. | The Keepers and Governors of the possessions revenues and goods of the Free Grammar School of John Lyon within the town of Harrow-on-the-Hill in the county of Middlesex. | |
| Kilburn Empire Theatre (High Road Kilburn) and Nos. 4 and 4A High Road Kilburn. | The London Theatres of Varieties Limited. | |
| Clive Court Maida Vale - -<br>Clifton Court Maida Vale - | Service Flats Limited. | |

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR
WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of Acts of Parliament.

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
Adastral House, Kingsway, London, W.C. 2; York Street, Manchester;
1, St. Andrew's Crescent, Cardiff; or 120, George Street, Edinburgh;
or through any Bookseller.