

**CHAPTER lxxiii.**

An Act to empower the Central London Railway Company to construct new railways to authorise agreements between that Company and the London and South Western Railway Company and for other purposes. A.D. 1913.

[15th August 1913.]

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 1909 constructed an underground railway between Shepherd's Bush and Liverpool Street and under the powers of the Central London Railway Act 1911 are authorised to construct an extension of their railway to the Ealing and Shepherd's Bush Railway of the Great Western Railway Company:

And whereas it would be of public and local advantage if the Company were authorised to extend their railway from Shepherd's Bush so as to join the railway of the London and South Western Railway Company (in this Act referred to as "the South Western Company") at Gunnersbury:

And whereas it is expedient that agreements between the Company and the South 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 clerks of the

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

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 1913 and the Central London Railway Acts 1891 to 1911 and this Act may be cited together as the Central London Railway Acts 1891 to 1913.

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 provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters or contained in the following sections thereof (that is to say) :—

The construction of the railway and the works connected therewith ;

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

The regulation and use of the railway ;

The settlement of disputes by arbitration ;

Sections 138 and 139 (as to service of notices and tender of amends) ; and

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

Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863; and A.D. 1913.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

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

The making of dividends;

The giving of notices; and

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

Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III.

(relating to debenture stock) of the Companies Clauses

Act 1863 as amended by subsequent Acts.

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— Interpreta-
tion.

The expression “the railway” or “the railways” means the railways by this Act authorised;

The expression “the underground railway” means and includes the railways excepting so much of Railway No. 5

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as extends for a distance of three hundred and forty-seven yards or thereabouts from its termination;

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 1891 1892 1902 1907 and 1909 respectively.

Power to
make works.

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 and works herein-after described with all necessary and proper stations platforms approaches stairs passages subways tunnels sidings shafts lifts escalators stagings buildings apparatus plant depôts machinery appliances works and conveniences connected therewith and may subject as aforesaid 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:

Provided always that nothing in this Act shall authorise the Company except for the purpose of making trial borings and except as provided by the section of this Act of which the marginal note is "Restrictions on breaking up surface of streets" to enter upon take or use the surface of any common or commonable lands or any public street or road but (subject as aforesaid) the Company may appropriate and use without payment of compensation therefor the subsoil and under surface of any common or commonable lands or of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes aforesaid.

Description
of works.

5. The railways and works herein-before referred to and authorised by this Act will be situate in the counties of London and Middlesex and are—

A Railway No. 1 (2 furlongs 1·1 chains in length) commencing by a junction with the existing railway of the Company under Uxbridge Road at a point sixteen yards

or thereabouts east of Providence Place and terminating under Goldhawk Road at a point twenty-two yards or thereabouts west of Bamborough Gardens : A.D. 1913.

A Railway No. 2 (1 furlong 9·16 chains in length) commencing by a junction with the existing railway of the Company under Uxbridge Road at a point fifty-eight yards or thereabouts west of Providence Place and terminating at the point of termination of Railway No. 1 :

A Railway No. 3 (1 furlong in length) commencing by a junction with Railway No. 1 under Shepherd's Bush Common at a point twenty yards or thereabouts north of the northern end of Camden Gardens and terminating by a junction with the existing railway of the Company under Caxton Road at a point thirty-three yards or thereabouts north of Uxbridge Road :

A Railway No. 4 (2 miles 0 furlongs 1·5 chains in length) commencing at the point of termination of Railways Nos. 1 and 2 and terminating at a point under High Road Chiswick at or near its junction with Sutton Lane :

A Railway No. 5 (3 furlongs 3·9 chains in length) commencing at the point of termination of Railway No. 4 and terminating by a junction with the railway of the South Western Company on the north-western side of Gunnersbury Station at a point fifty yards or thereabouts measured in a south-westerly direction from the footbridge at that station.

6.—(1) The underground railway shall except as hereinafter provided be constructed in two tunnels for separate up and down traffic in accordance with the provisions of this section and shall be approached by means of stairs and hydraulic or other lifts or escalators. General provisions as to mode of construction.

(2) (A) The tunnels of which the underground railway consists (including those for the stations) shall be constructed by means of steel or other sufficient metal shields driven forward or onward by hydraulic or other pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces All such tunnels shall be lined throughout

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(B) Every shaft shall be constructed as a cylinder of iron sunk from the surface of the earth to a depth of at least eight feet below the surface of the London clay at each such shaft. Every such shaft shall below the said depths be constructed in manner aforesaid or by underpinning :

(c) The station tunnels shall not have an internal diameter exceeding twenty-three feet and the tunnels between the stations shall not (except where necessary for adjustment at curves) have an internal diameter exceeding thirteen feet and the internal diameter of the shafts shall not exceed forty feet. Provided always that where necessary or expedient for the purposes of junctions and crossovers the underground railway may be constructed in a single tunnel having an internal diameter not exceeding twenty-six feet.

(3) Sufficient trial borings shall be kept ahead of the works in connexion with the underground railway in all tunnels and shafts in order to ascertain by frequent examinations the nature of the soil in advance of the working faces and the Company may in any street make such borings subject to such reasonable restrictions as to surface borings as the authority having the maintenance of that street may impose.

(4) Any space between the lining of the tunnels (including stations) of the underground railway and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure.

(5) Before commencing any of the above works at any point the Company shall provide air-compressing machinery sufficient to provide a proper quantity of air at such pressure as will prevent the advent or inflow of any sand gravel water or soil and the Company shall take such precautions that they may at any time during the progress of the work be able to carry on the tunnelling under compressed air. All such machinery shall be kept in full working order until the completion of the works in respect of which it is to be used and shall be used at the working faces whenever the use thereof is for any reason reasonably necessary or prudent.

(6) Should the nature of the soil extracted by means of the said trial borings be such as to show that it would be reasonably

necessary or prudent to work at any working face under compressed air then the Company shall immediately stop all further excavating work and the further driving of the tunnel at such working face until the said machinery and apparatus is in position and in full working order and the work at such working face shall be carried on under compressed air until the said trial borings shall show that such precautions may be reasonably and prudently dispensed with.

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(7) Except in the case of unforeseen accident or for the purpose of removing rain-water or other trifling amounts of water no use shall be made of pumping or other modes of removing water from the work. The compressed air shall be used as herein-before provided and so as to restrain the advent or inflow of water into the tunnels.

7. The Company shall submit for the approval of the Board of Trade plans sections and other details of their proposals with respect to (A) permanent way tunnels platforms stairs lifts escalators and other communications (B) rolling stock (C) lighting and (D) ventilation and the railway rolling stock and other works shall be constructed only in accordance with the plans sections and other details as approved by the Board of Trade.

Plans &c. to be approved by Board of Trade before works commenced.

8.—(1) In addition to the provisions of the Acts incorporated herewith with respect to compensation for lands taken or injuriously affected the Company shall make compensation to the owner lessee and occupier of any land house or building which shall be injuriously affected by reason either of the working of the underground railway (including the working of lifts escalators and any other works in connexion with the underground railway) notwithstanding that no part of the property of such owner lessee or occupier is taken by the Company. Provided that all claims for compensation under this section shall be made within two years from the date of the opening of the underground railway for public traffic and shall be settled by a single arbitrator under and subject to the provisions of the Arbitration Act 1889 save that where the parties do not concur in the appointment of an arbitrator the Board of Trade shall have the power of the court or a judge under section 5 of the said Act.

Compensation for damage by working.

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

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Period for compulsory purchase of lands.

As to private rights of way over lands taken compulsorily.

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

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

9. 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.

10. 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.

11. With respect to the properties shown on the deposited plans which are described or referred to in the First Schedule to this Act notwithstanding anything contained in this Act or the said plans the Company shall not be required to purchase or take the same or any part of the surface thereof but the Company may purchase and take and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil and under surface thereof for the purposes of the undertaking of the Company and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts. Provided always that nothing in this section contained shall apply to any of the said properties the ground surface of which is at a less height than twenty feet above the crown of the tunnel as the same shall be constructed.

12. 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 Second 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.

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

Costs of arbitration in certain cases.

14. In settling any question of disputed purchase-money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum

Compensation in case of recently altered

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buildings
acquired by
Company.

of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and twelve if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Power to
deviate
laterally.

15. 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 Provided always that nothing in this section contained shall authorise the Company to deviate from the said lines so that any part of the works shall extend under the front wall (above the street level) of any house or building abutting upon any street under and along which the railway is constructed unless such house or building shall have been purchased by the Company or the consent in writing of the owners lessees and occupiers thereof shall have been first obtained but this proviso shall not apply in any case where the Company shall acquire an easement or right of using the subsoil.

Power to
deviate
vertically.

16. In the execution of the works by this Act authorised but subject to the provisions of this Act the Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient Provided always that Railways Nos. 1 2 3 and 4 shall not be constructed within twenty-five feet and Railway No. 5 shall not be constructed within twenty feet measured from the crown of the tunnel to the surface of any street or road except in accordance with plans and sections previously submitted to and approved by the road authority whose approval shall not be unreasonably withheld.

Restrictions
on breaking
up surface
of streets.

17. Except as herein-after provided the Company shall not break up or disturb the surface of any common or commonable lands or any street or road for the purpose of constructing the railway nor open or make any ventilators air shafts or other similar openings in any common or commonable lands or any roadway or footway but nothing herein contained shall restrict the right of the Company to the use of streets or roads for

purposes of ordinary traffic or of access to or in connexion with any of their lands or buildings or take away or diminish any rights which they would have as owners or occupiers of lands or buildings abutting upon any street or road: A.D. 1913.

Provided always that subject to the provisions of this Act the Company for the purpose of constructing and maintaining the railway and stations lifts escalators approaches and other works and conveniences connected therewith may enter upon and open up the surface of the ground and of the roadways and footways of—

- (A) Shepherd's Bush Common Uxbridge Road and Shepherd's Bush Green at or near the junction of those roads;
- (B) Caxton Road and Uxbridge Road at or near the junction of those roads;
- (C) Goldhawk Road and Godolphin Road at or near the junction of those roads;
- (D) Stamford Brook Road and Stamford Gardens at or near the junction of those roads;
- (E) Acton Green Bath Road Turnham Green Terrace The Avenue and Woodstock Road at or near the junction of those roads; and
- (F) Turnham Green High Road Chiswick and Heathfield Terrace at or near the junction of those roads.

18. Seven days before entering upon breaking up and interfering with any public streets or roads under the provisions of this Act the Company shall serve notice in writing on the Commissioner of Police of the Metropolis and make such arrangements with him as may be necessary so as to cause as little interference with the traffic as may be reasonably possible. For protection of Commissioner of Police.

19. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not acquire permanently any greater area of the surface of the following common or commonable lands than the area next herein-after mentioned in connexion therewith (that is to say):— Provisions as to certain common lands.

Name by which lands known,	Area to be permanently acquired.		
	A.	R.	P.
Acton Green	0	0	2

A.D. 1913. Provided that for the purpose of constructing the railways and works and conveniences connected therewith the Company shall be at liberty to make temporary shafts or openings in the surface of the following common or commonable lands so far as the same are included within the limits of deviation shown on the deposited plans and for such purpose they may enclose temporarily the areas next herein-after mentioned in connexion therewith (that is to say):—

Name by which lands known.	Area to be temporarily enclosed.		
	A.	R.	P.
Shepherd's Bush Common - - - -	0	2	0
Chiswick Common (otherwise Back Common) - -	0	0	32

Provided always that the Company shall restore the surface of the said last-mentioned commons to their original condition as soon as is reasonably practicable.

Incorporating certain provisions of existing Acts.

20. The provisions contained in the sections of the Acts of 1891 1902 1907 and 1909 which are mentioned or referred to in the Third 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 the Hammersmith Borough Council the Chiswick Urban District Council and the Acton Urban District Council had been mentioned or referred to therein instead of boards of works or vestries 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 Hammersmith Borough Council (in so far as that council's works for the supply of electrical energy are concerned) the Metropolitan Electric Supply Company Limited the Chiswick Electricity Supply Corporation Limited and the Brentford Gas Company. Provided also that sections 46 51 53 and 69 of the Act of 1891 and section 27 of the Act of 1909 shall for the purposes of this Act have no application outside the administrative county of London.

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

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For protec-
tion of
London
County
Council.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon open up or enclose any part of Shepherd's Bush Common or enter upon or open up any street in the administrative county of London (herein-after in this section called "the county") except subject to such terms and conditions as the council may reasonably impose :
- (2) The Company shall so construct any stations in the county under the powers of this Act as to leave on all sides thereof which may abut upon any streets a foot pavement of not less than fifteen feet wide along the whole frontage of such station to any such streets :
- (3) Notwithstanding anything contained in this Act the Company shall not construct under any street in the county any part of the railways and works within twenty-five feet of the surface of such street except in accordance with plans and sections submitted to and approved by the council such approval not to be unreasonably withheld :
- (4) Subsection (1) of section 12 of the Central London Railway Act 1911 is incorporated with this Act and shall also extend and apply to the tramways in Uxbridge Road Shepherd's Bush Green and Goldhawk Road as if the expression "the tramways of the council" used in that subsection included those tramways :
- (5) So soon as reasonably practicable after the completion of any underground works which have been executed by them under the powers of this Act the Company shall prepare plans and sections on a scale of not less than five feet to a mile of such works which shall also show their situation relative to streets over or near to the same and shall at their own expense furnish the council with a copy of such plans and sections :

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(6) The Company shall not under the powers of this Act make any permanent opening in any street or open space in the county :

(7) Notwithstanding anything contained in this Act the purchase money and compensation to be paid by the Company for using the subsoil and under surface of Shepherd's Bush Common shall failing agreement be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and the council may receive the said purchase money and compensation and give to the Company a good and valid discharge therefor.

For protec-
tion of Ham-
mersmith
Corporation.

22. With reference to so much of the railways and works by this Act authorised as will be made and executed in the metropolitan borough of Hammersmith (in this section called "the borough") and for the protection of the mayor aldermen and burgesses of the borough (in this section called "the corporation") the following provisions shall unless otherwise agreed apply and have effect:—

(1) The provisions contained in section 55 of the Act of 1891 (For protection of sewers of district boards and vestries) shall apply and extend to all sewers drains or works within the borough vested in or under the jurisdiction or control of the corporation and the said provisions shall be read and have effect as if the corporation were a district board of works or vestry within the meaning of that section :

(2) The provisions contained in section 56 (For the protection of the vestry of Hammersmith) of the Act of 1891 and in section 22 (For protection of metropolitan borough of Hammersmith) of the Act of 1907 shall extend and apply to so much of the railway and works by this Act authorised as are within the borough as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Act :

(3) The Company shall not without the consent in writing of the corporation take any part of or interfere with the existing sanitary conveniences belonging to the

corporation on Shepherd's Bush Green and Paddenswick Road or without the like consent alter the level of any street within the borough :

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- (4) The Company before temporarily obstructing any street within the borough shall provide and until the obstruction is removed maintain to the reasonable satisfaction of the corporation proper accommodation for the traffic along such street and access to the houses and property therein and for preserving the uninterrupted supply of gas water and electricity to such houses and shall cause such obstruction to be properly fenced and lighted :
- (5) All streets within the borough broken up or interfered with or altered by the Company shall be restored to as good a condition as before the interference therewith respectively by the Company to the reasonable satisfaction of the corporation and where the surface of any street has been interfered with or disturbed by the Company the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and the Company shall make full compensation to the corporation for any damage to or subsidence of such streets which may be caused by or in consequence of the exercise of any powers authorised by this Act or by any act or default of the Company their contractors servants or agents or of any person in the employment of them or any or either of them including any damage resulting to any road from the diversion of ordinary traffic and whether such damage or subsidence shall happen during the construction of the railway or works or at any time thereafter :
- (6) In this section the word "street" has the same meaning as that assigned to it by the Metropolis Management Act 1855 :
- (7) Any difference which may arise between the corporation and the Company under this section or the said section 55 of the Act of 1891 shall be settled by an engineer to be appointed upon the application of either party by the President of the Institution of

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Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Chiswick Urban District Council.

23. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the urban district council of Chiswick (in this section referred to as "the council") shall unless otherwise agreed in writing between the council and the Company have effect (that is to say) :—

- (1) The Company shall not enter upon take use acquire or enclose interfere with or appropriate either permanently or temporarily any part of the common or commonable lands numbered on the deposited plans and in the deposited book of reference 101 in the parish and urban district of Chiswick and known as Turnham Green nor shall they enter upon take use acquire or enclose interfere with or appropriate permanently any part of the common or commonable lands numbered on the deposited plans and in the deposited book of reference 13 in the parish and urban district of Chiswick and known as Chiswick Common (otherwise Back Common) but the Company may make (in a position to be reasonably approved by the council) a temporary shaft or opening in the surface of the said lands numbered 13 on the deposited plans for the purpose of constructing the railways and works and conveniences connected therewith :
- (2) The Company shall not erect any buildings on the portion of the common or commonable lands numbered on the deposited plans 7 in the parish and urban district of Chiswick which lies to the north of the railway of the Metropolitan District Railway Company save and except two entrances to stairs passages or subways in a position and according to plans and sections to be reasonably approved by the council and shall not for any other purpose enter upon take use acquire or enclose interfere with or appropriate either permanently or temporarily any part of the said lands numbered 7 on the deposited plans :

- (3) The provisions contained in section 55 (For protection of sewers of district boards and vestries) of the Act of 1891 shall extend and apply to the district of the council and 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 the council had been mentioned or referred to therein instead of boards of works or vestries : A.D. 1913. —
- (4) The engineer of the council shall be entitled to inspect any works of the Company within the district of the council by virtue of this Act under or in the vicinity of any streets or roads vested in or under the control of the council or under or in the vicinity of any lands in or under which there may be any sewers or works of the council but such inspection shall not exonerate the Company from any liability or affect any claim for damages to or by the council under this Act or the Acts incorporated therewith or otherwise :
- (5) The Company shall make full compensation to the council for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the council in or under any street road footway or footpath in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter :
- (6) All tunnels arches and other works within the district of the council shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the district of the council but also any steam roller which the council may use for repairing the streets or roadways and the

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Company shall indemnify and make good to the council all costs and expenses which the council may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to maintain the same properly and efficiently as aforesaid or otherwise by reason of the railway and works :

- (7) The Company shall not deposit any subsoil or materials anywhere within the district of the council so as to cause any nuisance annoyance or obstruction to any persons using the streets roads footways or footpaths within the said district :
- (8) If in the construction or execution of the railways or works by this Act authorised the Company or their contractors or agents shall in removing from or bringing to their works any soil materials or plant cause additional expense to be placed upon the council in the repair or maintenance of the road (other than a road paved with wood blocks throughout the whole of its length and width) over which soil materials or plant shall be carried such additional cost shall be repaid to the council by the Company :
- (9) The Company shall not within the district of the council affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements and if any such placard or advertisement be affixed or exhibited the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company :
- (10) While the Company are possessed under the authority of this Act of any lands houses buildings cellars or other property within the district of the council assessed or liable to be assessed to the general district or other rate and until any works to be constructed by the Company in or upon any such lands are so far completed as to be assessed or liable to be assessed to

such rate to any amount equal to or greater than the aggregate value at which the said lands houses buildings cellars and property were assessed to the last rate made before the passing of this Act the Company shall be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars or other property are assessed to the last rate made before the passing of this Act :

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- (11) If any difference shall arise between the council and the Company in relation to any of the provisions of this section or in relation to anything done or intended to be done thereunder or as to the reasonableness of any of the requirements thereunder or of the refusal or withholding of any consent by the council such difference shall be referred to the arbitration of and determined by an engineer or other fit person to be appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

24. With reference to so much of the railways and works by this Act authorised as will be made in the urban district of Acton (in this section called "the district") and for the protection of the Acton Urban District Council (in this section called "the council") the following provisions shall apply :—

For protec-
tion of Acton
Urban Dis-
trict Council.

- (1) Where any works to be done by the Company by virtue of this Act shall or may pass over or under so as to interfere with any sewer drain or work under the jurisdiction or control of the council or any sewers or works to be made or executed by the council or shall or may in any way affect the sewerage or drainage of the district the Company shall not commence such works until they shall have given to the council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with a plan and section showing the course and inclination

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thereof and other necessary particulars relating thereto and until the council shall have signified their approval of the same unless the council do not signify their approval disapproval or other determination within fourteen days after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works it shall be referred to arbitration as hereinafter provided And the Company shall comply with and conform to all directions and regulations of the arbitrator in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer of the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the Company shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by arbitration as herein-after provided and be a debt due from the Company to the council and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now are or hereafter may be :

- (2) All tunnels and other works within the district shall be constructed by the Company in such manner as at all times to support not only the ordinary traffic and any exceptional traffic lawfully using the streets within the district but also any steam roller that the council

may use for repairing the streets and the Company shall indemnify and make good to the council all costs and expenses that the council may incur or be put to by reason of any defect or insufficiency in strength of such tunnels or other works :

- (3) The Company shall not deposit any subsoil or material anywhere within the district so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the district :
- (4) The Company shall make full compensation to the council for any damage to or subsidence of any sewer drain or work under the control of the council in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company :
- (5) If in the execution of the works by this Act authorised the Company or their contractors or agents shall in removing from or bringing to their works any soil material or plant cause additional expense to be placed upon the council in the repair or maintenance of the road over which such soil materials or plant shall be carried such additional cost shall be repaid to the council by the Company :
- (6) The Company shall not without the consent of the council construct any works upon or break up or otherwise interfere with the surface of any common lands streets or roads within the district :
- (7) While the Company are possessed under the authority of this Act of any lands houses buildings cellars or other property within the district assessed or liable to be assessed to the general district or other rate and until any works to be constructed by the Company in or upon any such lands are so far completed as to be assessed or liable to be assessed to such rate to any amount equal to or greater than the aggregate value at which the said lands houses buildings cellars and property were assessed to the last rate made before the passing of this Act the Company shall

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be liable to make good and shall make good and pay any deficiency in the assessments by reason of such lands houses buildings cellars or other property being taken or used by them and the deficiency shall be computed according to the value at which such lands houses buildings cellars or other property are assessed to the last rate made before the passing of this Act:

- (8) If any difference shall arise between the council and the Company in relation to any of these provisions or in relation to anything done or intended to be done thereunder or as to the reasonableness of any of the requirements thereunder or of the refusal or withholding of any consent by the council such difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers under and in accordance with the Arbitration Act 1889 or any statutory modification thereof.

For protec-
tion of Great
Western and
Metropolitan
Railway
Companies.

25. 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 and the joint companies be observed and have effect (that is to say):—

- (1) The Company shall twenty-eight days before they commence the construction of that part of Railway No. 4 by this Act authorised which passes along Goldhawk Road and under the bridge carrying the joint railway over that road furnish to the joint companies proper and sufficient plans sections and specifications of the works proposed to be made by the Company under 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

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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 despatch 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:

- (2) In passing under the said bridge 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 said Railway No. 4 shown on the deposited plans and shall not either temporarily or permanently enter upon use or interfere with the lands and railway works of the joint companies on either side of the Goldhawk Road:
- (3) The Company shall at all times and for ever hereafter maintain and keep so much of the railway beneath the said bridge 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:
- (4) 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:

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- (5) The Company shall not in making and maintaining or in working or using the said Railway No. 4 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:
- (6) 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 said Railway No. 4 under and adjacent to the said bridge 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:
- (7) 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:

- (8) 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:
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and made good to the joint companies all costs losses damages and 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 said Railway No. 4 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:
- (10) 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:
- (11) 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

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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 :

- (12) 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 said Railway No. 4 and the works in connexion therewith :
- (13) Any question by this section 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.

For protec-
tion of North
and South
Western
Junction
Railway
Company
and others.

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

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the previous consent in writing of the junction company and the joint lessee companies under their respective common seals take use enter

upon or in any way interfere with either temporarily or permanently any lands or property belonging to or leased by those companies or either of them but the Company may purchase and take and the junction company and the joint lessee companies shall sell and grant accordingly an easement or right of using so much of their lands as may be necessary for the construction of the Railway No. 4 and all works connected therewith in accordance with the provisions of this section :

The amount to be paid for the acquisition of such easement shall in case of difference be ascertained in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :

- (2) The Company shall not without the consent of the engineer acting on behalf of the joint lessee companies (herein-after in this section referred to as "the engineer") in constructing so much of the said Railway No. 4 as is situate under or within one hundred yards of the Hammersmith Branch Railway of the junction company deviate from the centre line as shown on the deposited plans nor deviate upwards from the levels thereof as shown on the deposited sections :
- (3) The Company shall before they commence the construction of the said Railway No. 4 and all works in connexion therewith as will be within one hundred yards of the said Hammersmith Branch Railway submit to the engineer proper and sufficient plans sections detail drawings and specifications of the works proposed to be carried out by the Company for the reasonable approval of the engineer Provided that if such engineer shall for the space of one month neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement as herein-after provided and such portion of the Railway No. 4 and all works necessary or incident

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to the construction thereof or affecting the property or works of the junction company and the joint lessee companies shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the superintendence and to the reasonable satisfaction of the engineer and at the costs charges and expenses in all respects of the Company:

- (4) Before the Company commence the construction of the said portion of Railway No. 4 any temporary works which may in the opinion of the engineer be reasonably necessary to insure the stability of the railway and property of the junction company may and shall be carried out by the joint lessee companies for the Company and the costs thereof and any expenses incurred in connexion therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the joint lessee companies in and about such works) shall be repaid by the Company to the joint lessee companies on demand:
- (5) If it shall at any time appear to the engineer either during the construction or after the completion of the said portion of the Railway No. 4 and the works connected therewith that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the junction company and the joint lessee companies or in connexion with the works of the said portion of the Railway No. 4 and the works connected therewith or in relation to the method of construction of the said portion of the Railway No. 4 so as to prevent subsidence or injury happening to any of the railways and works or property of the junction company or the joint lessee companies owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the engineer make and execute at their own expense (and according to plans sections and specifications

approved by the engineer) such works or take such measures of precaution including the use of compressed air or the temporary cessation of the said works as the engineer shall require and the said works when commenced shall be proceeded with without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such works or as to the mode of execution thereof shall unless otherwise agreed be determined by arbitration as herein-after provided : A.D. 1913.

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

(7) The Company shall at their own expense construct and at all times maintain the said portion of the Railway No. 4 and the works connected therewith and all the works both temporary and permanent necessary and incident to the construction thereof affecting the property and works of the junction company and the joint lessee companies and also any further works which may be constructed under the provisions of the last preceding subsection in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer and so as to leave undisturbed at all times the said Hammersmith Branch Railway and all the works connected therewith and if and whenever the Company fail so to do or in case of emergency the joint lessee companies may make and do in and upon as well the lands of the Company as their own lands all such works and things as the engineer may reasonably think requisite and the sum from time to time

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certified by such engineer to be the reasonable amount of the expenditure of the joint lessee companies in that behalf shall be repaid to them by the Company Provided always that in the event of any dispute between the Company and the joint lessee companies as to the amount so certified such dispute shall be settled by arbitration as herein-after provided :

- (8) Notwithstanding the approval of plans sections detail drawings and specifications aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works herein-before referred to the said Hammersmith Branch Railway or any of the works connected therewith or any lands or property of the junction company or the joint lessee companies shall be injured or damaged such injury or damage shall be forthwith made good by the joint lessee companies who may recover the full amount expended in so doing together with compensation for any loss they may have sustained from the Company :
- (9) The Company shall not in making and maintaining the said Railway No. 4 and all works connected therewith in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the said Hammersmith Branch Railway or any traffic thereon and if at any time or times hereafter such free and uninterrupted user of the said Hammersmith Branch Railway or any traffic thereon shall be obstructed or interfered with contrary to this enactment the Company shall (notwithstanding any such approval as aforesaid) pay to the joint lessee companies all costs and expenses to which they may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference :
- (10) The Company shall be responsible for and make good to the junction company and the joint lessee companies or either of them all costs charges losses damages and expenses which may be occasioned to the said Hammersmith Branch Railway and the

works land and property in connexion therewith or to any person or persons using the said railway works land or property by reason of the construction alteration maintenance or failure of the Railway No. 4 and the works connected therewith or of any act or omission of the Company or of any person in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the junction company and the joint lessee companies or either of them from all claims and demands upon or against them by reason of such execution failure or omission :

- (11) During the construction of the Railway No. 4 and all works connected therewith and of any further works mentioned in this section the Company shall bear and on demand pay to the joint lessee companies the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching the railway and all works connected therewith and further works as aforesaid and for watching the said Hammersmith Branch Railway and the works conveniences lands or property connected therewith with reference to and during the construction of the Railway No. 4 and all works connected therewith and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise and the Company shall at all times give proper facilities to the engineer and any person acting under him for full and free access to the Railway No. 4 and all works connected therewith during or after their construction and shall also furnish him or them with all such information as he or they may reasonably require with regard to the said Railway No. 4 and the works connected therewith or the method of construction thereof :

- (12) Any dispute or difference that may arise between the Company and the junction company or the joint lessee companies with respect to the provisions of

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this section or in any way arising thereout or as to the reasonableness of any requirement or the giving or withholding of any consent shall except as provided by subsection (1) hereof be referred to and be determined by an engineer to be appointed failing agreement on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of
Metropolitan
District
Railway
Company.

27. For the protection of the Metropolitan District Railway Company (herein-after referred to as "the District Company") the following provisions shall unless otherwise agreed be observed and have effect:—

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

(2) The Company shall not without the consent of the engineer of the District Company in constructing the railways under the lands of the District Company deviate from the centre line as shown on the deposited plans nor deviate from the levels thereof as shown on the deposited sections:

(3) The Company shall before they commence the construction of so much of the railways and all works in connexion therewith as shall or may pass under or within thirty yards of the boundaries of the property of the District Company or which in any way affect such property (herein-after referred to as "the said railways") submit to the District Company proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company for the reasonable approval of the District Company Provided that if the District Company shall for the space of one month neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the District Company and such portions of the said railways and all works necessary or incident to the construction thereof or affecting the property or works of the District Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the superintendence and to the reasonable satisfaction of the engineer of the District Company and at the costs charges and expenses in all respects of the Company :

(4) Before the Company commence the construction of the said railways any temporary works which may in the opinion of the engineer of the District Company be reasonably necessary to insure the stability of the railway and property of the District Company may and shall be carried out by the District Company for the Company and the reasonable costs thereof and any expenses reasonably incurred in connexion 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 Company to the District Company on demand :

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- (5) If it shall at any time appear to the engineer of the District Company either before or during the construction or after the completion of the said railways that any further or other works or appliances or measures of precaution are required either by way of addition to the existing works of the District Company or in connexion with the works of the said railways or in relation to the method of construction of the said railways so as to prevent subsidence or injury happening to any of the railways and works or property of the District Company owing to or in consequence of the execution of any of such works the Company shall on being thereunto required in writing under the hand of the engineer of the District Company make and execute at their own expense and according to plans sections and specifications to be reasonably approved by him such works or take such measures of precaution including the temporary cessation of the construction of the said railways as the engineer of the District Company shall require and the construction of the said railways when commenced shall proceed without cessation except as aforesaid and with all reasonable despatch Any difference as to the necessity of any such further works as aforesaid or as to the mode of execution thereof shall unless otherwise agreed be determined by an engineer to be appointed on the application of either party as herein-after provided :
- (6) The Company shall before commencing the construction or the structural alteration renewal or repair of the said railways give (except in case of emergency) twenty-eight days' previous notice in writing to the District Company of their intention to commence such works and in case of emergency the Company shall give the District Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out :
- (7) The Company shall at their own expense construct and at all times maintain the said railways and all the

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works both temporary and permanent necessary and incident to the construction thereof so far as such railways and works affect the property and works of the District Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the District Company and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the District Company and if and whenever the Company fail so to do or in case of emergency the District Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the engineer of the District Company may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered by the District Company from the Company Provided always that in the event of any dispute between the Company and the District Company as to the amount so certified such dispute shall be settled by arbitration as herein-after provided:

- (8) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the engineer of the District Company as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works herein-before referred to the said railway of the District Company or any of the works connected therewith respectively or any lands or property of that company shall be injured or damaged such injury or damage shall be forthwith made good by the District Company who may recover the full amount reasonably expended in so doing from the Company:
- (9) The Company shall not in making and maintaining the said railways in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the District Company

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or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the District Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the District Company all reasonable costs and expenses to which that company may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference :

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

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

full and free access to the said railways during or after their construction and shall also furnish him or them with every information he or they may reasonably require with regard to such railways or the method of construction thereof:

- (12) If by reason of or during the construction of the said railways it shall become necessary in the opinion of the said engineer of the District Company to add to or alter any signal or signal apparatus on the railway of the District Company the same shall be so added to or altered by the District Company and the reasonable expense thereof shall be repaid by the Company to the District Company :
- (13) The Company shall from time to time repay to the District Company any additional expense to which that company may be put in maintaining their railway and works by reason or in consequence of the construction of the said railways :
- (14) If the District Company shall at any time after the construction of the railway and works connected therewith desire to alter or extend their railways or any of the works or conveniences connected therewith the Company shall give to the District Company every reasonable facility for the execution of such alteration extension or construction and any additional expense to which the District Company may be put in carrying out such alteration or extension by reason of the construction of the said railways shall be repaid to them by the Company :
- (15) In the event of the telegraphic telephonic or electrical signal communications or apparatus of the District Company being injuriously affected by induction or otherwise by the working of the said railways or by the electric or other works of the Company the Company shall with all possible despatch at their own expense execute or do such remedial works in connexion with their own plant as the District Company may reasonably consider to be necessary for their protection and the District Company shall be empowered to carry out such alteration in their telegraphic

telephonic or electrical signal communications or apparatus on their railways as they may deem to be necessary at the cost of the Company :

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

For protec-
tion of South
Western
Company.

28. For the protection of the South Western Company the following provisions shall unless otherwise agreed be observed and have effect :—

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the previous consent in writing of the South Western Company under their common seal take use enter upon or in any way alter or interfere with either temporarily or permanently any lands or property belonging to the South Western Company but the Company may purchase and take and the South Western Company shall sell and grant accordingly an easement or right of using so much of their lands as may be necessary for the construction of the railways and all works connected therewith. The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration :
- (2) The Company shall not without the consent of the principal engineer of the South Western Company (in this section referred to as “the principal engineer”) in constructing the Railway No. 4 under or affecting the lands of the South Western Company

deviate from the centre line and levels thereof as shown on the deposited plans and sections: A.D. 1913.

- (3) In constructing Railway No. 5 the Company shall deviate from the centre line and levels thereof as shown on the deposited plans and sections and shall not construct the same except and only in accordance with a plan and section to be approved by the principal engineer:
- (4) The Company shall before they commence the construction of so much of the railways and all works in connexion therewith as shall or may pass under or in any way affect the property of the South Western Company or within twenty yards thereof (in this section referred to as "the said railways") submit to the principal engineer proper and sufficient plans sections detailed drawings and specifications of the works proposed to be carried out by the Company including strength and quality of materials for the reasonable approval of the principal engineer and also proper and sufficient plans showing the stages by which it is intended to carry out the proposed works for the like approval Provided that if the principal engineer shall for the space of twenty-eight days neglect or refuse to approve the said plans sections drawings and specifications or shall disapprove the same then such plans sections drawings and specifications shall be submitted to and approved by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either the Company or the South Western Company and such portion of the said railways and all works necessary or incident to the construction thereof or affecting the property or works of the South Western Company shall be constructed only according to such plans sections drawings and specifications as shall be approved as aforesaid and under the superintendence and to the reasonable satisfaction of the principal engineer and at the costs charges and expenses in all respects of the Company:
- (5) Before the Company commence the construction of the said railways any temporary works which may in

A.D. 1913.

the opinion of the principal engineer be reasonably necessary to insure the stability of the railways and property of the South Western Company shall be carried out by and at the cost of the Company or the South Western Company may if they so elect carry out such works for the Company and the reasonable costs thereof and any expenses reasonably incurred in connexion therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the South Western Company in and about such works) shall be repaid by the Company to the South Western Company on demand:

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

- (7) The Company shall before commencing the construction or the structural alteration renewal or repair of the said railways give (except in case of emergency) twenty-eight days' previous notice in writing to the principal engineer of their intention to commence such works and in case of emergency the Company shall give the South Western Company the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out: A.D. 1913.
- (8) The Company shall at their own expense construct and at all times maintain the said railways and all the works both temporary and permanent necessary and incident to the construction thereof so far as such railways and works affect the property and works of the South Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the South Western Company and if and whenever the Company fail so to do or in case of emergency the South Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the principal engineer may think requisite and the sum from time to time certified by the principal engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full payment the amount due may be recovered by the South Western Company from the Company Provided always that in the event of any dispute between the Company and the South Western Company as to the amount so certified such dispute shall be settled by arbitration as herein-after provided:
- (9) The junction of Railway No. 5 with the railway of the South Western Company and the works in connexion therewith shall be constructed and maintained by the South Western Company at such point and in such manner subject to the provisions of this Act as the

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principal engineer shall require but in all things at the expense of the Company and the South Western Company may at any time or times hereafter should it be necessary for them so to do alter or remove the junction of Railway No. 5 with their railway and the works in connexion therewith in accordance with plans to be agreed causing as little inconvenience to the traffic as possible and substituting a new junction therefor but in all things at the expense of the Company :

- (10) The Company shall repay to the South Western Company any expense incurred by them in making any additions or alterations to their Gunnersbury Station and the bridges and other works adjoining such station by reason or in consequence of the construction of the railways and works by this Act authorised or of the traffic of the Company :
- (11) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during the execution of any of the works herein-before referred to the said railway of the South Western Company or any of the works connected therewith respectively or any lands or property of that company shall be injured or damaged such injury or damage shall be forthwith made good by the South Western Company who may recover the full amount reasonably expended in so doing from the Company :
- (12) The Company shall not in making and maintaining the said railways in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway and property of the South Western Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railway of the South Western Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall notwithstanding any approval as aforesaid

pay to the South Western Company all reasonable costs and expenses to which that company may be put as well as full compensation for the loss sustained by them by reason of any such interruption or interference : A.D. 1913.

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

(14) During the construction of the said railways and of any of the further works mentioned in this section the Company shall bear and on demand pay to the South Western Company the reasonable expense of the employment by them of a sufficient number of inspectors watchmen and signalmen to be appointed by them (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst so employed) for inspecting watching lighting and signalling the said railways and further works as aforesaid and the works and conveniences connected therewith and their said lands or property and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise and the Company shall at all times give ample facilities to the principal engineer and his assistants or inspectors for full and free access to the said railways during or after their construction and shall also furnish him or them with every information he

A.D. 1913.

or they may reasonably require with regard to such railways or the method of construction thereof:

- (15) If by reason of or during the construction of the said railways it shall become necessary in the opinion of the principal engineer to add to or alter any signal or signal apparatus on the railway of the South Western Company the same shall be so added to or altered by the South Western Company and the reasonable expense thereof shall be repaid by the Company to the South Western Company:
- (16) The Company shall from time to time repay to the South Western Company any additional expense to which that company may be put in maintaining their railways and works by reason or in consequence of the construction or user of the said railways:
- (17) If the South Western Company shall at any time after the construction of the railway and works connected therewith desire to alter or extend their railways or any of the works or conveniences connected therewith the Company shall give to the South Western Company every reasonable facility for the execution of such alteration extension or construction and any additional expense to which the South Western Company may be put in carrying out such alteration or extension by reason of the construction of the said railways shall be repaid to them by the Company:
- (18) In the event of the telegraphic telephonic or electrical signal communications or apparatus of the South Western Company being injuriously affected by induction or otherwise by the working of the said railways or by the electric or other works of the Company the Company shall with all possible despatch at their own expense execute or do such remedial works in connexion with their own plant as the South Western Company may reasonably consider to be necessary for their protection and the South Western Company shall be empowered to carry out such alterations in their telegraphic telephonic or electrical signal communications or apparatus on their railways as they may deem to be necessary at the cost of the Company:

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

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29. 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 have effect (that is to say):—

For protec-
tion of Lon-
don United
Tramways
Limited.

- (1) If for the purpose of making trial borings under this Act it shall be necessary for the Company to open or break up the surface of any road wherein any tramways of the tramway company are laid such trial borings shall be so carried out as not in any way to damage or interfere with the tramways (including posts cables wires and other apparatus) of the tramway company or with the traffic thereon:
- (2) The Company shall carry out the works by this Act authorised and shall thereafter maintain the same in such manner as not to damage or interfere with the tramways of the tramway company (including the substructure thereof and the posts cables wires and other apparatus connected therewith) and so as not to cause any interruption of or impediment to the traffic on the tramways of the tramway company:
- (3) The Company shall pay to the tramway company any reasonable additional expense which may be caused to the tramway company by or in consequence of the construction of the said works:
- (4) The Company 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 in consequence of or during the construction of the said works:

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- (5) If any difference shall arise under this section the same shall be referred to and determined by an arbitrator to be appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers on the application of either party after notice to the other and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

For protec-
tion of
Metropolitan
Water
Board.

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

- (1) The following modifications of section 85 of the Act of 1891 (which by the section of this Act whereof the marginal note is "Incorporating certain provisions of existing Acts" is incorporated with this Act and is by section 24 of the Act of 1907 which is also incorporated with this Act by the same section made applicable to the Board) shall in its application to the Board and their apparatus have effect (that is to say):—

(A) The period of twenty-eight days shall be substituted for the period of fourteen days mentioned in subsections (1) and (2) of section 85 of the Act of 1891 and the period of fourteen days shall be substituted for the period of seven days mentioned in the said subsection (1);

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

- (2) The Company shall not remove raise sink or otherwise alter the position of any mains pipes valves hydrants plugs or other works or apparatus (in this section referred to as "apparatus") of the Board or do anything which may impede the passage of water into or through the same without the consent in writing of the engineer of the Board or in any manner other than the said engineer shall approve (such consent or approval as the case may be not to be unreasonably withheld) and until such good and sufficient

apparatus as the said engineer may consider reasonably necessary for continuing the supply of water has been first provided laid down and made ready for use: A.D. 1913.

- (3) The Company in executing any works under this Act or in removing raising sinking or otherwise altering the position of any apparatus of the Board shall make good all damage done by them to the apparatus or other property of the Board and shall make reasonable compensation to the Board for any loss or damage which they may sustain by reason of any interference with their apparatus or property:
- (4) In executing the works authorised by this Act the Company shall not raise sink or otherwise alter the position of any apparatus of the Board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of either less than three feet or of more than five feet:
- (5) All works to be executed or provided under this section or under section 85 of the Act of 1891 in connexion with any apparatus of the Board shall be so executed and provided by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the Board and the reasonable costs charges and expenses of such superintendence shall be paid by the Company:
- (6) The Company shall to the satisfaction of the Board over and for a length of thirty feet on each side of the proposed railway of the Company where it passes under High Road Chiswick west of the existing bridge carrying High Road Chiswick over the London and South Western Railway at Gunnersbury Station substitute for the existing cast iron mains steel pipes of not less diameters than those of the existing cast iron mains for which they are respectively substituted:
- (7) The provisions of this section shall except as otherwise expressly provided be in addition to and not in substitution for or in derogation of any other provision

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of this Act to the benefit of which the Board would otherwise be entitled:

- (8) If any difference shall arise under this section between the Company and the Board such difference shall be settled in accordance with the provisions of subsection (8) of section 85 of the Act of 1891 as modified by this section.

For protection of lessees of Tabard Hotel.

31. For the protection of Frank Bibby Sarah Bibby Arthur Wilson Bibby and Frank Dugdale or other the trustees or trustee for the time being under the will of James Jenkinson Bibby deceased and of Patrick and McGregor Limited and of their respective successors or assigns (all of whom are in this section included in the expression "the lessees") the following provision shall apply and have effect (that is to say):—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not otherwise than by agreement with the lessees enter upon take or use any portion of the property numbered on the deposited plans 8 in the parish and urban district of Chiswick.

For protection of Leopold de Rothschild.

32. For the protection of Leopold de Rothschild or other the owner or owners for the time being of the Gunnersbury Estate in the parishes of Old Brentford Ealing and Acton (hereinafter called "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect (that is to say):—

- (1) The Company shall not except with the previous consent of the owner purchase or acquire any of the lands or property of the owner or any right or interest in any such lands or property except only that the Company may purchase and take and the owner shall if so required by the Company sell and grant accordingly an easement or right of constructing and using Railway No. 5 through the property of the owner included within the limits of deviation described on the deposited plans in connexion with such railway and subject to and in accordance with the provisions of this section and the acquisition of such easement or right shall be deemed to be the taking of land within the meaning of the Lands Clauses Acts and

the provisions of those Acts with respect to the compulsory acquisition of lands shall extend and apply to the acquisition of such easement or right as if the same were the compulsory acquisition of lands under the provisions of those Acts:

- (2) The Railway No. 5 shall be constructed through the lands of the owner in tunnel or by the process known as cut and cover in such a manner that when constructed the surface of the ground shall be restored to the level of such surface as existing at the passing of this Act:
- (3) The said Railway No. 5 shall be so constructed through the lands of the owner as to permit of the owner erecting over the said railway buildings of an ordinary character to be subject to the reasonable approval of the Company and not exceeding four storeys above the level of the ground and in constructing such railway the Company shall to the reasonable satisfaction of the owner or his surveyor construct all such girders and stanchions and other works and take all such other steps as may be necessary or expedient for the purpose of carrying any such buildings or enabling the same to be constructed over the railway and shall at all times thereafter to the like satisfaction maintain such girders stanchions and works and the Company shall be responsible for any subsidence caused by the failure of any such girders stanchions or other works so to be constructed and maintained by the Company and shall make full compensation to the owner for any loss or damage he may incur or be put to by reason of any such subsidence. Provided that in exercising the powers of this section the owner shall construct and maintain the said buildings in such a manner as not to damage or interfere with the said Railway No. 5:
- (4) Any difference which may arise under this section between the Company and the owner shall be referred to and determined by an engineer or other suitable person to be appointed in default of agreement by the President of the Surveyors' Institution and the Arbitration Act 1889 and any modifying or re-enacting Act shall apply to any such reference.

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For protec-
tion of
Postmaster-
General.

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

- (1) The Company shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines. Provided that this subsection shall not apply to any telegraphic line of the Postmaster-General laid down or placed by him on or along such portions of the railways as are constructed in tunnel:

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

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

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

(5) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations :

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

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

- (7) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:
- (8) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:
- (9) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:
- (10) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act:

(11) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882: A.D. 1913.

(12) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the 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 in like manner as if the Company or their agents were a company within the meaning of that Act:

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

34. 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 railway 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

A.D. 1913. — 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.

Application
of penalty.

35. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

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 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.

36. 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.

37. 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 subject to the provisions of this Act 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. A.D. 1913.

38. Notwithstanding anything contained in the Central London Railway Acts 1891 to 1911 from and after the opening for traffic of the railways the Company shall run trains and issue tickets for workmen in either direction at fares not exceeding the following (that is to say):— Workmen's fares.

Between Shepherd's Bush and Liverpool Street and intermediate stations twopence return;

Between the station of the Company in Chiswick High Road at Turnham Green and Tottenham Court Road and intermediate stations twopence return;

Between stations on the railways west of Shepherd's Bush and stations east of Tottenham Court Road threepence return;

and subject thereto the provisions of section 3 of the Central London Railway Act 1900 shall so far as applicable extend and apply to the running of such trains and the issue of such tickets.

39. It shall not be lawful for the Company to take or demand on the railways on Sunday or on any Bank or public holiday any higher rates or charges than those levied or made by them on ordinary working days. As to fares on Sundays and holidays.

40. The Company on the one hand and the South Western Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements with respect to the following purposes or any of them (that is to say):— Agreements with South Western Company.

The maintenance and management of the railways of the said companies or either of them or any part thereof respectively and of the works connected therewith respectively or any of them:

The use or working of the said railways or of any part thereof and the conveyance of traffic thereon:

The supply and maintenance by the working company under and during the continuance of any such agreement as

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aforesaid for the working of the said railways of engines stock and plant and motive power necessary for the purposes of such agreement and the employment of officers and servants :

The management regulation interchange reception collection transmission and delivery of traffic upon or coming from or destined for the railways of the said companies :

The provision of terminal and other accommodation offices buildings signals and conveniences for the traffic of the said companies or either of them :

The fixing subject to the authorised maximum rates and the collection and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic and the payments allowances rebates or drawbacks to be paid made or allowed by either of the companies to the other of them :

Provided that all provisions which are contained in this Act or in any other Act relating to any portion of any of the said railways for the protection of the telegraphic lines of the Postmaster-General in respect of the use of electrical power shall extend and apply to such portion of railway in respect of any supply of motive power under any agreement made in pursuance of this section and in respect of the exercise of any of the powers conferred by any such agreement and to any works constructed for the purpose of such supply Provided that if in the case of any portion of any of the said railways the Acts applicable thereto do not contain any such provision as aforesaid the said powers shall not be exercised in relation to such portion of railway in such manner as to cause or be likely to cause interference with telegraphic communication by means of any telegraphic line belonging to or used by the Postmaster-General.

Saving for
Postmaster-
General.

41. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter

upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is worked by the South Western Company as freely and fully in all respects as he was entitled to do before the making of any such agreement. A.D. 1913.

42. The Company may enter into and carry into effect contracts agreements and arrangements with any authority company body or person having the control or management of streets roads common or commonable lands sewers water gas or other pipes wires or apparatus for or with respect to the construction or maintenance of the railways or any of them or any part or parts thereof respectively and the works and conveniences connected therewith and for or with respect to the acquisition and appropriation of lands and property and any matters incidental thereto. Agreements
with local
authorities
&c.

43. The Company may collect and deliver small parcels which have been or are to be conveyed over some part of any railway owned worked or used by the Company alone or jointly with any other company and may charge a reasonable sum therefor and for any other service in respect of parcels carried as aforesaid incidental to the business of a carrier when such service is performed by the Company. Small
parcels.

44. Notwithstanding anything contained in the Central London Railway Acts 1891 to 1911 or any other Act or Acts relating to or affecting the Company the Company may convey dogs on the railways for the time being owned worked or run over by or leased to them and may from time to time make vary or rescind regulations with regard thereto and the admission or removal of dogs to or from the premises of the Company and the carriages on the said railways and no person shall be entitled to a seat for the accommodation of a dog in any carriage on the railways aforesaid The Company may demand and take for such conveyance any rates or charges not exceeding the fares which they are for the time being authorised to demand and take for the conveyance of passengers. Power to
Company to
carry dogs
and to
demand and
take rates
and charges
therefor.

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Power to
hold patent
rights.

45. The Company may acquire and hold patent and other rights and licences (not being exclusive) in relation to the use of electrical power for the purposes of their undertaking.

Power
to raise
additional
capital.

46. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole seven hundred and fifty thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

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

47. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital and the capital in new shares or stock so created shall subject as herein-after provided form part of the capital of the Company.

Restrictions
as to votes in
respect of
preferential
shares or
stock.

48. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Extending
to additional
capital pro-
visions of
Act of 1891
as to divi-
ding shares.

49. The provisions contained in sections 14 to 21 both inclusive of the Act of 1891 with reference to the division of the shares in the capital by that Act authorised into half-shares shall extend and apply to the shares in the additional capital by this Act authorised issued as ordinary shares as if the same had been re-enacted in this Act with reference thereto.

Power to
borrow.

50. The Company may in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to raise borrow on mortgage of the undertaking any sums not exceeding in the whole two hundred and fifty thousand pounds and of that sum they may borrow eighty-

three thousand three hundred and thirty-three pounds in respect of each two hundred and fifty thousand pounds of such additional capital but no part thereof shall be borrowed until the whole of the portion of capital in respect of which it is to be borrowed is issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one-half of such portion of capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital as is raised by means of shares has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said portion of capital as is raised by means of stock is fully paid up and that such portion of capital was issued and to the extent aforesaid paid up bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and also so far as such portion of capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

A.D. 1913.

51. Section 42 of the Act of 1909 with reference to the appointment of a receiver is hereby repealed and the mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

For appointment of a receiver.

52. The Company may create and issue debenture stock subject to the provisions of section 24 of the Act of 1891. Notice of the effect of that enactment shall be endorsed on all mortgages and certificates of debenture stock.

Debenture stock.

53. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the

Receipt in case of persons not sui juris.

A.D. 1913. — receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to
apply funds.

54. The Company and the South 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.

Application
of moneys.

55. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of the Central London Railway Acts 1891 to 1913 to which capital is properly applicable.

Power to
pay interest
out of capital
during
construction.

56. Notwithstanding anything in this Act or in the Central London Railway Acts 1891 to 1909 or in any Act or Acts incorporated therewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any holder of shares or stock in so much of the additional capital by this Act authorised as is for the time being raised for the purposes of this Act on the amount from time to time paid up on the shares or stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

- (A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders or stockholders who or whose executors administrators or assigns are legally liable for the same:
- (B) No such interest shall accrue in favour of any shareholder or stockholder for any time during which any call on any of his shares or stock is in arrear:
- (C) The aggregate amount to be so paid for interest shall not exceed sixty thousand pounds and the amount so

paid shall not be deemed capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid:

A.D. 1913.

(D) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares or stock and in every certificate of such shares or stock which may be issued by or on behalf of the Company prior to the expiration of the period for which the directors of the Company may have determined that such interest shall be paid:

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

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

57. The Company may charge to capital account the interest accruing during the period of construction limited by this Act for the construction of the railways on all debenture stock which may be issued by the Company for the purposes of providing for the construction or equipment of the railways and works connected therewith or any of them.

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

58. The qualification of a director of the Company shall be the possession in his own right of an aggregate amount of not less than fifty ordinary preferred ordinary deferred ordinary or preference shares or five hundred pounds of ordinary preferred ordinary deferred ordinary or preference stock and notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding any office or place of

As to qualification of directors.

A.D. 1913. trust or profit under the Company or by reason of his being interested in any contract with the Company nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract. Provided that in the case of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a director the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined or if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and that no director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity.

Continuing
directors.

59. The continuing directors may act notwithstanding any vacancy in their body but so that if at any time the number of directors of the Company holding office shall be less than the minimum number prescribed by the Act of 1891 the directors shall not except for the purpose of filling vacancies and allotting shares or stock to any proposed director or directors act so long as the number is below such minimum.

Notice of
candidature
for office of
director.

60. Except in the case of a director retiring by rotation and offering himself or being proposed for re-election no person shall be capable of being elected a director of the Company in place of a director retiring by rotation unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the office of the Company fourteen days at least before the day of election.

As to ap-
pointment
of managing
director.

61.—(1) The directors of the Company may appoint one or more of their body to be managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors

but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director. A.D. 1913.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable by the directors and subject to such conditions as they may think fit and may from time to time revoke withdraw alter or vary all or some of such powers.

62.—(1) From and after the passing of this Act the quorum for a general meeting of the Company shall be five persons present in person and entitled to vote at such meeting and who between them hold or represent by proxy not less than one-hundredth part of the issued capital for the time being of the Company. General meetings and right of voting.

(2) At all general meetings of the Company every holder of stock or shares in the capital for the time being of the Company shall be entitled to one vote in respect of every share of ten pounds or ten pounds of stock held by him Provided always that no shareholder or stockholder shall be entitled to vote at any meeting unless he shall have paid all the calls then due upon the shares or stock held by him and that except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any shares or stock to which a preferential dividend has been assigned.

63. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the attorney of any shareholder or stockholder duly authorised in writing may appoint a proxy to vote for and on behalf of the shareholder or stockholder and for that purpose may execute on behalf of the shareholder or stockholder the necessary form of proxy Provided that the instrument appointing the attorney shall be transmitted to the secretary of the Company at the same time as the instrument appointing the proxy. As to appointment of proxies.

64. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 where several persons are jointly Joint holders.

A.D. 1913. — entitled to and registered as holders of any share or stock any one of those persons may vote at any meeting either personally or by proxy in respect of the share or stock as if he were solely entitled thereto but if more than one of the joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of the share or stock shall alone be entitled to vote in respect thereof Several executors or administrators of a deceased member in whose name any share or stock stands shall for the purposes of this section be deemed joint holders thereof.

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

65. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision
as to general
Railway
Acts.

66. Nothing in this Act contained shall exempt the Company or the South 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 passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company or the South Western Company.

Costs of Act.

67. 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.

The SCHEDULES referred to in the foregoing Act.

A.D. 1913.

FIRST SCHEDULE.**DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY
BE TAKEN.**

Area.	Nos. on deposited Plans.
RAILWAY No. 1.	
Borough of Hammersmith -	- 14 15.
RAILWAY No. 2.	
Borough of Hammersmith -	- 2 3 4 5 6 7 8 14 15.
RAILWAY No. 3.	
Borough of Hammersmith -	- 2 3 4 5 6 7 8 14.
RAILWAY No. 4.	
Urban district of Chiswick -	- 11 12 22 23 24 25 26 27 28 29 30 31 32 33 34 35 37 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91.
RAILWAY No. 5.	
Urban district of Chiswick -	- 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 153 154 157 160 161 162 164.
Urban district of Acton -	- 120 121 121A 122 123 124 125 126 127 127A 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 165 166 167 168 169 170 171.

A.D. 1913.

SECOND SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Area.	Nos. on deposited Plans.	Description of Property.
RAILWAY No. 4.		
Urban district of Chiswick.	9	Glasshouses offices forecourt and premises.
	10	Garden and outbuildings.
	94	Passage.
	95	Shop warehouse yard and premises.
	96	House garden and premises.
RAILWAY No. 5.		
Urban district of Chiswick.	161	Field.
	163	Railway station bridge over platforms offices and works.
Urban district of Acton.	161	Field.

THIRD SCHEDULE.

NUMBERS AND MARGINAL NOTES OF SECTIONS INCORPORATED.

ACT OF 1891.

- 8 Motive power.
- 34 Persons authorised to convey lands may grant easements.
- 43 Provision as to cellars under streets not referenced.
- 46 As to entrances at stations &c.
- 48 As to carting materials and soil outside the City.
- 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.
- 53 Inspection of works by Council.
- 54 Exhibition of placards in the county of London.
- 69 Deposit of objects of interest.
- 85 General provisions for protection of water gas hydraulic power and electric companies.
- 97 Company empowered to underpin or otherwise strengthen houses near railway.

[3 & 4 GEO. 5.]

*Central London Railway
Act, 1913.*

[Ch. lxxiii.]

ACT OF 1902.

A.D. 1913.

- 7 Power to retain sell &c. lands.
- 10 Agreements as to stations &c.

ACT OF 1907.

- 21 (Subsection 1) For protection of London County Council.
- 24 For protection of Metropolitan Water Board.
- 25 As to generating stations.
- 26 For protection of Commissioners of Works.

ACT OF 1909.

- 17 As to removal of letter boxes.
- 27 As to erection of buildings.
- 34 Amendment of section 10 of Act of 1902.

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