



CHAPTER cclvii.

An Act for incorporating the Edgware and Hampstead Railway Company and for empowering them to construct railways from Edgware to Golder's Green near Hampstead and for other purposes. A.D. 1902.

[18th November 1902.]

WHEREAS the railways hereinafter described worked by electricity would be of public and local advantage :

And whereas the persons hereinafter named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a company (in this Act called "the Company") and that the requisite powers be conferred upon them :

And whereas under section 18 of the Light Railways Act 1896 where a company has power to construct a railway they may be authorised by an order under that Act to construct and work or to work the railway or any part of it as a light railway under that Act :

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

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

[Ch. cclvii.] *Edgware and Hampstead Railway Act, 1902.* [2 EDW. 7.]

A.D. 1902. and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title. 1. This Act may be cited as the Edgware and Hampstead Railway Act 1902.

Incorporation of general Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts 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 railways and the works connected therewith;

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

The regulating of the use of the railways;

The settlement of disputes by arbitration;

Section 138 (as to service of notices);

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

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

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Company incorporated. 4. James Henry Hiley Arthur Stirling William Kemp Trotter and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and works by this Act authorised and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the Edgware and Hampstead Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold lease and dispose of lands and other property for the purposes of this Act.

[2 EDW. 7.] *Edgware and Hampstead Railway* [Ch. cclvii.]
Act, 1902.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and other works hereinafter described with all necessary and proper stations approaches works and conveniences connected with such railways and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes.

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Power to make railways and works.

6. Where the said railways and works will be constructed in tunnel at a depth of not less than forty feet between the crown of such tunnel and the surface of any street or road or other lands shown on the deposited plans and described in the deposited books of reference it shall be lawful for the Company if they think fit subject to the provisions of this Act to enter upon take and use as much of the subsoil beneath such street road or lands or any of them as may be necessary for the purposes thereof without being obliged to purchase and take the said lands or the surface thereof. But nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Acts.

As to construction of part of railway in tunnel.

7. The railways and other works hereinbefore referred to and authorised by this Act will be situate in the county of Middlesex and are as follows:—

Description of railways and works.

A Railway (No. 1) (4 miles 4 furlongs and 3 chains in length) commencing in the parish of Edgware and county of Middlesex near the entrance to the Edgware Station by the Railway Hotel and terminating in the parish of Hendon in the same county on the eastern side of the Finchley Road:

A Railway (No. 2) commencing in the said parish of Hendon by a junction with the Railway No. 1 at the termination thereof hereinbefore described and terminating as hereinafter provided.

8. Notwithstanding anything shown on the deposited plans and sections Railway No. 2 shall terminate by a junction with the Railway No. 1 authorised by the Charing Cross Euston and Hampstead Railway Act of this session in or near the property numbered on the deposited plans 127 in the parish of Hendon and the said railways shall be constructed and worked as a continuous line and

As to connection with Charing Cross Euston and Hampstead Railway.

A.D. 1902. the Company in constructing the said railways shall make such deviations from the lines and levels of the said railways as shown on the deposited plans and sections and within the limits of deviation prescribed by this Act as may enable the said railways to be so constructed as to be best adapted for the purpose of continuous working.

Any difference which may arise between the Company and the Charing Cross Euston and Hampstead Railway Company with reference to this matter shall be referred to the determination of Sir Alexander Binnie or failing him some other engineer to be appointed as arbitrator.

Inclination
of road.

9. In altering for the purposes of this Act the road numbered on the deposited plans 12 in the parish of Hendon the Company may make the same of any inclination not steeper than one in twenty.

For protec-
tion of urban
district
council of
Hendon.

10. In the construction of Railway No. 1 through the district of Hendon and in the subsequent maintenance thereof the Company shall be subject to the following provisions for the protection of the urban district council of Hendon (in this section called "the Hendon Council") (that is to say):—

(1) The bridge for carrying over the railway the public road known as Deansbrook Lane numbered on the deposited plans 12 in the parish of Hendon shall be so constructed that the inclination of the approaches thereto shall not respectively be steeper than one in thirty. The width of the road where altered shall be not less than fifty feet measured on the square for the full length thereof and the approaches thereto shall be of like width for the full length thereof. If the main sewer of the Hendon Council in Deansbrook Lane shall be broken up or destroyed or damaged in the execution of the works by this Act authorised the Company shall to the reasonable satisfaction of the Hendon Council restore the same or provide instead thereof another proper and sufficient sewer in substitution for any part so broken up destroyed or damaged. The Company shall also at their own expense carry out the necessary works for raising any existing manholes lampholes and ventilators of such sewer to the altered levels of the new road such works to be carried out to the satisfaction of the Hendon Council:

(2) The public footpath leading from the Hyde to Church End shown on the deposited plans at a distance of two miles two

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furlongs or thereabouts from the commencement of the railway which is included in the property numbered on the deposited plans 37 in the parish of Hendon shall be carried over the railway by means of a lattice girder foot-bridge having a clear width of six feet and of such a design as shall be reasonably approved by the Hendon Council with swing gates at both ends and such bridge shall be for ever maintained and kept in good repair by the Company to the reasonable satisfaction of the Hendon Council :

- (3) If any of the works to be done under and by virtue of this Act shall interfere in any way whatever with the embankment or road constructed by the Midland Railway Company under section 13 of the Midland Railway Act 1886 or the fences thereto or if the same shall be in any way prejudicially affected by vibration or otherwise the Company shall well and sufficiently and to the reasonable satisfaction of the Hendon Council protect restore and make good such embankments roads and fences so interfered with or affected and shall indemnify and hold harmless the Hendon Council from all claims and demands upon or against them by reason of such interference or failure on the part of the Company to properly protect and restore such embankments road and fences :
- (4) The Hendon Council's main intercepting outfall sewer near the line of the Midland Railway Company intersected by the railway in the field numbered 46 on the deposited plans and the council's low level sewer intersected by the railway in the fields numbered 50 51 and 52 on the deposited plans shall not be altered or interfered with :
- (5) The bridge to be constructed for carrying the railway over the public road known as Shirehall Lane numbered on the deposited plans 86 in the parish of Hendon shall be of a span of at least fifty feet measured on the square with a clear headway of sixteen feet throughout and the abutments of such bridge shall be faced with approved white glazed bricks :
- (6) The road known as Butcher's Lane numbered on the deposited plans 82 in the parish of Hendon shall be carried over the railway by means of a bridge having a clear width between the parapets of not less than fifty feet measured on the square and the level of the said road shall not be altered or interfered with :
- (7) The bridge to be constructed for carrying the railway over the public road known as Golder's Green Road numbered on

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- the deposited plans 93 in the parish of Hendon shall be of a span of at least fifty feet measured on the square with a clear headway of sixteen feet throughout and the abutments of such bridge shall be faced with approved white glazed bricks :
- (8) At the points where the railway will cross the public footpaths from Golder's Green to Temple Fortune (passing through the field numbered on the deposited plans 112 in the parish of Hendon) and from Golder's Green to Bridge Lane (passing through the field numbered on the deposited plans 109 in the parish of Hendon) the Company shall construct and at all times maintain under the said railways subways at least nine feet in width with a headway of not less than ten feet such subways to be faced with approved white glazed bricks The cost of keeping such subways efficiently lighted to the reasonable satisfaction of the Hendon Council shall be borne by the Company If the Company cross such public footpaths by means of a series of arches or viaduct the arch carrying the footpaths shall be of the character and description above described :
- (9) The public road numbered 119 on the deposited plans and known as Hoop Lane shall not be altered stopped up or interfered with If the railway is carried over such road by means of a bridge such bridge shall be of a span of at least fifty feet measured on the square with a headway of sixteen feet throughout and the abutments of such bridge shall be faced with approved white glazed bricks :
- (10) The bridge to be constructed for carrying the railway over the public road known as Finchley Road numbered on the deposited plans 123 in the parish of Hendon shall be of a span of at least sixty feet measured on the square with a clear headway of sixteen feet throughout and the abutments of such bridge shall be faced with approved white glazed bricks :
- (11) If by reason of any of the powers of this Act conferred upon the Company the cost of the construction of any sewers to be hereafter constructed by the Hendon Council shall be increased the Company shall bear any extra cost involved by special sewer construction rendered necessary by the existence of the railway and shall afford every facility for the execution of such sewerage works at all times by the servants of the Hendon Council :

(12) Nothing in this Act shall authorise the Company to construct a station or stations for generating electrical power or building any works or apparatus in connection therewith on any lands within the urban district of Hendon within fifty feet of the centre of the metalled portion of any road or within fifteen feet of any public footpath and the building line shall be distant at least fifty feet from the centre of the metalled portion of such road and at least fifteen feet from the centre of the public footpath : A.D. 1902.

(13) All tunnels arches and other works within the urban district of Hendon shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also exceptional traffic lawfully using the roads and the Company shall indemnify and make good to the Hendon Council all costs and expenses which the Hendon Council may incur or be put to by reason of any defect or insufficiency of strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid :

(14) Unless otherwise agreed upon between the Company and the Hendon Council the Company shall not in any way impede the public traffic along more than one half the width of any road in the district of the Hendon Council and where the surface of any such road has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the Hendon Council restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

(15) The Company shall construct all the bridges for carrying public roads over the railway above referred to with substantial parapets or close screens not less than six feet in height above the level of the road over such bridges and the approaches thereto and shall for ever thereafter at their own expense maintain and keep in good repair such parapets or close screens :

In constructing such bridges over public roads the Company shall do whatever is reasonably necessary to prevent water percolating through such bridges on to the said public roads ;

The abutments and foundations of all bridges over public roads shall be carried to such a depth below the surface

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as to enable the Hendon Council to safely construct reconstruct or repair any sewer or drain ;

The Company shall at their own expense maintain and keep in good repair all bridges authorised to be constructed under this Act for carrying the public roads in the urban district of Hendon over the railway together with the approaches embankments fences and all necessary works connected therewith and shall also maintain and keep in good repair to the reasonable satisfaction of the Hendon Council the roadway over such bridges and approaches ;

The Company shall in like manner maintain and keep in good repair all bridges to be constructed under this Act for carrying the railway over the public roads ;

No portion of the bridges to be constructed under this Act nor the parapets or screens of the bridges or the fences of the approaches thereto or any other erections of works of the Company in the urban district of Hendon shall be used for the posting of bills or for any other advertising purposes whatsoever :

(16) Where any of the works to be done under and by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain water-pipe watercourse gas-pipe hydrant defence or work under the jurisdiction or control of the Hendon Council or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence such work until they shall have given to the Hendon Council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the Hendon Council for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and if within fourteen days after service or delivery of the plan and section and particulars as aforesaid the Hendon Council signify their disapproval thereof then the Company shall not commence nor execute such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company :

(17) Notwithstanding anything contained in this Act as to the construction of the railway and the execution of the works

incidental thereto nothing shall authorise the Company to enter upon take or use the surface of any public street or road in the urban district of Hendon and the Company shall not deposit any subsoil or materials anywhere within such district so as to cause any nuisance or obstruction to any persons using such public street or road :

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(18) If by the certificate of the surveyor to the Hendon Council it appears that any of the roads repairable by the inhabitants at large have been injured or any extra expense has been incurred by the Hendon Council for repair of such roads by reason of the extraordinary traffic in the making or construction of the railway the Company shall on demand pay to the Hendon Council such costs charges and expenses as may be certified by such surveyor or if the amount thereof be disputed then such sum as may be awarded under the provision for arbitration hereinafter contained and in case of default of payment thereof the same may be recovered by the Hendon Council in a summary manner before the justices of the peace in petty sessions assembled together with all costs charges and expenses of and incidental to the same :

(19) Notwithstanding anything contained in this Act as to the period for the completion of the railway so much thereof as will be constructed in the urban district of Hendon shall be completed within a period of three years from the commencement of the works :

(20) In case of any difference or dispute arising between the Hendon Council and the Company touching or concerning the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be agreed upon or failing agreement to be nominated as referee by the Board of Trade on the application of either party after notice to the other.

11.—(1) The Company shall not commence nor execute any works over or affecting the main roads numbered on the deposited plans 93 and 123 in the parish of Hendon until they shall have first delivered to the council for the administrative county of Middlesex (in this section called "the county council") plans and drawings of the works intended to be executed and the same plans and drawings shall have been approved by the county council in writing under the hand of the clerk to the county council or by the engineer to be appointed as next hereinafter provided unless

For protec-
tion of
certain
main roads.

A.D. 1902. the county council shall have failed to signify their approval or disapproval or other direction within twenty-one days of the delivery to them of such plans and drawings. Provided always that if the county council shall disapprove of such plans and drawings of such works the reasonableness of such disapproval shall be settled by an arbitrator as hereinafter provided.

(2) Subject to the provisions of the section of this Act of which the marginal note is "For protection of urban district council of Hendon" the Company shall execute all such works as aforesaid in accordance with the said plans and drawings as approved and under the superintendence and to the reasonable satisfaction of the county council whose reasonable charges incident to the approval of the said plans and drawings and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the satisfaction of the county council.

(3) The Company in the execution of any such works as aforesaid shall not cause any interruption of the passage or conduct of the traffic over or along any of the said roads further or otherwise than to the extent of stopping the traffic over one half of the width of the roadway but shall cause as little detriment and do as little damage as may be to the said roads respectively and shall and will at their own expense in a proper and workmanlike manner and to the reasonable satisfaction of the county council make good all damage injury and disturbance whatsoever which shall happen or arise to the said roads or any or either of them by reason or in consequence of the execution or performance of any such works as aforesaid or any of them or for or by reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised.

(4) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall within fourteen days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to any such roads as aforesaid and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid.

(5) The Company shall compensate the county council for any injury which may be caused to the property or works of the county council by the construction of the works of the Company. A.D. 1902.

(6) Any additional expense in the maintenance of the aforesaid roads arising from the construction of the works of the Company and the cost of any underpinning or other works rendered necessary to secure the safety and stability of such roads shall be borne and paid by the Company.

(7) If any work connected with the repair re-formation or alteration in the level of any main road shall necessitate interference with any of the Company's works the Company shall in any and every such case thereupon at their own cost and expense remove such portion of their works as may be required by the county council, and may upon the completion of any work connected with any main road replace the works in such manner and in such position as the county council may approve and shall forthwith at the like cost and expense make good to the county council's satisfaction all disturbance or interference with any such main road.

The Company shall pay the reasonable expenses of the county council incident to the approval and superintendence of the removal and re-instatement of the Company's works.

(8) The Company shall during the progress and until the completion of so much of the said works as affect any such roads as aforesaid make and carry into effect such arrangement for lighting and watching the portions of the roads interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said roads.

(9) If any difference shall arise between the Company and the county council touching this section, or anything to be done or not to be done thereunder the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

12. The Company shall execute the works by this Act authorised so far as the same affect the River Brent the Silk Stream and the Deans Brook subject to the following conditions:— For protection of certain streams &c.

(A) The Company shall construct the bridges carrying the railways over the River Brent the Silk Stream and the Deans Brook respectively so that the respective waterways of the river stream and brook shall not be diminished or in any way lessened:

(B) The Company shall construct the bridges and execute all necessary works at their sole expense under the superintendence

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and to the reasonable satisfaction of the engineer for the time being of the county council of Middlesex (in this section called "the county engineer") and the Company shall at the like expense subsequently maintain the bridges over the River Brent the Silk Stream and the Deans Brook in good substantial condition to the reasonable satisfaction of the county engineer and in the event of any dispute or difference between the Company and the county council in respect of the matter aforesaid the same shall be referred to and settled by an engineer to be appointed by the Board of Trade on the application of either party.

For protec-
tion of Great
Northern
Railway
Company.

13. The following provisions for the protection of the Great Northern Railway Company (hereinafter called "the Great Northern Company") shall unless with the previous consent of the Great Northern Company in writing under their common seal apply and have effect:—

- (1) The expression "property of the Great Northern Company" when used in this section shall include any land railway siding or work belonging to the Great Northern Company:
- (2) With respect to any property of the Great Northern Company which the Company are by this Act authorised to enter upon use or interfere with for the purposes of Railway No. 1 by this Act authorised the Company may purchase and take and the Great Northern Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the said property an easement or right of constructing and maintaining Railway No. 1 as and so far as the same is according to this Act to be constructed on the property of the Great Northern Company But save as aforesaid the Company shall not without the previous consent of the Great Northern Company in writing under their common seal enter upon take use or interfere with any property of the Great Northern Company:
- (3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall include full compensation in respect of minerals under the property of the Great Northern Company which they may have purchased or for which they may have paid compensation and for all damage loss or inconvenience which the Great Northern Company

may suffer or sustain by or by reason of the exercise by the Company of the powers of this Act or of any Act incorporated therewith: A.D. 1902.

- (4) The Company shall carry Railway No. 1 under the property of the Great Northern Company at such point and in such position and at such level within the limits of deviation shown on the deposited plans as shall be reasonably approved by the engineer of the Great Northern Company (hereinafter called "the engineer") or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided:
- (5) The Company shall construct the bridge for carrying the Great Northern Railway over Railway No. 1 of a width sufficient to carry three lines of railway and measuring not less than forty-two feet between the parapets thereof at right angles to the Great Northern Railway:
- (6) The Company shall not construct any works whether temporary or permanent which may affect any property of the Great Northern Company except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided:
- (7) So much of the works of the Company as will affect the running lines of the Great Northern Railway shall be executed by the Great Northern Company at the expense of the Company:
- (8) Any works commenced by the Company for carrying the Great Northern Railway over the said Railway No. 1 shall if so required by the engineer be constructed continuously and without intermission both by day and night and on Sundays as well as on week days and shall be completed with all practicable despatch:
- (9) The Company shall maintain the portion of Railway No. 1 which affects the Great Northern Railway in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever

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the Company fail so to do the Great Northern Company may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing (as certified by the engineer) shall upon demand be repaid to them by the Company :

(10) The Company shall not in the execution maintenance or repair of any of their works remove or disturb any of the rails of any railway siding or work of the Great Northern Company or obstruct hinder or interfere with the free uninterrupted and safe user of such railway siding or work or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the railway or works of the Great Northern Company or interruption to the traffic thereon :

(11) The Company shall bear and on demand pay to the Great Northern Company the reasonable expense of the employment by that company during the execution or repair of any work affecting any property of the Great Northern Company of such inspectors watchmen and signalmen to be appointed by that company as may be necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connection with the said works :

(12) If by reason of the construction or working of the railway or works of the Company it shall become necessary to add or alter any signal cabins signal posts signals or other similar works or any electric telegraphic or telephonic wires or apparatus on any railway belonging to leased to or worked by the Great Northern Company the Great Northern Company may make such additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Company on demand and the cost of maintaining and working any additional signal cabins signal posts signals or other similar works and any additional wires or apparatus as aforesaid and a fair proportion of the cost of maintaining and working any altered

signal cabins signal posts signals or other similar works and any altered wires or apparatus as aforesaid shall at the end of every half year be repaid by the Company to the Great Northern Company : A.D. 1902.

(13) The Company shall bear and on demand pay to the Great Northern Company the expenses of any works or precautions which in the opinion of the engineer are reasonably necessary for the support or continuous working of any railway siding or work belonging or leased to or worked by the Great Northern Company by reason or in consequence of the execution user or failure of the Company's works :

(14) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any railway siding or work belonging or leased to or worked by the Great Northern Company 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 then the Great Northern Company may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the Great Northern Company by the Company on demand and the Company shall indemnify the Great Northern Company against all losses which that company may sustain and shall pay all costs charges and expenses which that company may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :

(15) If in the opinion of the Great Northern Company or (in case of difference between them and the Company) in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Great Northern Company to purchase or pay compensation for any minerals required to be left unworked (a) for the protection and safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or (b) for the protection and safety of the railway works or property of the Great Northern Company as well as of the said works to be

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constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided :

(16) If at any time hereafter the Great Northern Company shall be desirous of extending widening or altering any part of the railway or works affected by Railway No. 1 by this Act authorised the Company shall give to the Great Northern Company all proper and reasonable facilities for that purpose :

(17) The Company and the Great Northern Company may agree upon any variation of or alteration in the works in this section provided for or in the manner in which the same shall be executed :

(18) If any difference shall arise between the Company and the Great Northern Company or their respective engineers except under subsection (3) hereof as to the true intent and meaning of the foregoing provisions of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

For protec-
tion of
Midland
Railway
Company.

14. Notwithstanding anything contained in this Act or shown on the deposited plans Railway No. 1 where it will cross the Midland Railway between the points marked on the deposited plans 2 miles 3 furlongs and 2 miles 4 furlongs may and shall be constructed in the line marked red on the plan agreed between John Allen McDonald the principal engineer of the Midland Railway Company on behalf of that company and Sir Alexander Binnie on behalf of the Company and which plan is signed by the Chairman of the Committee of the House of Commons to whom the Bill was referred and shall be constructed in such manner as shall be agreed between them.

The Company shall not enter upon take or use any of the lands works and property of the Midland Railway Company without the consent in writing of that company under their common seal but the Company may take and the Midland Railway Company shall sell an easement or right of making and maintaining the said railway in the line and manner agreed as aforesaid.

15. In constructing the bridge for carrying Deansbrook Lane numbered on the deposited plans 12 in the parish of Hendon over Railway No. 1 the Company shall at their own expense provide and lay down a pipe three inches in diameter in substitution for that part of the existing three-inch pipe of the Colne Valley Water Company which is now laid along the said road and shall also make provision for enabling the Colne Valley Water Company at any time hereafter to lay down over the said bridge and approaches another pipe of six inches in diameter and the Company shall provide the greatest depth of cover over the said pipes but in any case not less than twelve inches which will be consistent with the construction of the said bridge in accordance with the provisions of this Act and the Company shall encase the pipe to be laid in substitution for the said existing pipe with non-conducting composition at least six inches in thickness and the work shall be carried out under the supervision and to the reasonable satisfaction of the engineer of the Colne Valley Water Company.

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For protec-
tion of Colne
Valley Water
Company.

Any difference which may arise between the Company and the Colne Valley Water Company under the provisions of this section shall be referred to the determination of an engineer to be appointed by agreement between the Company and the Colne Valley Water Company or in default of agreement to be nominated by the President of the Institution of Civil Engineers.

16.—(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (hereinafter called "apparatus") of any gas water hydraulic power or telephone company or of any undertakers under any order granted under the Electric Lighting Acts 1882 and 1888 (each hereinafter referred to as "the protected company" and collectively as "the protected companies") are situate the Company shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and description shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work.

General pro-
visions for
protection of
water gas
hydraulic
power and
electric
companies.

If it should appear to any protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water hydraulic power electric energy or gas such protected company may give notice to the Company to lower or

A.D. 1902. otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section called "protective works") shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. And if any protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such protective works so require such protected company may by their own engineer or workmen do and execute such protective works so far as they interfere with or affect the apparatus of such protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution thereof.

(2) In the event of such plans sections and descriptions so delivered to the protected companies as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith.

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

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

sum as shall be equal to the aggregate loss or damages which the protected company may sustain or incur by reason of such interruption. A.D. 1902.

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

(6) It shall be lawful for any protected company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there is existing any apparatus of such protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing such protected company their engineers or workmen or others in the employ of such company shall not interrupt the user of any of the works by this Act authorised And provided also that such protected company shall make good and reimburse to the Company all damages to the works of the Company by this Act authorised occasioned by the exercise of the powers by this section reserved.

(7) It shall not be lawful for the Company to lay down any line or rail or to do any act or work for working the railway by electricity whereby any electric apparatus of any protected company is or may be injuriously affected and before any such line or rail is laid down or any such act or work is done within ten feet of any part of any electric apparatus of such company (other than repairs or the laying of lines crossing the electric apparatus of such company at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the Company or their agents not less than fourteen days before commencing such work shall give written notice to such company specifying the course of the line or rail and the nature of the work including the gauge of any wire or wires intended to be used for electrical energy and the company and their agents shall conform

A.D. 1902. with such reasonable requirements (either general or special) as may from time to time be made by such company for the purpose of preventing any electric apparatus of such company from being injuriously affected by the said act or work.

(8) If any difference shall arise with respect to any matter under this section between the Company and any protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to any such company under the foregoing provisions of this Act the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

(9) In settling any question under this section an arbitrator shall have regard to any duties or obligations which the protected company may be under in respect of its apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid interference with any purpose for which the protected company's apparatus is used so far as may be possible.

For protec-
tion of
William
Ruddock.

17. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions for the protection of William Ruddock and his sequels in estate (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner have effect (that is to say):—

- (1) The Company shall not acquire any greater extent of the property of the owner than that which is coloured red on the plan signed by George Frank Burn on behalf of the Company and John Pollard on behalf of the owner:
- (2) Railway No. 1 shall between the points marked respectively 3 furlongs and 5 furlongs on the deposited plans be constructed as near to the south-west limit of deviation as is reasonably practicable having regard to the crossing of the Great Northern Railway and the said railway between the said points shall be constructed in accordance with the levels shown on the deposited sections:
- (3) The Company whenever required by the owner shall construct a bridge across Railway No. 1 having a width between the parapets of not less than forty feet together with a roadway thereover and proper approaches thereto of a similar width on either side and such roadway and approaches shall be properly made up and metalled and the gradient of such approaches shall be not steeper than 1 in 25:

- (4) The said bridge and approaches shall be constructed at such point as the owner shall require and in accordance with plans and sections to be previously approved by the engineer of the owner and under his supervision and the Company shall on demand pay the reasonable costs charges and expenses of the said engineer in connection with the approval of the said plans and sections and the supervision of the construction of the said bridge and the approaches : A.D. 1902.
- (5) Subject to any necessary consent or authority being obtained by the owner the Company shall divert the footpath shown on the deposited plans as crossing the properties numbered 13 and 14 in the parish of Hendon so that the same footpath between Deansbrook Lane and the point where it will cross the railway shall follow as nearly as practicable the line of the railway :
- (6) If any difference shall arise between the Company and the owner or their respective engineers as to the true intent and meaning of the foregoing provisions of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

18. For the protection of Samuel Henry Beddington Herbert Melville Beddington and David Lionel Beddington their heirs and assigns (all of whom are in this section included in the expression "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say) :—

For protec-
tion of
Samuel
Henry Bed-
dington and
others.

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not enter upon take or use any portion of the property of the owners numbered 109 to 113 inclusive on the deposited plans in the parish of Hendon save and except so much of such property as may be required for the purpose of the construction of Railway No. 1 and if necessary the platforms and works incident to a passenger station provided that such station and platforms shall be of a reasonably ornamental character when seen from North End Road and the lands of the owners but no goods siding coal depôts or any other building whatever except as aforesaid shall be constructed or erected on the lands to be acquired from the owners :
- (2) The Company shall soil and sow with good grass seed the slopes of the embankments upon which Railway No. 1 will be

A.D. 1902.

carried through the property of the owners and shall plant the same to the reasonable satisfaction of the owners and shall from time to time renew such plantation, as occasion may require but so that such plantation shall not interfere with the safe working of the railway :

(3) In order to maintain access from lands of the owners on the north and east of the proposed railway to North End Road the Company shall form and complete a proper metalled roadway and footways to the reasonable satisfaction of the engineers of the owners from North End Road through the lands of the owners to the northern extremity of the lands taken from the owners by the Company as shown on a plan signed by the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred such roadway and footways to be together at least forty feet wide and shall carry the Railway No. 1 over such roadway by means of a reasonably ornamental arch or a flat girder bridge of a single span not less than forty feet measured on the square and of a headway throughout of not less than sixteen feet—the abutments and wing-walls of such bridge to be of stone and the wing-walls curved on plan The laying out of such roadway and the design specification and construction of such bridge shall be submitted to and reasonably approved by the engineers of the owners :

(4) The Company shall carry the said roadway and footways over the stream or brook which runs through the property of the owners (and numbered 109 on the deposited plans) by means of a bridge where such road crosses the said stream or brook and shall construct the road at such a level as to prevent any flooding thereof by the said stream or brook :

(5) The Company shall properly maintain and drain and keep drained the roadway and footways so to be formed and maintained and keep the said bridge watertight and painted and in substantial and ornamental repair :

(6) The Company shall not allow any portion of the said bridge or of the walls or parapets in connection therewith or the said embankment slopes to be used for the posting of bills erection of hoardings or for other advertising purposes :

(7) A culvert shall be provided under the Railway No. 1 for the said stream or brook which runs through the property of the owners where such brook is intercepted by the embankment on which Railway No. 1 is to be carried and such culvert shall be

six feet in width and shall be constructed to the reasonable satisfaction of the engineers of the owners : A.D. 1902.

(8) Where the railway passes over the sewer running through the lands of the owners to North End Road provision shall be made to the satisfaction of the Hendon Urban District Council for protecting such sewer from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :

(9) In case of any dispute arising between the Company and the owners touching or concerning any matter under this section or anything to be done or not to be done hereunder such difference shall be determined by an arbitrator to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the Board of Trade :

(10) The provisions of this section shall be without prejudice to any claim of the owners for compensation in respect of any lands of the owners taken by the Company under the powers of this Act And with regard to any claim by the owners for compensation for damage by severance or otherwise injuriously affecting their other lands in the parishes of Hendon and Finchley the provisions of this section shall be taken into account as accommodation works for the owners in part satisfaction of the said damage.

19. For the protection of the governor and company of the New River brought from Chadwell and Amwell to London (commonly called and hereinafter referred to as "the New River Company") the following provisions shall unless otherwise agreed between the New River Company and the Company have effect (that is to say) :— For protec-
tion of New
River Com-
pany.

(1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not acquire any part of the lands coloured red on the plan signed by Joseph Francis on behalf of the New River Company and Frederick Hugh Cripps on behalf of the Company and hereinafter referred to as "the signed plan" nor shall the Company acquire any greater quantity of the lands coloured green and brown on the signed plan (in along and under which lands coloured green the New River Company claim to have acquired under the powers of the New River Company's Act 1897 the right or easement of constructing inspecting maintaining renewing or removing the Aqueduct No. 5 and other works by that Act authorised)

A.D. 1902.

than is required for the purpose of constructing the railway and works by this Act authorised :

(2) If the Company construct Railway No. 2 in such manner that the said railway or any part thereof shall be over or upon any part of the land coloured green and brown on the signed plan or in such manner as to prevent or impede free access by the New River Company to the said land for the purpose of constructing maintaining inspecting removing renewing and using mains pipes and other works and appliances in connection therewith for the time being of the New River Company the following provisions shall have effect (that is to say) :—

(A) The Company shall not later than the thirty-first day of December one thousand nine hundred and two take and acquire the fee simple of so much of the lands coloured green and brown as aforesaid as is required for the purpose of constructing the railways and works by this Act authorised ;

(B) As soon as conveniently may be after the acquisition of the said land by the Company and before the commencement of the construction of the said Railway No. 2 or any part thereof on any of the said lands coloured green on the signed plan the New River Company shall at the cost in all things of the Company construct and with due diligence complete under the portion of the said land coloured green so acquired by the Company for the entire length of the portion of land so acquired a subway of an internal width of not less than twelve feet and having a headway of not less than eight feet six inches with proper and convenient means of access thereto at the southerly end thereof and with a ventilating shaft at the northerly end thereof and with all necessary and proper provision for the drainage of such subway with subsidiary works for access for the purpose of affording protection for and access to all such mains pipes works and appliances for the time being of the New River Company such subway to be constructed in the manner and of the materials and in accordance with the dimensions and sections specified in a plan dated the thirtieth day of April one thousand nine hundred and two and signed by the said Joseph Francis the engineer of the New River Company and by William Robert Galbraith on behalf of the Charing Cross Euston and Hampstead Railway Company ;

- (C) Such subway shall for ever thereafter be maintained in good repair order and condition by the Company ;
- (D) The New River Company shall at all times thereafter by themselves their officers contractors agents and servants have free access to the said subway and the sole and exclusive use thereof for the purpose of constructing maintaining inspecting removing renewing and using any mains or pipes for the time being of the New River Company ;
- (E) The Company shall provide by means of a road communicating with the Finchley Road free right of access at all times for vehicular and pedestrian traffic as well by the New River Company as the Company and their respective officers contractors agents and servants to the said subway on the northern side of the point at which the works of the Company may be laid across such subway and if the road affording such access shall meet the said subway at a point more than fifty yards to the northwards of the valvehouse shown on the plan the Company shall provide an arch underneath the works of the Company having a width of at least four feet and a height of at least six feet six inches for the passing at all times of pedestrian traffic as well of the New River Company as the Company and their respective officers contractors agents and servants underneath the works of the Company And in the meanwhile and until the said arch shall have been completed the Company shall provide for the use of the New River Company and their officers servants and workmen a safe and convenient means of passage over and along so much of the land coloured green as shall have been acquired by the Company ;
- (F) The Company shall not under the provisions of this Act unless with the consent of the New River Company acquire or interfere with the subsoil below a depth of two feet from the existing surface of any part of the lands coloured green and brown on the signed plan ;
- (G) No works shall be carried out by the Company on the lands adjacent to the lands coloured green or brown on the plan which might injuriously affect the support to the New River Company's works which are proposed to be constructed on those lands ;
- (H) After the completion of the subway which in this and the subsequent subsections of this section shall be deemed to include the aforesaid means of access and drainage and the

A.D. 1902.

A.D. 1902.

said ventilating shaft the Company shall at all times maintain the structure thereof in good and substantial repair and condition to the satisfaction of the New River Company ;

- (I) The said land coloured green acquired by the Company shall notwithstanding anything in this Act contained remain and be subject to the right or easement so acquired by the New River Company as aforesaid ;
- (K) The Company shall not do or cause or suffer to be done any act matter or thing whereby the said subway or the aqueduct or line or lines of pipes and apparatus of the New River Company in or adjacent to the same shall be damaged or whereby the access to such subway or the proper ventilation or drainage thereof may be interrupted or impeded :
- (3) If any interruption in the supply of water by the New River Company shall without the written authority of the New River Company be in any way occasioned either by the execution of the works by this Act authorised or by the acts or defaults of the Company or of any person in the employ of them or any or either of them in connection with such works the Company shall pay to the New River Company such sum as shall be equal to the aggregate loss or damage which the New River Company may sustain or incur by reason of such interruption :
- (4) If in the construction of the Railway No. 1 the aqueduct or pipe which the New River Company are authorised to construct in the Finchley Road or the outlet of such pipe (the land forming the site of such outlet being coloured blue on the signed plan) or the free flow of water in the stream into which the same will discharge shall be interfered with by the Company the Company shall make proper provision to the satisfaction of the New River Company for discharging any water which the New River Company may require to discharge and for providing access for the New River Company to any works constructed by the Company in that behalf :
- (5) All works constructed by the Company under the provisions of this section shall be maintained in good and efficient repair by the Company to the satisfaction of the New River Company :
- (6) Any difference or dispute between the Company and the New River Company relating to any matter contained in this section shall be determined by arbitration in manner provided by the Arbitration Act 1889.

EDW. 7.] *Edgware and Hampstead Railway* [Ch. cclvii.]
Act, 1902.

20. Notwithstanding anything in this Act or shown on the deposited plans the Company shall not without the previous consent in writing of the Regent's Canal and Dock Company (hereinafter called "the canal company") enter upon take or use any portion of the properties coloured green on the plan signed by George Frank Burn on behalf of the Company and John Glass on behalf of the canal company nor shall the Company except by agreement with the canal company abstract water from the Silk Stream or the Brent Reservoir or interfere with the flow of water in to or from the said stream or reservoir and the Company on the one hand and the canal company on the other hand may enter into and carry into effect agreements with respect to the supply by the canal company to the Company of water from the said stream or reservoir for condensing and other purposes of the Company's undertaking.

A.D. 1902.
For protection of
Regent's
Canal and
Dock Com-
pany.

21. If the Company give notice to the Ecclesiastical Commissioners that they require to purchase or take under the powers of this Act any lands belonging to the Ecclesiastical Commissioners in the parish of Hendon in the county of Middlesex the following provisions shall notwithstanding any other provisions of this Act have effect for the protection of the Ecclesiastical Commissioners (that is to say):—

For protec-
tion of Eccle-
siastical
Commis-
sioners.

(1) The Company shall not except with the consent of the Ecclesiastical Commissioners use otherwise than for the purposes of a passenger station or station-master's house any portion of any lands acquired by them from the Ecclesiastical Commissioners under this Act and being situate to the south of the running lines of their proposed Railways Nos. 1 and 2:

(2) All the land purchased by the Company from the Ecclesiastical Commissioners under the provisions of this Act shall be subject to the provisions of but not with the benefit of any rentcharge or sum payable to the Commissioners under a deed of conveyance and grant of easements made between the Ecclesiastical Commissioners of the one part and the Governor and Company of the New River brought from Chadwell and Amwell to London of the other part and dated the first day of May one thousand nine hundred and two:

(3) The Company shall not except with the consent of the Ecclesiastical Commissioners in the execution of any of the works by this Act authorised on lands purchased from the Ecclesiastical Commissioners deviate vertically more than five feet from the levels thereof marked on the deposited sections.

A.D. 1902.

For protec-
tion of Anna
Sophia
Metcalfé.

22. For the protection of Anna Sophia Metcalfe of Highfield Golder's Green in the county of Middlesex spinster (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say) :—

- (1) In exercise of the powers of this Act the Company shall acquire from the owner the lands forming part of the field numbered on the deposited plans 91 in the parish of Hendon which are delineated and coloured green on the plan signed by the Right Honourable Lord Ribblesdale the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred :
- (2) The Company shall not under the powers of this Act enter upon take or use any other lands of the owner than the said lands :
- (3) The railway shall be so laid out that the centre line thereof is in the position indicated by the red line marked A B C D on the said plan :
- (4) Within three months after obtaining possession of the said lands to be acquired by them as aforesaid the Company shall in a sound and workmanlike way and to the reasonable satisfaction in all respects of the owner erect a brick wall not less than eight feet in height from the surface of the ground and not less than twelve inches thick along the southern boundary of the said lands such wall to be the property of the owner :
- (5) Within six months after the laying of the permanent way of the railway between the points marked A and D on the said plan the Company shall to the reasonable satisfaction of the owner plant with evergreen trees and shrubs the entire space (including the embankment of the railway) between the said wall and the line of the railway and shall in like manner at all times thereafter keep the said space so planted :
- (6) The Company shall not use any part of the said lands to be acquired by them for the purpose of an electrical generating station or a goods yard or for engineering works or for any purpose causing or calculated to cause injury or annoyance to the owner or occupier of any land or premises in which the owner now possesses any estate or interest and no buildings upon the said lands to be acquired by the Company shall be used otherwise than as private dwellings.

A.D. 1902.

23. The traffic on the railways shall be worked by means of carriages moved by electric or mechanical power.

Motive
power.

24. Subject to the provisions of this Act (and in addition to any other lands which the Company are by this Act authorised to acquire) the Company may enter upon take hold and use for the purposes of a station for generating electric power the lands hereinafter described and delineated on the deposited plans and described in the deposited books of reference or any part thereof (that is to say) :—

Lands for
generating
station.

Lands in the parish and urban district of Hendon and county of Middlesex bounded on the east by the Midland Railway and the Hendon sidings on the north-east and north by the road known as Colin Deep Lane on the south by the footpath which passes under the Midland Railway 6 chains or thereabouts southward of the Colin Deep Bridge and thence to the Hyde and on the west in part by the stream known as the Silk Stream and in part by that part of the Welsh Harp which is northward of the said footpath :

And the Company may erect maintain and use on such lands or on any part thereof a station for generating electrical energy with all such engines dynamos batteries plant machinery works and conveniences as may be necessary or suitable but nothing in this Act shall empower the Company to erect any station for generating electrical energy on any lands other than those described in this section.

25. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages :—

Provisions
respecting
use of elec-
trical power.

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

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

(3) The electrical power shall be used only in accordance with regulations to be prescribed by the Board of Trade (hereinafter

A.D. 1902.

referred to as "the Board of Trade regulations") and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :

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

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

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

(7) When any department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that department the Board of Trade after such inspection or inquiry as they may think proper may by their regulations require the Company to use such reasonable and

proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the Company's works and apparatus be accompanied by any person or persons appointed in that behalf by the government department concerned and the Company shall give all due facilities for the inspection Provided always that in the case of any observatory or laboratory established after the passing of this Act or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the passing of this Act the Board of Trade shall consider to what extent if any it is expedient in the interests of the public that the powers of this subsection should be exercised regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be :

A.D. 1902.

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

26. In the event of the railways of the Company 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 :—

For protec-
tion of Post-
master-
General.

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

A.D. 1902.

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 :—

(1) 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 :

(2) 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 :

(3) 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 A.D. 1902.
railways whether constructed in tunnel or not:—

- (1) 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 :
- (2) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other person generating or using electric currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments (by working their 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 :
- (3) 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 :
- (4) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they

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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 :

(5) 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 :

(6) 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 :

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

(8) 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 :

(9) 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.

Capital.

27. The capital of the Company shall be three hundred and sixty thousand pounds in thirty-six thousand shares of ten pounds each.

Shares not to be issued until one fifth paid up.

28. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

29. One fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall intervene between

successive calls and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. A.D. 1902.

30. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and twenty thousand pounds but no part thereof shall be borrowed until the whole capital of three hundred and sixty thousand pounds is issued and accepted and one half thereof 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 capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons to whom the same was issued or their executors administrators successors or assigns and 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 shall be sufficient evidence thereof. Power to borrow on mortgage.

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

32. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Power to create debenture stock.

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Receipt in
case of per-
sons not sui
juris.

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

Application
of moneys.

34. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First ordi-
nary meeting.

35. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of
directors.

36. The number of directors shall be three but the Company may vary the number provided that the number be not at any time more than five nor less than three.

Qualification
of directors.

37. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of
directors.

38. The quorum of a meeting of directors shall be three.

First direc-
tors.

39. James Henry Hiley Arthur Stirling and William Kemp Trotter shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of
directors.

Period for
compulsory
purchase of
lands.

40. 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.

Persons
authorised
to convey
lands may
grant ease-
ments &c.

41. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or

privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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42. 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.

Power to deviate laterally.

43. In the execution of the works by this Act authorised in tunnel 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 that the said works shall be constructed at a depth below the surface of not less than twenty feet measured from the surface of the street or land to the extreme top of the tunnel.

Power to deviate vertically.

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

Provisions as to cellars under streets not referred.

45. If in the execution and maintenance of any works authorised by this Act it shall be necessary in order to avoid injury to the houses and buildings within one hundred feet of the railway to underpin or otherwise strengthen the same the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

Company empowered or may be required to underpin or otherwise strengthen houses near railway.

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

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

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven

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days after the giving of such notice give a counter notice in writing that he or they (as the case may be) disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :

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

(5) The cost of the reference shall be in the discretion of the referee :

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

(7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845. A.D. 1902

46. The Company shall not under the powers of this Act purchase, acquire or appropriate in any borough or urban district and (elsewhere than in any borough or urban district) any parish ten or more houses which were on the fifteenth day of December last or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers. Restriction on taking houses of labouring class.

If the Company purchase, acquire or appropriate any house or houses, site or sites under the powers of this Act or for any of the purposes of this Act in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house or site which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom. Provided that the court may if it think fit reduce such penalty.

For the purposes of this section "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" in this section means mechanics, artisans, labourers and others working for wages, hawkers, costermongers, persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

47. The Company on the one hand and the Charing Cross Euston and Hampstead Railway Company (hereinafter called "the Charing Cross Company") on the other hand may enter into and carry into effect any agreements with respect to the working, use, management and maintenance of the railways by this Act authorised and the use of electrical energy apparatus and appliances and the costs, charges and expenses of such use, management and maintenance and as to the transmission of the traffic of the railways of the Company and the Charing Cross Company and the apportionment of tolls, rates and charges arising from any such traffic. Working of railways in connection with railways of Charing Cross Company.

48. Nothing in this Act shall be deemed to limit or restrict any powers of the Board of Trade under section 18 of the Light Railways Act 1896 and that Board may on the application of the Saving power of Board of Trade under

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section 18 of
Light Rail-
ways Act
1896.

Company by order under the said Act authorise the construction and working of the railways authorised by this Act or any part thereof as a light railway.

Landowners
may exercise
powers of
Light Rail-
ways Act.

49. Any owners of lands which may be taken for the purposes of the railways by this Act authorised shall have and may exercise all such powers as under section 19 of the Light Railways Act 1896 such persons would have and might exercise in the case of a light railway and such powers shall extend to any corporate or college property and the owners thereof.

Deposit
money not to
be repaid
except so far
as railway is
opened.

50. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of twenty-three thousand and seventeen pounds fourteen shillings and eightpence two and three-quarters per centum consolidated stock being equal in value to five per centum on the amount of the estimate in respect of the railways and works originally proposed to be authorised by the Bill for this Act has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act :

And whereas a portion of Railway No. 2 as originally proposed is not authorised by this Act and the sum of eleven thousand one hundred and sixty pounds two and three-quarters per centum consolidated stock (part of the said sum of twenty-three thousand and seventeen pounds fourteen shillings and eightpence) is attributable to the said portion of railway :

And whereas the sum of eleven thousand eight hundred and fifty-seven pounds fourteen shillings and eightpence two and three-quarters per centum consolidated stock being the balance of the said sum of twenty-three thousand and seventeen pounds fourteen shillings and eightpence is equal in value to five per centum on the amount of the estimate of the railways by this Act authorised (which sum of eleven thousand eight hundred and fifty-seven pounds fourteen shillings and eightpence is in this Act referred to as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion

of the railways open the same for the public conveyance of passengers and if the Company shall make default in so opening the railways the deposit fund shall be applicable and shall be applied in the manner provided by the next following section of this Act. Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

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51. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors 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 railways 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. And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund 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 undertaking 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.

Application
of deposit.

A.D. 1902. shall be repaid to the depositors. Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of portion of deposit money.

52. On the application of the depositors in a summary manner at any time after the passing of this Act the High Court may and shall order that the sum of eleven thousand one hundred and sixty pounds two and three-quarters per centum consolidated stock hereinbefore mentioned and any interest thereon shall be transferred to the depositors or as they may direct.

Period for completion of works.

53. If the railways and works are 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 same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Rates for passengers.

54. The Company may subject to the provisions of this Act demand and take—

For every passenger conveyed in carriages in or upon the railways or any part thereof any sum not exceeding twopence for each mile or part of a mile.

Passengers' luggage.

55. Every passenger travelling upon the railway may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof all such personal luggage to be carried by hand and at the responsibility of the passenger and not to occupy any part of a seat or to be of a form or description to annoy or inconvenience any other passenger.

Tolls for small parcels.

56. The Company may demand and take for small parcels conveyed upon the railway any rates or charges not exceeding the following (that is to say) :—

- For any parcel not exceeding seven pounds in weight threepence;
- For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;
- For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;
- For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence:

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee

meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages. A.D. 1902.

57. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway. Foregoing charges not to apply to special trains.

58.—(1) The Company shall at all times after the opening of their railways authorised by this Act or any part thereof for conveyance of passengers run a sufficient number of trains which shall stop either at all stations or at such stations as may be required for the convenience of workmen and shall be timed to arrive at both terminal stations up to eight o'clock on every morning of the week except Sundays Christmas day Good Friday and bank holidays. Trains and cheap fares for labouring classes.

(2) The Company shall issue tickets for workmen available for all trains which shall be timed to arrive at either terminal station up to eight o'clock a.m. at fares which shall not exceed twopence single and threepence return fare from Edgware to Hampstead and vice versa.

(3) A workman's return ticket issued in pursuance of this section shall entitle the holder to return in a third-class carriage by any train during the day and to leave the train at the station from which the holder started or at any intermediate station at which the train shall stop.

(4) The Company shall publish and keep published in some conspicuous and convenient part of every station on the railway notice boards or placards setting forth the conditions on which workmen's tickets are issued the fares charged in respect thereof and the trains by which such tickets are available and shall also publish the like information in their book of time tables.

(5) The liability of the Company under any claim to compensation for injury or otherwise in respect of any passenger travelling by any train run or provided under this section or any passenger returning at a fare fixed under and for the purposes of this section shall be limited to a sum not exceeding one hundred pounds.

(6) On complaint being made to the Board of Trade with respect to the sufficiency convenience number or times of workmen's trains or the sufficiency of the accommodation provided thereby or the fares or tickets the Board of Trade may after inquiry make such

A.D. 1902. order upon the Company as having regard to the circumstances may appear to the board to be necessary to give effect to the purposes of this section.

Working
class trains.

59. Nothing in this Act shall be deemed to confer on the Company any right to claim exemption from any requirements of the Board of Trade under the Cheap Trains Act 1883 or any statutory modifications thereof or from the provisions of any general Act or any special Act of Parliament which may be hereafter passed dealing with the subject of cheap trains.

Power to pay
interest out
of capital
during con-
struction.

60. Notwithstanding anything in this Act or any Act or Acts incorporated herewith it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares 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 hereinafter 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 share 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 who or whose executors administrators or assigns are legally liable for the same :

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

(C) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share 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 :

(D) Notice that the Company has 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 and in every certificate of shares :

(E) The half-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. A.D. 1902.

Save as hereinbefore 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 on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder 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.

61. Proceedings for the recovery of any demand not exceeding fifty pounds made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in the county court. Recovery of demands under fifty pounds.

62. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments (including the subsoil and under surface of any street road or subway) or any rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown without the consent in writing of the Commissioners of Woods on behalf of His Majesty first had and obtained for that purpose (which consent such commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty. Saving rights of Crown.

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

64. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Provision as to general Railway Acts.

A.D. 1902. 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 by this Act.

Costs of Act. **65.** 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.

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