CHAPTER xcviii.

An Act to authorise the construction of new roads and a road widening in the urban districts of Brentford Heston and Isleworth and Chiswick in the county of Middlesex and for other purposes. [31st July 1914.] A.D. 1914.

WHEREAS the construction of the new roads and the road widening as described in this Act in the county of Middlesex would be of public and local advantage:

And whereas it is expedient that powers for the construction of the same and the other works hereinafter referred to should be conferred upon the County Council of Middlesex (hereinafter called "the Council") who are the main road authority for the county:

And whereas the Road Board constituted under the Development and Road Improvement Funds Act 1909 have agreed to make a grant to the Council in respect of the construction of the said new roads and road widening:

And whereas it is expedient that the urban district councils of Brentford and of Heston and Isleworth in whose districts the said works will be mainly situate should be authorised to contribute towards the cost of the undertaking by this Act authorised and to borrow moneys for that purpose as provided by this Act:

And whereas an estimate has been prepared by the Council for the acquisition of land for and the execution of the works by this Act authorised and such estimate amounts to five hundred and two thousand eight hundred and nine pounds:

And whereas the several works included in such estimate are permanent works and it is expedient that the cost thereof should be spread over a term of years:

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And whereas it is expedient to amend so far as relates to the Council the provisions of section 69 of the Local Government Act 1888:

And whereas it is expedient that the further provisions contained in this Act should be made:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans of the lands required or which may be taken for the purposes or under the powers of this Act with a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands have been deposited with the clerk of the peace for the county of Middlesex which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference:

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

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Act 1872 so far as the same are applicable have been observed and the promotion of the Bill has received the approval of the Local Government Board:

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 (that is to say):—

PART I.

PRELIMINARY.

Short title.

1. This Act may be cited as the Middlesex County Council (Great West Road and Finance) Act 1914.

Act divided into Parts.

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

Part I.—Preliminary.
Part II.—Improvements.
Part III.—Lands.
Part IV.—Financial.
Part V.—Miscellaneous.

Incorporation of Acts.

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

The Lands Clauses Acts (except sections 127 to 131 and 133 of the Lands Clauses Consolidation Act 1845):

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and in the application of such provisions to the improvements the term "railway" shall mean the improvements and the expression "the centre of the railway" shall mean the new roads or other work as the case may be.

Interpretation.

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

The expression "the Council" means the County Council of Middlesex;

The expression "the county" means the county of Middlesex;

The expressions "the Brentford Council" and "the Heston and Isleworth Council" mean respectively the Brentford Urban District Council and the Heston and Isleworth Urban District Council;

The expression "the new roads" means the new roadways by this Act authorised;

The expression "the improvements" means the new roads and the widening of road and the works in connection therewith respectively by this Act authorised;

The expression "street" has the meaning assigned to that term in the Public Health Act 1875 and the Acts amending the same;

The expression "two justices" means two justices acting together in petty sessions.

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PART II.

IMPROVEMENTS.

Power to execute works.

5. The Council may subject to the provisions of this Act and in the line or situation and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections construct the works hereinafter described with all necessary and proper footways carriage-ways approaches works and conveniences connected therewith.

The works hereinbefore referred to and authorised by this Act will be situate in the county and are—

Work No. 1 A new roadway (No. 1) commencing in the parish of Heston by a junction with the Bath Road at a point one hundred and sixty-seven yards or thereabouts measured along the said road in a north-westerly direction from the junction therewith of Springwell Road and terminating in the parish of Chiswick by a junction with High Road Chiswick at a point seventy yards or thereabouts measured in a north-easterly direction along that road from its junction with Gunnersbury Lane:

Work No. 2 A widening on both sides of Syon Lane wholly in the parish of Isleworth commencing at a point where Roadway No. 1 (Work No. 1) crosses Syon Lane forty-five yards or thereabouts south of the entrance to Syon Hill Farm and terminating at a point over the south-east abutment wall of the bridge carrying the said Syon Lane over the London and South Western Railway:

Work No. 3 A new roadway (No. 2) commencing by a junction with Syon Lane at the termination of Work No. 2 hereinbefore described and terminating at or near the junction of London Road with Twickenham Road at Busch corner.

Power to deviate.

6. Subject to the provisions of this Act the Council may in making any of the improvements deviate vertically to any extent not exceeding five feet downwards and five feet upwards from the levels defined on the deposited sections and may deviate laterally from the line of any of the improvements to any extent within the limits of deviation defined on the deposited plans.

Power to make subsidiary works.

7. Subject to the provisions of this Act and within the limits of deviation defined on the deposited plans the Council may for the purpose of and in connection with the powers granted to them by this Act and upon any lands acquired by them under the powers of this Act or upon any highway make junctions and communications with or between any streets or ways or upon any such lands so acquired between any bridges streams canals or watercourses intersected by or interfered with or near to any portion of the improvements and may cross divert widen or alter the line or level of any such street bridge way stream or watercourse and may alter remove or otherwise interfere with any steps areas cellars cellar-flaps gratings boundary walls railings windows and pavements and they may execute any works for the protection of any adjoining land or buildings Any paving metalling or materials removed in the course of the alteration or diversion of any such street bridge way stream or watercourse shall vest in the Council In the exercise of the powers conferred by this section the Council shall cause as little detriment and inconvenience as circumstances admit to any company or person and shall make reasonable compensation for any damage caused to any company or person by the exercise of the powers aforesaid.

Alteration of position of water gas and other pipes.

8. Subject to the provisions of this Act the Council may for any purpose in connection with the improvements upon the lands shown upon the deposited plans and also in any street within the limits of deviation defined on the said plans raise sink or otherwise alter the position of any water pipe or gas pipe belonging to or connected with any house or building and also any main or other pipe work or apparatus laid down or used by any company or person for carrying a supply of water or gas and also any pipe tube wire or apparatus laid down or placed for telegraphic or other purposes or for supplying electricity and may remove any other obstruction making where necessary proper substituted works during any alteration and causing as little detriment and inconvenience as circumstances admit to any company or person and making reasonable compensation to any company or person who suffers damage by any such alteration Provided always that before the Council alter the position of any main pipe tube wire or apparatus laid down or used by any such company or person they shall (except in cases of emergency in which cases as long notice as possible

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shall be given) give to the company or person to whom the same belongs notice of their intention to do so specifying the time at which they will begin to do so such notice to be given seven days at least before the commencement of the work for effecting such alteration and such work shall be done (at the expense of the Council) under the superintendence of the company or person to whom such main pipe tube wire or apparatus belongs unless such company or person refuses or neglects to give such superintendence at the time specified in the notice for the commencement of such work or discontinues the same during the execution of such work and the Council shall execute such work to the reasonable satisfaction of the engineer of such company or person Provided also that the Council shall not cause any street to be lowered or raised nor the position of any water or gas main or other pipe to be altered so as to leave over such main or other pipe in any part a covering of less than two feet where the covering now existing is not less than two feet unless the Council shall in such case protect the said main or pipe from frost or injury by artificial covering to the reasonable satisfaction of the engineer of such company or person or more than six feet where the covering now existing does not exceed six feet or more than such existing covering where the same exceeds six feet unless the Council in such case provide special means of access to the said main or pipe to the reasonable satisfaction of the engineer of such company or person:

If any difference arises between the Council and any such company or person or their or his engineer under the foregoing provisions of this section or touching anything to be done or not to be done thereunder such difference shall be referred to and settled by an engineer to be agreed upon by the Council and any such company or person respectively or failing such agreement by such engineer as shall on the application of the Council or any such company or person be named by the Board of Trade and the expenses of the reference shall be borne as the referee may direct:

Provided that nothing in this Act shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 to 1909 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section:

Provided also that the Council shall not alter the position of or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except under and subject to the provisions of the Telegraph Act 1878.

Power to temporarily stop up or interfere with streets &c.

9. The Council for the purposes of exercising the powers granted to them by this Act and during the making of the improvements may in or upon the lands shown upon the deposited plans temporarily stop up or interfere with alter or divert all or any part of any street road footpath way place bridge wharf tramway stream or watercourse as they shall think necessary and may put up or cause to be put up sufficient palisades hoardings bars posts and other erections and may construct temporary works for keeping any such street road footpath way place bridge wharf stream or watercourse open for traffic and may subject to the rights powers and authorities of the Commissioner of Police of the Metropolis make such orders for regulating the traffic therein thereon or thereover as to them shall seem proper and they may remove and alter any drinking troughs lamp-posts and other erections on the said lands.

The Council shall provide reasonable access for all persons bonâ fide going to or returning from any house in any such street road footpath way or place and shall in each case do as little damage as possible and shall make full compensation to all persons injuriously affected by the exercise of the powers of this section.

Sewers or drains to be removed arched over or filled up.

10. The Council may cause to be removed arched over or filled up all such culverts sewers or drains or parts thereof which shall be in or near any street road way or place to be interfered with for the purposes of the improvements as shall appear to them necessary for executing the purposes of this Act but no culvert sewer or drain (unless the same becomes unnecessary) shall be in any wise injured or prejudiced without another equally serviceable and convenient culvert sewer or drain being made in lieu thereof Provided always that before removing or filling up any culvert sewer or drain or part thereof as aforesaid the Council shall where necessary cause to be made and built other good and sufficient culverts sewers and drains in substitution for the culverts sewers or drains

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which shall be removed or filled up and the said culverts sewers and drains when made and completed shall be under the jurisdiction care management and direction of the same parties as the culverts sewers or drains for which they were substituted were under.

Council empowered to lay out carriage-ways and footways.

11. Subject to the provisions of this Act the Council may cause such parts of the improvements to be laid out for carriage-ways and such parts thereof for footways as they may think proper and may upon the lands acquired by or vested in them under the powers of this Act and within the limits of deviation defined on the deposited plans construct and provide such carriage-ways footways vaults cellars arches sewers drains subways and other works and conveniences as they may respectively think proper for the purposes of the improvements and in laying out or forming such carriage-ways footways and works the Council may in addition to the powers by this Act conferred exercise the same powers and authorities as are vested in and shall be subject to the same liabilities only in respect thereof as are imposed upon any urban or road authority when they stop up temporarily any road or thoroughfare or any part thereof in the repairing or repaving of any street.

The Council may also lay out with grass margins and plant with trees or shrubs or lay out as gardens any part of the improvements as they think fit and may erect guards or fences for protecting the same and take such other measures as they may deem requisite for the preservation and use of such grass margins trees shrubs and gardens Provided that the said powers shall not be exercised nor shall any trees or shrubs so planted be continued so as to hinder the reasonable use of the improvements by the public or any persons entitled to use the same or so as to become a nuisance injurious to any adjacent owner or occupier.

Power to Council to connect drains &c. with streams &c.

12.—(1) Any sewers drains or works laid or constructed by the Council in connection with the improvements for the purpose of draining or carrying away surface water therefrom or otherwise may be connected with any available stream canal or watercourse or with any sewer or drain maintainable by the local authority of any district in which any part of the improvements is situate and the Council may accordingly but within the limits of deviation shown on the deposited plans lay down

maintain and alter or remove any conduits pipes and other works and make any convenient connections with any such stream canal watercourse sewer or drain. A.D. 1914.

(2) The Council and the owners of or any authority or person having the control of any such stream canal watercourse sewer or drain or any two or more of them may enter into and carry into effect agreements and arrangements with respect to the execution or maintenance of any such works as are mentioned in this section and as to the payments to be made thereunder by any party to any such agreement or arrangement to any other party thereto in respect of any such matter.

(3) Nothing in this Act shall be deemed to authorise the Council to open into any tributary of the River Thames any sewer drain or work contrary to the provisions of the Thames Conservancy Act 1894 or by means of any sewer drain or work constructed under the powers of this Act to discharge or to suffer to flow either directly or indirectly any offensive or injurious matter into any such tributary in contravention of the provisions of such Act but nothing in this subsection shall be deemed to apply to surface-water drainage.

Act not to affect obligations as to sewers or drains.

13. Nothing in this Act shall be deemed to relieve any local authority or person of any statutory or other obligation or duty in respect of the provision or maintenance of sewers or drains nor save so far as is expressly provided by the section of this Act of which the marginal note is "Sewers or drains to be removed arched over or filled up" to impose upon the Council any obligation or duty with reference to any such matter.

Agreements with railway and canal companies.

14. The Council may enter into and carry into effect agreements and arrangements with any railway or canal company or joint committee with respect to the construction and maintenance of any bridge or approaches thereto or other works by means of which any of the improvements may be carried over or under or of any works which may affect or be likely to affect the railway canal or other property of any such company or committee or with respect to the construction and maintenance of the roadways or footways on over or under any such bridge and approaches or canal and with respect to any matters incidental to such construction and maintenance and as to the payments to be made by any party to any such

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agreement or arrangement to any other party thereto in respect of any such matter.

Council may define frontage line on new roads and demolish buildings &c. infringing same.

15.—(1) The Council may prescribe and define what shall be the line of frontage to be observed on either side of the new roads or either of them or any part of either of them The line which the Council propose to prescribe and define shall be distinctly marked and shown on a plan to be signed by the chairman or clerk of the Council and deposited with the clerk of the Council and such plan shall be at all reasonable times thereafter open for the inspection of the public without charge and one month at least before the Council formally prescribe and define the line they shall give notice in writing of the deposit of the said plan to every owner or reputed owner of any lands abutting on any part of the new road affected by the proposed line of frontage No building erection excavation or obstruction (being of a permanent character) shall be made after such line has been prescribed and defined or having been so made shall be retained nearer to the centre of either of the new roads or any part of the same respectively than the line prescribed and defined in respect of such road or part thereof.

(2) The Council shall make full compensation to the owner and other persons interested in any land for any loss or damage they may sustain in consequence of the foregoing provisions of this section The amount of any compensation to be paid under this subsection shall in case of dispute be settled by arbitration under the Arbitration Act 1889.

(3) Where any building erection excavation or obstruction has been made or is retained in contravention of the provisions of this section the Council may make complaint thereof before a court of summary jurisdiction and such court may thereupon issue a summons requiring the owner of such building erection excavation or obstruction or the builder or person engaged on such building erection excavation or obstruction to appear at a place and time stated in the summons to answer the complaint and if at the time and place appointed in the summons the complaint be proved the court may make an order in writing on the person summoned directing the removal or pulling down within such time as the court deem reasonable of the building erection or obstruction or so much thereof as is retained in contravention of the provisions of this section or the filling up

of such excavation or obstruction or so much thereof as aforesaid.

(4) If any building erection excavation or obstruction or so much thereof as is so ordered to be removed or pulled down or filled up be not so removed pulled down or filled up within the time limited by the order the Council may forthwith enter the premises to which the order relates and remove pull down or fill up the building erection excavation or obstruction or s much thereof as aforesaid and do whatever is necessary for that purpose and may remove any materials obtained by them in so doing to a convenient place and otherwise sell the same as they think fit and all expenses incurred by the Council therein and in removing depositing and selling the materials may be recovered summarily from the person against whom the order is made provided that the Council shall apply the proceeds of the sale in or towards the payment of their expenses and if there be any surplus shall on demand pay such surplus to the person against whom the order is made.

Certified plans of frontage lines to be evidence.

16. Copies of the plan to be deposited with the clerk of the Council as hereinbefore provided certified by such clerk shall be received in all courts of justice and elsewhere as primâ facie evidence of the contents of the said plan so far as it relates to any line prescribed and defined as aforesaid and a copy of so much of such plan as relates to the district of any local authority shall on the request of the local authority or of the owner or lessee of any land abutting on any part of the new roads and on payment of a reasonable fee to be determined by the Council be delivered to the local authority or person so applying and all fees so received shall be carried to the credit of the county fund.

Roadway of new road (Work No. 1) not to be interfered with except with consent of Council.

17. Notwithstanding anything in any Act to the contrary it shall not except as by this Act or as may be by any future Act expressly provided be lawful for any local or other authority company or person to enter upon break up or interfere with the carriage-way of the new road (Work No. 1) for the purpose of executing any work whatsoever therein thereon or thereunder except with the previous consent of the Council under their common seal and in accordance with such terms and conditions either as to the payment of any rent or other valuable consideration or otherwise as the Council may determine

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Provided that nothing in this section contained shall alter prejudice or affect any of the rights powers and authorities of the Postmaster-General under the provisions of the Telegraph Acts 1863 to 1913.

Laying of pipes &c. during construction of footways of Work No. 1.

18. The Council shall so far as they conveniently can permit any authority company or person having statutory powers so to do to lay down or place under and in accordance with the statutes in that behalf apparatus for the distribution of water gas or electricity or telephonic or telegraphic purposes in the soil under the footway on either side of the new roadway (Work No. 1) by this Act authorised during and simultaneously with the construction of the portion of the footway under which it is desired to lay such apparatus.

Accommodation for pipes &c.

19.—(1) In constructing the new roadway (Work No. 1) by this Act authorised across any street or road in which are laid under statutory powers any gas or water main or pipe or any pipe tube wire or other apparatus for supplying electricity or used for telegraphic or other purposes (all of which are in this section called "apparatus") the Council shall provide where necessary subways of such dimensions or make such other provision as may be reasonably requisite for carrying such apparatus under the said Work No. 1 and for enabling the authority company or person owning the apparatus (each of whom is in this section in relation to their own apparatus called "the owner") to obtain access thereto for the purpose of maintaining and repairing the same.

(2) If within six months from the passing of this Act the owner shall give notice to the Council that he desires such subways or other accommodation to be so made as to accommodate apparatus which the owner may desire hereafter to lay down the Council shall provide such additional accommodation as may be reasonably requisite for that purpose and for enabling the owner to obtain access thereto for the purpose of maintaining and repairing the same and the additional cost incurred by the Council in pursuance of any such notice shall be repaid to the Council by the owner by whom the notice shall have been given.

(3) If any difference arises between the owner and the Council as to any matter in this section referred to such difference shall unless otherwise agreed be referred to and

determined by an engineer or other fit person to be nominated on the application of the parties in difference or any or either of them as the case may be by the President of the Institution of Civil Engineers and subject thereto in accordance with the provisions of the Arbitration Act 1889.

Power to sell materials.

20. The Council may sell or dispose of any materials of any houses buildings or structures acquired by them under the powers of or for the purposes of this Act and not required for the improvements and also all materials in under or upon any street road or other place altered by them for the purposes of this Act and any materials obtained in the alteration of or interference with any culvert sewer or drain or the execution of any works under the powers of this Act.

Period for completion of new roads &c.

21. If the new roads and widening of Syon Lane by this Act authorised be not completed within seven years from the passing of this Act then on the expiration of that period the powers of the Council under this Act for the construction thereof shall cease except so far as the same shall have been completed.

Certificate of completion.

22. When and so soon as the improvements or any part thereof are or is completed a certificate thereof shall be issued under the seal of the Council and any copy of such certificate certified under the hand of the clerk of the Council shall in all proceedings and for all purposes be admissible and received as evidence that such certificate has been duly made and from the date of such certificate the improvements or such part thereof to which the certificate relates as shall have been laid out as carriage-way or footway shall be open to the public accordingly.

Maintenance of improvements.

23.—(1) The new roads and the portion of Syon Lane lying between the same and the widening (Work No. 2) shall be main roads within the meaning of the Local Government Act 1888 and shall subject to the provisions of this Act vest in and be maintained by the Council in the same manner and to the same extent as other main roads in the county maintained by them Provided that if the said portion of Syon Lane shall not be classified as a road repairable by or at the cost of the Council in any classification of main or county roads hereafter made by or under the authority of Parliament such portion shall thereupon cease to be a main road.

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(2) Nothing in this Act shall impose any obligation on the Council to light the improvements and neither the Brentford Council the Heston and Isleworth Council nor the Chiswick Urban District Council shall be entitled under the provisions of the Local Government Act 1888 or otherwise to claim to maintain any part of the improvements.

As to traffic services on Work No. 1.

24.—(1) For the purposes of this section—

The expression "the company" shall mean any authority company or person working or running any service of mechanically propelled omnibuses on any part of the new roadway (Work No. 1) by this Act authorised.

(2) The company shall pay to the Council a sum equal to three-eighths of a penny per car mile run by any such omnibus over the new roadway (Work No. 1) by this Act authorised towards the cost of the maintenance of such roadway All sums of money payable to the Council under the provisions of this section shall be paid quarterly and shall be deemed to be a debt due to the Council and recoverable from the company accordingly.

(3) The company shall keep daily records for the purposes of this section showing in proper detail the number of journeys and the mileage run by each such omnibus of the company on the new roadway and shall furnish statements of such journeys and mileages quarterly to the Council and the company shall allow any person duly authorised by the Council in that behalf at all reasonable times to inspect and take copies of all such records and any accounts kept by the company relating to the running of any omnibus of the company.

(4) All sums received by the Council under the provisions of this section shall be carried to the general county fund.

For protection of Heston and Isleworth and Brentford Urban District Councils.

25. For the protection of the Heston and Isleworth Council and the Brentford Council (which councils are in this section in relation to their respective districts respectively referred to as "the district council" and their districts as "the urban district") the following provisions shall unless otherwise agreed upon in writing between the Council and the district council apply and have effect (that is to say):—

(1) The Council shall construct such subways as may be reasonably necessary across the new roadway (Work No. 1) for the purpose of carrying any sewers

surface-water drains electric mains or cables existing at the time of the construction of the said work within the urban district and shall also as and where reasonably necessary make any necessary diversions for the purpose of carrying the same through the said subways:

(2) Before removing or filling up any culvert sewer or drain or part thereof within the urban district the Council shall submit to the district council a plan showing the manner in which any such culvert sewer or drain or part thereof is intended to be interfered with and also the manner and position in which the work will be executed:

(3) All works to be executed by the Council under this section shall be constructed in accordance with plans to be submitted to the district council for their reasonable approval and to their reasonable satisfaction:

Provided always that if the district council shall not signify their approval or disapproval of the plans so submitted within seven days from the submission thereof they shall be deemed to have approved the same and the Council may proceed with the work without such approval:

(4) The Council shall not discharge surface water into any soil-sewer maintainable by the district council without the consent of such council which consent shall not be unreasonably withheld:

(5) The Council shall not permanently stop up or appropriate the site and soil of any public street or way within the urban district without the consent of the district council which shall not be unreasonably withheld:

(6) If any difference shall arise between the Council and the district council under this section the same shall be determined by arbitration as provided by this Act.

For protection of Duke of Northumberland.

26. For the protection of the Most Noble Henry George Duke of Northumberland K.G. (who with his successors in title is in this section referred to as "the Duke") the following

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provisions shall unless otherwise agreed in writing between the Duke and the Council have effect (that is to say):—

(1) The Council shall not (otherwise than by agreement) enter upon take or use purchase or appropriate or otherwise interfere with or acquire any easement over any of the lands of the Duke numbered on the deposited plans 64 66 175 176 179 and 180 in the parish of Isleworth:

(2) In the case of any lands of the Duke which the Council may acquire under the provisions of this Act the Council may enter into any agreement with the Duke restricting the powers of vertical and lateral deviation in making the improvements thereon which are conferred upon them by this Act or otherwise restricting their powers of executing works upon such lands or fixing the amount of compensation to be paid to the Duke in respect of the prescription or definition of any line of frontage or providing for the erection or removal of fences.

For protection of Leopold de Rothschild.

27. For protection of Leopold de Rothschild or other the owner or owners for the time being of the Gunnersbury Estate (in this section referred to as "the owner") the following provisions shall unless otherwise agreed between the owner and the Council have effect (viz.):—

Notwithstanding anything contained in this Act or shown on the deposited plans or sections the Council shall construct the new roadway (Work No. 1) so far as the same is to be constructed through the estate of the owner in as nearly as may be the lines shown on the plan signed in triplicate by Allen Benjamin Bathurst the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (in this section called "the signed plan" and of which plan one copy has been deposited in the Private Bill Office of the House of Commons one copy has been deposited in the Office of the Clerk of the Parliaments and one copy has been retained by the Council) and in constructing such road through the said estate the Council shall not deviate from the lines as shown on the signed plan except with the consent of the owner which consent shall not be

unreasonably withheld and the Council shall not be entitled except with the consent of the owner to enter upon take or use whether temporarily or permanently any portion of the lands of the owner under the powers of this Act except such lands as are required for the construction of the said new roadway in accordance with the provisions of this section or as are required for the slopes of any embankment or the wings of the bridges for carrying the road over the London and South Western and the North and South Western Junction Railways and in constructing such road where the same crosses Lionel Road and in proximity to the lodge of Gunnersbury Park such road shall be constructed at the same level as the existing level of Lionel Road:

The Council shall not stop up permanently any street or road or the roadway over any bridge passing through or abutting on any portion of the Gunnersbury Estate nor without the consent of the owner which consent shall not be unreasonably withheld stop up temporarily at any one time more than one-half the width of any street or road or the roadway over any bridge passing through or abutting on any portion of the said estate and if any question arises as to whether such consent is unreasonably withheld the same shall be settled by arbitration as provided by this Act.

For protection of London United Tramways Limited.

28. For the protection of the London United Tramways Limited (in this section called "the tramway company") the following provisions shall unless otherwise agreed in writing between the tramway company and the Council have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Council shall not alter divert remove or in any manner interfere with any tramways including in that expression where used in this section the substructure of any such tramway or the posts cables wires and other apparatus belonging to or worked by the tramway company otherwise than in accordance with and subject to the provisions of this section:

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(2) Fourteen days before commencing the construction of the new roadways (Work No. 1 and Work No. 3) so far as they affect any tramway belonging to or worked by the tramway company or interfere with the user thereof (in this section referred to as "the said works") the Council shall deliver to the tramway company for their reasonable approval plans sections and particulars (in this section referred to as "the said plans") showing the manner in which the said works are proposed to be carried out and the materials to be used and shall not commence the said works until the tramway company shall have signified their approval of the said plans or in the event of any difference arising between the Council and the tramway company touching the said plans until the same shall have been settled by arbitration as hereinafter provided Provided that in case the tramway company shall not have signified to the Council their disapproval of the said plans within seven days from the delivery thereof they shall be deemed to have approved the same and the Council may proceed to execute the said works in accordance with the said plans:

(3) The Council shall carry out the said works in such manner as to cause as little damage to or interference with the tramways as possible and so as not (except for so long as may be absolutely necessary for the purpose of carrying out the said works) to cause any interruption of or impediment to the traffic on or user of the tramways and in all respects in accordance with the said plans so approved as aforesaid or settled in the case of difference by arbitration:

(4) If the Council shall widen alter stop up or otherwise interfere with any street road or bridge (including any alteration of levels) along or over which the tramways are placed at the date when such widening alteration stopping up or other interference takes place the tramway company shall make such alterations in the position or level of their tramways and works as may be reasonably required by the Council

and the Council shall pay to the tramway company the reasonable cost of making such alterations or carrying out such other works in connection therewith as may be necessary in consequence of the requirements of the Council and shall recoup to the tramway company any loss to which they may thereby be put:

(5) The Council shall pay to the tramway company all reasonable expenses to which they may be put in connection with the construction of the said works or the maintenance thereof during such construction including the payment of necessary watchmen and inspectors on the tramways during the construction of the said works:

(6) The Council shall indemnify the tramway company against all claims arising in respect of and compensate them for any injury to the property or works of the tramway company or to any person or persons using their tramways by reason of and during the construction of the said works:

(7) In so far as the Council interfere with the free and uninterrupted use of the tramways of the tramway company they shall pay to the tramway company compensation for any loss which the tramway company may thereby sustain:

(8) In the exercise of the existing statutory powers of the tramway company to lay and maintain cables and cable ways the tramway company shall not break up the surface of the carriage-way of the new roadway (Work No. 1) but the tramway company shall be entitled to use for those purposes any subways which the Council may construct in connection with the said roadway and if there shall be any cross-road at which the Council shall not construct such a subway the Council shall when that part of the new roadway is under construction give written notice thereof to the tramway company and if required by the tramway company within fourteen days of the receipt of such notice the Council shall lay a pipe for the use of the tramway company at any such

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cross-road and the tramway company shall pay half the cost of the pipe and the laying thereof:

(9) Nothing in this Act shall prejudice the tramway company's powers under the Tramways Act 1870 in relation to their existing tramway across the portion of the new roadway (Work No. 1) which intersects Boston Road Provided that the tramway company shall not break up any reinforced concrete forming the substructure of the roadway which shall be at a depth of nine inches or more below the surface of the roadway nor break up at any one time more than one-half in width of the surface of the said portion of the said roadway:

(10) If any difference shall arise under this section the same shall be referred to and determined by arbitration as provided by this Act.

For protection of North and South Western Junction Railway Company and others.

29. For the protection of the North and South Western Junction Railway Company (hereinafter in this section referred to as "the junction company") and of the London and North Western Railway Company the Midland Railway Company and the North London Railway Company the joint lessees of the North and South Western Junction Railway (hereinafter in this section referred to as "the joint lessee companies") the following provisions shall unless otherwise agreed in writing apply and have effect (that is to say):—

(1) The Council shall not under the powers of this Act enter upon take use or interfere with the North and South Western Junction Railway where the new roadway (Work No. 1) by this Act authorised crosses the same or any of the lands works or property now belonging to the junction company connected therewith and lying between the fences on either side of the said railway (which railway lands works and property are in this section referred to as "the railway") without the consent of the joint lessee companies signified in writing under the hand of the secretary of the joint committee of the said companies but the junction company and the joint lessee companies shall grant and the Council may take an easement or right of constructing and maintaining

the said roadway over the railway subject to and in accordance with the provisions of this Act:

(2) The Council shall pay to the junction company for the easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or in the event of difference may be settled in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation and the provisions of the Lands Clauses Acts shall apply to any proceedings for determining such compensation:

(3) The Council shall construct the said new roadway so far as the same will be carried over the railway in such line or situation within the limits of land to be acquired shown upon the deposited plans as shall be reasonably approved by the engineer of the North London Railway Company on behalf of the joint lessee companies and by such means and in such manner as to leave the running lines undisturbed at all times and so as to in no way obstruct impede or interfere with the free uninterrupted and safe user thereof or with the traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Council shall notwithstanding any approval as aforesaid pay to the joint lessee companies all reasonable costs and expenses to which the joint lessee companies may be put as well as full compensation for any loss sustained by them by reason of any such interruption or interference:

(4) The Council shall carry the said new roadway over the railway of the junction company by means of a steel girder bridge of not less width between the face of the north-western abutment and the north-western face of the central piers than forty feet three inches measured on the square the central piers or supports to be placed on the property of the junction company and such bridge shall have a clear headway over the railway of not less than fifteen feet above the existing level of the upper surface of the rails of the railway at the point of

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crossing and the Council shall at all times thereafter maintain such headway and the north-western abutment and central piers or supports of the said bridge shall be placed in such position as shall be reasonably required by the said engineer Provided that the said bridge shall be completed within two years from the commencement thereof and all temporary works in connection therewith shall be removed from the lands of the junction company within that period:

(5) The Council shall twenty-eight days before they commence the construction of any part of the said new roadway which shall or may pass over the railway furnish to the said engineer proper and sufficient plans sections and specifications of the works proposed to be made by the Council over the railway for his approval and shall not commence the same until such plans sections and specifications shall have been approved in writing by the said engineer or in case of any difference arising between him and the Council until the same have been settled by arbitration Provided that if the said engineer does not signify his approval or disapproval of the said plans sections and specifications within fourteen days he shall be deemed to have disapproved the same:

(6) If any additions or alterations to the signalling apparatus or the telephone or telegraph wires and works on the railway are in the opinion of the said engineer necessary in consequence of the construction of the said new roadway the same may be made by the joint lessee companies at the expense of the Council and the cost thereof as certified by the said engineer shall be repaid to the joint lessee companies by the Council on demand:

(7) The portion of the bridge carrying the said new roadway over the railway and all works necessary or incidental to the construction thereof or affecting the railway shall be executed under the superintendence (if such be given) and to the reasonable satisfaction of the said engineer of the North London Railway Company and the Council shall bear and pay the

reasonable expense of the employment by the joint lessee companies of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during the construction renewal or repair of the said bridge and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Council or from the acts or defaults of their contractors or any person or persons in their employ or otherwise:

(8) The Council shall at all times maintain the works by which the said new roadway shall be carried over the railway and all other works which may in any manner affect the railway in substantial repair and good order and condition to the reasonable satisfaction of the said engineer and if and whenever the Council fail so to do the joint lessee companies may make and do in and upon as well the lands and property of the junction company and the joint lessee companies as the Council such works and things as may be requisite in that behalf and the reasonable cost of so doing shall on demand be repaid to the joint lessee companies by the Council:

(9) The Council shall be responsible for and make good to the junction company and the joint lessee companies all costs losses damages and expenses which may be occasioned to them or to the railway or to the traffic thereon or otherwise by reason of the construction maintenance of or failure to maintain or repair the said new roadway over the railway or of any act or omission of the Council or of any person or persons in their employ or of their contractors or others in the course of such construction maintenance or repair and the Council shall effectually indemnify the junction company and the joint lessee companies from all claims and demands upon or against them by reason of such construction maintenance or repair or failure as aforesaid or of any such act or omission Provided that the fact that any work or thing has been done in accordance with any plan section or specification approved by the engineer of the North

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London Railway Company or in accordance with any requirements of the said engineer or under his superintendence shall not excuse the Council from any liability for damage as aforesaid or affect any claim of the junction company or the joint lessee companies for injury to the railway or the traffic thereon save so far as the same may arise by reason of any such requirement:

(10) If at any time hereafter the joint lessee companies shall be desirous of extending widening or altering any part of the railway affected by the said new roadway the Council shall give to the joint lessee companies all proper and reasonable facilities for that purpose and any extra cost to which the joint lessee companies may be put in carrying out such extension or widening to the extent of two additional running lines of railway or alteration by reason or in consequence of the construction of the Work No. 1 as certified by the engineer of the joint lessee companies shall be repaid to them by the Council:

(11) Except as in this section otherwise expressly provided if any difference arises between the Council on the one hand and the junction company and the joint lessee companies or any of them on the other hand or their respective engineers under this section such difference shall be determined unless otherwise agreed by arbitration as provided by this Act.

For protection of London and South Western Railway Company.

30. For the protection of the London and South Western Railway Company (hereinafter in this section referred to as "the company") the following provisions shall unless otherwise agreed in writing apply and have effect (that is to say):—

(1) The Council shall not under the powers of this Act enter upon take use or interfere with the London and South Western Railway or any of the lands works or property now belonging to the company in connection with the said railway and lying between the fences on either side of the said railway (all of which railway lands works and property are in this section referred to as "the railway") without the consent of the company signified in writing under

the hand of their secretary but the company shall grant and the Council may take an easement or right of constructing and maintaining Work No. 1 Work No. 2 and Work No. 3 or any such work (hereinafter in this section referred to as "the said works") across and over the railway subject to and in accordance with the provisions of this Act:

(2) The Council shall pay to the company for any easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or in the event of difference may be settled in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation and the provisions of the Lands Clauses Acts shall apply to any proceedings for determining such compensation:

(3) The Council shall construct the said works so far as the same will be carried across and over the railway in such line or situation within the limits of land to be acquired shown upon the deposited plans as shall be reasonably approved by the engineer of the company and by such means and in such manner as to leave the railway undisturbed at all times and so as to in no way obstruct impede or interfere with the free uninterrupted and safe user thereof or with the traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Council shall notwithstanding any approval as aforesaid pay to the company all reasonable costs and expenses to which they may be put as well as full compensation for any loss sustained by them by reason of any such interruption or interference:

(4) The Council shall carry Work No. 1 over the railway by means of a steel girder bridge of not less than forty-five feet between the abutments measured at right angles to the railway and such bridge shall have a clear headway over the railway of not less than fifteen feet above the existing level of the upper surface of the rails of the railway at the

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point of crossing and the Council shall at all times thereafter maintain such headway The south-eastern abutment of the said bridge shall be placed in such position as shall be reasonably required by the engineer of the company but so that no part thereof or of any permanent works in connection with the bridge shall be on lands used or held in connection with the use or maintenance of the railway Provided that the said bridge shall be completed within two years from the commencement thereof and all temporary works in connection therewith shall be removed from the lands of the company within that period:

(5) In executing Work No. 2 and Work No. 3 the Council shall widen the existing bridge carrying Syon Lane over the railway by means of steel girders and steel decking with a single span of not less width measured at right angles to the railway than the width of the span of the existing bridge with a clear headway throughout of not less than fifteen feet and the Council shall at all times thereafter maintain such headway The widening of such bridge shall be so designed and constructed that no part of the steel girders or steel decking shall rest on or be carried by the existing bridge and so as to prevent so far as practicable the dripping of water on to the railway:

(6) The Council shall twenty-eight days before they commence the construction of any part of the said works which shall or may pass over the railway furnish to the company proper and sufficient plans sections and specifications of the works proposed to be made by the Council over the railway for the reasonable approval of the engineer of the company and shall not commence the same until such plans sections and specifications shall have been approved in writing by such engineer or in case of any difference arising between him and the Council until the same have been settled by arbitration Provided that if the said engineer does not signify his approval or disapproval of the said plans sections and specifications within fourteen days he shall be deemed to have disapproved of the same;

(7) If any additions or alterations to the signalling apparatus or the telephone or telegraph wires and works on the railway are in the opinion of the engineer of the company necessary in consequence of the construction of the said works the same shall be made by the company at the expense of the Council and the reasonable cost thereof as certified by such engineer shall be repaid to the company by the Council on demand Provided that the company shall so far as practicable give to the Council reasonable notice of their intention to add to or alter the signalling apparatus or telephone or telegraph wires or works as aforesaid accompanied by a description of the additions or alterations so proposed:

(8) The portion of the bridge carrying Work No. 1 and the widening of the bridge carrying Works Nos. 2 and 3 over the railway and all works necessary or incidental to the construction thereof or affecting the railway shall be executed under the superintendence (if such be given) and to the reasonable satisfaction of the engineer of the company and the Council shall bear and pay to the company all reasonable costs charges and expenses incurred by such engineer in respect of such superintendence and the reasonable expense of the employment by the company of a sufficient number of inspectors watchmen and signalmen to be appointed by them (including compensation payable to any workman or his legal representatives or dependents who may be injured or killed whilst so employed) for inspecting watching lighting and signalling the railway with reference to and during the construction renewal or repair of the said works and for preventing as far as may be all interference obstruction danger or accident arising from any of the operations of the Council or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:

(9) The Council shall at all times maintain the bridge and widening of bridge aforesaid by which the said works shall be carried over the railway and all other

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works which may in any manner affect the railway in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the company and if and whenever the Council fail so to do after reasonable notice in that behalf the company may make and do in and upon as well the lands and property of the company as the Council such works and things as such engineer shall think requisite in that behalf and the reasonable cost of so doing as certified by such engineer shall on demand be repaid to the company by the Council:

(10) The Council shall be responsible for and make good to the company all costs charges losses damages and expenses which may be occasioned to them or to the railway or to the traffic thereon or otherwise by reason of the construction maintenance or failure of the said works over the railway or of any act or omission of the Council or of any person or persons in their employ or of their contractors or others and the Council shall effectually indemnify the company from all claims and demands upon or against them by reason of such construction maintenance or failure or of any such act or omission Provided that the fact that any work or thing has been done in accordance with any plan section or specification approved by the engineer of the company or in accordance with any requirement of the said engineer or under his superintendence shall not excuse the Council from any liability for damage as aforesaid or affect any claim of the company for injury to the railway or the traffic thereon save so far as the same may arise by reason of any such requirement:

(11) If at any time hereafter the company shall be desirous of extending widening or altering any part of the railway affected by the said works the Council shall give to the company all proper and reasonable facilities for that purpose:

(12) The Council shall as from the date when they exercise any powers by this Act authorised with reference

to the widening of Syon Lane (Work No. 2 and Work No. 3) assume and discharge whatever liability the company may be under with reference to the maintenance of the road surface footpaths embankments and approaches of Syon Lane:

(13) If any difference shall at any time arise between the Council and the company touching any of the matters referred to in this section the same shall (unless otherwise provided for) be settled by arbitration as provided by this Act.

For protection of Grand Junction Canal Company.

31. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions shall unless otherwise agreed between the Council and the company of proprietors of the Grand Junction Canal (in this section called "the canal company") apply for the protection of the canal company (that is to say):—

(1) In constructing and maintaining the new roadway (No. 1) (Work No. 1) by this Act authorised (hereinafter in this section referred to as "the road") across the Grand Junction Canal of the canal company (hereinafter in this section referred to as "the canal") in the parishes of New Brentford and Isleworth and in exercising any other of the powers conferred by this Act the Council shall not alter the line or level of the canal or of the towing path of the canal company nor (except temporarily for the purposes of and during the construction of the bridge referred to in subsection (3) of this section and subject as hereinafter provided) contract the present width of the waterway or towing path of the canal or obstruct or impede the navigation of the canal or the passage along the towing path or intercept cut off take use or diminish or allow to escape any of the waters of the canal or otherwise damage or interfere with the canal or the towing path of the canal company:

(2) The Council shall not otherwise than by agreement enter upon use purchase or interfere with such portion of the properties numbered on the deposited

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plans 71 72 and 73 in the parishes aforesaid as belongs to the canal company but the Council may purchase and the canal company may and shall sell to the Council such an easement or right as shall be necessary for constructing and maintaining the road across the said property of the canal company in the manner and within the limits of deviation shown on the deposited plans subject nevertheless to the provisions of this section The consideration to be paid for such right or easement shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the settlement of compensation for the purchase and taking of land otherwise than by agreement:

(3) The road shall be carried over the canal and the towing path thereof by means of a bridge consisting of two spans The span from the western or towing path side of the canal shall be of a width of not less than fifty feet and the other or eastern span of a width of not less than forty feet measured in each case at right angles to the face of the abutments Each span shall have a clear headway throughout of not less than ten feet nine inches measured from the weir level of the canal at the point of crossing The said bridge shall not exceed eighty feet in width in the clear measured at right angles with the parapets and the abutments thereof shall be placed in such positions as the engineer of the canal company shall reasonably determine The said bridge shall be constructed of reinforced concrete brick stone steel or iron or any of those materials combined:

(4) The Council shall at all times during the construction of the said bridge so carry out their works as to leave an uninterrupted navigable width of waterway in the canal of not less than thirty feet and a clear width of towing path of not less than six feet and a clear headway above the level of such waterway of not less than nine feet:

(5) Except so far as the Council may be prevented by any circumstances beyond their control the construction

of the said bridge shall be completed within two years from the commencement thereof and all temporary works in connection with the construction of the said bridge shall be removed from the property of the canal company within that period:

(6) The said bridge and the works connected therewith and all future structural repairs thereof shall be constructed and executed according to plans sections and specifications to be submitted to and to be subject to the reasonable approval of the engineer of the canal company previously to the commencement of the works and shall be carried on and completed under the supervision (if the same be given) and to the reasonable satisfaction of such engineer Provided that if the said engineer shall for a period of fourteen days neglect or refuse to signify his approval or disapproval of such plans sections and specifications the same shall be deemed to have been approved by him:

(7) The said bridge and the works connected therewith shall be maintained in good and substantial repair by and at the expense of the Council and in the event of the Council at any time neglecting after three months' notice from the canal company to so maintain the same the canal company may repair the same and recover any expense reasonably and properly incurred by them in that behalf from the Council:

(8) Except to the extent allowed by the foregoing provisions of this section if in the construction maintenance or repair of the said bridge or the works thereof or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof or by reason or in consequence of the exercise by the Council of the powers of this Act any injury to or interference with the canal or the towing path thereof or other work or property of the canal company or any obstruction to the navigation of the canal or the passage of traffic

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along the towing path of the canal or any loss of water from the canal shall be occasioned the Council shall forthwith when required in writing so to do by the canal company restore the canal towing path work or property as aforesaid to the same state and condition as before the happening of such injury or interference or remove such obstruction or prevent such loss or further loss of water as the case may require under the supervision and to the reasonable satisfaction of the engineer of the canal company and in case of default by the Council in so doing it shall be lawful for the canal company to do the same and to recover the expenses reasonably and properly incurred by them in that behalf by the Council:

(9) The Council shall compensate and indemnify the canal company for and in respect of and against all damage loss costs expenses claims and demands which the canal company may sustain or incur or which may be brought against them by reason or in consequence of any such injury interference obstruction or loss of water as in the immediately preceding subsection mentioned and the Council shall not be relieved of liability under this subsection by reason of the design method of construction or materials of the said bridge or other works of the Council having been approved by the engineer of the canal company or settled by arbitration or of such works having been constructed under the supervision of such engineer:

The canal company shall afford to the Council all reasonable facilities for using the canal and the towing path and banks thereof for conveying and unloading materials used in connection with or for the purposes of the improvements and for obtaining access to the works of the Council during the construction or repair of the same but nothing in this subsection shall be deemed to deprive the canal company of any tolls or charges which they may be authorised to take in respect of the conveyance or unloading of such materials:

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(10) Nothing in the section of this Act of which the marginal note is "Power to Council to connect drains &c. with streams &c." shall authorise the Council to allow to drain or be carried into the canal any mud or other solid matter or any liquid matter other than from surface-water sewers or drains:

(11) If any difference shall arise between the Council or the county engineer and the canal company or their engineer under this section the same shall except where otherwise expressly provided be determined by arbitration as provided by this Act.

For protection of Great Western Railway Company.

32. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall unless otherwise agreed in writing between the Council and the Great Western Company apply and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Council shall not (except with the previous consent of the Great Western Company under their common seal) enter upon take use or interfere with either permanently or temporarily or purchase or acquire any lands or property belonging to the Great Western Company which the Council are by this Act authorised to take use enter upon or interfere with for the purposes of the new roadway (Work No. 1) by this Act authorised but the Council may purchase and take and the Great Western Company shall sell and grant an easement or right of using such of the lands of the Great Western Company as may be necessary for the construction and maintenance of the said Work No. 1 and all works and temporary conveniences connected therewith subject to and in accordance with the provisions of this section:

(2) The Council shall pay to the Great Western Company for the easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or as may be fixed in the

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event of difference by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation:

(3) The Council shall construct and maintain Work No. 1 so far as the same passes under or affects the property of the Great Western Company and all works both temporary and permanent necessary and incident to the construction thereof (all of which works are hereinafter in this section referred to as "the said portion of Work No. 1") and with the centre line thereof as near as may be on the centre line of the said Work No. 1 as shown on the deposited plans and so as not to injure the stability of and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Great Western Company and so as in no way to obstruct impede endanger or interfere with the free uninterrupted and safe user of the said railway of the Great Western Company or with the traffic thereon and if any such obstruction impediment or interference shall be caused or take place and be due to the act or default of the Council the Council shall pay full compensation to the Great Western Company for any loss or expense sustained or incurred by them in respect thereof:

(4) The Council shall carry the railway of the Great Western Company over Work No. 1 where the same is intended to cross under the said railway by means of a wrought iron or steel girder bridge of sufficient strength to meet the reasonable requirements of the engineer of the Great Western Company with wrought iron or steel flooring having a clear width of thirty feet measured square to the railway at the proposed point of crossing and such bridge shall be constructed and for ever maintained by the Council so that the upper surface of the superstructure thereof (other than the outside main girders) shall be of a uniform level of at least two feet below the existing level of the upper surface of the rails upon the said railway of the Great Western Company at the said point of crossing:

(5) The Council shall construct the said bridge in accordance with the provisions of this section and according to plans sections drawings and specifications previously submitted to and approved in writing by the engineer of the Great Western Company and of such quality and strength and in other respects as shall be so approved or in case of difference between him and the Council determined by arbitration and the Council shall not commence the construction of the said portion of Work No. 1 or enter upon or interfere with the said property of the Great Western Company until such plans sections drawings and specifications have been so approved or determined as aforesaid Provided that if within fourteen days of the submission of such plans sections drawings and specifications the engineer of the Great Western Company has not signified his disapproval thereof he shall be deemed to have approved thereof:

(6) The said portion of Work No. 1 shall be executed by and at the expense of the Council in all things and under the superintendence (if given) and to the reasonable satisfaction of the said engineer and in such manner and at such times as he may reasonably require Provided always that if the Great Western Company give notice in writing to the Council within twenty-eight days after the submission of such plans sections drawings and specifications that they desire themselves to construct the said bridge they may construct the same in accordance with the said plans sections drawings and specifications and the Council shall repay to the Great Western Company on demand the expense reasonably incurred by them in that behalf:

(7) The construction of the said bridge shall after commencement thereof be proceeded with with all reasonable dispatch:

(8) The Council shall to the reasonable satisfaction of the said engineer make all necessary provision for the drainage of the said property of the Great Western Company where it is intersected by the said portion

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of Work No. 1 and the Council shall not connect any drain or work for carrying away surface-water from the said Work No. 1 with any stream watercourse drain or channel belonging to the Great Western Company or drain any surface-water thereinto:

(9) The Council shall fence the said portion of Work No. 1 where it passes through the property of the Great Western Company with boundary walls or unclimbable iron fencing of a height of not less than six feet above the surface level of the new roadway to the reasonable satisfaction of the engineer of the Great Western Company and shall thereafter maintain the fence and boundary walls to the like satisfaction:

(10) The Council shall bear and on demand pay to the Great Western Company the expenses reasonably and necessarily incurred by them (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in or about such works) in the employment of inspectors and signalmen to be appointed by the Great Western Company for watching their railway and works and the conduct of the traffic thereon with reference to and during the construction of the said bridge or the execution of any repairs thereof for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Council or their contractors or any person in the employ of the Council or of their contractors with reference thereto or otherwise:

(11) If by reason of the construction of the said portion of Work No. 1 it shall become necessary to add to alter or remove any signal cabin signal posts signal telegraph and telephone posts and wires or other works on or connected with the railway of the Great Western Company or substitute other works therefor the Great Western Company shall carry out such additions alterations removal or substitution and the

reasonable expense thereof shall be repaid to them by the Council forthwith on demand:

(12) The Council shall at all times maintain the said bridge in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Great Western Company and if and whenever the Council fail so to do the Great Western Company may make and do in and upon as well the lands of the Council as their own lands all such works and things as may be reasonably requisite in that behalf and the sum from time to time reasonably and properly incurred by the Great Western Company in or about such works or repairs shall be repaid to them by the Council Provided always that if the Great Western Company so elect they may themselves maintain the said bridge at the expense of the Council and for that purpose or in the event of the Council failing to properly maintain the said bridge the Great Western Company may break up or interfere with the footways of the said portion of Work No. 1 but to such extent only as may be necessary for the said purposes:

(13) Before commencing the construction of any works which may affect the stability of the said railway of the Great Western Company the Council shall if required by the Great Western Company temporarily support strengthen shore up or under-pin the railway and embankments thereof in such manner and execute such other protective works as the engineer of the Great Western Company shall deem necessary or in case of difference between the said engineer and the Council as may be determined by arbitration as hereinafter provided to be necessary for ensuring the safety of the railway and for enabling as far as possible the trains of the Great Western Company to pass over the same without the necessity of slackening speed and such works when commenced shall be proceeded with and completed with all reasonable dispatch Provided always that if the Great Western Company so elect they may themselves construct such works in accordance with plans and sections

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agreed upon between the parties or failing agreement settled by arbitration and the Council shall repay to them on demand the reasonable expense thereof:

(14) If during or by reason of the execution by the Council of the said portion of Work No. 1 or by reason of any failure thereof the said railway or other property of the Great Western Company shall be injured or damaged such injury or damage shall be forthwith made good by the Council at their own expense and in the event of their failing so to do the Great Western Company may after giving twenty-one days' notice of their intention so to do to the Council or in case of serious emergency without notice make good the same and recover the reasonable costs thereof from the Council (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works):

(15) If at any time hereafter the Great Western Company shall require to lift widen lengthen strengthen reconstruct alter or repair their railway or works connected therewith at the point where the said portion of Work No. 1 passes thereunder they shall be at liberty to do so and the Council shall free of cost afford all reasonable and proper facilities for any such purposes and any extra expense to which the Great Western Company may be put in extending or widening to the extent of two additional lines of railway or in lifting strengthening reconstructing altering or repairing their railway or works by reason of the existence of the said portion of Work No. 1 shall be paid on demand by the Council and the Great Western Company shall notwithstanding anything in this Act for any of the said purposes be at liberty free of cost temporarily to break up or interfere with the footways of the said portion of Work No. 1 but to such extent only as may be necessary for the said purposes:

(16) Notwithstanding anything in this Act contained the Council shall be responsible for and make good to

the Great Western Company all costs losses damages and expenses (including compensation payable to any workmen or their legal representatives or dependents) as to which provision is not otherwise made by this Act which may be occasioned to that company or to any of their works lands or property or to any person lawfully using the same or to the traffic on the said railway or otherwise by reason of and during the construction or maintenance by the Council of the said portion of Work No. 1 or the failure of the Council to maintain the same or of any act or omission of the Council or of any of the persons in their employ or of their contractors or otherwise and the Council shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission:

(17) If any dispute (other than under subsection (2) hereof) shall arise between the Great Western Company and the Council respecting the matters and provisions aforesaid or any of them such dispute shall be determined unless otherwise agreed by arbitration as provided by this Act.

For protection of Metropolitan District Railway Company.

33. The following provisions for the protection of the Metropolitan District Railway Company (in this section called "the District Company") shall notwithstanding anything in this Act contained and unless otherwise agreed apply and have effect:—

(1) The Council shall not (except with the previous consent in writing of the District Company under their common seal) take use enter upon or in any way alter or interfere with either temporarily or permanently the Metropolitan District Railway or any lands works or property now belonging to the District Company in connection with the said railway and lying between the fences on either side of the said railway (all of which railway lands works or property are hereinafter in this section referred to as "the railway") but the Council may purchase and take and the District Company shall sell and

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grant accordingly an easement or right of constructing and maintaining the new roadway (No. 1) by this Act authorised across and over the railway subject to and in accordance with the provisions of this Act:

The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided in the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration:

(2) The said new roadway (No. 1) shall be carried over the railway by means of a bridge and according to plans and sections to be approved as hereinafter mentioned provided that such bridge shall be constructed with a clear span of not less than twenty-five feet six inches between the abutments measured on the square and a clear headway throughout of not less than thirteen feet six inches measured from the upper surface of the rails of the railway of the District Company at the point of crossing:

(3) The Council shall not alter the level of the railway or works of the District Company:

(4) The Council shall construct the said bridge and all other works which shall be over upon or affect the railway in such lines within the limits of deviation shown upon the deposited plans as shall be reasonably approved by the District Company and so as to leave the railway undisturbed at all times and so as in no way to obstruct impede or interfere either temporarily or permanently with the free and uninterrupted and safe use of the railway or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Council shall pay to the District Company full compensation in respect thereof:

(5) The Council shall construct the said bridge and all works both temporary and permanent necessary and

incident to the construction thereof in accordance with the provisions of this section and according to plans and sections to be previously submitted to and reasonably approved in writing by the District Company and all works shall be carried out in such a manner as not in any way to interfere with the train service of the District Company:

(6) The Council shall not commence the construction of the said bridge or enter upon or interfere with the railway until such plans and sections have been so submitted and approved Provided always that if the District Company shall for the period of fourteen days neglect or refuse to approve such plans and sections or shall disapprove the same then the said bridge and approaches and any works in connection therewith shall be constructed according to plans and sections to be submitted to and approved (subject however to the special provisions of this section) by arbitration:

(7) The said bridge and all works necessary or incidental to the construction thereof or affecting the railway shall be executed in all things at the expense of the Council and under the superintendence (if exercised) and to the reasonable satisfaction of the engineer of the District Company and the Council shall bear and pay to the District Company the reasonable expenses incurred by such engineer in respect of such superintendence:

(8) The said bridge and all works necessary or incidental thereto shall after commencement be carried out with all practicable dispatch:

(9) The Council shall at all times keep the said bridge properly drained to the reasonable satisfaction of the District Company:

(10) Before the Council commence the construction of the said bridge any temporary works which may in the opinion of the District Company or in case of difference in the opinion of an arbitrator to be appointed as herein-after provided be reasonably necessary to ensure the safety of the traffic on the railway may

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and shall be carried out by the District Company for the Council and the costs and expenses reasonably incurred in connection therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the District Company in and about such works) shall be repaid by the Council to the District Company on demand:

(11) During the construction of the said bridge and other works over upon or affecting the railway the Council shall bear and on demand pay to the District Company all expenses reasonably incurred in the employment by them of a sufficient number of inspectors or watchmen to be appointed by that company (including compensation payable to any workman or his legal representatives or dependents who may be injured or killed whilst so employed) for inspecting the said works or for watching the railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Council or their contractors or any person or persons in the employment of the Council or their contractors with reference thereto or otherwise:

(12) The Council shall at all times maintain the said bridge and all the works connected therewith or incidental thereto in substantial repair and in good order to the reasonable satisfaction in all respects of the District Company and if and whenever the Council fail so to do the District Company may make and do in and upon as well the lands of the Council as their own lands all such works repairs and things as may be reasonably requisite in that behalf and the sum from time to time reasonably and properly incurred by the District Company in or about such works or repairs shall be repaid to that company by the Council:

(13) If by reason of the construction of the said bridge or the works connected therewith it shall become

necessary to add to or alter the signals electric cables mains telegraph or telephone wires or other works of the railway of the District Company the same shall be added to or altered by the District Company and the reasonable expense thereof shall be repaid to that company by the Council Provided that the District Company shall so far as practicable give to the Council reasonable notice of their intention to add to or alter their signals electric cables mains telegraph or telephone wires or other works as aforesaid accompanied by a description of the alterations or additions so proposed :

(14) If at any time hereafter the District Company shall be desirous of extending widening or altering any part of the railway affected by the said new roadway (No. 1) the Council shall give to the District Company all proper and reasonable facilities for that purpose :

(15) The Council shall from time to time repay to the District Company any additional expense to which that company may be put in maintaining the railway as now existing by reason or in consequence of the construction of the said bridge :

(16) The Council shall be responsible for and make good to the District Company all costs losses damages and expenses which may be occasioned to that company or to the railway or to the traffic thereon or otherwise by reason of the execution or maintenance or by reason of the failure of the said bridge and the works in connection therewith or the maintenance thereof or any act or omission of the Council or their contractors or of any of the persons in the employ of the Council or of their contractors and the Council shall effectually indemnify and hold harmless the District Company from all claims and demands upon or against them during or by reason of such execution maintenance or failure or such act or omission :

(17) Except as in subsection (1) of this section otherwise provided any dispute or difference arising between the Council and the District Company with reference

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to the foregoing provisions of this section or any of them shall be settled by arbitration as provided by this Act:

(18) The Council and the District Company may agree upon any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of Metropolitan Water Board.

34. 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 board and the Council have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Council shall not purchase or take any part of the strip of land in the parish of Heston thirty-three feet in width belonging or reputed to belong to the board in which is laid the Staines communication main of the board (which strip of land is in this section referred to as "the lands of the board") but the Council may purchase and the board shall if so required by the Council grant to them the easement or right of making and maintaining the new roadway (No. 1) and the works connected therewith by this Act authorised upon the lands of the board The consideration to be paid by the Council to the board for the acquisition of such easement or right as aforesaid shall in default of agreement be determined in accordance with the provisions of the Lands Clauses Acts for the determination of cases of disputed compensation:

(2) The Council shall carry the new roadway (Work No. 1) by this Act authorised across the lands of the board by means of steel decking of a single span not less than the width of the said lands and supported upon brick or concrete abutments to be constructed by the Council on each side of the lands of the board throughout the width of the said roadway to a depth of not less than eleven feet six inches measured from the underside of the said decking together with a central support for such decking:

(3) At all times whether before during or after the construction of the said decking and abutments the board shall subject to the provisions of this Act continue to enjoy and to be entitled to exercise in respect of the lands of the board all such rights as are vested in them at the date of the passing of this Act Provided that after the placing of the said decking the board shall not be entitled to open or break up the surface of so much of the said lands as is covered by the said decking:

(4) During the construction of the said abutments and decking the Council shall excavate the earth from between such abutments and construct concrete flooring and all works which the board's engineer may reasonably deem necessary or convenient for or in connection with the construction and completion of the culvert or subway to be formed by the placing and construction of the said decking abutments and flooring and the excavation of the said earth Provided that any expense reasonably incurred by the Council owing to such excavation and the construction of such flooring and works shall on demand be repaid by the board to the Council:

(5) The Council shall in constructing the bridges carrying Roadway No. 1 over the Hounslow Metropolitan Railway the Grand Junction Canal and the North and South Western Junction Railway provide in each side of such bridges such accommodation as shall be sufficient for one main having an internal diameter of twelve inches and one main having an internal diameter of four inches:

(6) Before commencing the construction of the works referred to in subsection (2) of this section the Council shall give to the board twenty-eight days' notice of their intention so to do and shall either before or at the time of serving the notice of their intention to commence such works furnish to the board plans and sections of the same with a description of the mode of executing the same for the reasonable approval of the board and if the board

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shall not within twenty-one days from the receipt of such notice signify to the Council their approval or otherwise of the said plans and sections and of the mode of executing the same the Council may proceed to carry out the works in accordance with such plans sections and descriptions:

(7) If the board shall within the said period of twenty-one days require any alteration of the said plans and sections or object to the mode of executing the said works and any difference of opinion shall thereupon arise between the Council and the board the matter in difference shall be settled by arbitration in the manner hereinafter provided pending which settlement no work shall be done by the Council across or over the lands of the board:

(8) If in connection with the construction of the said works the Council shall reasonably require to alter the position of any mains or works of the board the Council shall give notice to the board of the required alteration and the board shall forthwith carry into effect any such alteration to the reasonable satisfaction of the county engineer and the Council shall repay the board all reasonable expense incurred by the board in so doing:

(9) The Council shall not raise sink or otherwise alter the position of any main pipe or other work or apparatus (hereinafter referred to as "apparatus") of the board or alter the level of any street or road so as to leave over any such apparatus a covering of less than three feet or of more than five feet where the covering now existing does not exceed five feet or more than such existing covering where the same exceeds five feet unless the Council in such case provide special means of access to the same to the satisfaction of the engineer of the board:

(10) Notwithstanding anything contained in the section of this Act of which the marginal note is "Alteration of position of water gas and other pipes" (in this section referred to as "the said section") the Council shall not alter or interfere with any apparatus of the board otherwise than according to such plan as shall

be previously submitted to and reasonably approved of by the board or in case of any difference respecting such plan then according to such plan as shall be determined by arbitration in the manner hereinafter provided Provided that if for twenty-one days after the delivery of such plan the board do not disapprove the same and state their reasonable requirements in relation thereto they shall be deemed to have approved thereof:

(11) In carrying out any removal or alteration of or interference with any apparatus of the board the Council shall not interrupt the continuous supply of water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the satisfaction of the board proper and sufficient substituted apparatus:

(12) If any interruption in the supply of water by the board shall without their written authority be in any way occasioned by reason of any act or omission of the council 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 Council shall forfeit and pay to the board for the use and benefit of the board by way of liquidated damages the sum of ten pounds for every hour during which such interruption shall continue:

(13) The Council shall make good all damage done by them to any apparatus of the board in the execution of any works under the powers of this Act and shall make full compensation to the board for any loss or damage not otherwise provided for by this Act which they may sustain by reason of any interference with any such apparatus:

(14) The said section in its application to the board shall be read and have effect as if the period of twenty-one days were substituted therein for the period of seven days:

(15) At any time within fourteen days after the board shall have received from the Council such a notice as is referred to in the said section it shall be lawful for the board to give to the Council notice in writing of

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their intention themselves to make the required alteration of any apparatus of the board and provide any necessary substituted apparatus and in such case the Council shall not make such alteration but the board may make the same and the Council shall forthwith on demand repay to the board the reasonable costs and expenses incurred by the board in and about such alteration and substituted apparatus Provided that if for seven days after notice is given to the Council by the board of the intention of the board to themselves make the required alteration of the apparatus of the board the board neglect to proceed with due diligence to make such alteration the Council may forthwith make the same:

(16) The reasonable expenses of all repairs or renewals of any apparatus of the board or any works in connection therewith which may during the construction of the work or within twelve months after the completion thereof be rendered necessary by or in consequence of the acts or defaults of the Council their contractors agents workmen or servants or any person in the employ of them or any of them or by reason or in consequence of any subsidence resulting from the works of the Council shall be borne by the Council and paid by them on demand to the board:

(17) Where the Council shall under the powers of this Act permanently divert any road or footpath in which any apparatus of the board is or may be laid down or placed the board may subject to the provisions of this Act lay down or place any necessary new apparatus of similar dimensions and quality in the new portion of road or footpath and connect the same with the apparatus laid or placed in the said road or footpath at the commencement and termination of the diversion The Council shall on demand repay to the board the reasonable cost of providing and laying down or placing such new apparatus and the formation of such connections less the value of the apparatus of the board laid down or placed in the existing road or footpath between the commencement and the termination of the diversion thereof

which apparatus shall remain the property of the board and shall be taken up and removed by them The reasonable cost of such taking up and removal shall be borne and on demand paid to the board by the Council:

(18) Notwithstanding the stopping up temporarily or otherwise of any road street bridge footpath or way under the powers of this Act the board their engineers workmen and others in their employ shall at all times have all such rights of access to all or any of the apparatus of the board situate in or under such road street bridge footpath or way as they had immediately before the passing of this Act for the purpose of doing and subject to the provisions of this Act shall be at liberty to do all such works at their own expense in and upon such road street bridge footpath or way as may be necessary for inspecting repairing maintaining removing or extending such apparatus:

(19) If any difference shall arise in respect to any matter under the foregoing provisions of this section or under the provisions of the said section between the Council and the board or their respective engineers for the determination of which no other provision is made by this section or concerning any plans sections or descriptions to be delivered to the Board under the provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to such reference:

(20) The provisions of this section shall be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the board would have been entitled if this section had not been enacted.

For protection of Chiswick Urban District Council.

35. The Council shall not discharge surface-water into any soil-sewer maintainable by the Chiswick Urban District Council without the consent of such council.

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PART III.

LANDS.

Power to Council to take lands.

36. Subject to the provisions of this Act the Council may enter upon take and use all or any of the lands shown on the deposited plans and described in the deposited book of reference which they may require for the purposes of the improvements or of exchange or for other purposes of this Act.

Power to acquire additional lands by agreement.

37. In addition to the other lands which the Council are by this Act authorised to purchase and acquire they may purchase take on lease or acquire by agreement and may hold for the purposes of the improvements any lands not exceeding five acres:

Provided that nothing in this Act shall exonerate the Council from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them on any lands purchased or used by them under the provisions of this section.

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

38. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Council 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 Council 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 schedule to this Act and whereof a portion only is required for the purposes of the Council or each or any of them are in this section included in the term "the owner" and the said properties are in this section 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 Council 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 Council such portion only without the Council being obliged or compellable to purchase the whole the Council 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 Council allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (in this section referred to as "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 Council 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 Council the portion which the tribunal shall have determined to be so severable without the Council being obliged or compellable to purchase the whole the Council 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:

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(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 they shall determine that any other portion can be so severed) the Council 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 Council 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 their 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.

Persons under disability may grant easements &c.

39. 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 Council 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.

As to private rights of way over lands taken compulsorily.

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

Correction of errors in deposited plans and book of reference.

41. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Council after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county for the correction thereof and if it shall appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county and such certificate shall be kept by such clerk with the other documents to which the same relates and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Council to take the lands and execute the works in accordance with such certificate.

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

42. The Council and their surveyors officers and workmen and any person duly authorised in writing under the hand of the clerk of the Council may at all reasonable times in the day upon giving for the first time twenty-four hours' and afterwards twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used thereunder or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings.

Costs of arbitration in certain cases.

43. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if

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so required by the Council award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Council by the claimant giving sufficient particulars and in sufficient time to enable the Council to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Council have 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 Council to amend the statement in writing of the claim delivered by him to the Council 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 Council if they object to the amendment and such amendment shall be subject to such terms enabling the Council 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 application and of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in cases of recently altered buildings.

44. In settling any question of disputed purchase money or compensation under this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in lands created after the thirtieth day of November one thousand nine hundred and thirteen if in the opinion of such 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.

Power to acquire easements.

45. Whereas certain of the properties shown on the deposited plans belong or are reputed to belong to railway and canal undertakers Now therefore be it enacted that notwith-

standing anything contained in this Act or shown on the deposited plans the Council shall not be required to purchase or acquire any part of the properties numbered on the said plans 35 37 69 72 167A 168 169 and 177 or to acquire any greater right or interest therein than the right to use the whole or part of the same for the purpose of constructing and maintaining the improvements or any part or parts thereof but the Council may purchase and acquire and the owners of and other persons interested in the said properties respectively shall sell to the Council if required such right or easement as aforesaid.

Agreements with owners of property &c.

46. Subject to the provisions of this Act the Council may in connection with the powers granted to them by this Act enter into and carry into effect agreements with any owners of property or other persons interested in lands houses or property abutting on any part of the improvements with respect to the sale by the Council to such person of any lands houses or property or any rights or easements in on or affecting the same (including the site of any street way court passage or alley or any part thereof appropriated by the Council under the powers of this Act and not required for the improvements) for such consideration as may be agreed upon between the Council and such owners or other persons and the Council may accept as satisfaction of the whole or any part of such consideration the grant by such owner or person of any lands or other property required by the Council for the purposes of this Act.

Power to retain sell &c. lands.

47. Notwithstanding anything in the Lands Clauses Acts or in any other Act or Acts to the contrary the Council may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and in case of sale either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest therein acquired by them under this Act and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands or interests therein and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange.

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Period for compulsory purchase of lands.

48. The powers of the Council for the compulsory purchase or taking of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

For protection of Herbert James Hope-Edwardes.

49. For the protection of Herbert James Hope-Edwardes and his sequels in estate or other the owner or owners for the time being of the estates in the parishes of Ealing and Old Brentford of which the said Herbert James Hope-Edwardes is the tenant for life (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the Council and the owner apply and have effect (that is to say):—

(1) If the Council acquire under the provisions of this Act any part of the property numbered on the deposited plans 158 in the parish of Old Brentford the Council shall purchase the whole of such property under such provisions:

(2) If the Council acquire under the provisions of this Act any lands of the owner other than the said property numbered 158 and shall at any time thereafter desire to sell such lands or any part thereof then sections 128 to 132 of the Lands Clauses Consolidation Act 1845 shall notwithstanding anything in this Act to the contrary apply in relation to and for the benefit of the owner.

PART IV.

FINANCIAL.

Power to Council to borrow.

50.—(1) The Council may for the purpose of carrying out the improvements and other purposes of this Act including the acquisition of land and compensation for injury and damage and for the payment of the expenses by this Act authorised (including the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act) borrow such money as they may from time to time think fit not exceeding the sum of one hundred and twenty-five thousand seven hundred pounds and with the consent of the Local Government Board such further moneys as may from time to time be necessary for any of the aforesaid or other purposes of this Act.

(2) The Council shall pay off any moneys borrowed by them under this section for the under-mentioned purposes in connection with the improvements within the respective periods herein-after set forth (that is to say):—

Purpose.	Period for Repayment.
Acquisition of lands - - - - -	Sixty years from the date or dates of borrowing.
Construction of bridges - - - -	Sixty years from the date or dates of borrowing.
Excavation and embankments - - -	Sixty years from the date or dates of borrowing.
Concrete - - - - - - -	Thirty years from the date or dates of borrowing.
Surface work of roadways and footways -	Ten years from the date or dates of borrowing.

(3) The Council shall pay off any money borrowed by them for the payment of the costs charges and expenses referred to in the section of this Act whereof the marginal note is "Costs of Act" within five years from the passing of this Act and any moneys borrowed by the Council with the sanction of the Local Government Board shall be paid off within such period not exceeding sixty years as that Board may in each case prescribe.

(4) In calculating the amounts which the Council may borrow under the Local Government Act 1888 or any other enactment the amounts borrowed by the Council under or in pursuance of this Act shall not be reckoned but subject as aforesaid any loan so borrowed shall be borrowed under and subject to the provisions (so far as applicable) of the said Act of 1888 as amended by this Act save that the consent of the Local Government Board shall not be required to the borrowing or the period of repayment of the said sum of one hundred and twenty-five thousand seven hundred pounds.

(5) All sums of money which the Council may from time to time require for the repayment of and the annual interest payable on the moneys so borrowed shall subject to the provisions of this Act be defrayed by them as payments for general county purposes within the meaning of and as authorised by the Local Government Act 1888.

Contributions by Brentford

51.—(1) The Brentford Council and the Heston and Isleworth Council may respectively make contributions towards the

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and Heston and Isleworth Councils to improvements.

cost of the construction of the improvements or any part or parts thereof to such extent as may be agreed between such councils respectively and the Council.

(2) The Brentford Council and the Heston and Isleworth Council respectively may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any Act of Parliament or Provisional Order borrow at interest the respective amounts contributed by them under this section and the provisions of sections 236 to 239 of the Public Health Act 1875 shall be applicable to any mortgage granted by the respective councils under this section Any moneys borrowed by the respective councils under this section and the interest payable thereon shall be respectively charged on the district fund and general district rate of their urban district and shall be repaid within sixty years from the date of borrowing the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act and in calculating the amounts which the said councils respectively may borrow under the said Act of 1875 or any other enactment the amounts borrowed under this section shall not be reckoned.

Returns to Local Government Board as to repayment of debt.

52.—(1) The clerk of the Council and the clerks of the Brentford and Heston and Isleworth Councils respectively shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be prescribed by that Board and if required by that Board verified by statutory declaration of the clerk making the return showing as regards the Council on whose behalf the return is made for the year next preceding the making of such return or for such other period as that Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which

any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of any such clerk failing to make such return he shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(2) If it appears to the Local Government Board by any such return or otherwise that any such council as aforesaid have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund to any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

Application of moneys from sale of materials &c.

53. The Council shall subject as in this section is provided apply all moneys from time to time received by them in respect of any contribution from the Brentford Council or the Heston and Isleworth Council under this Act or in respect of the sale of materials by this Act authorised or in exercise of the powers conferred by the sections of this Act of which the marginal notes are "Agreements with owners of property &c." and "Power to retain sell &c. lands" in or towards paying off moneys borrowed and for the time being owing by the Council under this Act and such application shall be in addition to and not in substitution for any other mode of extinguishment provided by this Act:

Provided that if at any time the Council shall have in their hands moneys so received by them they may at their discretion apply the said moneys or any part thereof as part of

A.D. 1914.

the capital authorised to be raised under the section of this Act whereof the marginal note is "Power to Council to borrow" in lieu of borrowing further moneys under the provisions of the said section.

PART V.

MISCELLANEOUS.

Amendment of section 69 of Local Government Act 1888.

54. Notwithstanding anything contained in the Local Government Act 1888 the period within which the Council shall be required to repay any loan borrowed under the provisions of section 69 of that Act shall be such period not exceeding sixty years as the Council may determine and the Local Government Board may approve in each case.

Agreements with Road Board.

55. The Council may make and carry into effect agreements and arrangements with the Road Board as to any advances to be made by the board to the Council for or for facilitating any purposes of this Act and in respect of or in relation to the execution by the Council of any such purpose.

Compensation how to be determined.

56. When any compensation costs damages or expenses is or are by this Act directed to be paid by the Council and the method for determining the amount thereof is not otherwise provided for such amount shall in case of dispute be ascertained in the manner provided by the Public Health Acts.

Arbitration.

57. Any question or difference arising under this Act the settlement or determination whereof is not otherwise provided for thereunder shall be referred to and determined by a single arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

Saving Council's rights under Development and Road Improvement Funds Act 1909.

58. Nothing in this Act shall be deemed to limit or affect any rights powers or privileges of the Council under the Development and Road Improvement Funds Act 1909.

Costs of Act.

59. The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act as taxed by the taxing officer of the House of Lords or of the House of Commons shall be paid by the Council out of the county fund as a general county purpose or out of moneys to be borrowed under this Act.

SCHEDULE referred to in the foregoing Act.

DESCRIPTION OF PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN.

Parish.	Numbers on deposited Plans.
Heston- - - - - - -	9 14 16.
Isleworth - - - - - -	64 180.
Old Brentford - - - - -	91 92 153 155 155A 165 166.

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