

**CHAPTER lxxxiii.**

An Act to empower the Central London Railway Company to construct new railways to authorise arrangements between the Company and the Great Western Railway Company and for other purposes. [18th August 1911.] A.D. 1911.

WHEREAS the Central London Railway Company (in this Act called "the Company") have under the powers conferred upon them by the Central London Railway Acts 1891 to 1907 constructed an underground railway between Shepherds Bush and the Bank of England in the city of London and under the powers of the Central London Railway Act 1909 are constructing an extension of their railway to Liverpool Street:

And whereas it would be of public and local advantage if the Company were authorised to extend their railway from its existing termination at Wood Lane so as to join the authorised Ealing and Shepherds Bush Railway of the Great Western Railway Company (in this Act referred to as "the Great Western Company"):

And whereas it is expedient that arrangements between the Company and the Great Western Company should be authorised as by this Act provided:

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

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And whereas it is expedient that the Company and the Great Western Company should be authorised to apply their funds for the purposes of this Act:

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

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

Short and collective titles.

1. This Act may be cited as the Central London Railway Act 1911 and the Central London Railway Acts 1891 to 1909 and this Act may be cited together as the Central London Railway Acts 1891 to 1911.

Incorporation of general Acts.

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

The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863.

Interpretation.

3. 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 expressions "the railway" or "the railways" mean the railways by this Act authorised;

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

The expressions "the Act of 1891" "the Act of 1892" "the Act of 1902" "the Act of 1907" and "the Act of 1909" respectively mean the Central London Railway Acts of 1891 1892 1902 1907 and 1909 respectively;

The expression "the Act of 1905" means the Great Western Railway (New Railways) Act 1905.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described with all necessary and proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for those purposes.

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Power to
make works.

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

Description
of works.

- (1) A Railway No. 1 (1 furlong and 6·5 chains in length) commencing by a junction with the existing down line of the Company's railway at a point twenty yards or thereabouts north of the mouth of the down tunnel near Wood Lane Station and terminating on the south side of the road adjoining the premises known as No. 68 Wood Lane at a point eleven yards or thereabouts east of Wood Lane:
- (2) A Railway No. 2 (1 furlong and 1 chain in length) commencing by a junction with the existing up line of the Company's railway at a point twenty yards or thereabouts north of the mouth of the up tunnel near Wood Lane Station and terminating at the point of termination of Railway No. 1:
- (3) A Railway No. 3 (3 furlongs and 2·63 chains in length) commencing at the point of termination of Railways Nos. 1 and 2 and terminating by a junction with the down line of Railway No. 3 authorised by the Act of 1905 at a point on that railway two miles or thereabouts from its commencement as shown on the plans deposited in respect of the Act of 1905 with the clerk of the peace for the county of London:
- (4) A Railway No. 4 (3 furlongs and 2·63 chains in length) commencing at the point of termination of Railways Nos. 1 and 2 and terminating by a junction with the up line of the said Railway No. 3 authorised by the Act of 1905 at the point of termination of Railway No. 3.

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Saving for sections 26 and 27 of Act of 1905.

6. Nothing contained in this Act or shown upon the deposited plans shall in any way vary prejudice or affect the provisions of sections 26 and 27 of the Act of 1905.

Period for compulsory purchase of lands.

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

As to private rights of way over lands taken compulsorily.

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

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

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

Power to deviate laterally.

10. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon.

11. The provisions contained in the sections of the Acts of 1891 1902 1907 and 1909 which are mentioned or referred to in the Second Schedule to this Act shall so far as applicable extend and apply to the railway and works by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto respectively. Provided always that wherever in those provisions district boards of works or vestries are mentioned or referred to the same shall be read and construed as if metropolitan borough councils had been mentioned or referred to therein instead of boards of works or vestries.

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Incorporating certain provisions of existing Acts.

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

For protection of London County Council.

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

(2) Railways Nos. 1 and 2 by this Act authorised shall for the purpose of fixing and charging fares for workmen be deemed to form part of the existing railways of the Company and if and so long as Railways Nos. 3 and 4 form part of the undertaking of the Company and a station shall be constructed thereon the Company shall issue through tickets for workmen from Liverpool Street Station to such station at a fare not exceeding three pence return.

13. For the protection of the council of the metropolitan borough of Hammersmith (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company have effect (that is to say):—

For protection of Hammersmith Borough Council.

The provisions contained in sections 55 56 and 85 of the Act of 1891 and in section 22 subsections (A) and (B) of the Act of 1907 shall so far as may concern the council

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of the metropolitan borough of Hammersmith extend and apply to the railway and works by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act with reference thereto respectively. Provided always that wherever in those provisions vestries are mentioned or referred to the same shall be read and construed as if the council were a vestry and that in construing for the purposes of this Act section 85 of the Act of 1891 the expression "the protected companies" shall mean and include the council in so far as the council's works for the supply of electricity are concerned and the provisions of subsection 7 of the said section 85 shall apply to the council as though it were one of the electric supply companies therein named.

For protection of
Royal
borough of
Kensington.

14. The following provisions for the protection of the mayor aldermen and councillors of the Royal borough of Kensington (in this section referred to as "the council") shall unless otherwise agreed between the Company and the council apply and have effect:—

- (1) The Company shall construct Railways Nos. 1 and 2 by this Act authorised and the incidental works connected therewith where the same are intended to pass through or under the property of the council known as the Wood Lane Depôt of the council and numbered on the deposited plans 3 in the borough of Hammersmith (which with the exception of the part referred to in subsection (5) of this section is in this section referred to as "the depôt") on the system known as cut and cover and at such a level that after the completion and covering over thereof the council shall be able to use and enjoy the whole of the surface of the depôt at the present surface level thereof as fully in all respects as they do or could have done if the said railways and works had not been constructed:
- (2) The Company shall at their own expense construct the said railways and all works both temporary and permanent necessary or incidental to the construction thereof on over under or affecting the property of the council and also any temporary access to the depôt and all other works to be carried out by the Company

under the provisions of this section (all of which are in this section referred to as "the works") in accordance with the provisions of this section and with such materials and of such strength as may be reasonably required by the engineer of the council (in this section called "the borough engineer") and in accordance with plans sections and specifications previously submitted to and approved in writing by the borough engineer. The Company shall not commence the works or any part thereof or enter upon or interfere with any land or property of the council until plans sections and specifications of the works or such part thereof as aforesaid have been so submitted and approved. Provided always that if the borough engineer shall for the period of twenty-one days after such plans sections and specifications have been submitted to him neglect or refuse to approve or shall disapprove the same then the works shall be constructed according to plans sections and specifications to be approved by an arbitrator to be appointed as herein-after provided:

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- (3) If the free access from Wood Lane to any part of the depôt shall be interfered with during the construction of the works the Company shall provide such temporary access thereto as the borough engineer may reasonably require and generally shall so far as practicable carry out the construction of the works in such a way as to cause the least interruption to the user and working of the depôt:
- (4) The works shall after commencement thereof be proceeded with continuously and with all practicable dispatch and shall be completed within eighteen months after the commencement thereof:
- (5) The council shall if required by the Company convey to the Company for an estate in fee simple in possession free from incumbrances except the right of way over the same of the electric lighting companies herein-after mentioned the strip of land coloured red on the plan signed by Basil Mott on behalf of the Company and by Alfred Robert Finch on behalf of the council (which plan is in this section referred to as "the

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said plan") and shall also grant to the Company an easement or right of using so much of the lands of the council as may be necessary for the construction of the said railways and the incidental works under the property of the council in accordance with the provisions of this section. In consideration thereof the Company shall pay to the council the sum of two thousand pounds and shall convey or procure to be conveyed by the Great Western Company to the council free of cost for an estate in fee simple in possession free from incumbrances the piece of land coloured green on the said plan. The council shall accept the title of the Great Western Company to such piece of land. Except as in this subsection provided the Company shall not for the purposes of this Act (except with the previous consent of the council under their corporate seal) purchase or acquire any lands or property of the council:

- (6) During the construction of the works the Company shall bear and on demand pay to the council the reasonable expenses of the employment by them of any person the council may think it necessary to appoint to inspect and watch the works and operations of the Company during the execution thereof:
- (7) The Company shall at all times maintain the said railways and all the works connected therewith and incidental thereto so far as constructed through or under the property of the council in substantial repair:
- (8) If the Company construct the said railways they shall if necessary underpin the disinfecting station of the council at the depôt and shall make good any fractures or settlements that may at any time occur to the disinfecting station caused by or arising from the execution of the works or the working of the railways and any fracture or settlement occurring shall be deemed to have been caused by or to have arisen from the execution of the works or the working of the railways unless the contrary shall be proved:
- (9) The Company shall contemporaneously with the execution of the works at their own expense construct in

accordance with drawings to be prepared by the borough engineer and to be subject to the reasonable approval of the Company a new boundary wall along the frontage of the depôt abutting on Wood Lane with a gatehouse and entrances in such positions and make such alterations in and to the buildings roads sewers drains levels and other erections and works of the council connected with the depôt as the borough engineer shall consider to be reasonably necessary consequent upon the construction by the Company of the said railways and the execution of the works The Company shall also if required by the council by notice in writing served on the Company at any time during the execution of the works pull down the house of their manager and the office and weigh-bridge on the depôt and rebuild the same in such other position on the depôt with similar accommodation to that now afforded at the said house office and weighbridge as the council may select:

- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council by reason of the execution working or maintenance of the said railways and the works or by reason of any act or omission of the Company or of their contractors or of any persons in their employ and the Company shall effectually indemnify and hold harmless the council from all claims and demands made upon or against them by reason of such execution working or maintenance or such act or omission:
- (11) Any dispute or difference arising between the council and the Company with respect to the foregoing provisions of this section or any of them shall be determined by an arbitrator to be agreed upon between the council and the Company or failing agreement to be appointed on the application of either the council or the Company by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such arbitration:

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(12) The council shall if required by the Company afford to the Kensington and Knightsbridge Electric Lighting Company Limited and the Notting Hill Electric Lighting Company Limited (in this section hereinafter referred to as "the electric lighting companies") access to and from the electric lighting companies' property over the temporary access to be provided by the Company under subsection (2) of this section and after the completion of the said railways and works similar access so far as possible from Wood Lane to the property of the electric lighting companies as that now afforded by the council to the electric lighting companies.

Arrange-
ments with
Great West-
ern Railway
Company.

15. For the protection of the Great Western Company the following provisions shall unless otherwise agreed between that company and the Company apply and have effect (that is to say) :—

- (1) With respect to any land of the Great Western Company which the Company are by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Western Company may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (2) Subject to the provisions of this Act the junctions of Railways Nos. 3 and 4 by this Act authorised shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner at such times and according to such mode of construction as shall be reasonably approved of by the Great Western Company :
- (3) The Great Western Company may at their own expense at any time or times hereafter should it be necessary or desirable for them to do so alter or remove the said junctions or either of them and substitute a new junction or junctions therefor but so as that such alteration or removal or substituted junction or junctions as the case may be shall not stop the traffic of the railway so interfered with or unnecessarily

interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction or junctions as the case may be or the signals works and conveniences connected therewith: A.D. 1911.

(4) If the Great Western Company so elect and give notice in writing to the Company within six months of the passing of this Act of their intention so to do they shall themselves with all reasonable dispatch and subject to the provisions of this Act construct Railways Nos. 3 and 4 by this Act authorised and the Company shall not directly or indirectly oppose but shall support and assist any application the Great Western Company may make in any future session of Parliament for the transfer to and vesting in them of the said railways and from and after such transfer and vesting the said railways shall for the purposes of this section be deemed to form part of the Ealing and Shepherds Bush Railway as if the same had formed part thereof at the passing of this Act:

(5) The Great Western Company shall with all reasonable dispatch after the passing of this Act--

(A) Construct as a double line of railway Railway No. 2 authorised by the Great Western Railway (New Railways) Act 1905 and the portion of Railway No. 3 by the same Act authorised westward of the termination of Railways Nos. 3 and 4 authorised by this Act;

(B) Lay down two additional lines of rails adjoining the northern side of their main line of railway between the commencement of the said Railway No. 2 and their Ealing Broadway Station and the same shall for the purposes of this section be deemed to form part of the Ealing and Shepherds Bush Railway;

(C) Provide at their Ealing Broadway Station and at their North Acton Station suitable accommodation for dealing with the trains of the Company including platforms adapted for such trains and facilities for passengers changing from the trains of one company into the trains of the other;

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(D) Lay down such permanent way and instal such system of signalling on the Ealing and Shepherds Bush Railway as shall be suitable for the running of the trains of the Company; and

(E) Equip the said railway for electric traction on the system at present adopted by the Company and provide the electrical current requisite for the working by the Company of their trains thereover:

(6) On and after the opening of the Ealing and Shepherds Bush Railway for public traffic the Great Western Company shall maintain and repair the same together with all stations signals and electrical equipment thereon and provide and employ all such station masters booking clerks porters signalmen and servants as may be necessary for the proper and efficient user of the said railway and for the reception accommodation and delivery of traffic thereon:

(7) The Company shall with all reasonable dispatch construct the railways by this Act authorised except as otherwise provided by subsection (4) of this section together with all necessary and proper electrical equipment signals works and conveniences and shall thereafter maintain the same and shall also provide staff and maintain such additional platforms and station accommodation works and conveniences at Wood Lane as may be necessary or convenient for the purposes of the through service of trains next hereinafter mentioned. The railways by this Act authorised and other works to be constructed by the Company as aforesaid shall be completed and opened for traffic contemporaneously with the completion and opening of the Ealing and Shepherds Bush Railway:

(8) From and after the completion and opening for traffic of the Ealing and Shepherds Bush Railway and the railways by this Act authorised and the additional platforms and station accommodation works and conveniences at Wood Lane the Company shall from time to time provide and run over the said railways such a service of through passenger trains including the necessary staff stores and conveniences between

their Liverpool Street terminus and Ealing Broadway Station and at such times as will adequately develop the traffic between the systems of the Company and the Great Western Company. The terms and conditions to be observed and fulfilled and the payments allowances or other considerations to be made by either of the companies to the other of them in respect of such service the number of trains to be provided and run and the number of cars per train and the times at which such trains shall be run shall be such as may be agreed between the Company and the Great Western Company or failing agreement as may be settled by arbitration as herein-after provided:

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- (9) The Company may demand and take upon and in respect of the said railways of the Great Western Company the rates and charges which that company are entitled to demand and take and through fares including rates for season tickets between Great Western stations and Central London stations as may from time to time be agreed upon between the Company and the Great Western Company shall be put into operation as soon as the said service of trains is established:
- (10) The drivers and guards in charge of the Company's trains whilst on the Ealing and Shepherds Bush Railway shall be subject to the byelaws rules and regulations of the Great Western Company and to the reasonable orders and requirements of the proper officers of that company:
- (11) If any difference shall arise between the Company and the Great Western Company under this section such difference shall unless otherwise agreed be determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question and matter so referred shall be deemed to be in difference between the two companies.

16. For the protection of the Great Western and Metropolitan Railway Companies (in this section called "the joint companies") the owners of the Hammersmith and City Railway (in this section called "the joint railway") the following provisions shall unless otherwise agreed between the Company

For protection of Great Western and Metropolitan Railway Companies.

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- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not enter upon take use or interfere with either permanently or temporarily or purchase or acquire any lands belonging to or used by the joint companies which the Company are by this Act authorised to take use enter upon or interfere with for the purposes of the Railways Nos. 1 and 2 by this Act authorised and the works connected therewith but the Company may purchase and take and the joint companies shall sell and grant accordingly so far as their interest in the said lands extends an easement or right of using the same for the purposes of the Railways Nos. 1 and 2 by this Act authorised subject to and in accordance with the provisions of this section:
- (2) The Company shall pay to the joint companies for the easement or right which they may acquire under the provisions of this section such consideration as may be agreed upon or as may be fixed in the event of difference by arbitration in the manner provided by the Lands Clauses Acts with respect to the settlement of disputed compensation:
- (3) The Company shall twenty-eight days before they commence the construction of any part of the Railways Nos. 1 and 2 by this Act authorised which shall or may pass under or affect the joint railway furnish to the joint companies proper and sufficient plans sections and specifications of the works proposed to be made by the Company under or adjacent to the joint railway and for a distance of fifty lineal feet on each side thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the joint companies or in case of their failing to agree or of any difference arising between them the same shall be referred for determination to arbitration as herein-after provided and such works shall be carried into effect only in accordance with

such agreement or determination and under the superintendence and to the reasonable satisfaction of the respective engineers of the joint companies and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with and completed with all reasonable dispatch Provided that if for a space of twenty-eight days after the said plans sections and specifications have been delivered to them the joint companies fail to signify their disapproval thereof they shall be deemed to have approved of the same:

- (4) In passing under the viaduct or arches carrying the joint railway and the abutments and works connected therewith (herein-after called "the viaduct") and the lands of the joint companies on each side thereof the Company shall not without the consent in writing of the joint companies which shall not be unreasonably withheld vary the centre line or levels of the Railways Nos. 1 and 2 shown on the deposited plans and shall not permanently alter or interfere with the surface of the lands of the joint companies under or on either side of the viaduct and if during the construction of the said Railways Nos. 1 and 2 the Company shall require to occupy and use the surface of the said lands they shall provide at all times such temporary means of access to and from Wood Lane from and to the said lands as the joint companies shall reasonably require and shall indemnify the joint companies from all claims and demands of their tenants of the said lands:
- (5) Before commencing the construction of any works which may affect the stability of the viaduct the Company shall if required by the joint companies so underpin the viaduct strengthen the piers thereof and execute such other protective works as the respective engineers of the joint companies shall deem necessary for ensuring the safety of the viaduct and the works when commenced shall be proceeded with and completed with all reasonable dispatch Provided always that if the joint companies so elect they may themselves construct such works at the expense of the Company:

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- (6) The Company shall at all times and for ever hereafter maintain and keep so much of the railways beneath the viaduct and the underpinning or protective works aforesaid in good substantial and safe repair and condition to the satisfaction of the respective engineers of the joint companies and such engineers and those authorised by them or either of them shall at all times have free access to the railway and every facility shall be afforded them for inspection thereof and every notice which they may give touching any defect or want of repair shall as soon as possible be complied with by the Company:
- (7) If during and by the execution of the works by this Act authorised the joint railway or other property of the joint companies shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the joint companies may make good the same and recover the costs thereof against the Company:
- (8) The Company shall not in making and maintaining or in working or using the Railways Nos. 1 and 2 by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the joint railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the joint railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the joint companies for each such obstruction one hundred pounds by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue and so in proportion for any period of less than one hour:
- (9) All reasonable fees costs charges and expenses in respect of any of the matters in this section contained shall be borne and on demand paid by the Company who during the construction renewal or repair of the Railways Nos. 1 and 2 by this Act authorised under and adjacent to the joint railway and other property

of the joint companies shall bear and on demand shall pay to the joint companies the reasonable costs charges and expenses of the employment by the joint companies of a sufficient number of inspectors or watchmen to be appointed by them for watching the joint railway and the works and conveniences connected therewith with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Company or from the acts or defaults of their contractors or of any person in their employ or otherwise : A.D. 1911.

(10) If at any time the engineers of the joint companies shall be of opinion that the construction or maintenance of the works or other operations of the Company are or may be attended with danger to any portion of the joint railway or other property of the joint companies the Company shall forthwith adopt such additional measures and precautions as the engineers of the joint companies may reasonably consider necessary for the purpose of preventing damage or injury thereto :

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

(12) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the joint companies all costs losses damages and

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expenses which may be occasioned to the joint companies or to any of their works lands or property or to any person using or occupying the same whether as tenant or otherwise or to the traffic on the joint railway or otherwise by reason of the construction maintenance or failure of the Railways Nos. 1 and 2 by this Act authorised and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the joint companies from all claims and demands upon or against them by reason of such construction maintenance or failure and of any such act or omission:

- (13) Nothing in this section contained shall render the Company liable to make compensation to the joint companies by reason of abstraction of traffic or competition:
- (14) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the joint companies or with any requirement of the joint companies or under the supervision of their engineers or in accordance with any direction or award of an arbitrator shall not excuse the Company from any liability for damage caused to the joint railway or other property of the joint companies or affect any claim by them for injury caused to the joint railway or the traffic thereon or demands of any other company or person using the same:
- (15) In addition to the provisions in this section contained the joint companies shall be entitled to the benefit of any general provisions contained in or incorporated with this Act for the protection of owners of property in relation to damage resulting from the working and user of the Railways Nos. 1 and 2 by this Act authorised and the works in connexion therewith:
- (16) Any question by this section (other than subsection (2) thereof) referred to arbitration and any difference which may arise between the Company and the joint companies as to the reasonableness of any requirement

of the joint companies or of their engineers or otherwise under the provisions of this section shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and save as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

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17.—(1) Nothing in this Act contained shall prejudice or affect the right of the Metropolitan Railway Company to claim that the promotion of the railways by this Act authorised or any or either of those railways is a breach of the provisions of the agreement dated fourteenth January one thousand eight hundred and sixty-five and made between the Great Western Company and the Metropolitan Railway Company and scheduled to and confirmed by the Great Western Railway (Additional Powers) Act 1865 and if such claim be established to recover from the Great Western Company damages in respect thereof.

For protection of Metropolitan Railway Company.

(2) If within five years from the date of the passing of this Act an application shall be made to Parliament for the purpose of authorising a junction and through running of trains between the Hammersmith and City Railway and the Ealing and Shepherds Bush Railway authorised by the Act of 1905 the Company shall not oppose such application on the ground of competition.

18. For the protection of the Kensington and Knightsbridge Electric Lighting Company Limited and the Notting Hill Electric Lighting Company Limited (in this section called "the lighting companies") the following provisions shall unless otherwise agreed apply and have effect:—

For protection of Kensington and Notting Hill Electric Lighting Companies.

(1) The provisions of section 85 of the Act of 1891 shall so far as applicable extend and apply to the railway and works by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been specially re-enacted in this Act with reference thereto respectively and the said section shall be read and construed as if the lighting companies had been therein specifically mentioned:

(2) If in constructing the works by this Act authorised it shall be necessary to interfere with or alter any mains pipes tubes wires or other apparatus belonging

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to the lighting companies such interference or alteration shall be carried out at the expense of the Company and in accordance with the provisions of section 85 of the Act of 1891:

- (3) During the construction of Railways Nos. 1 and 2 the Company shall provide temporary access from Wood Lane to the roadway forming part of the property numbered 3 on the deposited plans which shall be available to the lighting companies and after the completion of the works similar access over and by means of the diverted road which shall be constructed by the Company.

For pro-
tection of
Postmaster-
General.

19. In the event of the railways or the Ealing and Shepherds Bush Railway authorised by the Act of 1905 (in this section together referred to as "the railway") being worked by electricity the following provisions shall have effect:--

- (1) The Company shall construct their electric lines and other works of all descriptions for the purposes of the railway and shall work their undertaking in connexion with the railway in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their said electric lines and other works of all descriptions and the working of their said undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration:
- (2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their said electric lines and works or by the working of their said undertaking the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:
- (3) Before any electric line is laid down or any act or work for working the railway by electricity is done

within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration:

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- (4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company used or intended to be used for the purposes of the railway is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the said works or to the working of the railway the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company for the purposes of the railway enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations:
- (5) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if

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the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :

- (6) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :
- (7) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work :
- (8) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :
- (9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882 :
- (10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply to any such arbitration :
- (11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid :

(12) In this section the expression "the Company" means and includes the Company or the Great Western Company as regards so much of the railway as shall for the time being be owned or worked by them respectively any person (other than the Company and the Great Western Company) owning working or running carriages on the railway and any person providing or supplying electrical energy for the purpose of working the railway. A.D. 1911.

20. If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway. Imposing
penalty
unless rail-
way opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

21. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered Application
of penalty.

A.D. 1911. with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Period for
completion
of works.

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

Rates and
charges.

23. The Company may demand and take for the conveyance of passengers and for small parcels conveyed upon the railway any rates or charges not exceeding those authorised by the Act of 1891 and sections 103 to 108 of that Act and section 38 of the Act of 1892 shall extend and apply to the rates and charges by this Act authorised as if the railway by this Act authorised were part of the railways authorised by the Act of 1891.

Power to
apply funds.

24. The Company and the Great Western Company respectively may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are by any of their Acts authorised to raise and which may not be required for the purposes of those Acts respectively.

25. Nothing in this Act contained shall exempt the Company or the Great Western Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company or the Great Western Company.

A.D. 1911.
Provision
as to general
Railway
Acts.

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

Costs of Act.

A.D. 1911. The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Area.	Nos. on Deposited Plans	Description of Property.
Metropolitan borough of Hammersmith in the county of London.	RAILWAYS NOS. 1 AND 2.	
	3	Stoneyard general store stables disinfecting station cottage office gatekeeper's lodge and roadway.
	4	Railway and works arches shop and land.
	16	House gardens fields sandpit coach-houses workshops stables piggeries sheds granaries stores occupation roads office yard and authorised railway.
	RAILWAYS NOS. 3 AND 4.	
	16	House gardens fields sandpit coach-houses workshops stables piggeries sheds granaries stores occupation roads office yard and authorised railway.
	17	House forecourt yard and premises.
	18	House approach gardens and greenhouses.

SECOND SCHEDULE.

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NUMBERS AND MARGINAL NOTES OF SECTIONS INCORPORATED.

Act of 1891.

- 8. Motive power.
- 34. Persons authorised to convey lands may grant easements.
- 46. As to entrances at stations &c.
- 49. For the protection of sewers of the Council.
- 51. Buildings not to be brought beyond general line.
- 52. Walls of buildings to be made good.
- 54. Exhibition of placards in the county of London.
- 69. Deposit of objects of interest.
- 97. Company empowered to underpin or otherwise strengthen houses near railway.

Act of 1902.

- 7. Power to retain sell &c. lands.

Act of 1907.

- 21 (Subsection 1). For protection of London County Council.

Act of 1909.

- 27. As to erection of buildings.
- 33. As to fares on Sundays and holidays.

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Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above mentioned matter. The same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours truly,
[Signature]

Very truly,
[Signature]