



CHAPTER xc.

An Act to empower the Grand Union Canal Company to execute works and improve part of their canal to confer powers upon that company with reference to part of the Oxford Canal Navigation and for other purposes. A.D. 1931.

[31st July 1931.]

WHEREAS the Grand Union Canal Company (hereinafter referred to as "the Company") are the owners of the Grand Union Canal consisting of a navigation (formerly comprising the Regent's Canal and the Grand Junction Canal and hereinafter referred to as "the Grand Junction section") extending from Limehouse Basin in the county of London to the city of Leicester with various branches and of a navigation (formerly comprising the Warwick and Birmingham Canal Navigation the Warwick and Napton Canal Navigation and the Birmingham and Warwick Junction Canal Navigation and hereinafter referred to as "the Warwicks section") extending from Napton in the county of Warwick to the city of Birmingham :

And whereas the Grand Junction section and the Warwicks section are connected with one another by the portion (hereinafter referred to as "the Oxford section") of the Oxford Canal Navigation which extends from Braunston to Napton aforesaid and traffic is conveyed over the Oxford section between the Grand Junction section and the Warwicks section :

A.D. 1931.

And whereas it is expedient that the Company should be empowered to execute the works upon the Warwicks section and to exercise the powers with reference to the Warwicks section and the Oxford section which are described in this Act with the object of making provision for the navigation of those sections by craft of larger dimensions than those of the craft which can now navigate the same and that the Company should be empowered to acquire lands for the purposes of the said works and for other purposes of their undertaking :

And whereas the tolls dues and charges which the Company are authorised to levy in respect of the Grand Union Canal are regulated by the following Acts and Orders (that is to say) :—

- (a) as respects so much of the Grand Junction section as formerly comprised the Grand Junction Canal by the Canal Tolls and Charges (Grand Junction Canal) Order 1893 scheduled to and confirmed by the Canal Tolls and Charges (Grand Junction Canal) Order Confirmation Act 1893;
- (b) as respects so much of the Grand Junction section as formerly comprised the Regent's Canal by the Canal Tolls and Charges No. 5 (Regent's Canal) Order 1894 scheduled to and confirmed by the Canal Tolls and Charges No. 5 (Regent's Canal) Order Confirmation Act 1894;
- (c) as respects so much of the Warwicks section as formerly comprised the Warwick and Birmingham Canal Navigation by the Canal Tolls and Charges (Warwick and Birmingham Canal) Order 1893 scheduled to and confirmed by the Canal Tolls and Charges (Warwick and Birmingham Canal) Order Confirmation Act 1893; and
- (d) as respects so much of the Warwicks section as formerly comprised the Warwick and Napton Canal Navigation and the Birmingham and Warwick Junction Canal Navigation by the Canal Tolls and Charges (Aberdare &c. Canals) Order 1894 scheduled to and confirmed by the

Canal Tolls and Charges (Aberdare &c. Canals) A.D. 1931.
Order Confirmation Act 1894; —

and as respects the Warwicks section by directions given by the Minister of Transport under section 3 of the Ministry of Transport Act 1919 and dated the ninth day of October one thousand nine hundred and twenty pursuant to which the Company are empowered to charge temporarily tolls dues and charges in excess of the maximum tolls dues and charges authorised by the Charges Orders of 1893 and 1894 referred to in the foregoing paragraphs (c) and (d):

And whereas by the Canals (Continuance of Charging Powers) Acts 1922 and 1924 the Expiring Laws Act 1925 the Expiring Laws Continuance Act 1926 the Expiring Laws Continuance Act 1927 and the Expiring Laws Continuance Act 1928 the increased tolls dues and charges authorised by the said directions of the Minister of Transport have been from time to time continued in force but will on the thirty-first day of December one thousand nine hundred and thirty-one cease to be in force unless continued by Parliament:

And whereas in order to enable the Company after the said thirty-first day of December one thousand nine hundred and thirty-one to charge adequate tolls dues and charges in respect of the Warwicks section it is expedient that provision should be made as in this Act contained with reference to the tolls dues and charges to be leviable by the Company in respect of that section after the said date:

And whereas it is expedient that the provisions contained in this Act with respect to the revision of the tolls dues and charges from time to time leviable by the Company in respect of the Grand Junction section as well as of the Warwicks section should be enacted:

And whereas it is expedient that the additional capital and borrowing powers contained in this Act should be conferred upon the Company and that the other provisions contained in this Act should be enacted:

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

And whereas plans and sections showing the lines or situations and levels of the works by this Act authorised (such plans showing also the lands which may be acquired

A.D. 1931. or used compulsorily under the powers of this Act for the purposes of the said works) and plans showing the lands which may be acquired or used compulsorily for other purposes with a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands have been deposited with the respective clerks of the county councils of the administrative counties of Warwick and Northampton and with the town clerk of the city and county borough of Birmingham and are in this Act respectively referred to as the deposited plans sections and book of reference :

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

Short title. 1. This Act may be cited as the Grand Union Canal Act 1931.

Incorporation of Acts. 2. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act or of any other enactment relating to the Company are hereby incorporated with and form part of this Act (that is to say) :—

The Companies Clauses Consolidation Act 1845 ;

The Companies Clauses Act 1863 (except the words "and to the same amount as" in section 22 of that Act) as amended by subsequent Acts ;

The Lands Clauses Acts with the following exception and modification—

(a) Section 127 of the Lands Clauses Consolidation Act 1845 (relating to the sale of superfluous lands) is not incorporated with this Act ;

(b) The bond required by section 85 of the said Act of 1845 shall be under the seal of the Company and shall be sufficient without the sureties mentioned in that section ;

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof with respect to works for the accommodation of lands adjoining the railway and with respect to mines lying under or near the railway : A.D. 1931.

Provided that for the purposes of this Act in the said incorporated provisions of the Railways Clauses Consolidation Act 1845 the expressions "the railway" "the centre of the railway" and "the boundaries of the railway" mean respectively the several works by this Act authorised and the centre lines and the boundaries of those works respectively.

3. In this Act unless otherwise provided or the subject or context otherwise requires— Interpretation.

- (a) The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings ;
- (b) "The Company" means the Grand Union Canal Company ;
- (c) "The directors" means the directors of the Company ;
- (d) "The undertaking" means the undertaking of the Company as authorised from time to time ;
- (e) "The Oxford Company" means the Company of Proprietors of the Oxford Canal Navigation ;
- (f) "The Oxford section" means so much of the Oxford Canal Navigation as extends from the junction thereof with the Grand Union Canal in the parish of Braunston in the rural district of Daventry and county of Northampton to the junction thereof with the Grand Union Canal at Napton Junction in the parish of Napton on the Hill in the rural district of Southam and county of Warwick ;
- (g) "The Warwicks section" means so much of the Grand Union Canal as extends—
 - (a) from the junction thereof with the Birmingham Canal Navigations at Digbeth

A.D. 1931.
—

Junction in the city of Birmingham to the junction thereof with the Oxford section at Napton Junction aforesaid; and

(b) from the junction thereof with the Birmingham Canal Navigations at or near Salford Bridge in the said city of Birmingham to the junction with the portion of canal (a) hereinbefore described at Bordesley Junction in the said city;

- (h) “The Grand Junction section” means so much of the Grand Union Canal as is not comprised in the Warwicks section;
- (i) “The tribunal” means the arbitrator or other authority to whom any question of disputed purchase money or compensation under this Act is referred;
- (j) “The Warwicks Charges Order of 1893” means the Canal Tolls and Charges (Warwick and Birmingham Canal) Order 1893 scheduled to and confirmed by the Canal Tolls and Charges (Warwick and Birmingham Canal) Order Confirmation Act 1893;
- (k) “The Warwicks Charges Order of 1894” means the Canal Tolls and Charges No. 3 (Aberdare &c. Canals) Order 1894 scheduled to and confirmed by the Canal Tolls and Charges No. 3 (Aberdare &c. Canals) Order Confirmation Act 1894;
- (l) “The Charges Orders” means the Warwicks Charges Order of 1893 the Warwicks Charges Order of 1894 the Canal Tolls and Charges (Grand Junction Canal) Order 1893 scheduled to and confirmed by the Canal Tolls and Charges (Grand Junction Canal) Order Confirmation Act 1893 and the Canal Tolls and Charges No. 5 (Regent’s Canal) Order 1894 scheduled to and confirmed by the Canal Tolls and Charges No. 5 (Regent’s Canal) Order Confirmation Act 1894;
- (m) “The Minister” means the Minister of Transport;
- (n) “The directions of the Minister” means the directions of the Minister dated the ninth day of October one thousand nine hundred and

twenty given under the Ministry of Transport Act 1919 and relating respectively to the Warwick and Birmingham Canal Navigation undertaking the Warwick and Napton Canal Navigation undertaking and the Birmingham and Warwick Junction Canal Navigation undertaking (which navigations comprise the Warwicks section);

A.D. 1931.

(o) "Authorised tolls" means the tolls dues and charges which the Company are for the time being authorised by the Charges Orders or in pursuance of this Act to levy in respect of the Grand Junction section and the Warwicks section respectively;

(p) "Authorised toll" means any toll due or charge which the Company are so authorised to levy.

4. Subject to the provisions of this Act the Company may make and maintain in the lines or situations and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections the works in the county of Warwick hereinafter described together with all necessary works and conveniences connected therewith (that is to say):—

Power to execute works on Warwicks section.

Work No. 1 A flight of six locks in the parish of Knowle in the rural district of Solihull commencing at a point $5\frac{1}{2}$ chains or thereabouts southward of Kenilworth Road Bridge and terminating at a point 5 chains or thereabouts southward of Home Farm Bridge;

Work No. 2 A flight of twenty-one locks in the rural district of Warwick commencing in the parish of Hatton at a point 2 furlongs $1\frac{1}{2}$ chains or thereabouts eastward of John's Bridge and terminating in the parish of Budbrooke at a point 1 furlong $3\frac{1}{2}$ chains or thereabouts eastward of Budbrooke House Bridge;

Work No. 3 A flight of two locks in the borough of Warwick commencing at a point $9\frac{1}{2}$ chains or thereabouts north-eastward of Wedgcock Park Bridge and terminating at a point 1 furlong 8 chains or thereabouts eastward of the point of commencement;

A.D. 1931.

- Work No. 4 A lock in the parish of Offchurch in the said rural district of Warwick commencing at a point $1\frac{1}{2}$ chains or thereabouts eastward of Butt Bridge and terminating at a point $9\frac{1}{4}$ chains or thereabouts eastward of the said bridge;
- Work No. 5 A flight of three locks in the said rural district of Warwick commencing in the parish of Radford Semele at a point $4\frac{1}{4}$ chains or thereabouts eastward of Pope's Bridge and terminating in the said parish of Offchurch at a point 1 furlong $8\frac{1}{2}$ chains or thereabouts south-eastward of Fosse Road Bridge;
- Work No. 6 A lock in the said parish of Offchurch commencing at a point 2 furlongs 6 chains or thereabouts south-westward of Longhole Bridge and terminating at a point 9 chains or thereabouts eastward of the point of commencement;
- Work No. 7 A lock commencing in the said parish of Offchurch at a point $2\frac{1}{2}$ chains or thereabouts south-westward of Welsh Road Bridge and terminating in the parish of Long Itchington in the rural district of Southam at a point 8 chains or thereabouts north-eastward of the point of commencement;
- Work No. 8 A flight of four locks in the said parish of Long Itchington commencing at or near the eastern side of Splash Bridge and terminating at or near the western side of Toll House Bridge;
- Work No. 9 A lock in the said parish of Long Itchington commencing at a point $8\frac{1}{2}$ chains or thereabouts eastward of Cuttle Bridge and terminating at a point $8\frac{1}{2}$ chains or thereabouts eastward of the point of commencement;
- Work No. 10 A flight of nine locks in the said rural district of Southam commencing in the said parish of Long Itchington at a point 1 chain or thereabouts eastward of New Bridge and terminating in the parish of Stockton at a point 5 chains or thereabouts north-eastward of the south-western corner of Lock Cottage;

Work No. 11 A flight of three locks in the parish of Grandborough in the rural district of Rugby commencing at a point 1 furlong 5 chains or thereabouts north-westward of the northern end of Lock Cottage and terminating at a point $2\frac{1}{2}$ chains or thereabouts southward of the northern end of Lock Cottage; A.D. 1931.

Work No. 12 A lengthening alteration or reconstruction of the bridge carrying the Lincoln Road over the Warwicks section in the city of Birmingham and in the parish of Solihull in the said rural district of Solihull;

Work No. 13 A lengthening alteration or reconstruction of the bridge known as Hatton Glebe Bridge carrying the road near Hatton Station over the Warwicks section in the parish of Shrewley in the said rural district of Warwick.

5.—(1) The Company in constructing the works authorised by this Act may deviate laterally from the lines or situations of those works as shown on the deposited plans to any extent not exceeding the limits of deviation for those works shown on the said plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet upwards or downwards. Power to deviate in construction of works.

(2) Pursuant to the powers of lateral deviation conferred by this section—

(a) Work No. 6 by this Act authorised may be constructed partly in the parish of Ufton in the rural district of Southam and partly in the parish of Offchurch in the rural district of Warwick instead of being constructed wholly in the last-mentioned parish;

(b) Work No. 7 by this Act authorised may be so constructed as to commence in the said parish of Ufton instead of in the said parish of Offchurch;

(c) Work No. 11 by this Act authorised may be so constructed as to commence in the parish of Grandborough in the rural district of Rugby and terminate in the parish of Napton-on-the-Hill instead of being constructed wholly in the said parish of Grandborough.

A.D. 1931.

Power to vary position and number of locks.

6. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company may in executing any of the Works Nos. 1 to 11 by this Act authorised—

- (a) construct the locks comprised in any of such works in such positions within the limits of deviation for that work as shown on the deposited plans as they may think fit; and
- (b) provide such greater or less number of locks as they think fit than the number specified in the descriptions of such works respectively or shown on the deposited plans relating to such works respectively. Provided that the number of locks in Work No. 11 by this Act authorised shall not be less than three.

Subsidiary powers.

7.—(1) Subject to the provisions of this Act and within the limits of deviation shown on the deposited plans relating to the works described in the section of this Act of which the marginal note is "Power to execute works on Warwicks section" the Company may in connection with the said works and for the purposes thereof—

- (a) make diversions and alterations of existing roads and footpaths shown on the deposited plans and make junctions and communications between any of the works by this Act authorised and any existing roads or footpaths;
- (b) construct erect reconstruct make and maintain all necessary and convenient roads approaches locks gates lock houses pumping stations reservoirs bridges arches pipes drains sewers manholes culverts cuts channels sluices floodgates floodbanks weirs dams machinery stopgates retaining or other walls embankments dolphins fenders piling piers jetties wharves landing places towing paths footpaths passages fences and other works and conveniences;
- (c) raise widen lengthen alter or reconstruct any bridges (other than any bridge carrying a railway) over the Warwicks section or over any of the works authorised by this Act and the approaches to such bridges and strengthen underpin and deepen the piers arches and other

supports and the foundations thereof without acquiring the said bridges or any interest therein; A.D. 1931.

- (d) suspend or discontinue or cause to be suspended or discontinued for such period or periods as may be necessary for the execution of any of the works by this Act authorised the navigation on the Warwicks section or any part thereof without being subject to any liability penalty or forfeiture by reason or in consequence of any such suspension;
- (e) stop up and discontinue permanently or temporarily the use of and the navigation on such portions of the Warwicks section (including any locks weirs or other works or structures comprised in such portions) as will be rendered unnecessary by reason of the execution of any of the works authorised by this Act and remove any such locks weirs works or structures;
- (f) execute any works for the protection of any adjoining lands or buildings;
- (g) remove raise lower alter divert stop up or otherwise interfere with any river canal stream watercourse sewer drain or channel or gas or water main or pipe or electric wire or apparatus within the said limits providing a proper substitute before interrupting the flow of sewage in any drain or sewer or of gas or water in any main or pipe or of electricity or telephonic communication in any wire or apparatus.

(2) In the exercise of the powers conferred by this section the Company shall cause as little detriment and inconvenience to any person as circumstances admit and shall make reasonable compensation for any damage caused to any person by the exercise of such powers. The amount of any such compensation shall in default of agreement be determined in accordance with the provisions of the Lands Clauses Acts.

(3) Nothing in this section shall prejudice or affect the right of the Company under any agreement for the time being in force to require any other party to remove raise lower alter divert or stop up or to bear or contribute towards the cost of the removal raising lowering alteration

A.D. 1931. — diversion or stopping up of any stream watercourse sewer drain channel main pipe wire or apparatus.

(4) The Company shall not remove raise lower alter divert or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except under and subject to the provisions of the Telegraph Act 1878.

Inclination
of roads and
width of
roadways
over bridges.

8.—(1) In altering any roads for the purposes of this Act the Company may make the same of any inclinations not steeper than the inclinations of such roads respectively as existing at the date of the passing of this Act Provided that in altering as aforesaid the road numbered 15 in the parish of Budbrooke on the deposited plans the Company may make the same of any inclination not steeper than one in twelve.

(2) In raising widening lengthening altering or reconstructing under the powers of this Act the bridges by which any roads are carried over the Warwicks section or over the works by this Act authorised the Company may make the roadway over such bridges of such width between the fences thereof as they think fit not being less than the width between the fences of such bridges respectively as existing at the date of the passing of this Act.

As to re-
construction
&c. of
bridges.

9. Except in the case of the bridges (Works Nos. 12 and 13) referred to in the section of this Act of which the marginal note is "Power to execute works on Warwicks section" and except in the case of any bridges within the limits of deviation of any of the Works Nos. 1 to 11 by this Act authorised as marked on the deposited plans the Company shall not under the powers of this Act raise widen lengthen alter or reconstruct any bridge carrying a public road over the Warwicks section or the approaches to any such bridge otherwise than in accordance with plans sections and particulars previously submitted to and reasonably approved by the authority body or person in whom such bridge or road is vested and under the superintendence (if given after reasonable notice from the Company) and to the reasonable satisfaction of such authority body or person Provided that if any such authority body or person shall not within one month after the receipt of any such plans sections or particulars intimate in writing to the Company any

objection thereto or any requirement with reference thereto they shall be deemed to have approved of the plans sections and particulars as submitted to them. Provided also that if within the said period of one month any such authority body or person shall so intimate any such objection or requirement a difference shall be deemed to have arisen between the Company and such authority body or person which unless otherwise agreed between them shall be referred to and determined by an arbitrator to be agreed upon between them or in default of such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

A.D. 1931.

10.—(1) Any bridges roads or footpaths constructed in substitution for existing bridges roads or footpaths and any bridges raised widened lengthened altered or reconstructed and any roads or footpaths diverted or altered under the powers of this Act shall unless otherwise agreed vest in and be maintained and repaired by the authority body or person in or by whom the existing bridges roads or footpaths were immediately before the passing of this Act vested and maintained and repaired and the Company and any such authority body or person may enter into and carry into effect agreements or arrangements with respect to the construction reconstruction lengthening widening alteration maintenance or repair of such bridges roads and footpaths and the making of contributions by such authority body or person towards the cost thereof.

Vesting and
mainten-
ance of
bridges
roads &c.

(2) Nothing in this Act or done thereunder shall impose on the Company or the Oxford Company any greater or other obligation or liability with reference to any bridge road or footpath than that to which they were respectively subject immediately before the passing of this Act.

(3) If any work executed by an authority body or person in pursuance of any agreement or arrangement made under the provisions of this section involves an alteration of a telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General the enactments contained in section 7 of the

A.D. 1931. — Telegraph Act 1878 shall apply to such alteration as if the authority body or person were “undertakers” within the meaning of the said Act.

Period for
completion
of works.

11. If the works authorised by this Act and described in the section of this Act of which the marginal note is “Power to execute works on Warwicks section” are not completed on or before the first day of October one thousand nine hundred and thirty-six then as from that date the powers of the Company under this Act for the execution of such works shall cease except so far as the same are respectively then completed.

General
powers of
executing
works.

12.—(1) The Company may from time to time exercise with reference to the Warwicks section or any part or parts thereof all or any of the following powers and may appropriate and use for that purpose any lands for the time being belonging to them (that is to say):—

- (a) they may construct or provide side ponds passing places lay-byes ponds and basins;
- (b) they may construct walling pitching embankments and towing paths and alter existing walling pitching embankments and towing paths;
- (c) they may straighten or cut away the banks or walls thereof;
- (d) they may dredge and deepen the bed and channel thereof and remove weeds or other obstructions therefrom;
- (e) they may raise or lower the top-water level thereof and make and maintain such works as may be necessary for that purpose;
- (f) they may lengthen alter or reconstruct occupation bridges over the Warwicks section so far as may be necessary for or in connection with any of the purposes aforesaid.

(2) The Company may from time to time exercise with reference to the Grand Junction section or any part thereof—

- (a) all or any of the powers conferred by subsection (1) of this section with reference to the Warwicks section or any part thereof; and

(b) all or any such powers as are referred to in paragraph (b) of subsection (1) of the section of this Act of which the marginal note is "Subsidiary powers" but subject to the provisions of subsection (2) of that section; A.D. 1931.

but nothing in this subsection shall allow the Company to exercise any powers with reference to the portions of the Grand Junction section lying within the confines of Regent's Park or within one hundred yards of any land belonging to His Majesty in right of His Crown without the consents in writing of the Commissioners of Crown Lands and the Commissioners of Works (which consents such commissioners are hereby authorised to give on such conditions as they think fit).

(3) (a) The Company shall from time to time exercise with reference to the Oxford section or any part thereof such of the powers conferred by subsection (1) of this section with reference to the Warwicks section or any part thereof as may be agreed between the Company and the Oxford Company or as (failing such agreement) shall be settled by arbitration to be necessary in order to make adequate provision for the safe and convenient navigation of the Oxford section by craft passing over that section from or to the Warwicks section or the Grand Junction section of the dimensions of the craft for the navigation of which provision is for the time being made or in course of being made on the Warwicks section.

(b) The Company shall indemnify the Oxford Company from and against all claims for damages or compensation which may arise during and by reason of the exercise by the Company with reference to the Oxford section of the powers conferred by this subsection.

13.—(1) The Company may from time to time enter upon and use such of the lands or property of the Oxford Company as may be required for the exercise by the Company of any powers under subsection (3) of the section of this Act of which the marginal note is "General powers of executing works" and as are shown on the deposited plans within the limits marked thereon as "Limits of Oxford section" and described in the deposited book of reference Provided that not less than one month before entering upon any lands or

Powers to
Company
with refer-
ence to
Oxford
section.

A.D. 1931.

property of the Oxford Company under the powers of this section the Company shall give to the Oxford Company notice in writing of their intention so to do accompanied by a plan showing the lands or property which they propose to enter upon and use and particulars of the powers which they propose to exercise.

(2) The entry upon and user of lands or property by the Company under the powers of this section shall not be deemed to be a compulsory taking or user of lands within the meaning or for the purposes of the Lands Clauses Acts or of this Act or confer upon the Company any estate right title or interest in or to such lands or property (which shall remain the property of the Oxford Company) nor shall the Oxford Company be entitled to any purchase money or compensation for or in respect of such entry or user other than such reasonable compensation as may be agreed between the Company and the Oxford Company or settled by arbitration for any damage or injury actually sustained by the Oxford Company by reason of such entry or user.

Works on
Warwicks
section to
form part of
undertaking
of Company.

14. The works authorised by this Act to be constructed on the Warwicks section shall for all purposes including rates tolls and charges form part of the undertaking of the Company.

Power to
acquire
lands for
works &c.

15. Subject to the provisions of this Act the Company may enter upon take hold and use such of the lands described in the deposited book of reference and delineated on the deposited plans relating to the works authorised by this Act and described in the section of this Act of which the marginal note is "Power to execute works on Warwicks section" as may be required for the purposes of those works or for other purposes of this Act or of the undertaking including the erection or construction of warehouses workshops sheds houses buildings cottages depots wharves and other works and conveniences and the deposit of spoil.

Power to
acquire
additional
lands.

16. Subject to the provisions of this Act the Company may enter upon and take and may hold and use for the purposes of the undertaking all or any of the lands in the urban district of Heston and Isleworth in the county of Middlesex which are delineated on the deposited plans and described in the deposited book of reference and in the First Schedule to this Act.

17. Subject to the provisions of this Act and in addition to any other lands which the Company are by this Act or any other enactment authorised to acquire the Company may for the general purposes of the undertaking purchase and take (by agreement but not otherwise) and hold any lands houses or other property not exceeding in the whole one hundred acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land purchased by them under the powers of this section.

A.D. 1931.

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Power to purchase additional lands by agreement.

18. If there is any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the land in question may apply to two justices acting for the county or county borough in which the lands are situate for the correction thereof and if it appears to the justices that the omission or mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the county council of such county or with the town clerk of such county borough and (in the case of a county) a duplicate thereof shall also be deposited with the clerk of the district council and with the clerk or chairman of the parish council (as the case may be) in which the land is situate and such certificate or copy and duplicate respectively shall be kept by such clerks or chairman respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Correction of errors in deposited plans and book of reference.

19.—(1) Whereas in the execution of the works authorised by this Act or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly

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

A.D. 1931. — shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (a) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter in this section included in the term "the owner" and the said properties are hereinafter referred to collectively as "the scheduled properties" and severally as a "scheduled property";
- (b) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise;
- (c) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed;
- (d) If the tribunal determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid

A.D. 1931.

can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal;

- (e) If the tribunal determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner;
- (f) If the tribunal determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice;
- (g) If the tribunal determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and its final determination think fit.

A.D. 1931.
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(2) The provisions of this section shall be in force notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

(3) The provisions of this section shall be stated in or endorsed on every notice given thereunder to sell and convey any of the scheduled properties.

Power to enter upon property for survey and valuation.

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

Compensation in case of recently acquired interest.

21. For the purpose of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the land created after the first day of October one thousand nine hundred and thirty if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Persons under disability may grant easements &c.

22. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may (if they think fit) subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest)

required for the purposes of this Act in over or affecting 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.

A.D. 1931.

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23. The Company may subject to the provisions of this Act enter into and carry into effect agreements with any person being the owner of or interested in any lands houses or property abutting on any portion of the works by this Act authorised or on any portion of the Oxford section or of the lands which the Company may acquire under the powers of this Act with respect to the sale by the Company to such person of any lands or property for such consideration as may be agreed upon between the Company and such person and the Company may accept as satisfaction of the whole or any part of such consideration the grant by such person of any lands or property required by the Company for the purposes of this Act.

Power to
Company to
make agree-
ments with
owners of
property &c.

24. The powers of the Company for the compulsory purchase of lands under the powers of the sections of this Act of which the marginal notes are respectively "Power to acquire lands for works &c." and "Power to acquire additional lands" shall cease on the first day of October one thousand nine hundred and thirty-four.

Limit of
time for
compulsory
purchase of
lands.

25.—(1) All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished.

Extinction
of private
rights of
way.

(2) Provided that the Company shall make full compensation to all persons interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

26.—(1) Notwithstanding anything contained in any Act or Order of or relating to the Oxford Company (including any Act passed or to be passed in the present session of Parliament) or in any directions relating to the Oxford Canal Navigation undertaking or any part thereof given by the Minister of Transport under the Ministry of Transport Act 1919 the following provisions

As to tolls
&c. payable
by Company
to Oxford
Company
and main-
tenance of
canals.

A.D. 1931. shall as from the first day of January one thousand nine hundred and thirty-two apply and have effect with reference to the tolls payable by the Company to the Oxford Company in respect of traffic to or from any place on or beyond the Warwicks section from or to any place on or beyond the Grand Junction section (that is to say) :—

(a) the Company shall pay to the Oxford Company the sum of nine hundred pounds per annum by equal quarterly instalments on the first day of January the first day of April the first day of July and the first day of October in each year which payment shall be in full satisfaction and discharge of all tolls dues and charges payable by the Company in respect of such traffic as aforesaid not exceeding in any one year eighty-two thousand five hundred tons in the aggregate;

(b) the first of such quarterly instalments shall be due and payable on the first day of April one thousand nine hundred and thirty-two;

(c) the Company shall pay to the Oxford Company in respect of all such traffic as aforesaid in excess of eighty-two thousand five hundred tons in any one year ending on the thirty-first day of December the following tolls per ton (namely) :—

For the first 22,500 tons of such excess	- - - - -	2½d.
For the next 45,000 tons of such excess	- - - - -	2d.
For each ton of such excess beyond 67,500 tons	- - - - -	1d.

which payment shall be in full satisfaction and discharge of all tolls dues and charges payable by the Company in respect of the traffic referred to in this paragraph;

(d) any sum payable by the Company under the foregoing paragraph (c) shall be paid by them to the Oxford Company on or before the first day of April next after the expiration of the year in respect of which such sum is payable.

(2) (a) In consideration of the powers conferred by this Act upon the Company with reference to the Oxford

section the Company shall at all times after the said first day of January one thousand nine hundred and thirty-two at their own cost maintain the Oxford section at a standard of maintenance not inferior to that observed from time to time on the Warwicks section. Provided that the Oxford Company shall at all times pay and discharge all rates taxes and assessments and all other outgoings (except for maintenance) from time to time levied upon or payable in respect of the Oxford section. A.D. 1931.

(b) The Oxford Company shall give to the Company notice in writing of any alleged failure by the Company to comply with their obligations under this subsection forthwith after the Oxford Company shall have observed such alleged failure.

(c) Any question or difference arising between the Company and the Oxford Company with reference to this subsection shall be settled by arbitration.

27.—(1) The Company may charge in respect of the passage over the Oxford section of traffic to or from any place on or beyond the Warwicks section from or to any place on or beyond the Grand Junction section any toll not exceeding the toll which the Oxford Company are for the time being entitled to charge in respect of such traffic. Power to
Company to
charge tolls
in respect of
Oxford
section.

(2) On payment to the Company of any through toll charged by them in respect of any such traffic as aforesaid the trader paying the same shall be entitled to use the Oxford section for the conveyance of that traffic.

28. Notwithstanding anything contained in this Act or done thereunder the Oxford section shall remain the property of the Oxford Company and continue for all purposes to form part of their undertaking : Oxford
section to
remain
property
of Oxford
Company.

Provided that—

(a) the Oxford Company shall not grant any easement or do any other act or thing in respect of or on the Oxford section which would affect prejudicially the navigability of the Oxford section by craft of the dimensions of those for the navigation of which provision is for the time being made or in course of being made on

A.D. 1931.
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the Warwicks section or would increase the cost to the Company of maintaining the Oxford section;

(b) the Oxford Company shall not prevent or obstruct—

(i) the reconstruction by any highway authority of any bridge over the Oxford section or the approaches to any such bridge where such reconstruction is approved by the Company and does not involve the making of any payment by the Oxford Company; or

(ii) the transfer to or taking over by any highway authority of the property in or the liability for the maintenance of any such bridge or approaches;

(c) the Company shall be at liberty to enter into and carry into effect agreements with any highway authority for the reconstruction by such authority of any bridges over the Oxford section (but not so as to require the Oxford Company except with their consent to make any payment in respect of such reconstruction) in any case in which the highway authority shall have been unable to agree with the Oxford Company as to such reconstruction;

(d) any land acquired by the Company from any person other than the Oxford Company for the purposes of subsection (3) of the section of this Act of which the marginal note is "General powers of executing works" shall remain the property of the Company:

Provided also that nothing in this section shall be deemed to authorise (except with the consent in writing of the Oxford Company) the reconstruction of any bridge belonging to the Oxford Company and situate over the Oxford section in such manner as to necessitate any alteration in the level or reduction in the width of the Oxford section or to reduce the headway of the bridge as existing at the date of the passing of this Act nor shall anything in this section be construed as depriving the Oxford Company of any right under the Bridges Act 1929

or any other enactment to refuse their consent to the reconstruction of any such bridge in such manner as aforesaid. A.D. 1931.
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29. The following provisions for the protection of the Oxford Company shall unless otherwise agreed in writing between the Company and the Oxford Company have effect :— For protec-
tion of
Oxford
Company.

(1) In this section—

“ the Oxford Canal ” means the Oxford Canal Navigation and includes the works of the Oxford Company connected therewith; and

“ the specified works ” means the works authorised by this Act with reference to or in connection with the Oxford section :

(2) The Company shall not (except in case of emergency) commence to execute any of the specified works unless and until plans sections and other necessary particulars of the work proposed to be executed shall have been approved by the Oxford Company or settled by arbitration nor until the expiry of the notice to be given under subsection (3) hereof of the intended date of commencement of the work. Provided that if the Oxford Company do not within twenty-eight days after the submission to them under this subsection of any plans sections or other particulars signify their disapproval thereof they shall be deemed to have approved thereof :

(3) The Company shall give to the Oxford Company not less than seven clear days' notice in writing of the date on which they intend to commence any of the specified works and such notice shall not be given with respect to any particular work until the plans sections and particulars thereof have been approved by the Oxford Company or settled by arbitration :

(4) Each and every of the specified works shall be executed in accordance with the plans sections and particulars so approved or settled as aforesaid and shall be so executed and thereafter maintained to the reasonable satisfaction of the Oxford Company's engineer who shall be

A.D. 1931.
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entitled to inspect the specified works during the execution thereof and the Company shall furnish him with such information as he may require with regard to such works and the dimensions strength and description of all materials used therefor :

- (5) The specified works shall be so executed and maintained as not to cause any injury to or leakage or loss of water from the Oxford Canal and so as to cause as little obstruction as is reasonably practicable to the traffic on the Oxford Canal or along the towing path thereof or to the free flow of water along the Oxford Canal :
- (6) If at any time the Oxford Company's engineer shall be of the opinion that the execution of any of the specified works may be attended with danger to the Oxford Canal or may involve any risk of loss of water therefrom the Company shall forthwith execute such further works or adopt such measures and precautions as the said engineer may reasonably require for the purpose of preventing injury to the Oxford Canal or loss of water therefrom. If there be any dispute between the respective engineers of the Company and the Oxford Company as to the reasonableness of any requirement of the engineer of the Oxford Company under this subsection the dispute shall be settled by arbitration :
- (7) If in the execution of the specified works or of any other works authorised by this Act or by reason of any defect or want of repair of any such work or otherwise in consequence of the exercise by the Company of any of the powers of this Act any such injury or leakage or loss of water or obstruction as is mentioned in subsection (5) hereof shall at any time be occasioned or arise the Company shall if so required by the Oxford Company forthwith at their own expense and to the reasonable satisfaction of the Oxford Company's engineer execute all such works and do all such things as may be necessary to restore the Oxford Canal and the water therein to the

same state and condition as before the happening of such injury or leakage or loss of water or obstruction and to stop or prevent any further injury or leakage or loss of water or obstruction as aforesaid and take all such other steps as may be necessary to prevent the recurrence of any such injury leakage loss or obstruction If the Company at any time fail to comply with the provisions of this subsection or in any case of emergency the Oxford Company may after giving not less than fourteen days' previous notice in writing to the Company or forthwith if the circumstances so require execute and do themselves all such works and things as may be necessary as aforesaid and the Company shall on demand pay to the Oxford Company the costs and expenses reasonably incurred by the Oxford Company in so doing :

- (8) The fact that any work or thing has been executed or done in accordance with any plans sections or particulars approved or not objected to by the Oxford Company or with any requirement of the Oxford Company or their engineer or under the superintendence or to the satisfaction of that engineer or in accordance with any directions or award of an arbitrator under this Act shall not relieve the Company from any liability for damage caused to the Oxford Canal or affect any claim by the Oxford Company for injury caused to the Oxford Company or for interference with the traffic on the Oxford Canal :
- (9) The Company shall compensate the Oxford Company for all loss of tolls arising from interruption of or obstruction to traffic on the Oxford Canal (other than tolls to which the provisions of the section of this Act of which the marginal note is "As to tolls &c. payable by Company to Oxford Company and maintenance of canals" apply) caused by the execution of any of the works authorised by this Act and the amount of such compensation (if not agreed between the Company and the Oxford Company) shall be settled by arbitration :

A.D. 1931.
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- (10) In addition and without prejudice to the foregoing provisions of this section the Company shall indemnify the Oxford Company for and in respect of all loss costs damages expenses claims and demands which the Oxford Company may sustain or incur or which may be made against them by reason or in consequence of the carrying out of any of the works in connection with the Oxford Canal authorised by this Act or the failure or want of repair thereof or by reason of any act or omission of the Company their contractors workmen or servants.

Settlement
of differ-
ences be-
tween Com-
pany and
Oxford
Company.

30.—(1) Whereas by an agreement made between the Company and the Oxford Company dated the eighteenth day of February nineteen hundred and thirty-one the Company and the Oxford Company have agreed to refer to William James Eames Binnie member of the Institution of Civil Engineers for decision subject as in the agreement mentioned—

- (i) all questions and matters in difference between the Company and the Oxford Company with reference to the supply and maintenance of water in the Oxford section;
- (ii) what would be fair and reasonable arrangements to be made between the Company and the Oxford Company with reference to such supply and maintenance as aforesaid having regard to the provisions of the Bill for this Act and the circumstances of the case; and
- (iii) what alterations (if any) should be made in the agreement between the Oxford Company and the Company of Proprietors of the Warwick and Napton Canal dated the twenty-sixth day of April eighteen hundred and thirty-seven and known as the Boddington agreement :

Now it is hereby enacted that the decision of the said William James Eames Binnie under the said first mentioned agreement shall be final and binding on the Company and the Oxford Company and shall be carried into effect by those companies respectively Provided that no such decision shall render the Oxford Company liable to any capital expenditure whatever nor to any income expenditure beyond such as the said William

James Eames Binnie shall in his decision state to be fair and reasonable after taking into account all material facts and circumstances. A.D. 1931.
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(2) All questions or differences between the Company and the Oxford Company which under the provisions of this Act are required to be settled by arbitration and all other questions or differences whatsoever which may arise between the Company and the Oxford Company or their respective engineers under or in connection with any of the provisions of this Act and not being questions and matters which have been referred to the said William James Eames Binnie as mentioned in subsection (1) hereof shall be referred to and determined by an arbitrator to be agreed upon between the Company and the Oxford Company or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

31. Notwithstanding anything contained in this Act or shown upon the deposited plans the following provisions for the protection of the county council of the administrative county of Northampton (in this section called "the county council") shall except so far as may be otherwise agreed in writing between the Company and the county council apply and have effect in relation to the exercise by the Company of the powers conferred upon them by this Act (that is to say):—

For protection of Northampton County Council.

(1) In exercising the powers conferred upon them by the section of this Act of which the marginal note is "General powers of executing works" (in this section referred to as "the said powers") the Company shall not interfere with the structure of any county bridge over the Oxford section or of any bridge carrying a county road or other road or footpath over the Oxford section which bridge is maintainable by the county council and if in consequence of the exercise of such powers any injury is caused to the structure of any such bridge the Company shall at their own expense make good the same forthwith upon being required so to do by the

A.D. 1931.
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surveyor to the county council (in this section called "the surveyor") and to the reasonable satisfaction of the surveyor :

- (2) The Company shall not commence to exercise under or within a distance of thirty-five feet on either side of any such bridge as aforesaid any of the said powers affecting or likely to affect the structure of such bridge until they shall have given to the county council not less than twenty-eight days' notice in writing of their intention to exercise such powers accompanied by plans sections and particulars showing the places at which the said powers are proposed to be exercised and the depth width and extent of any works proposed to be carried out under the said powers and such plans sections and particulars shall have been approved by the surveyor or (in case he does not approve thereof) settled by an arbitrator to be appointed as hereinafter provided but if the surveyor shall not have indicated his disapproval of the said plans sections and particulars within a period of twenty-eight days after the delivery thereof to him he shall be deemed to have approved thereof :
- (3) The said powers (so far as they relate to works shown on or described in any plans sections and particulars delivered to the county council as aforesaid) shall only be exercised in accordance with such plans sections and particulars as approved or settled as provided by the last preceding subsection of this section :
- (4) The said powers shall be so carried out in all respects at the expense of the Company and in such manner that the stability of any such bridge as aforesaid shall not be endangered or the traffic thereover impeded or interfered with to any greater extent than is reasonably necessary for the purpose of executing any work and under the superintendence (if given) and to the reasonable satisfaction of the surveyor and the surveyor shall at all reasonable times have access to any works or operations of the Company carried out under the said powers and

affecting or likely to affect any such bridge as
aforesaid during their construction or execution
or during any work of maintenance thereof : A.D. 1931.
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- (5) If at any time owing to the exercise of the said powers it shall be reasonably necessary to underpin protect or strengthen either temporarily or permanently any such bridge as aforesaid the Company shall on being so required in writing under the hand of the surveyor make execute and provide at their own costs charges and expense but under the superintendence (if given) and to the reasonable satisfaction of the surveyor and according to plans sections and specifications (to be previously submitted to and reasonably approved by him) all such works and appliances as may be reasonably necessary for the purposes aforesaid and in the event of the Company failing so to do after reasonable notice from the surveyor in that behalf the county council may themselves execute and provide all such works and appliances and may recover the reasonable costs thereof from the Company including compensation payable to any workmen (or their legal representatives or dependants) who may be injured or killed whilst employed by the county council in or about such works Provided that if the surveyor shall not indicate his disapproval of the said plans sections and specifications within a period of fourteen days after their submission to him in accordance with the provisions of this subsection he shall be deemed to have approved thereof Provided further that if the county council shall at any time within fourteen days after the submission to the surveyor of any plans sections and specifications in accordance with the provisions of this subsection give notice in writing to the Company that they desire themselves to execute and provide all such works and appliances as may be reasonably necessary for the purposes of this subsection the county council may in lieu of the Company execute and provide all such works and appliances as aforesaid and may recover the reasonable cost incurred by them in so doing from the Company :

A.D. 1931.
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- (6) If by reason or in consequence of the exercise of the said powers any such bridge as aforesaid or any road or footpath thereover which is maintainable by the county council shall be injured the Company shall repay to the county council all costs which the county council may reasonably incur in repairing the injury and if the traffic over any such bridge be impeded by reason of such exercise of the said powers the Company shall indemnify the county council in respect of any damage or compensation which may be recovered against them by reason of the interruption of the traffic or any accident which shall have been occasioned by the acts or defaults of the Company or any of their contractors or workmen :
- (7) Any difference arising between the Company and the county council under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of War-
wickshire
County
Council.

32. Notwithstanding anything contained in this Act the following provisions for the protection of the Warwickshire County Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :—

- (1) In constructing the flight of locks (Work No. 2) by this Act authorised the Company shall at their own expense reconstruct the existing bridge known as Ugly Bridge and approaches thereto and the road over such bridge and approaches in the position on the lines of the dimensions and according to the levels shown on the plan and section marked "A" signed by Sir Robert Elliott Cooper on behalf of the Company and David Hownam Brown on behalf of the council :
- (2) In constructing the lock (Work No. 7) by this Act authorised the Company shall at their own

expense reconstruct the bridge known as Welsh Road Bridge and approaches thereto and the road over such bridge and approaches in the position on the lines of the dimensions and according to the levels shown on the plan and section marked "B" signed by Sir Robert Elliott Cooper on behalf of the Company and David Hownam Brown on behalf of the council :

- (3) The lengthening alteration or reconstruction of the bridge known as Hatton Glebe Bridge (Work No. 13) by this Act authorised shall at the Company's expense be carried out in the position on the lines of the dimensions and according to the levels shown on the plan and section marked "C" signed by Sir Robert Elliott Cooper on behalf of the Company and David Hownam Brown on behalf of the council :
- (4) Before the Company commence the lengthening alteration or reconstruction of any of the said bridges they shall give to the council not less than three calendar months' notice in writing of their intention so to do and if the council desire that any of the said bridges when lengthened altered or reconstructed shall be of a greater width than that shown on the said plans and sections marked "A" "B" and "C" respectively the council shall notify the Company of such desire not later than one month after the receipt by the council of such notice :
- (5) The Company shall furnish to the council proper and sufficient detail plans and sections of the lengthening alteration or reconstruction of any of the said bridges for their reasonable approval and the Company shall not commence the lengthening alteration or reconstruction of any such bridge until such plans and sections shall have been so approved and the works shall be carried out in all respects in accordance with the approved plans and sections and to the reasonable satisfaction of the surveyor to the council Provided always that if the council fail to notify their approval or disapproval of such plans and sections within twenty-eight days after the

A.D. 1931.

same have been so furnished it shall be lawful for the Company to carry out the said works anything herein contained to the contrary notwithstanding :

- (6) If the council shall have notified the Company in accordance with subsection (4) of this section of their desire that any of the said bridges shall be lengthened altered or reconstructed of such greater width as aforesaid the Company shall comply with such desire and shall grant to the council free of cost any necessary easement over the waterway and towing path of the Warwicks section and shall sell and convey to the council on reasonable terms any lands of the Company reasonably required for the widening of such bridges and the approaches thereto and the council shall defray the additional cost reasonably incurred by the Company in consequence of such increase in width and any question as to the amount of such additional cost shall in default of agreement be determined by arbitration :
- (7) The said bridges as lengthened altered or reconstructed shall subject to their being of sufficient strength to conform with the standard of loading prescribed by the Minister of Transport for highway bridges be transferred to and vest in the council as from the respective dates of the completion of the lengthening alteration or reconstruction thereof and the council shall at all times after such transfer at their own expense maintain the structure of the said bridges and the approaches thereto and the roads over such bridges and approaches and the provisions of paragraph (2) of the section of this Act of which the marginal note is " For protection of the Great Western Railway Company " shall be read and have effect as if the council were therein referred to instead of the Company :
- (8) The Company shall not exercise in the administrative county of Warwick the powers of the section of this Act whereof the marginal note is " Subsidiary powers " in relation to any bridges carrying county roads except in accordance

with the foregoing provisions of this section as to the furnishing of detail plans and sections to the council and unless such bridges have a width between the parapets not less than the existing width in each case and have gradients not steeper than the existing gradients : A.D. 1931.

- (9) The construction of any works under the powers of this Act shall not be carried out in the administrative county of Warwick in such a manner as during such construction to cause the collection of flood water on any lands in that county or to impede the drainage of such water therefrom :
- (10) Notwithstanding the provisions of this Act the Company shall not enter upon take or use any portion of the property numbered 2 in the parish of Budbrooke on the deposited plans relating to the said flight of locks (Work No. 2) nor (except so far as may be reasonably necessary for or in connection with the execution of any work under the authority of this Act) any portion of the enclosures respectively numbered 1 3 and 4 in that parish on the said deposited plans :
- (11) (a) Nothing in this Act or done thereunder shall relieve the Company from any obligation or liability to which they were subject immediately before the passing of this Act under the provisions of the Act 33 Geo. III cap. 38 or the Act 34 Geo. III cap. 38 or the Act 3 Vict. cap. 57 relating to the making cleansing and repair of arches tunnels drains or other passages over under or into the Warwicks section and the trenches streams and water-courses communicating therewith and the towing paths on either side thereof for the purpose of conveying water from the lands adjoining or lying near to the Warwicks section Provided that notwithstanding anything in the said provisions any such order of the commissioners or justices as is referred to therein shall not be required for the purpose of making cleansing or repairing such arches tunnels drains or other passages as aforesaid and the expenses of such

A.D. 1931.
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making cleansing or repair shall not be ascertained by the said commissioners or justices;

(b) If any owner or occupier of such lands aggrieved by the obstruction or impeding of the said watercourses having given to the Company notice in writing in accordance with the said provisions proceeds to make cleanse or repair any such arches tunnels drains or other passages as aforesaid and—

(i) the Company at any time within one month after the receipt of such notice give to the person giving the same a counter notice in writing denying their liability for the remedying of such obstruction or impediment; or

(ii) the Company (whether they shall have given such a counter notice or not) dispute the amount to be repaid by them to such owner or occupier in respect of the expense of such making cleansing or repair;

the matter or matters in dispute shall be referred to and determined by an arbitrator to be agreed upon between the parties in difference or failing such agreement to be appointed on the application of either of such parties (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination. The amount of any expenses awarded by an arbitrator under this section may be recovered summarily as a civil debt from the party named in the award;

(c) Nothing in this subsection shall derogate from or prejudice or affect any right exerciseable by the owner or occupier of any land under the Land Drainage Act 1930 or any statutory modification thereof for the time being in force:

(12) Any difference which shall arise between the Company and the council under this section shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either of the parties (after notice in writing to the other of them) by the

President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1931.
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33. The following provisions for the protection and benefit of the lord mayor aldermen and citizens of the city of Birmingham (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the corporation and the Company apply and have effect in relation to the exercise of the powers of this Act (that is to say):—

For protec-
tion of Bir-
mingham
Corporation.

- (1) Not less than three months before commencing to execute Work No. 12 by this Act authorised the Company shall give to the corporation notice in writing of their intention so to commence :
- (2) At any time within three months after the receipt of any such notice as is referred to in subsection (1) of this section the corporation may give to the Company notice in writing of their intention themselves to execute the said work and in the event of the corporation giving such a notice the Company shall not execute the said work or acquire the lands numbered on the deposited plans 3 4 8 and 9 in the city of Birmingham :
- (3) If the Corporation give to the Company any such notice as is referred to in subsection (2) of this section the Corporation shall within six months from the date of such notice commence and shall thereafter proceed with all practicable dispatch to complete the execution of the said work in accordance with a plan and section to be agreed between the Company and the corporation or failing such agreement to be settled by arbitration as hereinafter provided :
- (4) Nothing in this Act shall prevent or interfere with the reconstruction by the corporation of the bridge carrying the Lincoln Road over the Warwicks section if the corporation give to the Company notice in writing of their intention so to do before the Company shall have given to the corporation any such notice as is referred

A.D. 1931.

to in subsection (1) of this section but the corporation shall carry out any such reconstruction in accordance with the plan and section referred to in subsection (3) of this section :

- (5) The corporation will carry out the said work under the supervision (if the same be given and be not subsequently withdrawn) of the duly authorised officers of the Company so as to ensure the safety of the Warwicks section and persons using the same and in the execution of the said work will take all reasonable steps to prevent interference with the navigation on the Warwicks section and will provide any necessary access as may be agreed to the house and garage belonging to the Company and numbered 5 on the deposited plans :
- (6) Not less than twenty-eight days before commencing the raising widening lengthening altering or reconstruction of any bridge or its approaches carrying a public road over the Warwicks section within the limits for the time being of the corporation for the supply of gas water or electricity the Company shall give to the corporation notice in writing of the intention so to do :
- (7) Not less than twenty-eight days before commencing any work under the powers of this Act which will in any way affect any gas water or electric mains pipes cables or other apparatus (hereinafter called " apparatus ") or sewers of the corporation the Company shall deliver to the corporation a plan section and description of such work describing the proposed manner of executing the work :
- (8) (a) At any time within twenty-one days from the receipt of such plan section and description the corporation may by notice in writing to the Company intimate their disapproval of the proposed manner of executing such work so far as it involves interference with or might endanger the apparatus or sewers of the corporation or make any reasonable requirements with respect to such plan section or description Provided that if the corporation shall not within the

said period of twenty-one days give any such notice in writing to the Company as aforesaid they shall be deemed to have approved the plan section and description as submitted; A.D. 1931.

(b) Any difference between the corporation and the Company under this subsection shall be determined by arbitration as hereinafter provided :

- (9) The Company shall not execute any such work as is referred to in subsection (7) of this section except in accordance with the plan section and description referred to in that subsection as so approved by the corporation or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the corporation :
- (10) Any alteration under the provisions of this Act of the position of any apparatus or sewers of the corporation or any protective or substituted works which may be agreed upon between the corporation and the Company or settled by arbitration shall if the corporation so desire be executed by them provided that the corporation within twenty-one days of receiving the plan section and description of the work necessitating such alteration or protective or substituted works to be delivered to them by the Company under subsection (7) of this section give notice of their intention so to execute the same and the corporation shall commence such alteration or protective or substituted works when requested by the Company and execute and complete the same with all reasonable dispatch The Company shall repay to the Corporation the expense reasonably incurred by the corporation in executing any alteration or protective or substituted works under the provisions of this subsection except so far as such execution is in connection with the execution of any work by the corporation pursuant to subsection (3) or subsection (4) of this section :
- (11) The Company shall make good all damage done by them to any apparatus or sewers of the corporation in the exercise of the powers of

A.D. 1931.
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this Act and shall indemnify the corporation against all claims demands proceedings costs damages and expenses which may be made or taken against the corporation or which the corporation may incur by reason of any interruption in the supply of gas water or electricity (as the case may be) by the corporation or any interference with any apparatus or sewers of the corporation resulting from such exercise. The Company shall also pay to the corporation any reasonable expenses which the corporation may reasonably and properly have incurred in connection with any alteration of private communication pipes or lines or apparatus rendered necessary by the execution of any such works as aforesaid and not in connection with the execution by them of any work pursuant to subsection (3) or subsection (4) of this section and shall indemnify the corporation against all costs charges damages and expenses reasonably and properly incurred by the corporation arising out of any claims demands or proceedings which may be made or taken against the corporation in respect of damage caused by interference with private communication lines or apparatus owing to the execution of the said works :

(12) Except on any bridge raised widened lengthened altered or reconstructed under the powers of this Act the Company shall not in the exercise of any of the powers of this Act raise sink or otherwise alter the position of any apparatus of the corporation or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of—

(a) less than two feet in the case of a gas main or electricity cable or two feet six inches in the case of a water main or (in the case of any such main or cable) the existing covering whichever is the less ; or

(b) more than three feet in the case of a gas main or electricity cable or five feet in the case of a water main or (in the case of any such main or cable) the existing covering whichever is the greater :

(13) (a) If under the powers of this Act the Company raise widen lengthen alter or reconstruct any bridge in or under the footway or carriageway of which apparatus of the corporation is laid down immediately before the commencement of such raising widening lengthening altering or reconstruction (any such apparatus being hereinafter referred to as "the existing apparatus") the Company shall provide under the footway or footways or (if that is not possible) under the carriageway of such reconstructed bridge or of the added portion of such widened or lengthened bridge suitable accommodation for apparatus of the corporation having a capacity equal to the capacity of the existing apparatus and the Company shall repay to the corporation the expense reasonably incurred by them in laying down such apparatus in the accommodation so provided;

(b) At any time before the Company reconstruct under the powers of this Act any bridge carrying a road dedicated to public use within the limits of the corporation for the time being for the supply of gas water or electricity the corporation may (if they are of opinion that the accommodation available in the carriageway or footway of such bridge as reconstructed for the laying by them of gas or water mains or electricity cables will not be sufficient for that purpose) by notice in writing to the Company require the Company when reconstructing such bridge to make provision for attaching a gas or water main or mains or electricity cable or cables or both mains and cables of the corporation of such diameter as the corporation shall by such notice reasonably require to the side or underside (according as the Company may determine) of such bridge for carrying such mains and cables over the canal crossed by such bridge and (unless the making of such provision shall in the opinion of the Company be impracticable) the Company shall comply with any requirement so made. The Company shall if so required grant to the corporation upon and subject to such terms and conditions as may be agreed between

A.D. 1931.

A.D. 1931.

them or as failing such agreement may be settled by arbitration as hereinafter provided an easement or right of laying down in accordance with the reasonable directions of the Company a main or mains or cable or cables in the position or positions in which such provision shall have been so made for the same and of maintaining renewing and inspecting thereafter (subject to such directions as aforesaid) any main or mains or cable or cables so laid down by them as aforesaid Provided that no electric cables of the corporation shall be attached to the underside of any such bridge unless such cables are enclosed in steel or iron piping or channelling Provided also that if any such bridge shall not be capable of carrying such main or mains cable or cables as aforesaid the Company shall if so required by the corporation grant to them an easement or right of carrying such main or mains cable or cables across the canal near to such bridge and of placing and maintaining piers for that purpose on any available land of the Company without any payment to the Company in respect of such placing or maintenance but in other respects upon and subject to such terms and conditions as may be agreed or settled as aforesaid Provided further that no main or cable shall be attached to any bridge or carried across the canal as hereinbefore provided so that any part thereof shall be at a less height than ten feet above weir level in the canal;

(c) If the Company pursuant to a requirement of the corporation under paragraph (b) of this subsection provide accommodation as therein mentioned otherwise than in or under the footway or carriageway of a bridge carrying a public road over the canal the corporation shall pay to them any extra expense incurred by the Company in so doing and the amount of such extra expense shall failing agreement be settled by arbitration:

(14) The corporation may employ watchmen or inspectors to watch and inspect the works

referred to in subsection (7) of this section whereby any apparatus will be affected during their construction repair or renewal : A.D. 1931.

- (15) It shall be lawful for the corporation and the engineers workmen and others in their employ at all times when it may be reasonably necessary to enter upon the lands works and premises of the Company at any point or place where there is existing any apparatus of the corporation 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 the corporation their engineers or workmen or others in the employ of the corporation shall not interrupt the use of any of the works by this Act authorised and will take all reasonable steps to prevent interference with the navigation on the Warwicks section and provided also that the corporation shall make good and reimburse to the Company all damage to the works by this Act authorised occasioned by the exercise of the powers by this subsection reserved :
- (16) Nothing in this Act contained shall deprive the corporation of the powers and privileges conferred upon them by any Act or Acts of Parliament of laying down and maintaining as occasion may require and repairing renewing and altering any apparatus in and under any part of the streets roads footways or bridges upon over or under which the works authorised by this Act will be made :
- (17) If by reason of the exercise of the powers of this Act any additional length of apparatus or sewer be rendered necessary the same shall be provided and laid by the corporation and the Company shall repay to the corporation the reasonable cost thereof :
- (18) The Company shall make full compensation to the corporation for any subsidence of or damage to any property of the corporation which may happen during the execution by the Company of any works under the powers of this

A.D. 1931.

Act or at any time after the completion of such works and which may be caused by or in consequence of the act or default of the Company their contractors servants or agents in executing such works :

- (19) Nothing in this section contained shall prejudice alter or affect the rights of the Company or corporation under any agreement between them relating to the apparatus or sewers of the corporation :
- (20) If any dispute shall arise between the Company and the corporation as to anything to be done under or otherwise arising out of this section the same shall be referred to and determined by an engineer or other fit person to be nominated as arbitrator on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 or any then subsisting statutory modification or re-enactment thereof shall apply to the reference.

For protec-
tion of
Watford
Corporation.

34. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Watford (hereinafter referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect in relation to the exercise by the Company of the powers conferred upon them by the foregoing provisions of this Act (that is to say) :—

- (1) (a) Nothing contained in this Act shall authorise the Company within the area described in paragraph (b) of this subsection to sink any well or construct any other work for the purpose of taking using or appropriating any underground springs streams or waters ;

(b) The area referred to in this subsection comprises—

- (i) the borough of Watford ;
(ii) the parish of Watford Rural ;
(iii) so much of the urban district of Rickmansworth as is situate to the east and north-east of the existing wells of the Company at Batchworth in that urban district ; and

(iv) such parts of the parishes of Abbots Langley and King's Langley as lie within a radius of five miles from the existing pumping station of the corporation at Watford Fields; as the said borough urban district and parishes are respectively constituted at the date of the passing of this Act :

- (2) Nothing contained in this Act shall (as respects the borough of Watford and the parish of Watford Rural as respectively constituted as aforesaid) be deemed to confer upon the Company any exemption from the provisions of any existing enactment (other than section 64 of the Housing Act 1925 and Part II of the Third Schedule to the Town Planning Act 1925) or of any byelaw order or scheme made or to be made under any such enactment in respect of any property or matter of or affecting the Company to which such exemption would not have applied if the section of this Act of which the marginal note is "General powers of executing works" together with any provisions which are referred to in subsection (2) of that section had not been enacted but notwithstanding anything in this subsection the Company shall (subject to the provisions of subsections (3) (4) and (5) of this section) be entitled in respect of any such property or matter as aforesaid to the benefit of the exemptions (if any) to which they would have been entitled if this Act had not been passed :
- (3) The Company shall not exercise the powers of the said section of this Act of which the marginal note is "General powers of executing works" or the powers of any provisions which are referred to in subsection (2) of that section so as to affect injuriously the amenities of the lands situate on either side of so much of the Grand Junction section as is situate in the said parish of Watford Rural as constituted at the date of this Act and as lies to the south of the north-western corner of Cassiobury Public Park Provided that nothing in this subsection shall prevent the Company from strengthening

A.D. 1931.
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by means of walls or piles the banks of the canal or deepening or dredging the bed thereof or improving or reconstructing the lock without in any case unreasonably affecting such amenities :

- (4) In exercising the powers of the said section of this Act of which the marginal note is "General powers of executing works" or the powers of any provisions which are referred to in subsection (2) of that section the Company shall use their best endeavours not to affect injuriously the amenities of the lands situate on either side of so much of the Grand Junction section as is situate in the said parish of Watford Rural as constituted at the date of this Act and as lies to the north of the north-western corner of the said Cassiobury Public Park :
- (5) If any difference shall arise under subsections (3) and (4) of this section between the corporation and the Company such difference shall be referred to and determined by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the Minister of Health and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination :
- (6) Subsection (4) of section 45 of the Regent's Canal and Dock Company (Grand Junction Canal Purchase) Act 1928 shall be read and have effect as if the words "under any such enactment" were therein substituted for the words "under any such Act."

For protec-
tion of
Warwick
Corporation.

35.—(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not under the powers of this Act acquire compulsorily the estate or interest of the mayor aldermen and burgesses of the borough of Warwick in the road numbered 2 in the borough of Warwick on the deposited plans relating to Work No. 3 by this Act authorised.

(2) The Company shall not construct and maintain the said Work No. 3 in such a manner as to obstruct or

interfere with the proper and convenient access to or over the said road. A.D. 1931.

36. Notwithstanding anything contained in this Act or shown on the deposited plans or sections the following provisions for the protection of the Great Western Railway Company (hereinafter referred to as "the Great Western Company") shall unless otherwise agreed in writing between the Great Western Company and the Company apply and have effect (that is to say):—

For protec-
tion of the
Great West-
ern Railway
Company.

- (1) So much of Work No. 13 or any other works of the Company by this Act authorised as may be situate upon across over under or in any way affecting the railway or works of the Great Western Company shall be constructed by and in all things at the expense of the Company and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Great Western Company and at such time or times as he shall reasonably approve and so as not to interfere with the structure of the railway or works of the Great Western Company and except in cases of repair according to plans sections and particulars to be submitted to and reasonably approved by the said engineer before any such works shall be executed. Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof:
- (2) If in the construction of Work No. 13 the level of any portion of the roadway upon the northern approach to the bridge carrying the same over the Great Western Company's railway is permanently altered the Company shall thereafter be responsible for and relieve the Great Western Company of all liability for the maintenance of that portion of roadway and the banks supporting the same:
- (3) The Company shall not under the powers of this Act acquire compulsorily any lands of the Great Western Company save and except that the Company may acquire and the Great

A.D. 1931.

Western Company on being required so to do by the Company shall sell to the Company such a right or easement as may be necessary to enable the Company to construct and maintain Work No. 13 by this Act authorised upon the property of the Great Western Company and the Company shall pay to the Great Western Company for any right or easement which they may so require the Great Western Company to sell such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement :

- (4) The Company shall not alter the top-water level of the Warwicks section so as to affect the level of the water in the Kingswood Arm of the Great Western Company connecting their Stratford-upon-Avon Canal with the Warwicks section :
- (5) Except as in this section otherwise expressly provided any difference arising between the Company and the Great Western Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

For protection of London Midland and Scottish Railway Company.

37. For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the railway company") the following provisions shall unless otherwise agreed in writing between the Company and the railway company apply and have effect (that is to say) :—

- (1) The Company shall not acquire any land or property of the railway company without their consent but the Company may acquire and the railway company shall if so required in writing

by the Company grant to them such easements or rights as may be necessary for or in connection with the execution of any works or the exercise of any powers under the authority of this Act The Company shall pay to the railway company for any such easement or right as aforesaid such consideration as may be agreed upon or as in the event of difference may be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of section 6 of the Lands Clauses Consolidation Act 1845 :

- (2) The Company shall before they commence so much of any of the works which the Company may carry out under the powers of the sections of this Act of which the marginal notes are " Power to execute works on Warwicks section " " Power to vary position and number of locks " " Subsidiary powers " and " General powers of executing works " and all works in connection therewith (all of which are hereinafter referred to as " the works ") as shall or may pass over under adjoin or in any way affect the railways or works of the railway company submit to the principal engineer of the railway company (in this section called " the principal engineer ") plans sections and specifications of the works proposed to be carried out by the Company for the reasonable approval of the principal engineer Provided that if within one month from the submission of such plans sections and specifications the principal engineer does not signify to the Company his disapproval thereof or his requirements in regard thereto he shall be deemed to have approved thereof :
- (3) The works shall be carried out only according to such plans sections and specifications as shall be approved by the principal engineer or determined by arbitration and shall be constructed

A.D. 1931.
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under the superintendence (if given) and to the reasonable satisfaction of the principal engineer :

- (4) Before the construction of any of the works under or adjoining the railway any temporary works which may be reasonably necessary to ensure the stability of the said railway may and shall be carried out by the railway company for the Company and the reasonable costs thereof and any expenses reasonably incurred in connection therewith shall be repaid by the Company to the railway company :
- (5) If in consequence of the construction of the works it shall be reasonably necessary (at any time either before or during such construction or within one year after the completion of the works or any part thereof) that any further or other works or appliances be constructed or measures of precaution taken either by way of addition to the existing works of the railway company or in connection with the works or in relation to the method of construction of the works so as to prevent the subsidence of or injury to any of the railways or works of the railway company the Company shall on being thereunto reasonably required in writing under the hand of the principal engineer make and execute at their own expense and according to plans sections and specifications to be prepared by him and reasonably approved by the surveyor to the Company such works or take such measures of precaution including the temporary cessation of the construction of the works as the principal engineer shall reasonably require The construction of the works when commenced shall proceed with all due diligence :
- (6) The Company shall at all times (so far as they can legally do so) give all reasonable facilities to the principal engineer and his assistants or inspectors for access to the works during or after construction and shall also furnish him or them with such information as he or they may reasonably require with regard to the works or the method of construction thereof :

A.D. 1931.

- (7) Notwithstanding the approval of plans sections and specifications or supervision by or completion to the satisfaction of the principal engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during and in consequence of the execution of the works the railway of the railway company or any of the works connected therewith shall be injured or damaged the railway company shall be entitled forthwith to make good such injury or damage and may recover the amount reasonably expended in so doing from the Company :
- (8) The Company shall not in executing the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway of the railway company or any traffic thereon and if the free and uninterrupted user of the railway of the railway company or any traffic thereon shall be obstructed hindered or interfered with by the Company contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the railway company all reasonable costs and expenses to which the railway company may be put and compensation for the loss sustained by the railway company by reason of any such interruption or interference :
- (9) The Company shall make good to the railway company all costs charges losses damages and expenses which may be occasioned to their railway or works or to any person or persons using the same by reason of the execution of the works or of the failure of any part thereof or of any act or omission of the Company or of any of the persons in their employment or of their contractors and the Company shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such construction failure or omission :
- (10) Any difference which shall arise between the Company and the railway company or their respective engineers under this section shall be referred to and determined by an arbitrator to be

A.D. 1931.

appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of
London and
North East-
ern Railway
Company.

38. For the protection of the London and North Eastern Railway Company (in this section referred to as "the railway company") the following provisions shall unless otherwise agreed in writing between the Company and the railway company apply and have effect (that is to say):—

- (1) The Company shall before they commence so much of any of the works which the Company may carry out under the powers of the section of this Act of which the marginal note is "General powers of executing works" and all works in connection therewith (all of which are hereinafter referred to as "the works") as shall or may pass under adjoin or in any way affect the railways or works of the railway company submit to the engineer of the railway company (in this section called "the engineer") plans sections and specifications of the works proposed to be carried out by the Company for the reasonable approval of the engineer Provided that if within one month from the submission of such plans sections and specifications the engineer does not signify to the Company his disapproval thereof or his requirements in regard thereto he shall be deemed to have approved thereof:
- (2) The works shall be carried out only according to such plans sections and specifications as shall be approved by the engineer or determined by arbitration and shall be constructed under the superintendence (if given) and to the reasonable satisfaction of the engineer:
- (3) Before the construction of any of the works under or adjoining the railway of the railway company any temporary works which may be reasonably necessary to ensure the stability of the said railway may and shall be carried out by the railway company for the Company and the reasonable costs thereof and any expenses reason-

ably incurred in connection therewith shall be repaid by the Company to the railway company : A.D. 1931.
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- (4) If in consequence of the construction of the works it shall be reasonably necessary (at any time either before or during such construction or within one year after the completion of the works or any part thereof) that any further or other works or appliances be constructed or measures of precaution taken either by way of addition to the existing works of the railway company or in connection with the works or in relation to the method of construction of the works so as to prevent the subsidence of or injury to any of the railways or works of the railway company the Company shall on being thereunto reasonably required in writing under the hand of the engineer make and execute at their own expense and according to plans sections and specifications to be prepared by him and reasonably approved by the surveyor to the Company such works or take such measures of precaution including the temporary cessation of the construction of the works as the engineer shall reasonably require The construction of the works when commenced shall proceed with all due diligence :
- (5) The Company shall at all times (so far as they can legally do so) give all reasonable facilities to the engineer and his assistants or inspectors for access to the works during or after construction and shall also furnish him or them with such information as he or they may reasonably require with regard to the works or the method of construction thereof :
- (6) Notwithstanding the approval of plans sections and specifications or supervision by or completion to the satisfaction of the engineer as aforesaid and notwithstanding the compliance by the Company with the provisions of this section if during and in consequence of the execution of the works the said railway of the railway company or any of the works connected therewith shall be injured or damaged the railway company shall be entitled forthwith to make good such

A.D. 1931.

injury or damage and may recover the amount reasonably expended in so doing from the Company :

- (7) The Company shall not in executing the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway of the railway company or any traffic thereon and if the free and uninterrupted user of the railway of the railway company or any traffic thereon shall be obstructed hindered or interfered with by the Company contrary to this enactment the Company shall notwithstanding any approval as aforesaid pay to the railway company all reasonable costs and expenses to which the railway company may be put and compensation for the loss sustained by the railway company by reason of any such interruption or interference :
- (8) The Company shall make good to the railway company all costs charges losses damages and expenses which may be occasioned to their said railway or works or to any person or persons using the same by reason of the execution of the works or of the failure of any part thereof or of any act or omission of the Company or of any of the persons in their employment or of their contractors and the Company shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such construction failure or omission :
- (9) Nothing contained in this Act shall enlarge any obligation imposed upon the railway company by section 36 of the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 (For the protection of the Oxford Canal Navigation Company) :
- (10) Any difference which shall arise between the Company and the railway company or their respective engineers under this section shall be referred to and determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

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

A.D. 1931.

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For protec-
tion of .
Southern
Railway
Company.

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not under the powers of this Act enter upon take or use any land or property of the Southern Company :

(2) The powers conferred by subsection (2) of the section of this Act of which the marginal note is "General powers of executing works" shall not be exercised so as to damage or injuriously affect the railways or works of the Southern Company.

40.—(1) From the thirty-first day of December one thousand nine hundred and thirty-one until the thirty-first day of December one thousand nine hundred and thirty-two and thereafter unless and until the tolls dues and charges by this section authorised are revised by an order of the Minister made under the section of this Act of which the marginal note is "Revision of tolls &c." the following provisions shall have effect with respect to the maximum tolls dues and charges leviabale by the Company in respect of the Warwicks section (namely):—

Tolls dues
and charges.

(a) the maximum tolls and wharfage charges respectively specified in Part I of Table A—

(i) in the schedule to the Warwicks Charges Order of 1893; and

(ii) in the schedule to the Warwicks Charges Order of 1894 under the respective headings "Applicable only to the Birmingham and Warwick Junction Canal" and "Applicable only to the Warwick and Napton Canal"

shall be increased by an amount equal to fifty per centum of the respective amounts thereof authorised by the said Orders ;

(b) the minimum tolls and empty boat charges respectively specified in section 8 of the schedule to the Warwicks Charges Order of 1893 and in section (i) under the respective headings

A.D. 1931.

“ Special sections applicable only to the Birmingham and Warwick Junction Canal ” and “ Special sections applicable only to the Warwick and Napton Canal ” in the schedule to the Warwicks Charges Order of 1894 shall be increased by seventy-five per centum of the respective amounts thereof authorised by those Orders ;

and the said Orders shall be read and have effect accordingly.

(2) As from the said thirty-first day of December one thousand nine hundred and thirty-one the directions of the Minister shall cease to have effect.

Revision of
tolls &c.

41.—(1) If at any time after the thirty-first day of December one thousand nine hundred and thirty-two it is represented by application in writing to the Minister—

- (a) by any chamber of commerce or shipping or any representative body of traders or any person who is in the opinion of the Minister a proper person for the purpose ; or
- (b) by the Company ;

that under the circumstances then existing the authorised tolls or any of them should be revised the Minister may (if he thinks fit) subject to the provisions of this section make an order revising the authorised tolls referred to in the application or any of them and may fix the date as from which such order shall take effect and thenceforth such order shall remain in force until it expires or is revoked or modified by a further order of the Minister made in pursuance of this section Provided that before making an order under this section the Minister shall cause an inquiry to be held with reference thereto in pursuance of the Board of Trade Arbitrations &c. Act 1874 as applied by this section.

(2) Where upon an application for revision of authorised tolls or an authorised toll an order has been made or the Minister has decided not to make an order no further application for a revision of the tolls or toll to which the application related shall be made within twelve months from the date of such order or decision as the case may be.

(3) The provisions of Part I of the Board of Trade Arbitrations &c. Act 1874 shall apply for the purposes of this section as if— A.D. 1931.

- (a) the Minister were referred to therein in lieu of the Board of Trade;
- (b) the person or persons duly authorised to hold any inquiry thereunder were the rates advisory committee constituted under the Ministry of Transport Act 1919 or any sub-committee thereof to which the said advisory committee may under section 2 of the Harbours Docks and Piers (Temporary Increase of Charges) Act 1920 have delegated their powers or if the said advisory committee ceases to exist some persons with similar qualifications to be appointed for the purpose by an order of the Minister under section 2 of the said Act of 1874; and
- (c) in section 4 of the said Act of 1874 the words "under the seal of the Minister of Transport" were substituted for the words "by writing under the hand of the President or of one of the secretaries of the Board."

(4) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require and the Minister and the body or persons holding an inquiry for the purposes of this section may call for such information documents and accounts as they may consider relevant and may hear such witnesses as they shall think fit and shall have power to take evidence on oath and for that purpose may administer oaths.

42. The Company may subject to the provisions of Part II of the Companies Clauses Act 1863 raise in addition to their capital already authorised any additional capital not exceeding in the whole five hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the Power to raise additional capital.

A.D. 1931. same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect of the same Provided that for the purposes of section 13 of the Companies Clauses Act 1863 the prescribed rate of dividend on any preference shares or stock issued by the Company under the powers of this Act shall be seven and a half per centum per annum.

New shares or stock to form part of capital of Company.

43. The capital in new shares or stock created by the Company under the powers of this Act shall form part of the capital of the Company.

New and existing shares and stock to be subject to same incidents.

44.—(1) The additional capital created by the Company under this Act and the new shares and stock in such capital and the holders thereof respectively shall be subject to and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

(2) Any preference shares or stock created by the Company under this Act may if the Company think fit be created and issued so as to rank *pari passu* in all respects with any other preference shares or stock for the time being created or issued.

Dividends on new shares or stock.

45. Every person who becomes entitled to new shares or stock of the Company shall in respect of the same be a holder of shares or stock in the undertaking of the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such new stock as the case may be.

Restriction as to votes in respect of preference shares or stock.

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

Power to borrow for development.

47. The Company may in addition to and independently of any other borrowing power under this or any former Act without being required to obtain a certificate of a justice under the fortieth section of the

Companies Clauses Consolidation Act 1845 from time to time borrow on mortgage of the undertaking any sum or sums not exceeding in the whole five hundred thousand pounds to be applied in or towards defraying the cost of the execution of the works and the exercise of the powers by this Act authorised and conferred. A.D. 1931.
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48. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-half of the additional capital which at the time of borrowing has been raised under the powers of the section of this Act of which the marginal note is "Power to raise additional capital" but no sum shall be borrowed in respect of any capital so raised until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the total sum payable on the stock or the total amount called up on the shares in respect of which it is proposed to borrow together with the premium (if any) realised on the issue of the stock or shares or after allowing for the discount (if any) given on the issue of the stock has been fully paid up. Power to borrow in respect of additional capital.

49. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing thereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act. Priority of principal moneys secured by existing mortgages.

50. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 as incorporated with this Act and of section 7 of the Regent's Canal City and Docks Railway (Canal Capital) Act 1883 Notice of the effect of this enactment and of the provisions of section 7 of the said Act of 1883 shall be endorsed on all mortgages and certificates of debenture stock granted or issued under the powers of this Act. Power to issue debenture stock.

51.—(1) In this section and the next following section of this Act unless the context otherwise requires— Redeemable preference stock and debenture stock.
"Stock" means and includes preference stock and debenture stock;

A.D. 1931.

“ Issue ” includes re-issue ;

“ Redeemable stock ” means any stock issued under the powers of this section so as to be redeemable ;

“ Redeemed stock ” means any redeemable stock which has been redeemed and is not required to be cancelled under the provisions of the section of this Act of which the marginal note is “ Sinking fund for discount on issue “ or premium on redemption of redeemable “ stock.”

(2) Subject to the provisions of this section the directors may from time to time by virtue of this Act and without further or other sanction issue so as to be redeemable any stock created by the Company after the date of this Act under the powers of any former Act or of this Act or of any subsequent Act and any redeemed stock Provided that no redeemed stock shall be issued except for the purpose of effecting the redemption of redeemable stock under the provisions of this section unless the issue is authorised by a resolution of the Company passed at a special meeting convened for the purpose.

(3) Redeemable stock may be redeemed either by paying off the stock or by issuing to the holder of the stock (subject to his consent) other stock or new ordinary shares or ordinary stock in substitution therefor and for the purpose of raising money to pay off or of providing stock in substitution for any redeemable stock the Company may create new stock or new ordinary shares or ordinary stock or the directors may issue any redeemed stock so as to be redeemable or irredeemable as they may think fit :

Provided that—

(a) no new stock or ordinary shares or ordinary stock shall be created nor shall any redeemed stock be issued so as to make the total amount of any particular class of stock or of ordinary shares or ordinary stock exceed the amount of shares or stock of that class which the Company are for the time being authorised to create except during any necessary interval

between the creation or (in the case of redeemed stock) the issue of the stock and completion of the redemption of the redeemable stock for the purpose of redeeming which the stock or ordinary shares or ordinary stock of such particular class is proposed to be so created or issued; and

- (b) during such interval as aforesaid the amount raised by means of any preference or ordinary shares or preference or ordinary stock so created or issued shall not be deemed to be capital raised for the purpose of any enactment regulating the borrowing powers of the Company.

(4) When any redeemable stock has been redeemed and is not required to be cancelled as aforesaid the amount (exclusive of any sum obtained by way of premium) which was last raised by its issue shall cease to be taken into account in calculating the extent to which the powers of the Company of raising money by the creation and issue of capital or by borrowing on mortgage of the undertaking or by the creation and issue of debenture stock have been or may be exercised but nothing contained in this subsection or done in pursuance thereof shall affect the validity of any mortgage or debenture stock of which the grant or issue by the Company was lawful in the circumstances existing at the date of such grant or issue Provided that the nominal amount of any stock issued solely in substitution for other stock shall be deemed to be the amount raised by such issue.

(5) Redeemable stock shall bear such rate of dividend or interest and shall be redeemable at such time and in such manner and subject otherwise to such terms and conditions as the directors may before the issue thereof determine Provided that the terms and conditions of redemption upon which any redeemable stock is issued shall be stated in any prospectus or other document issued by the Company offering such stock for sale or subscription and in the certificates of such stock and no term or condition of redemption which is not so stated shall be binding upon the holder of the stock.

A.D. 1931.

(6) The Company shall not redeem out of revenue any redeemable stock except to the extent of any discount allowed on the issue or any premium payable on the redemption thereof.

Sinking fund for discount on issue or premium on redemption of redeemable stock.

52.—(1) If at any time after the date of the passing of this Act any redeemable stock issued under the powers of the section of this Act of which the marginal note is “Redeemable preference stock and debenture stock” is issued at a discount or is issued so as to be redeemable at a premium the Company may if they think fit form a fund for providing on the date when such stock falls due for redemption a sum equal to the amount of such discount or premium.

(2) The said fund shall be formed by setting aside out of the net revenue of the Company such equal annual sums as with accumulations at compound interest at the rate of three and a half per centum per annum with yearly rests would produce on the said date the amount of the said discount or premium.

(3) The said fund shall be applied either in the redemption pro tanto on the said date of the redeemable stock in respect of which it has been formed or if the directors think fit in the purchase at any time and from time to time of any such stock at a price not exceeding the nominal amount thereof and any stock so purchased shall be cancelled.

Grand Union Canal Development Loan No. 1.

53. Any mortgage granted under the powers of the section of this Act of which the marginal note is “Power to borrow for development” and any debenture stock issued under the authority of this Act in respect of the powers of borrowing conferred by that section shall be designated “Grand Union Canal Development Loan No. 1” and all sums from time to time received by the Company from the Treasury under the Development (Loan Guarantees and Grants) Act 1929 in respect of any such borrowing may and shall be utilised primarily in or towards the payment of the interest on such mortgages and debenture stock.

For appointment of receiver.

54.—(1) Section 59 (For appointment of receiver) of the Regent’s Canal and Dock Company (Grand Junction Canal Purchase) Act 1928 is hereby repealed as from the passing of this Act but without prejudice to

any appointment heretofore made or to the continuance of any proceedings then pending. A.D. 1931.

(2) 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 but 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.

55. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act or (except as by this Act otherwise expressly provided) to the general purposes of the undertaking being in all cases purposes to which capital is properly applicable. Application of moneys.

56.—(1) The Company may at any time purchase by agreement any debentures or debenture stock (whether redeemable or irredeemable) of the Company and for that purpose may apply any moneys for the time being in their hands which they are entitled to apply to capital purposes including the proceeds of any sale (whether heretofore made or hereafter to be made by the Company) of any surplus lands warehouses buildings or other properties of the Company and any investments from time to time representing any such proceeds. Power to purchase debentures and debenture stock.

(2) Any debentures or debenture stock purchased under the provisions of this section may at the option of the directors be retained by the Company and registered in the name of the Company or be at any time cancelled and extinguished :

Provided that notwithstanding anything in any previous Act relating to the Company or in this Act or in any enactment incorporated with any such Act any debentures or debenture stock so retained by and registered in the name of the Company shall not whilst so retained and registered have priority as respects principal or interest against the Company and the property from time to time of the Company liable thereto over any other claims on account of any debts incurred or engagements entered into by the Company.

(3) If any debentures or debenture stock so purchased are retained by and registered in the name of

A.D. 1931. the Company the Company may from time to time sell or otherwise dispose of such debentures or debenture stock at such price and in such manner as the directors may think best in the interests of the Company.

(4) If any debentures or debenture stock so purchased are cancelled and extinguished the amount thereof shall be deemed to be money borrowed and paid off by the Company within the meaning of section 39 of the Companies Clauses Consolidation Act 1845 and the provisions of that section as to re-borrowing by the Company shall apply accordingly.

Company
may incur
temporary
loans.

57.—(1) The Company may for the purposes of or in connection with the undertaking borrow or raise moneys on temporary loans from bankers by means of overdrafts or otherwise Provided that the aggregate amount outstanding at any one time of the moneys so borrowed or raised shall not exceed fifty thousand pounds.

(2) The power conferred by this section shall be in addition to any power for the time being of the Company to borrow on debenture or mortgage of their undertaking or to raise moneys by the creation and issue of debenture stock.

Agreements
between
Company
and Oxford
Company.

58.—(1) The Company and the Oxford Company may enter into and carry into effect agreements or arrangements for or in connection with any of the purposes of this Act relating to or affecting the Oxford Company and the expenses of carrying the same into execution including agreements or arrangements for the exercise by the Oxford Company of the powers with reference to the Oxford section conferred by this Act upon the Company and if any such agreement as last aforesaid shall be entered into the Oxford Company shall subject to the terms of any such agreement be entitled to exercise the said powers in lieu of the Company.

(2) The Company and the Oxford Company may apply their respective funds and revenues for the purposes of any agreement entered into under this section.

(3) The provisions of the sections of this Act of which the marginal notes are respectively "For protection of London Midland and Scottish Railway Company" and

“ For protection of London and North Eastern Railway Company ” shall apply to the exercise by the Oxford Company of the powers conferred by this Act as though the Oxford Company were referred to in those sections in place of the Company. A.D. 1931.

59. The powers by this Act conferred upon the Company shall be in addition to and not in substitution for or derogation of any powers which the Company might have exercised if this Act had not been passed. Powers of Act cumulative.

60. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown. Crown rights.

61. The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act shall be paid by the Company and may be defrayed in whole or in part out of revenue. Costs of Act.

A.D. 1931.

The SCHEDULES referred to in the
foregoing Act.

FIRST SCHEDULE.

ADDITIONAL LANDS.

Lands in the urban district of Heston and Isleworth bounded on the north-west by the Southern Railway loop line on the south-west partly by the Great Western Railway (Brentford Branch) and partly by lands belonging or reputed to belong to the London United Tramways Limited and on the north-east and south-east by lands belonging or reputed to belong to the Company together with the approach road from Brentford High Street to the lands hereinbefore described.

SECOND SCHEDULE.

PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN BY
THE COMPANY.

—	Parish or other area.	Numbers on deposited plans.
Work No. 3	Borough of Warwick	10 11 12 13 14 and 15.
Work No. 4	Parish of Offchurch	4.
Work No. 10	Parish of Stockton	3A 3B and 12.
Additional lands	Urban district of Heston and Isleworth.	1.

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