

[26 GEO. 5. & *Great Western Railway* [Ch. lxxv.]
1 EDW. 8.] (*Ealing and Shepherd's Bush*
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CHAPTER lxxv.

An Act to empower the Great Western Railway Company to construct railways and to acquire lands to authorise financial arrangements with respect to certain works and facilities to be provided by the said Company under an agreement with the Treasury in connection with passenger transport services in the London Transport Area and to raise additional capital and for other purposes. [14th July 1936.] A.D. 1936.

WHEREAS it is expedient that the Great Western Railway Company (in this Act referred to as "the Company") should be empowered as by this Act provided to construct the railways and other works and exercise the powers by this Act authorised and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith the lands in this Act described or referred to :

And whereas on the twentieth day of June one thousand nine hundred and thirty-five an agreement (in this Act referred to as "the Treasury agreement") was entered into between the Treasury of the first part the London Passenger Transport Board of the second part the Company of the third part and the London and North Eastern Railway Company of the fourth part (which parties of the second third and fourth parts

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A.D. 1936. are in the Treasury agreement and in this Act referred
 — to as "the transport undertakers") with a view to the
 facilities for passenger transport in the London Passenger
 Transport Area which will be provided by the con-
 struction of the works set out in the scheme of works
 contained in the First Schedule to the Treasury agreement
 being made available as speedily as possible subject to
 such variations and additions as are referred to in the
 Treasury agreement :

5 Edw. 7. And whereas the portion of the works set out in
 c. xcvi. the First Schedule to the Treasury agreement which
 the Company are required to provide comprises the
 works described in Part II of that schedule being the
 railways and works by this Act authorised and con-
 stituting an extension of the Ealing and Shepherd's
 Bush railway of the Company authorised by the Great
 Western Railway (New Railways) Act 1905 :

And whereas with a view to facilitating the raising of
 the moneys necessary for the execution of the said scheme
 of works it is provided by the Treasury agreement that
 subject to the sanction of Parliament the Treasury shall
 cause a company to be formed for the purpose of raising
 and lending to the transport undertakers a sum or sums
 of money not exceeding in the aggregate forty million
 pounds and that the sum or sums raised by the issue of
 securities of the said company shall be guaranteed as to
 principal and interest by the Treasury in accordance
 with the terms of an agreement to be entered into
 between the Treasury and the said company :

25 & 26 And whereas by the London Passenger Transport
 Geo. 5. c. 27. (Agreement) Act 1935 in the schedule to which the
 Treasury agreement is set out the Treasury are authorised
 to guarantee the payment of the principal of and the
 interest on securities to be issued by the said company
 to be formed as aforesaid :

19 & 20 And whereas the Treasury pursuant to and in
 Geo. 5. c. 23. accordance with the terms of the Treasury agreement
 caused the London Electric Transport Finance Corpor-
 ation Limited (in this Act referred to as "the finance
 corporation") to be incorporated and such company was
 incorporated under the Companies Act 1929 on the tenth
 day of July one thousand nine hundred and thirty-five :

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And whereas on the eleventh day of July one thousand nine hundred and thirty-five the agreement set forth in the First Schedule to this Act (in this Act referred to as "the scheduled agreement") was entered into between the finance corporation of the first part the London Passenger Transport Board of the second part the Company of the third part and the London and North Eastern Railway Company of the fourth part (the scheduled agreement being supplemental to the Treasury agreement):

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—

And whereas by the scheduled agreement it is provided that the parties thereto of the second third and fourth parts shall as soon as practicable apply to Parliament for and use their best endeavours to obtain the statutory powers and provisions referred to in the scheduled agreement and all other statutory powers necessary to enable the scheduled agreement to be carried into effect:

And whereas by the scheduled agreement it is provided that the finance corporation shall lend to the transport undertakers and that the transport undertakers respectively shall subject to the grant to the transport undertakers respectively of the statutory powers specified in the scheduled agreement borrow from the finance corporation such sums of money as shall be required by the transport undertakers respectively to enable them to carry out their respective parts of the scheme of works contained in the First Schedule to the Treasury agreement:

And whereas for the purpose of enabling the Company to borrow such sums of money as aforesaid it is expedient to confer upon the Company the powers in this Act contained with respect to borrowing and the creation and issue of debenture stock of the Company:

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised and plans showing the lands by this Act authorised to be acquired compulsorily and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk to the council of the administrative county of Middlesex and

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A.D. 1936. are hereinafter respectively referred to as the deposited
— plans sections and books of reference :

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

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

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

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

Short title.

1. This Act may be cited as the Great Western Railway (Ealing and Shepherd's Bush Railway Extension) Act 1936.

Incorporation of general 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 are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided that—

(1) any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party ;

8 & 9 Vict.
c. 18.

(2) section 34 of the Lands Clauses Consolidation Act 1845 shall be read and have effect

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subject to the following proviso in all cases A.D. 1936.
 in which notice of the effect of such proviso
 accompanies any offer of purchase money
 and compensation made by the promoters :
 —

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator; and

- (3) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section :

The Railways Clauses Consolidation Act 1845 :	8 & 9 Vict. c. 20.
Part I (relating to the construction of a railway) of the Railways Clauses Act 1863 :	26 & 27 Vict. c. 92.
The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):—	8 & 9 Vict. c. 16.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

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The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

26 & 27 Vict.
c. 118.

Interpre-
tation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and all distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after each such distance or length And—

"the Company" means the Great Western Railway Company;

"the Treasury agreement" means the agreement of the twentieth day of June one thousand nine hundred and thirty-five set out in the schedule to the London Passenger Transport (Agreement) Act 1935 and made between the Treasury of the first part the London Passenger Transport Board of the second part the Company of the third part and the London and North Eastern Railway Company of the fourth part;

"the finance corporation" means the London Electric Transport Finance Corporation Limited;

"the scheduled agreement" means the agreement dated the eleventh day of July one thousand nine hundred and thirty-five and made between the finance corporation of the first part the

London Passenger Transport Board of the second part the Company of the third part and the London and North Eastern Railway Company of the fourth part as set out in the First Schedule to this Act; A.D. 1936.
 —

“ the transport undertakers ” means the parties of the second third and fourth parts to the scheduled agreement;

“ the scheme of works contained in the First Schedule to the Treasury agreement ” means the scheme of works contained in that schedule with such amendments (if any) as shall be deemed to be made therein in pursuance of clause 1 of the Treasury agreement;

“ Order ” and “ Scheme ” respectively mean any Order made under the Light Railways Acts 1896 and 1912 as amended by the Railways Act 1921 and any Scheme under the Railways Act 1921 or any other Order or Scheme having the force of an Act of Parliament; 59 & 60 Vict. c. 48.
 2 & 3 Geo. 5. c. 19.
 11 & 12 Geo. 5. c. 55.

“ the railways ” means the new railways by this Act authorised.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority or water board and shall be construed as if “ local authority ” and “ water board ” were mentioned in those sections in addition to “ company ” or “ society ” provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or water board to which their revenues in respect of water or gas (as the case may be) are appropriated. Protection of gas and water mains of local authorities.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as Power to Company to make new rail-ways.

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A.D. 1936. may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The railways hereinbefore referred to and authorised by this Act are—

A Railway (No. 1) 8 miles 1 furlong in length wholly in the county of Middlesex commencing in the urban district of Uxbridge at a point 9 chains north-west of the bridge carrying the road from Uxbridge to Ruislip over the Great Western and Great Central Railways Joint Committee's Northolt and Wycombe railway at Ruislip and Ickenham station and terminating in the borough of Acton by a junction with the Company's Ealing and Shepherd's Bush railway at a point 4 chains north-west of the bridge carrying Willesden Lane over that railway;

A Railway (No. 2) 2 furlongs in length wholly in the borough of Acton in the county of Middlesex commencing by a junction with the said intended Railway No. 1 at a point 20 chains north-west of the bridge carrying Willesden Lane over the Company's Ealing and Shepherd's Bush railway and terminating by a junction with that railway at or near the said bridge.

Rates and charges.

6. For the purposes of tolls fares rates and charges and for all other purposes the railways shall form part of the undertaking of the Company.

Power to deviate.

7. In making the railways and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and five feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Minister of Transport.

Inclination of roads.

8. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make

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the same of any inclinations not steeper than the A.D. 1936:
 inclinations hereinafter mentioned in connection there-
 with (that is to say):—

No. on deposited plans.	Area.	Description of road.	Intended inclination.
RAILWAY No. 1.			
7	Borough of Ealing	Public	1 in 24 on the south-western side.
20	Borough of Ealing	Public	1 in 20 on the south-western side.

9. The Company may make the roadway over the bridge by which the following road will be carried over the railway hereinafter mentioned of such width between the fences thereof as the Company think fit not being less than the width hereinafter mentioned in connection therewith (that is to say):—

Width of certain road.

No. on deposited plans.	Area.	Description of roadway.	Width of roadway.
RAILWAY No. 1.			
7	Borough of Ealing	Public	20 feet.

10. The Company may make the arches of the bridge for carrying the railway over the road next hereinafter mentioned of any height and span not less than the height and span hereinafter mentioned in connection therewith (that is to say):—

Height and span of bridge.

No. on deposited plans.	Area.	Description of road.	Span.	Height.
RAILWAY No. 1.				
184	Borough of Ealing	Public	20 feet	12 feet 3 inches.

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Company
not liable
to repair
surface of
road level
of which is
not per-
manently
altered.

11. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered so as to increase the gradient thereof:

Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such road highway or approach.

For pro-
tection of
London
Passenger
Transport
Board.

12. The following provisions for the protection of the London Passenger Transport Board (in this section referred to as "the board") shall unless otherwise agreed in writing between the board and the Company apply and have effect (that is to say):—

(1) In this section—

"the engineer" means the principal engineer of the board;

"Railway No. 1" means the Railway (No. 1) authorised by this Act;

"the authorised works" means Railway No. 1 and the works and conveniences connected therewith:

(2) The Company shall not under the powers conferred upon them by this Act take any land which is the property of the board but the Company may purchase and take and the board shall if so required by the Company sell and grant such easements as may be reasonably required by the Company for constructing maintaining renewing and using or altering the authorised works in under or over such land and the provisions of the Lands Clauses Acts with respect to lands shall (subject to the provisions of this Act) extend and apply to such easements as if the same were lands within the meaning of those Acts except that the purchase of any such easement shall not be deemed to be the purchase of a part of a house or other

building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 : A.D. 1936.

- (3) In the construction of Railway No. 1 the Company shall not carry the same over the Harrow and Uxbridge railway of the board otherwise than by means of a bridge of a single span of not less than twenty-seven feet measured on the square and with a clear headway throughout such span of not less than fourteen feet two inches above the upper surface of the existing rails of the said railway :
- (4) The Company shall not construct or alter the authorised works where the same shall pass over or under or in any way affect the railways works or property of the board otherwise than in accordance with plans sections and specifications to be previously submitted to and approved in writing by the engineer or in case of difference between the engineer and the Company settled by arbitration and the Company shall not commence the intended works until the plans sections and specifications relating thereto have been so submitted and approved or settled Provided always that if the engineer shall not within twenty-eight days after the submission to him of any plans sections or specifications signify his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved thereof :
- (5) The said works so far as they pass over or under or in any way affect the railways works or property of the board shall be executed by the Company under the supervision (if the same be given) and to the reasonable satisfaction of the engineer and when commenced shall be completed with all reasonable dispatch :
- (6) If by reason of the construction maintenance renewal or alteration of the authorised works it shall become necessary to add to or alter any signal or signals upon the railways of the board the board may effect such additions or alterations as may be reasonably requisite and the reasonable

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expense thereof shall be repaid to the board by the Company on demand :

- (7) If in the opinion of the engineer it shall be necessary owing to and during the construction maintenance renewal or alteration of the authorised works that any temporary works shall be constructed by the board in order to ensure the stability of their railways works and property the board may carry out such temporary works as may be reasonably requisite in that behalf and the costs and expenses reasonably incurred by the board in connection therewith (including compensation payable to any workmen or the legal representatives or dependants of workmen who may be injured or killed whilst employed by the board exclusively in and about such works) shall be repaid by the Company to the board on demand :
- (8) The Company shall not in constructing maintaining renewing or altering the authorised works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways of the board or the conduct of any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of such railways or the conduct of any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the board all reasonable costs and expenses to which the board may be put as well as full compensation for the loss sustained by them by reason of any such obstruction hindrance or interference :
- (9) The Company shall before commencing the construction renewal repair or structural alteration of the authorised works so far as they pass over or under or in any way affect the railways works and property of the board give (except in case of emergency) seven days' previous notice in writing to the engineer of the intended works and shall bear and on demand pay to the board the cost of the employment by them of sufficient number of inspectors or watchmen to

be appointed by them for watching the railways works and property of the Board with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ with reference thereto or otherwise :

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- (10) The Company shall be responsible for and make good to the board all costs losses damages and expenses which may be occasioned to the board by reason of the construction failure maintenance renewal or alteration of the authorised works or of any act or omission of the Company or of their contractors and the Company will effectually indemnify and hold harmless the board from all claims and demands upon or against them by reason of such construction failure maintenance renewal alteration act or omission Provided always that the board shall give to the Company reasonable notice of any such claim or demand and that no settlement or compromise thereof shall be made except with the consent of the Company who shall (if they so elect) have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand The fact that any work or thing has been executed or done in accordance with the foregoing provisions of this section shall not excuse the Company from any liability under this subsection :
- (11) Any additional expense which the board may reasonably incur in maintaining renewing widening altering or reconstructing their railways or works under powers in existence at the passing of this Act by reason of the existence of the authorised works shall be paid by the Company :
- (12) Any difference (other than a difference to which the Lands Clauses Acts apply) which may arise between the Company and the board or the engineer under or with reference to the provisions of this section shall be referred to and

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settled by a single arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application 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 Acts 1889 to 1934 shall apply to any such reference :

- (13) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act enuring for the protection or benefit of the board.

For protec-
tion of
Metropoli-
tan Water
Board.

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

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans or contained in the deposited book of reference the Company shall not without the consent in writing of the board enter upon take or use the lands respectively numbered on the deposited plans 177 and 185 in the borough of Ealing or any part of those lands :
- (2) (a) Not less than twenty-eight days before commencing the construction of any work for carrying Railway No. 1 authorised by this Act over the apparatus of the board situate in or under the lands numbered on the deposited plans 178 in the borough of Ealing the Company shall give to the board notice in writing of their intention to commence such construction and shall state in such notice the day and time at which they propose so to commence and the board shall as soon as practicable after the receipt of such notice at their own cost remove the branch main of the board situate in or under those lands on the southern side of the existing railway of the Company;

(b) Any such work as is referred to in paragraph (a) of this subsection shall be executed

by the Company so as to permit of and not in any way to impede or obstruct the convenient construction maintenance and repair by the board of the aqueduct or line or lines of pipes (Aqueduct No. 1) authorised by the Metropolitan Water Board Act 1935 more than is reasonably necessary for the construction of the said railway and subject as aforesaid the provisions of the following subsections of this section shall apply to the said work;

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(c) The board shall be at liberty at any time after the receipt of any such notice as is referred to in paragraph (a) of this subsection to provide and fix on the valve and the bye-pass valve on their fifty-two inch main over which the work referred to in that paragraph will be constructed such capstan or other appliance as shall be reasonably necessary in consequence of such construction for the convenient operation of the said valves and the Company shall repay to the board the cost reasonably incurred by the board in such provision and fixing:

- (3) (a) Before commencing to construct Railway No. 1 by this Act authorised over or within twenty feet measured on plan from the twenty inch main of the board laid under the existing Acton and Northolt railway of the Company on the western side of the bridge in the borough of Ealing carrying over that railway a public footpath leading from Coronation Road to Western Avenue the Company shall—

(i) provide and lay in accordance with plans sections and particulars to be previously submitted to and approved by the board or (in case of difference between the Company and the board) settled by arbitration as hereinafter provided and under the superintendence and to the reasonable satisfaction of the board a main (in this subsection referred to as "the bye-pass main") in temporary substitution for so much of the existing main as will be interfered with in connection with the construction of the said authorised railway and

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sufficient in capacity and in all other respects for maintaining the continuity of the supply of water afforded by the existing main; and

(ii) under the like superintendence and to the like satisfaction connect the bye-pass main at each end thereof with the existing main at suitable points respectively northward and southward of so much of the existing main as will be interfered with as aforesaid in such manner as to secure continuity of the supply of water by means of the bye-pass main and disconnect so much of the existing main as is situate between such points of connection;

(b) The Company shall at their own expense acquire such easements or rights (if any) as shall be necessary for the laying of the bye-pass main;

(c) The Company shall to the reasonable satisfaction of the board maintain repair and keep in good and efficient condition the bye-pass main until that main shall be disconnected from the existing main in accordance with the next following paragraph of this subsection;

(d) On the completion of such alteration of the existing main as shall be executed pursuant to the other provisions of this section the Company shall under the superintendence and to the satisfaction of the board disconnect the bye-pass main from and make good the existing main and shall be at liberty at any time after the completion of such disconnection and making good to remove the bye-pass main and to use or dispose of the same in such manner as they may think fit;

(e) All works and operations to be executed or carried out under the provisions of this subsection shall be so executed or carried out by and at the expense of the Company Provided that the board shall be at liberty after giving notice in writing to the Company

of their intention so to do themselves to execute or carry out all or any of the said works or operations and in any such case the Company shall afford to the board all facilities (including the right to exercise any powers conferred by the grant of any such easement or right as aforesaid) necessary for the purpose and shall pay to the board the cost reasonably incurred by them in so doing Provided also that if the board themselves execute or carry out all or any of the works or operations referred to in subparagraph (ii) of paragraph (a) or in paragraph (d) of subsection (3) of this section the board shall so far as practicable execute or carry out the same with all possible dispatch and between the hours of mid-day on a Saturday approved by the Company and eight o'clock on the following Monday morning : A.D. 1936.

- (4) Not less than twenty-eight days before commencing any work authorised by this Act under or over or within twenty feet measured on plan from any aqueduct culvert conduit main pipe valve hydrant syphon plug or other work or apparatus (all of which are in this section referred to as "apparatus") of the board or under or over any road in which any such apparatus is laid or placed the Company shall deliver to the board a plan section and description of such work describing the proposed manner of executing the same :
- (5) (a) At any time within twenty-eight days from the receipt of any such plan section and description the board may by notice in writing to the Company intimate their disapproval of the proposed manner of executing such work so far as it will or may involve interference with affect or endanger any apparatus of the board or make any reasonable requirement with respect to such plan section or description and in particular they may require the Company to provide and lay down such works and apparatus as may be reasonably necessary

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and in cases in which it is reasonably necessary they may require the Company to remove divert raise sink or otherwise alter the position of and to support any apparatus of the board and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably necessary and to lay or place under any apparatus of the board cement concrete or other like substance;

(b) If the board shall not within the said period of twenty-eight days give any such notice in writing to the Company they shall be deemed to have approved the plan section and description as submitted to them and if within that period they give such notice the matters in difference shall (if not agreed between the board and the Company) be settled by arbitration as hereinafter provided:

- (6) The Company shall not execute any such work as aforesaid except in accordance with the said plan section and description as so approved by the board or settled by arbitration and subject thereto shall execute such work to the reasonable satisfaction of the board:
- (7) (a) Not less than fourteen days before commencing the execution of any work in connection with which it shall have been agreed or determined by arbitration that any apparatus of the board shall be removed diverted raised sunk or otherwise altered or that any works for the protection of or in substitution for any such apparatus shall be executed the Company shall give to the board notice in writing of their intention so to commence and if at any time within seven days after the receipt of any such notice the board intimate in writing to the Company their desire themselves to carry out such removal diversion raising sinking or other alteration or to execute such protective or substituted works those operations or works shall be carried out or executed by the board and not by the Company and the board shall

subject to the provisions of this section com- A.D. 1936.
mence such operations or works when requested
so to do by the Company and complete the
same with all reasonable dispatch;

(b) The Company shall afford to the board all facilities (including the right to exercise any powers conferred by the grant of any easement or right required for the carrying out or execution and the maintenance repair or renewal of such operations or works as aforesaid) necessary for enabling the board to carry into effect the provisions of this subsection and shall repay to the board the expense reasonably incurred by the board in carrying into effect the provisions of this subsection :

- (8) All works to be executed or provided under this section or any other provision of this Act in connection with any apparatus of the board shall except as herein otherwise provided be so executed or provided by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Company such superintendence be given) of the engineer of the board and the reasonable costs charges and expenses of such superintendence shall be paid by the Company to the board :
- (9) If any loss of water shall be sustained by the board by reason of any act or default of the Company or of any of their contractors or agents or the workmen or servants or any person in the employ of them or any of them the Company shall pay to the board the value of any water so lost as aforesaid :
- (10) The Company shall not except by agreement with the board execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year :

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- (11) If any interruption in the supply of water by means of any apparatus of the board shall without the written authority of the board be in any way occasioned by reason either of the exercise by the Company of the powers of this Act or of the act or default of the Company or of any of their contractors or agents or the workmen or servants or any person in the employ of them or any of them the Company shall indemnify the board against all claims demands costs charges or expenses which may be made or recovered against or incurred by them by reason or in consequence of such interruption :
- (12) The expenses of all repairs or renewals of any apparatus of the board which may be rendered necessary by or in consequence of any act omission or default of the Company or their contractors or agents or the workmen or servants or any person in the employ of them or any of them or by or in consequence of any failure of the works of the Company or any subsidence resulting from such works whether during the construction of such works or at any time after the completion of the same shall be borne by the Company and paid by them to the board :
- (13) The board may if they think fit employ such watchmen and inspectors as they may deem necessary to watch and inspect the execution of any works under the powers of this Act so far as such works will be situate under or over or within twenty feet measured on plan from any apparatus of the board or under or over any road in which any such apparatus is laid or placed or otherwise will or may interfere with or affect any apparatus of the board and the reasonable cost of the employment of such watchmen and inspectors shall be borne by the Company and be paid by them on demand to the board :
- (14) If any difference shall arise between the Company and the board under this section (other

than a difference as to the meaning or construction of this section) 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 President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination : A.D. 1936.

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

(16) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the board under any agreement between them relating to the mains pipes or other works of the board and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply.

14. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the county council of the administrative county of Middlesex (in this section referred to as "the county council") shall unless otherwise agreed in writing between the Company and the county council have effect (that is to say) :— For protection of Middlesex County Council.

(1) In constructing Railway No. 1 by this Act authorised (in this section referred to as "the railway") under the road numbered on the deposited plans 188 in the borough of Ealing (Hanger Lane) the Company shall not reduce the width between the parapets of the existing bridge :

(2) In constructing the railway under Ealing Road numbered on the deposited plans 20 in the

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borough of Ealing the Company shall not interfere with the existing road level:

- (3) The Company shall make the arches of any of the bridges for carrying the railway over the roads referred to in the following table so as to have a span and headway of not less than the span and headway set opposite to such road in the said table:—

No. on deposited plans.	Area.	Description of road.	Span at right angles to centre line of road.	Headway.
30	Urban district of Ruislip-Northwood.	West End Road.	60 feet with central pier.	16 feet
72	Borough of Ealing.	Greenford Road.	60 feet	16 feet 6 inches.

- (4) Before commencing the construction of the railway the Company shall give one month's notice in writing to the county council of their intention so to do and if within that period the county council by notice in writing require the Company to reconstruct—

(a) the bridges carrying Long Lane numbered 2 in the urban district of Ruislip-Northwood over the existing railway of the Great Western and Great Central Railways Joint Committee and Ealing Road aforesaid over the Company's existing railway or either of them so as to have a clear width between the parapets of not less than seventy feet; and

(b) the bridge carrying the existing railway of the Great Western and Great Central Railways Joint Committee over West End Road so as to have a span and headway of not less than the span and headway set opposite to such road in the table set out in subsection (3) of this section;

the Company shall subject to the consent of the said committee as regards West End Road Bridge comply with such requirement at the cost in all things of the county council and upon such other terms as may be agreed between the parties or determined by arbitration Provided that any dispute between the parties as to the cost of reconstructing the said bridge shall (failing agreement) also be determined by arbitration : A.D. 1936.

- (5) The Company shall concur in arrangements being made between the county council and the Great Western and Great Central Railways Joint Committee for the reconstruction of the existing bridge carrying the railway of that committee over West End Road in the manner hereinbefore in this section referred to and if the county council shall have made such arrangements with the joint committee before giving to the Company the notice referred to in subsection (4) of this section in relation to that bridge the Company shall when constructing the railway comply with the said notice in relation to that bridge :
- (6) All the said bridges shall be constructed in accordance with plans and drawings thereof reasonably approved by the county council and under their supervision (if given) and to the reasonable satisfaction of the county council :
- (7) Before commencing the construction of so much of the railway as is proposed to be constructed in over or under or so as to affect the river Brent or any other stream or water-course in the county of Middlesex the Company shall submit to the county council plans and sections thereof for their reasonable approval :
- (8) If the county council shall not within twenty-eight days after the submission to them of any plans or sections under the provisions of this section signify to the Company in writing

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their approval or disapproval thereof they shall be deemed to have approved the same :

- (9) The Company shall not construct any part of the railway in respect of which they are required by this section to submit plans and sections to the county council for their reasonable approval otherwise than in accordance with such plans and sections as may be so approved by the county council or if such approval be refused as may be settled by arbitration and all such works shall be constructed under the supervision (if given) and to the reasonable satisfaction of the county council :
- (10) If at any time the county council shall be of opinion that the construction maintenance renewal or alteration of the railway or any works in connection therewith may be attended with danger to the river Brent or any other stream or watercourse in the county the Company shall forthwith execute such further works or take such measures and precautions as the county council may reasonably require for preventing any injury to the said river :
- (11) The Company shall not take enter upon or interfere with any part of West End Road aforesaid except so far as may be reasonably necessary for the construction of the railway and for such re-alignment of the road as may be agreed between the Company and the county council or determined by arbitration nor (except as aforesaid) shall the Company construct any works in such a manner as to prevent or render more difficult any future widening of that road which the county council may desire to carry out The Company shall not erect any building at road level within fifty feet from the centre of the existing road other than a station and buildings in connection therewith :
- (12) Nothing in this Act shall authorise the Company to enter upon take or use the lands owned by the county council delineated on the

deposited plans and described in the deposited book of reference and therein numbered 188 on sheets Nos. 7 and 8 or parts of Nos. 8 and 9 (Railway No. 2) on sheet No. 9 : A.D. 1936.
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(13) The Company shall not construct or erect any buildings in advance of the twenty-five feet frontage line prescribed by the county council in respect of Western Avenue and shown on plan marked "A" and signed by Raymond Carpmael on behalf of the Company and William Henry Morgan on behalf of the county council one copy of which has been deposited with the Company and one copy with the clerk of the county council :

(14) The Company shall not interfere with nor build over the surface water drain lying within the limits of the enclosures numbered on the deposited plans relating to Railway No. 2 5 to 13 inclusive in the borough of Acton and the county council shall at all times have access to the said surface water drain for the purposes of renewal and maintenance :

(15) Any difference which shall arise between the Company and the county council under the provisions of this section shall be referred to and determined by an engineer or other fit person to be appointed failing agreement on the application 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 Acts 1889 and 1934 shall apply to such reference and determination.

15. The following provisions for the protection of the sewers of the county council of the administrative county of Middlesex (in this section called "the county council") shall unless otherwise agreed in writing between the Company and the county council have effect (namely) :— For protection of sewers of Middlesex County Council.

(1) The Company shall not commence any part of the railways (which expression in this section includes any works and conveniences connected

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therewith) which will or may pass over under or by the side of or so as to interfere with any sewer of the county council until they shall have given to the county council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the county council with plans and sections thereof as hereinafter defined and until the county council shall have signified their approval of the same (unless the county council do not signify their approval disapproval or other directions within twenty-eight days after service of the said plans and sections as aforesaid) and the Company shall comply with and conform to all reasonable orders directions and regulations of the county council in the construction of the said part of the railways and shall provide new altered or substituted works in such manner as the county council shall reasonably require for the proper protection of and for preventing injury or impediment to such sewer by reason of the railways or any part thereof and shall save harmless the county council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the county council (if given) at the costs charges and expenses in all respects of the Company and all costs charges and expenses in relation to the sewers of the county council which the county council may be put to by reason of the railways whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the county council by the Company on demand and when any such new altered or substituted works as aforesaid or any works of protection connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this section the same shall thereafter be as fully and completely under the direction jurisdiction and control of the county council

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as any sewers or works now or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the county council in relation to sewers but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed : A.D. 1936.
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- (2) As regard any works in respect of which the Company are under the provisions of subsection (1) of this section required to submit plans and sections to the county council the county council may require the Company in constructing such works to make any reasonable deviation within the limits of deviation of such works from the line or levels shown upon such plan or section for the purpose of avoiding injury or risk of injury to the sewers of the county council and the Company shall in constructing such works deviate accordingly :
- (3) It shall not be lawful for the Company in the exercise of the powers of this Act to remove any soil or material from under any highway in the administrative county of Middlesex except such as must be excavated in the carrying out of the works or to make any trial boring so as to interfere with any sewer of the county council :
- (4) The plans to be submitted to the county council for the purposes of this section shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the railways are proposed to be constructed and shall accurately describe the position of all sewers of the county council within the limits of deviation of such works (for which purpose the county council shall allow the Company access to plans in their possession and to any sewers of the county council in order to enable the Company to obtain reliable information) and shall comprise detailed drawings of every alteration which the

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Company may propose to make in any such sewer :

- (5) The county council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure their drainage system against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers :
- (6) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the county council and the county council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction :
- (7) The approval by the county council of any plans or the superintendence by the county council of any work under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under this section or otherwise :
- (8) If the Company in the construction of the railways alter damage or in any way interfere with the existing sewers of the county council the Company shall—
 - (a) from time to time pay to the county council any additional cost to which the county council may be put in the maintenance management or renewal of any new altered or substituted sewer which may be necessary in consequence of the construction of the works ; and
 - (b) give to the county council full free and uninterrupted access at all times to any such new altered or substituted sewer and every reasonable facility for the inspection maintenance alteration and repair thereof :
- (9) Nothing in this Act contained shall affect the provisions of any agreement between the

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Company and the county council with respect to any of the sewers of the county council and where the provisions of this section are inconsistent with those of any such agreement the provisions of the agreement shall apply : A.D. 1936.

- (10) Any difference which shall arise between the Company and the county council under the provisions of this section shall be referred to and determined by an engineer or other fit person to be appointed failing agreement on the application 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 Acts 1889 and 1934 shall apply to such reference and determination.

16. Notwithstanding anything contained in this Act or shown on the deposited plans or sections the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Ealing (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :— For protection of Ealing Corporation.

(1) (a) Railway No. 1 by this Act authorised (in this section referred to as "the railway") where constructed across the roads known as Oldfield Lane and Horsenden Lane numbered on the deposited plans 65 and 122 respectively in the borough of Ealing (hereinafter called "the borough") shall be carried over those roads by means of bridges of spans of not less than forty-five feet and fifty feet respectively between the abutment walls thereof measured at right angles to the direction of the road and with clear headways throughout the entire width of the carriageway and for the length of the bridge of not less than the corresponding headways of the existing bridges respectively over those roads;

(b) Simultaneously with the construction of the railway across the said roads the Company

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shall reconstruct the existing bridges over those roads of a span and headway equivalent to the spans and headways referred to in paragraph (a) of this subsection at the cost in all things of the corporation and upon such other terms as may be agreed between the parties or determined by arbitration. Provided that any dispute between the parties as to the cost of reconstructing the said bridges shall (failing agreement) also be determined by arbitration;

(c) In constructing the railway over the said roads the Company shall not except with the consent of the corporation (which shall not be unreasonably withheld) alter the levels of the existing roads or except with such consent interfere in any manner with the footpaths curbs channels and drainage thereof;

(d) Each of the bridges mentioned in this subsection shall so far as practicable be constructed and maintained so as to prevent the dripping of water therefrom on any part of the roadway or footpaths thereunder:

(2) (a) In constructing the railway across the road known as Alpertons Lane numbered on the deposited plans 179 in the borough the Company shall not except with the consent of the corporation (which shall not be unreasonably withheld) deviate downwards from the levels shown on the deposited sections and the railway where constructed across that road shall be carried thereover by means of a bridge of a span of not less than fifty feet between the abutment walls thereof measured at right angles to the direction of the road and with a clear headway throughout the entire width of the carriageway and for the length of the bridge of such height as the corporation may by notice in writing require not being more than sixteen feet;

(b) Before commencing the construction of the railway across the said road the Company

shall give one month's notice in writing to the Corporation of their intention so to do and if within that period the corporation by notice in writing require the Company to reconstruct the bridge carrying the existing railway of the Company over Alperton Lane so as to have a span and headway of not less than the span and headway referred to in paragraph (a) of this subsection the Company shall at the cost in all things of the Corporation and in such manner and upon such terms as may be agreed between the Company and the corporation or determined by arbitration comply with such requirement. Provided that any dispute between the Company and the corporation as to the cost of reconstructing the said bridge shall (failing agreement) also be determined by arbitration;

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(c) The corporation shall at their own expense lower the said road to such an extent as may be necessary to provide the headway required by the corporation in pursuance of the foregoing provisions of this subsection :

- (3) Before commencing to construct the railway under Eastcote Lane numbered on the deposited plans 7 in the borough the Company shall give to the corporation not less than one month's notice in writing of their intention so to do and if within the period of one month from the receipt of such notice the corporation by notice in writing so require the Company shall (a) so far as may be necessary reconstruct the existing steel girder bridge carrying the said lane over the existing railway and shall extend the existing brick arches at either end thereof so as to have a clear width between the parapets of fifty feet at the cost in all things of the corporation and (b) construct any enlargement or extension of the said bridge over the railway so as to have a clear width between the parapets of fifty feet and the additional cost thereof due to the fact that such width exceeds the width of the existing road shall be repaid to the Company by the

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corporation in each case in such manner and upon such other terms as may be agreed between the parties or determined by arbitration Provided that any dispute between the parties as to the cost of reconstructing the said bridge and extending the said arches shall (failing agreement) also be determined by arbitration :

- (4) Before commencing the construction of any of the bridges referred to in subsections (1) (2) and (3) of this section the Company shall submit to the corporation for their approval plans sections elevations and particulars of the works proposed to be executed in connection with such bridges Provided that if the corporation shall in any case unreasonably withhold their approval under this subsection the plans sections elevations and particulars shall be settled by arbitration as hereinafter provided and if the corporation do not within twenty-eight days after the submission to them of any such plans sections elevations and particulars signify their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof :
- (5) All works in connection with the construction of any of the said bridges shall be executed and carried out only in accordance with such plans sections elevations and particulars as shall be approved by the corporation or settled by arbitration as aforesaid and in such manner as not unnecessarily to obstruct or impede public use of the road over or under which the bridge is to be constructed and after commencement shall be proceeded with with all reasonable dispatch :
- (6) Before commencing the execution of any work in connection with any such bridge as aforesaid the Company shall give to the corporation not less than one month's previous notice in writing of the date when such work will be commenced and all such work shall be carried out to the reasonable satisfaction of the corporation :

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- (7) If any work in connection with the railway A.D. 1936.
passes over or under or by the side of or
interferes with or endangers any sewer drain
culvert electricity cable or work under the
jurisdiction or control of the corporation or in
any way affects the existing sewerage drainage
or electricity supply of the borough the
Company shall make such provisions as the
corporation may reasonably require for the
proper protection of and for preventing injury
or impediment to such sewer drain culvert
electricity cable or work by reason of the
construction of the railway or works connected
therewith and the Company shall save harmless
the corporation against all or every expense to
be occasioned thereby or arising therefrom and
all works carried out in pursuance of this
subsection shall be executed under the super-
intendence (if given after reasonable notice)
and to the reasonable satisfaction of the
surveyor of the corporation but at the costs
charges and expenses in all respects of the
Company :
- (8) Any difference which may arise between the
Company and the corporation under this
section shall be referred to and determined by
an arbitrator to be appointed on the application
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 Acts 1889 to 1934
shall apply to the reference :
- (9) (a) The corporation shall have power in addition
and without prejudice to their powers of
borrowing under the Local Government Act 23 & 24
1933 from time to time to borrow without the Geo. 5. c. 51.
consent of any sanctioning authority the sum
or sums requisite for the purpose of any
payment to be made by them under sub-
sections (1) (b) (2) (a) (2) (b) and (3) of this
section and they shall pay off all moneys so
borrowed within such period as the Corporation

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may determine not exceeding forty years from the date or dates of borrowing;

(b) The provisions of Part IX of the Local Government Act 1933 shall extend and apply to money borrowed under this subsection as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed under this subsection shall as respects that money be the fixed period for the purposes of the said Part IX.

For protection of Ruislip-Northwood Urban District Council.

17. The following provisions for the protection and benefit of the urban district council of Ruislip-Northwood (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect with reference to the exercise of the powers of this Act (that is to say):—

- (1) Before commencing the construction of so much of Railway No. 1 authorised by this Act as will interfere with the road numbered 37 in the urban district of Ruislip-Northwood on the deposited plans the Company shall give notice in writing to the council of their intention to construct such part of the said work:
- (2) Within one month after the receipt of the notice referred to in subsection (1) of this section the council may give notice in writing to the Company of their desire that notwithstanding anything contained in this Act the arch or superstructure of the bridge (in this section referred to as "the new under-bridge") for carrying the said Railway No. 1 over the said road shall be made with such span measured at right angles to the centre line of the road (not exceeding forty feet) as may be specified in the notice and that the existing bridge carrying the railway of the Great Western and Great Central Railways Joint Committee (in this section referred to as "the joint committee") over the said road shall be reconstructed so as to have a like span and so

that in the case of each of the said bridges the clear headway throughout shall be such as may be reasonably practicable not being less in any case than twelve feet four inches :

- (3) The Company shall concur in arrangements being made between the council and the joint committee for the reconstruction of the existing bridge in the manner hereinbefore in this section referred to and if the council shall have made such arrangements with the joint committee before giving to the Company the notice referred to in subsection (2) of this section in relation to that bridge the Company shall when constructing the railway comply with the said notice in relation to that bridge :
- (4) Upon the completion of the construction of the works referred to in any notice given by the council under subsection (2) of this section the council shall pay to the Company the cost which shall reasonably have been incurred by them in reconstructing the existing bridge therein referred to :
- (5) The council shall also pay to the Company such proportion of the cost of maintaining the superstructure of the existing bridge referred to in subsection (2) of this section if the same shall be reconstructed in pursuance of a requirement by the council under that subsection as may failing agreement be determined by arbitration to be attributable to the additional width of such bridge by reason of compliance with such requirement :
- (6) If the council shall be unable to make such arrangements with the joint committee as are referred to in subsection (3) of this section in relation to the said existing bridge the Company shall in constructing the said part of the said Railway No. 1 make the arch or superstructure of the new under-bridge with a clear headway of twelve feet four inches and with such span (not exceeding forty feet) as the council shall require :

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- (7) If after the service of a notice under subsection (1) of this section the Company do not proceed with the construction of the works therein referred to within two years the notice together with any notice which may have been served by the council under subsection (2) of this section shall be void and of no effect but without prejudice to the obligation of the Company to serve a further notice under subsection (1) of this section before commencing the construction of the said part of Railway No. 1 :
- (8) In the construction of Railway No. 1 by this Act authorised so far as it will interfere with the road numbered 42 in the urban district of Ruislip-Northwood on the deposited plans the Company shall carry the same over the said road by means of a bridge having a clear width (measured at right angles to the centre line of the road) of forty feet and a headway throughout of not less than twelve feet nine inches :
- (9) The Company in the construction of the said Railway No. 1 shall not exercise the power of lateral deviation from the line of such railway shown on the deposited plans so as unreasonably to increase the length of the new under-bridge or the bridge referred to in subsection (8) of this section or the distance of such last mentioned bridge from the existing bridge carrying the railways of the joint committee over the said road numbered 42 on the deposited plans :
- (10) Before commencing the construction or reconstruction of the said existing bridge or the new under-bridge or the bridge referred to in subsection (8) of this section or the construction of so much of the works by this Act authorised as will interfere with any road or footpath vested in the council the Company shall submit to the council for their reasonable approval plans sections and specifications and an estimate of the cost thereof :

- (11) If the council shall not within twenty-eight days after the submission to them of any plans sections and specifications under the provisions of this section signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved the same : A.D. 1936.
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- (12) The Company shall not construct any works in respect of which they are required by this section to submit plans sections and specifications to the council for their reasonable approval otherwise than in accordance with such plans sections and specifications as may be so approved by the council or if such approval be refused as may be settled by arbitration and all such works shall be constructed under the supervision (if given) and to the reasonable satisfaction of the council :
- (13) The Company shall not alter disturb or in any way interfere with any sewer drain property or work of the council or under their control or repairable by them or the access thereto without the consent of the council which may be given subject to such reasonable terms and conditions as the council may require but shall not be unreasonably withheld and any alteration deviation replacement or reconstruction of any such sewer drain or other property or work that may be necessary shall be made by the council or the Company (as the council think fit) and any costs or expenses reasonably incurred by the council in so doing shall be repaid to the council by the Company :
- (14) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the council under any existing agreement between them and where the provisions of such agreement are inconsistent with this section the provisions of the said agreement shall apply :
- (15) Notwithstanding anything in this Act contained the Company shall not acquire by agreement

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nor serve notice to treat in respect of any portion of the inclosures numbered 45 to 67 inclusive in the urban district of Ruislip-Northwood on the deposited plans which may be within a distance of twenty-two yards in a north-easterly direction from the north-eastern boundary of Great Central Avenue :

(16) Any dispute which shall arise between the council and the Company under this section shall be referred to and determined by a single arbitrator to be appointed failing agreement upon the application of either party after notice in writing to the other party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference :

(17) (a) The council shall have power in addition and without prejudice to their powers of borrowing under the Local Government Act 1933 from time to time to borrow without the consent of any sanctioning authority the sum or sums requisite for the purpose of any payment to be made by them under subsection (4) of this section and they shall pay off all moneys so borrowed within such period as the council may determine not exceeding forty years from the date or dates of borrowing ;

(b) The provisions of Part IX of the Local Government Act 1933 shall extend and apply to money borrowed under this subsection as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed under this subsection shall as respects that money be the fixed period for the purposes of the said Part IX.

For pro-
 tection of
 Grand
 Union Canal
 Company.
 60 & 61 Vict.
 c. cexlviii.

18.—(1) The provisions of subsections (1) and (3) to (9) of section 22 (For protection of Grand Junction Canal Company) of the Great Western Railway (Additional Powers) Act 1897 shall apply to the construction and maintenance of the Railway (No. 1) authorised by this Act where it crosses the Paddington Arm of the Grand Union Canal and the towpath thereof

as if those subsections were re-enacted in this Act with the substitution of references to the Grand Union Canal Company for references to the Company of Proprietors of the Grand Junction Canal of references to the Grand Union Canal for references to the Grand Junction Canal and the word "bridge" for the word "bridges" and with any other necessary modifications.

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(2) Any difference which may arise between the Grand Union Canal Company and the Company with respect to the provisions of that section 22 as incorporated with this Act shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

19. For the protection of the Colne Valley Water Company (in this section referred to as "the water company") the following provisions shall unless otherwise agreed in writing between the water company and the Company apply and have effect (that is to say):—

For protection of Colne Valley Water Company.

(1) In this section "apparatus" means and includes all or any mains pipes valves syphons and other works or apparatus belonging to the water company and "authorised work" means any work to be carried out pursuant to the powers of this Act:

(2) Before commencing to execute any authorised work which will be within ten feet of any apparatus the Company shall give to the water company not less than fourteen days' notice in writing of their intention to execute such work and shall at the same time deliver to the water company for their reasonable approval a plan and section of such authorised work and such work shall not be executed except in accordance with such plan and section as so approved or as determined by arbitration under this section Provided that in the event of such plan and section not being objected to within fourteen days from the receipt thereof

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they shall be deemed to have been approved by the water company :

- (3) If it should appear to the water company that the execution of such authorised work would interfere with or endanger any such apparatus or interfere with the access thereto or impede the supply of water thereby the water company may within fourteen days from the receipt by them of the notice by the Company give notice to the Company to alter the position of such apparatus in such manner as may be reasonably necessary and any difference as to the necessity for such alteration or the manner of carrying out the alteration shall be settled by arbitration under this section and all such alterations shall be carried out by and at the expense of the Company with as little detriment and inconvenience to the water company as the circumstances will admit and to the reasonable satisfaction of the engineer of the water company and under his supervision if he shall think fit to attend :
- (4) If the water company shall desire to execute the works connected with any such alteration of the position of any apparatus and shall give not less than seven days' notice in writing thereof to the Company before they commence the works the water company may themselves carry out the works and all reasonable expenses properly incurred by them in connection therewith shall be repaid to them by the Company :
- (5) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the water company under any agreement between them relating to the mains pipes or other works of the water company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (6) Any difference which shall arise between the water company and the Company under this section shall be referred to and settled by an

arbitrator to be appointed failing agreement 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 Acts 1889 to 1934 shall apply to any such reference and settlement.

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20. For the protection of the water company (as hereinafter defined) the following provisions shall unless otherwise agreed in writing between the Company and the water company apply and have effect:—

For protection of Rickmansworth and Uxbridge Valley Water Company.

(1) In this section—

“the water company” means the Rickmansworth and Uxbridge Valley Water Company;

“the existing apparatus” means the line of pipes laid by the water company in the property numbered on the deposited plans 119 in the borough of Ealing and in that part of the property numbered on the deposited plans 118 in the said borough which is situate between the said property numbered 119 and Horsenden Lane and includes any works and apparatus of the water company connected therewith and situate in the said property and portion of property:

(2) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not interfere with the existing apparatus or do anything which would injure or endanger or impede the flow of water into and through or interfere with the access to the existing apparatus until a new line of pipes of the same materials and strength and of the same internal diameter as the materials strength and internal diameter of the existing line of pipes together with all necessary or proper works and apparatus connected therewith for continuing the supply of water at least as efficiently as water can be supplied by means of the existing apparatus and with means of access by the Company thereto not less convenient than the means of access by the Company to the existing apparatus shall at the expense of the Company

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have been first provided and laid or executed and completed to the reasonable satisfaction of the water company along such route in such position and at such depth as may be agreed between the Company and the water company or failing agreement determined by arbitration. The said new line of pipes and apparatus and other works connected therewith are hereinafter referred to as "the substituted apparatus":

- (3) If the water company shall desire themselves to provide and lay or execute and complete the substituted apparatus and shall give notice in writing of such desire to the Company the water company may and shall with all reasonable dispatch themselves provide and lay or execute and complete the substituted apparatus and all reasonable costs expenses and charges incurred by them in so doing shall be repaid to them by the Company and be recoverable summarily as a civil debt:
- (4) When the substituted apparatus shall have been provided and laid or executed and completed in accordance with the provisions of subsection (2) or subsection (3) of this section the substituted apparatus shall vest in the water company and form part of their undertaking and the existing apparatus shall become the property of the Company:
- (5) Any difference which shall arise under this section between the Company and the water company and any matter required to be referred to arbitration under this section shall be referred to an arbitrator to be agreed upon or failing 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 the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference. In settling any question under this section an arbitrator shall have regard to any duties or obligations to which the water company are subject with respect to the supply of water.

[26 GEO. 5. & *Great Western Railway* [Ch. Ixv.]
1 EDW. 8.] (*Ealing and Shepherd's Bush*
Railway Extension) Act, 1936.

21. For the protection of Metropolitan Electric Supply Company Limited and the Uxbridge and District Electric Supply Company Limited (each of whom are in this section called "the electric company") the following provisions shall have effect unless otherwise agreed upon in writing between the Company and the electric company (that is to say):—

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—
For protection of Metropolitan Electric Supply Company Limited and Uxbridge and District Electric Supply Company Limited.

- (1) Subject as hereinafter provided the Company shall not in the exercise of the powers conferred upon them by this Act acquire any interest in any lands in through under or over which the electric company possess an easement or right of constructing or maintaining any electric lines works or apparatus (in this section referred to as "apparatus") except subject to that easement or right:

Provided that if the Company shall under the powers of this Act acquire any interest in any land which is subject to any such easement or right of the electric company and shall grant to the electric company an alternative and not less favourable easement or right in through under or over other land of the Company adjacent to such first mentioned land to the reasonable satisfaction of the electric company such first mentioned land shall cease to be subject to such easement or right:

- (2) The Company shall not without the previous consent of the electric company which consent shall not be unreasonably withheld in constructing the railways and works by this Act authorised alter the position of or otherwise interfere with any of the apparatus of the electric company:
- (3) The Company shall not interrupt or interfere with the supply of energy through or by means of the said apparatus and shall if required by the electric company execute such works for protecting the said apparatus during the construction of the works and for thereafter supporting the said apparatus and all alterations of the said apparatus as the electric company may reasonably require:

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- (4) If the electric company so require they may by their own engineers or workmen do and execute the works for protecting the said apparatus of the electric company which may be required under this section and the Company shall on the completion thereof pay to the electric company the reasonable expense incurred by them in the execution of such protective works :
- (5) The Company shall make compensation to the electric company for any loss or damage occasioned to the electric company by reason or in consequence of the construction maintenance or failure of any works of the Company and shall repay to the electric company the reasonable costs and expenses to which that Company may be put by reason or in consequence of the works or operations of the Company :
- (6) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the electric company under any agreement between them relating to any of the apparatus of the electric company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (7) If any difference shall arise between the Company and the electric company under this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to any such arbitration.

For protection of owners of Perivale Estate.

22. For the protection of the owners of the estate known as the Perivale Estate or their successors in title (hereinafter referred to as "the owners") the following provisions shall unless otherwise agreed in

[26 GEO. 5. & *Great Western Railway* [Ch. lxxv.]
1 EDW. 8.] (*Ealing and Shepherd's Bush*
Railway Extension) Act, 1936.

writing between the owners and the Company apply and have effect (that is to say):— A.D. 1936.

- (1) Notwithstanding anything in this Act contained or shown in the deposited plans the Company will not enter upon take or use any part of the road situate in the enclosure numbered on the deposited plans 118 in the borough of Ealing which lies between the eastern end of Woodhouse Avenue and the works belonging to the Bisley Clay Target Company Limited:
- (2) In the event of the Company interfering with any part of the portion of the said road lying between the eastern end of Woodhouse Avenue and Horsenden Lane the Company shall to the reasonable satisfaction of the owners provide a substituted road similar in all respects to the portion of road so interfered with:
- (3) Any dispute which may arise between the owners and the Company under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 and 1934 shall apply to such reference and determination.

23. Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not without the consent in writing of Hoover Limited acquire any property right or interest in over or under the land of Hoover Limited numbered on the deposited plans 126 in the borough of Ealing. For protection of Hoover Limited.

24. For the protection of Arthur Guinness Son and Company Limited (in this section referred to as "the traders") the following provisions shall unless otherwise agreed in writing between the Company and the traders apply and have effect (that is to say):— For protection of Arthur Guinness Son and Company Limited.

- (1) Before the Company in constructing Railway No. 1 by this Act authorised in any way interfere with the supply of water to the traders' premises by the twenty-inch main of the Metropolitan Water Board laid under

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the existing Acton and Northolt railway of the Company on the western side of the bridge in the borough of Acton carrying a public footpath leading from Coronation Road to Western Avenue over that railway the Company shall—

(a) lay or cause to be laid a bye-pass main between such points and in such manner as shall be agreed between the Company the traders and the Metropolitan Water Board or in case of dispute shall be determined by arbitration; and

(b) ensure that the works of connecting and of subsequently disconnecting the bye-pass main or any other works necessitating an interruption or curtailment of the said supply shall in each case be carried out between the hours of midday on a Saturday reasonably approved by the traders and eight o'clock on the following Monday morning :

- (2) If the Company shall take any portion of the land now belonging to the traders and situated on the south side of their existing railway above referred to and execute works thereon or if they shall deal with the existing slope on to which that land abuts in such manner as to expose a fresh surface or otherwise to render the slope less stable the Company shall construct chases on the new surface and fill the same with slag or other suitable material in accordance with plans and sections to be submitted to and reasonably approved by the traders :
- (3) In the construction of Railway No. 1 the Company shall make adequate provision for the disposal of all surface and storm water which under the then existing circumstances may arise upon or cross the traders' land on the south side of the said railway Provided that if as the result of buildings upon or other alterations to the land additional works are required to be constructed on land of the Company in order to deal with any consequent

[26 GEO. 5. & *Great Western Railway* [Ch. lxxv.]
1 EDW. 8.] (*Ealing and Shepherd's Bush*
Railway Extension) Act, 1936.

additional surface and storm water arising upon or crossing the traders' said land the Company will construct such additional works and the traders or their successors in title shall repay to the Company the cost thereof : A.D. 1936.

- (4) If any difference shall arise between the Company and the traders under this section (other than a difference as to the meaning or construction of this section or a difference for the determination of which provision is made by the Lands Clauses Consolidation Act 1845) 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 President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 shall apply to any such reference and determination :
- (5) The provisions of this section shall be in addition to and not in substitution for or in derogation of any other provisions of this Act or of any enactment incorporated therewith to the benefit of which the traders would have been entitled if this section had not been enacted.

25. Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the Metropolis and make such arrangements with the said commissioner of police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable. As to works within metropolitan police district.

26. The Company may stop up and discontinue so much of the footpath in the borough of Ealing in the county of Middlesex which crosses their Acton and Northolt railway on the level at a point $6\frac{1}{2}$ chains Stopping up of footpath at Northolt.

A.D. 1936. — south-east of the bridge carrying the road leading from Eastcote to Northolt over that railway as lies between the north-eastern boundary of the Company's property and a point in that footpath 6 chains south-west thereof.

Such stopping up shall not take place until a new footpath in substitution for the portion of the existing footpath so stopped up is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new footpath to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of footpath stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section 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.

Power to
Company
to acquire
additional
lands.

27. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of

this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):— A.D. 1936.

Lands in the urban districts of Uxbridge and Ruislip-Northwood in the county of Middlesex lying on and adjoining the south-western side of the Great Western and Great Central Railways Joint Committee's Northolt and Wycombe railway and extending from the bridge carrying that railway over the Harrow and Uxbridge railway of the London Passenger Transport Board near Ruislip and Ickenham station to a point 7 chains north-west of Ruislip Gardens station.

28. For the protection of the Ruislip Development Company Limited (in this section referred to as "the landowners") the following provisions shall unless otherwise agreed in writing between the Company and the landowners apply and have effect (that is to say):—

For protection of Ruislip Development Company Limited.

Notwithstanding anything contained in this Act or shown on the deposited plans relating to lands at Ruislip the Company shall not enter upon take or use any lands of the landowners except those shown coloured pink on the plan signed by Raymond Carpmael on behalf of the Company and Marcus Isaac Leaver on behalf of the landowners and the Company shall as soon as possible after this Act is passed into law and in any event not later than three months thereafter serve upon the landowners a notice to treat in respect of the lands coloured pink on the said plan.

29. All private rights of way over any lands which are under the powers of this Act authorised to be acquired compulsorily shall as from the date of their acquisition be extinguished if the Company shall so determine and give notice in writing of such their determination to the owner of any right of way referred to therein. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in

As to private rights of way over lands taken compulsorily.

[Ch. lxxv.] *Great Western Railway* [26 GEO. 5. &
(*Ealing and Shepherd's Bush* 1 EDW. 8.)
Railway Extension) Act, 1936.

A.D. 1936. — manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Period for completion of railways.

30. If the railways are not completed within a period of five years from the thirtieth day of September one thousand nine hundred and thirty-five or within such further period as the Minister of Transport may allow then as from the expiration of such period or further period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

31. If the Company fail within the period limited by this Act to complete the railways and open the same for public traffic they shall be liable in respect of each such railway to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the same is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

17 & 18 Vict.
c. 31.

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

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient

funds shall not be held to be a circumstance beyond their control. A.D. 1936.

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

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

33. The powers of this Act for the compulsory purchase of lands by the Company shall cease on the expiration of a period of three years from the thirtieth day of September one thousand nine hundred and thirty-five. Period for
compulsory
purchase
of lands.

34. 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 Power to
owners to
grant ease-
ments.

A.D. 1936.

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

Compensation in case of recently altered buildings acquired by Company.

35. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement or alteration made or building erected or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and thirty-five if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

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

36. And whereas in the construction of the works by this Act authorised 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 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 :—

- (1) 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 included in the term "the owner" and the said properties are hereinafter referred to as the "scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion.

of any of the scheduled properties the owner shall fail to notify in writing to the 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 :

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- (3) 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 arbitrator to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by him 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 :
- (4) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the arbitrator 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 arbitrator :
- (5) If the arbitrator determines that the portion of the scheduled property specified in the notice

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to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :

- (6) If the arbitrator 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 he 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 :
- (7) If the arbitrator 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 arbitrator shall having regard to the circumstances of the case and his final determination think fit.

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

The provisions of this section shall be stated in every notice given thereunder to sell and convey any of the scheduled properties.

37.—(1) The Company on the one hand and the London Passenger Transport Board the London and North Eastern Railway Company and the Great Western and Great Central Railways Joint Committee or any of them on the other hand may from time to time enter into and carry into effect vary and rescind agreements with respect to the following purposes or any of them (that is to say) the construction ownership working maintenance renewal running over and user of the railways.

A.D. 1936.
 —
 Power to
 Company to
 enter into
 agreements
 for working
 &c. the
 railways.

(2) The provisions of section 26 of the Railways Clauses Act 1863 shall apply to and for the purposes of any agreement entered into under the provisions of this section.

38. The provisions of section 46 (Powers as to building on or over lands &c. of Company) of the Great Western Railway (Additional Powers) Act 1923 as amended by section 39 of the Great Western Railway Act 1933 and of section 66 (As to private street expenses in certain cases) of the Great Western Railway (Additional Powers) Act 1924 and of section 38 (Power to hold or sell or otherwise dispose of lands) of the Great Western Railway Act 1933 shall extend and apply to any lands acquired by the Company under the powers of this Act.

Application
 of certain
 sections of
 Acts of
 1923 1924
 and 1933.
 13 & 14
 Geo. 5.
 c. xxx.
 23 & 24
 Geo. 5. c. xx.
 14 & 15
 Geo. 5. c. 1.

39.—(1) The Company in addition to and apart from any moneys which they are now authorised to borrow or to raise by the creation and issue of debenture stock may to the extent in the manner and for the purposes set out in the scheduled agreement and on and subject to the conditions contained in that agreement borrow from the finance corporation moneys not exceeding in the aggregate the sum of two million pounds and in respect of any moneys so borrowed from the finance corporation the Company shall not be required to obtain the certificate of a justice under section 40 of the Companies Clauses Consolidation Act 1845.

Power to
 borrow from
 finance cor-
 poration.

(2) Any sums of money which under this Act or under the scheduled agreement may be treated by the Company as money borrowed by them from the finance corporation shall if so treated be deemed to be money borrowed by the Company under this section.

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Provisions
relative to
moneys
borrowed
from
finance cor-
poration.

40. The following provisions shall have effect with respect to the Company in relation to the borrowing of money from the finance corporation and in respect of the moneys so borrowed (that is to say):—

(1) The Company may charge to capital account—

(a) the interest payable by them on any money borrowed by them from the finance corporation and applied for the purposes of the works specified in Part II of the scheme of works contained in the First Schedule to the Treasury agreement in so far as such interest is payable in respect of the period commencing on the date on which such money is borrowed and ending on the date on which those works are completed;

(b) any sums payable by them in pursuance of clause 7 of the scheduled agreement in so far as such sums are payable in respect of the period commencing on the date on which the interest on the securities created by the finance corporation first becomes payable and ending on the date on which the works specified in Part II of the scheme of works contained in the First Schedule to the Treasury agreement are completed:

(2) Subject to and in accordance with the provisions of the scheduled agreement the Company may—

(a) pay any sums payable by them in pursuance of clause 7 of the scheduled agreement notwithstanding that the securities issued by the finance corporation in respect of which the sums payable under the said clause may have become due may have been issued before the passing of this Act or before the date upon which the money is first borrowed by the Company from the finance corporation under the powers of this Act;

(b) defray the proportion apportioned to them under the scheduled agreement of the costs and expenses of and incidental to the formation administration and winding-up of

the finance corporation and to the creation A.D. 1936.
issue underwriting (if any) and management —
of its securities;

(c) treat as money borrowed by them from
the finance corporation—

(i) any sum which the Company are
liable to pay to the finance corporation
in respect of any discount allowed on the
issue of any securities created by the
finance corporation for the purpose of
raising any money borrowed by the
Company from the finance corporation;

(ii) such proportion of any losses of the
finance corporation on capital account
on realisation of any investments in
which money raised by the finance cor-
poration has been invested pending the
borrowing thereof by the transport under-
takers as shall be apportioned to the
Company in accordance with the
scheduled agreement;

(iii) any sum payable by them in
pursuance of clause 7 of the scheduled
agreement which is treated by the finance
corporation as money borrowed by the
Company;

(iv) the sums paid by them under
paragraph (b) hereof so far as properly
chargeable to capital;

(d) execute and do all such deeds instru-
ments acts and things as may be necessary
on their part to give full effect to the
arrangements contemplated by the scheduled
agreement.

41.—(1) On the passing of this Act there shall
by virtue of this Act and without any further or other
authority be created such an amount not exceeding in
the aggregate two million pounds of four per centum
debenture stock of the Company as at the nominal or
par value thereof shall be equivalent to the amount of
the moneys which the Company shall in the aggregate

Creation
and charge
of debenture
stock.

[Ch. lxxv.] *Great Western Railway* [26 GEO. 5. &
(*Ealing and Shepherd's Bush* 1 EDW. 8.)
Railway Extension) Act, 1936.

.A.D. 1936. borrow from the finance corporation under the terms
— of the scheduled agreement.

(2) The Company from time to time as such moneys are borrowed shall in accordance with the provisions of clause 17 (2) of the scheduled agreement charge the debenture stock created under this section as collateral security for the repayment of the moneys so borrowed Provided that the total amount of the debenture stock which the Company may be required to charge as collateral security under this subsection shall not at its nominal or par value exceed the sums of money which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement.

(3) The debenture stock created by this section shall be issued only to the finance corporation and at such time or times and in such amount or amounts as the finance corporation with the consent of the Treasury first obtained may direct but so that the Company shall not be required to issue to the finance corporation any greater amount of such stock than at its nominal or par value shall be equivalent to the moneys borrowed by the Company from the finance corporation and for the time being outstanding or to issue any such stock to the finance corporation unless that corporation shall first have obtained the consent of the Treasury to such issue.

(4) The debenture stock created by this section and the holders thereof shall unless otherwise provided by the terms of creation or issue thereof be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents as if that stock were part of the then existing stock of the Company of the same class and denomination.

Company
not to be
liable to
duty.

42. The Company shall not be charged with or be liable to any duty in respect of the issue or charge of the debenture stock created by this Act and charged by way of collateral security in pursuance of the scheduled agreement.

Release and
cancellation
of charged
securities
and power

43.—(1) When and so soon as the Company shall have repaid to the finance corporation the whole of the moneys borrowed by them from the finance corporation in pursuance of this Act the debenture stock created

and charged by way of collateral security under the section of this Act of which the marginal note is "Creation and charge of debenture stock" shall be released from such charge and thereupon shall be cancelled.

A.D. 1936.
—
to create
new stock
in lieu
thereof.

(2) The Company may by virtue of this Act and without any further or other authority at any time or times after such repayment or prior to such repayment for the purpose of providing moneys therefor and in such manner and on such terms and conditions as they may determine create and issue stock to produce a sum equivalent to the nominal amount of the debenture stock so released or to be released or borrow such sum on mortgage of their undertaking and such stock may be created and issued either as debenture stock or as stock of any other denomination and either redeemable or irredeemable or by any one or more of such methods. Such stock shall be issued at such time or times and shall carry such rate or varying rates of interest or guaranteed or preferential dividend as the directors of the Company may at the time of any such creation or issue by resolution determine and any preference stock so issued may notwithstanding anything contained in the Companies Clauses Act 1863 bear such rate of dividend as the directors of the Company may determine.

(3) All moneys raised under this section by the issue of stock debenture stock or borrowing shall be applied only to the general purposes of the undertaking of the Company to which capital is properly applicable.

(4) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this section as though the issue of any stock (not being debenture stock) authorised by this section were the authorisation within the meaning of the said section 113 of the increase of nominal capital of the Company to the amount of stock so issued and in lieu of the stamped statement to be delivered thereunder there shall be delivered by the Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of any such stock relating to the amount of such issue and the provisions of the said section 113 (as altered

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A.D. 1936. and amended as aforesaid) shall apply thereto subject
 — to the modification imposed by this subsection.

As to new
 capital.

44. The following provisions shall apply to and have effect in respect of any new stock created and issued by the Company pursuant to the powers of the section of this Act of which the marginal note is "Release and cancellation of charged securities and power to create new stock in lieu thereof" (that is to say):—

As to dis-
 posal of
 stock.

(1) Notwithstanding anything contained in the Companies Clauses Act 1863 in issuing any portion of such new stock (including debenture stock) the Company may dispose of all or any part thereof at such time to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company:

Stock sub-
 ject to same
 incidents as
 existing
 stock.

(2) Any such new stock and the holders thereof shall unless otherwise provided by the terms of creation or issue thereof be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents as if that stock were part of the then existing stock of the Company of the same class and denomination:

As to pre-
 ference and
 guaranteed
 stocks.

(3) Notwithstanding anything contained in the Companies Clauses Act 1863 or in any other Act any such new stock shall if created as preference stock or guaranteed stock and if the Company by the resolution or resolutions from time to time sanctioning the creation thereof so determine be deemed to form part of and shall rank *pari passu* in all respects with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing consolidated preference stock or consolidated guaranteed stock of the Company or any other preference stock or guaranteed stock of the Company respectively which may be in existence at the date of the creation of such stock or shall rank with such priorities in respect of the said existing stocks and shall confer such privileges and be subject to such

restrictions as the Company by the said A.D. 1936.
 resolution or resolutions shall determine : —

- (4) If the Company after having created any such new stock determine not to issue the whole of the stock created they may cancel the unissued stock and (so always that the limitation of amount imposed by subsection (2) of the section of this Act of which the marginal note is "Release and cancellation of charged securities and power to create new stock in lieu thereof" in respect of the sum to be produced by the creation and issue of stock or borrowing on mortgage of their undertaking be observed) may from time to time thereafter create and issue instead thereof other new stock of an aggregate amount not exceeding the aggregate amount of the stock so cancelled and in like manner the Company may create and issue stock in lieu of any stock which may have been issued and redeemed and the provisions of the last preceding subsection or of the subsection of this section of which the marginal note is "As to redeemable stocks" shall extend and apply to such stock :
- (5) Unless as otherwise expressly provided by the terms of the creation or issue thereof the holders of any such new preference stock or guaranteed stock shall have the like rights of voting as the holders of the existing consolidated preference stock or consolidated guaranteed stock of the Company respectively :
- (6) The Company may create and issue any such new preference stock or guaranteed stock or debenture stock so as to be redeemable at such times and in such manner and on and subject to such terms and conditions and to bear such rate or rates of dividend or interest to rank for payment *pari passu* with and to be deemed to form part of such of the then existing stocks of the Company or otherwise as the directors of the Company at the time or times of the creation or issue thereof shall determine :

Power to cancel unissued stock.

As to votes in respect of preference and guaranteed stocks.

As to redeemable stocks.

A.D. 1936.
—

There shall be stated on the certificate of any such new stock which the Company issue as redeemable stock the time at which and the manner in which and the terms and conditions on and subject to which such stock is to be redeemed :

For the purpose of providing money for paying off or redeeming any such redeemable preference stock redeemable guaranteed stock or redeemable debenture stock the Company may create and issue other stock either ordinary stock preference stock guaranteed stock or debenture stock and either redeemable or not or may re-issue any preference stock guaranteed stock or debenture stock originally created and issued in pursuance of the powers of the section of this Act of which the marginal note is " Release and cancellation of charged securities and power to create new stock in lieu thereof " Provided that the creation and issue of any particular class of stock in pursuance of the provisions of this subsection do not make the total amount of that class of stock issued exceed the amount of that class of stock which the Company are for the time being authorised to create and issue except during the necessary interval between the creation and issue of the new stock and the redemption of the old stock and in ascertaining the total amount of each class of stock issued all ordinary stocks preference stocks guaranteed stocks and debenture stocks shall respectively be deemed to be of one and the same class :

Redemp-
tion fund.

- (7) The Company may from time to time set aside out of net revenue and after providing for the payment of interest or dividends on any loans mortgages bonds or debenture stock or rent-charge guaranteed or preference stock of the Company and for other fixed charges and obligations such sums as the Company may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable stock which the Company may

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have issued in pursuance of the provisions of this section and which under the conditions of the issue thereof is redeemable wholly or partly in cash and the Company may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being except as hereinafter provided securities of the Company) in which they may be authorised to invest those sums by a resolution passed at a general meeting of the Company : A.D. 1936.

All sums so set apart shall be applied to the redemption at maturity of any redeemable stock for the redemption of which they have been set apart or may if the directors of the Company think fit be applied in the purchase of any such stock at a price not exceeding the redemption price and any stock so purchased shall be treated as redeemed.

45. All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking has under the powers of any Act of Parliament or Order or Scheme been purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company. But nothing in this section contained shall affect any priority of the interest on any debenture stock at any time created and issued by the Company. Mortgages already granted by Company to have priority.

46. Notwithstanding anything contained in Part III of the Companies Clauses Act 1863 the interest on all debenture stock at any time after the passing of this Act created and issued by the Company under the powers of this Act shall rank *pari passu* with the interest on all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all the principal moneys secured by such mortgages. As to interest on debenture stock.

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Interest on
money
advanced
beyond
calls.

47. Nothing in this Act shall prevent the Company from paying such interest on money advanced beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 but save as aforesaid or as otherwise provided by this Act no interest or dividend shall be paid out of any capital moneys of the Company.

Power to
apply funds
to purposes
of Act.

48. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts or any Scheme under the Railways Act 1921 or other enactment relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose.

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

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

Provisions
as to general
Railway
Acts.

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

For pro-
tection of
Secretary
of State for
Air.

51. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing in this Act authorises the Company—

- (1) to take enter upon use or interfere with any land soil or water notwithstanding that any such land soil or water may be described in the deposited books of reference or delineated on the deposited plans and sections or any

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right in respect thereof for the time being A.D. 1936.
vested in or in the occupation of or exercised
or exerciseable by the Secretary of State for
Air (in this section called "the Secretary of
State") or vested in or in the occupation of or
exercised or exerciseable by any other person
body or corporation acting for or on behalf of
the Secretary of State without the consent of
the Secretary of State signified in writing
(which consent the Secretary of State is autho-
rised to give subject to such special or other
conditions as he shall see fit to impose on the
Company); or

- (2) to take away lessen prejudice or alter any rights
privileges or powers vested in or exercised or
exerciseable by the Secretary of State without
such consent as aforesaid.

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

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The SCHEDULES referred to in the
foregoing Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the eleventh day of July one thousand nine hundred and thirty-five between THE LONDON ELECTRIC TRANSPORT FINANCE CORPORATION LIMITED whose registered office is at 5 London Wall Buildings in the city of London (hereinafter called "the Company") of the first part the LONDON PASSENGER TRANSPORT BOARD (hereinafter called "the Board") of the second part the GREAT WESTERN RAILWAY COMPANY of the third part and the LONDON AND NORTH EASTERN RAILWAY COMPANY of the fourth part (the said parties of the second third and fourth parts being hereinafter together referred to as "the Transport Undertakers").

WHEREAS :—

(I) This agreement is supplemental to an agreement (hereinafter called "the principal agreement") made the twentieth day of June one thousand nine hundred and thirty-five between the Commissioners of His Majesty's Treasury (hereinafter referred to as "the Treasury") of the first part the Board of the second part the said Great Western Railway Company of the third part and the said London and North Eastern Railway Company of the fourth part :

(II) The Company has been incorporated in accordance with the principal agreement and these presents are entered into in pursuance of that agreement :

Now it is hereby agreed as follows :—

1. The Transport Undertakers shall apply to Parliament as soon as practicable and in any case not later than in the next

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available session for and use their best endeavours to obtain (in so far as they have not already obtained such powers) the statutory powers and provisions hereinafter referred to and all such other statutory powers (if any) as may be necessary to enable this agreement to be carried into effect and in so far as the necessary statutory powers are obtained shall (subject to the provisions of clauses 14 15 and 16 hereof) execute the works specified in the First Schedule to the principal agreement (with such variations if any as are in this clause provided for) as speedily as may be (subject to the due co-ordination of the various works as parts of a complete scheme for the handling of traffic) and shall complete such works within a period of five years from the thirtieth day of September one thousand nine hundred and thirty-five or within such further period as the Minister of Transport may allow : A.D. 1936.

Provided that if the Transport Undertakers shall satisfy the Minister of Transport that it is desirable that any of the works specified in the First Schedule to the principal agreement should be varied or that additional works should be added to such schedule such schedule shall for the purposes of these presents be deemed to be amended to the extent to which the said Minister shall certify that he is so satisfied and shall have effect accordingly.

2. The Company will in accordance with the provisions and subject to the conditions of clause 3 of the principal agreement raise by the issue of securities guaranteed as to principal and interest by the Treasury a sum or sums not exceeding forty million pounds and will lend the sum or sums so raised to the undertakers for the purposes contemplated by that agreement.

3. To the extent to which they have obtained or obtain the necessary powers herein provided for the respective Transport Undertakers shall borrow from the Company such sums not exceeding forty million pounds in the aggregate as shall be raised by the Company as aforesaid for the purposes of—

- (a) The payment of the costs properly chargeable to capital of the said works which they respectively may be authorised to carry out and of such further works as they may undertake with the approval for this purpose of the Minister of Transport ;
- (b) The payment of the costs and expenses for which they may be liable under clause 9 hereof so far as properly chargeable to capital ;

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—

- (c) The payment of interest on moneys borrowed which they may be authorised to pay out of or charge to capital or to pay or provide out of advances; and
- (d) The payment of any sums for which they may be liable under the provisions of clauses 7 and 8 hereof.

The said sums shall be borrowed by the respective Transport Undertakers in the percentage proportions set out opposite their respective names in the schedule hereto which proportions may be varied by agreement between the Transport Undertakers with the approval of the Treasury the said proportions with such variations as aforesaid (if any) being hereinafter referred to as "the agreed proportions."

4. The respective Transport Undertakers shall pay interest on the moneys borrowed by them at the effective rate at which the moneys are raised by the Company taking into account any premium or discount at which the securities are issued. The first payment of interest by each Transport Undertaker shall be calculated from the date when the money is borrowed by that Transport Undertaker to the next half-yearly date for payment of interest by the Company on the securities to be issued by the Company in respect of the moneys so raised and shall be payable three days in advance of such half-yearly date. Thereafter interest shall be payable by half-yearly instalments calculated up to the half-yearly dates for payment of interest by the Company on such securities but payable three days in advance thereof.

5. In the case of default in payment of any interest under the last preceding clause the Company may with the consent of the Treasury give notice to the Transport Undertakers so defaulting and if such interest be not paid within seven days after receipt of such notice the whole of the moneys borrowed by that undertaker then outstanding shall become immediately due and payable.

6. So much of the sums raised by the Company by the issue of the said loan as shall not for the time being be lent to the Transport Undertakers shall be invested by the Company to such an extent and in such a manner as the Company (after consultation with the Treasury and the Standing Joint Committee set up under the London Passenger Transport Act 1933 (hereinafter called "the Act of 1933")) may think fit.

7. The Transport Undertakers shall pay to the Company such sums as together with the interest payable under clause 4 hereof on the moneys borrowed by them and any receipts from

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Geo. 5. c. 14.

the investment of the unborrowed moneys under clause 6 hereof (including any realised profits on investments) will provide the amount required to discharge the interest payable by the Company to the holders of its said securities. Provided that in computing the sums payable by the Transport Undertakers under this clause no account shall be taken of any part of the amount which any of the Transport Undertakers is required to borrow under clause 3 hereof (or of any of the receipts from investment as aforesaid which the Treasury determine to be fairly attributable to the investment of such part) if such part cannot be borrowed under this agreement by reason of the refusal of Parliament to grant the borrowing powers in respect thereof in this agreement provided for. A.D. 1936.

The sums payable under this clause shall be paid in the agreed proportions and shall be due three days before the interest payable by the Company on its securities becomes due. The Company shall be at liberty to deduct any sum payable under this clause from the unborrowed proceeds of its securities and may as soon as the requisite borrowing powers above referred to have been obtained either recover from any Transport Undertaker so much of such sum as is payable by that Transport Undertaker or treat the same as money borrowed by that Transport Undertaker.

8. Any losses on capital account which may be made by the Company in the investment of the unborrowed proceeds of its securities (except such losses as the Treasury may determine to be fairly attributable to the investment of moneys in respect of which Parliament has refused to grant borrowing powers) shall be treated as moneys borrowed by the Transport Undertakers to be apportioned between them in the agreed proportions.

9. The Transport Undertakers agree to defray the costs and expenses of and incidental to the formation administration and winding-up of the Company and to the creation issue underwriting (if any) and management of its securities. Such costs and expenses shall be apportioned between the Transport Undertakers in the agreed proportions. The Transport Undertakers shall receive credit for any stamp duty paid by them on any securities issued by the Company in respect of any moneys which the Transport Undertakers are unable to borrow by reason of the refusal of Parliament to grant the borrowing powers in respect thereof.

10. The Transport Undertakers shall respectively deposit in an account to be opened at the Bank of England in the joint names of the Company and such respective undertakers all moneys borrowed by them and then outstanding one calendar

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A.D. 1936. — month before the date of final maturity of the securities issued by the Company out of the proceeds of which such moneys were advanced. Provided that if the Company has an option to redeem its said securities in whole or in part at any prior date any of the Transport Undertakers may request the Company to exercise its option to such extent as such undertaker may require but not in any case for an amount less than five hundred thousand pounds and the Company (subject to the consent of the Treasury) shall comply with such request. In that event the Transport Undertaker making such request shall one calendar month before the date fixed by the Company for such redemption deposit in manner aforesaid such part of the moneys borrowed by such Undertaker as will enable the Company to redeem the securities in respect of which the option has been exercised. The moneys deposited under this clause shall be released by the Transport Undertaker making the deposit to the Company on the day prior to the date fixed for the redemption of such securities but such Transport Undertaker shall pay to the Company interest on the money so deposited at the rate provided for in clause 4 hereof up to the date so fixed. Any interest earned by the moneys so deposited shall be for the account of the Transport Undertaker making the deposit. If the sums raised by the Company were raised by the issue of its securities at a discount the amount of such discount shall for the purposes of this clause and clauses 5 and 17 hereof be added to and be deemed to form part of the moneys borrowed.

11. The Board who have already deposited in the present session of Parliament a Bill intituled "A Bill to confer further powers upon the London Passenger Transport Board with respect to borrowing and for other purposes" with a view to obtaining the grant of such statutory powers and provisions as are specified in clause 12 of the principal agreement will use their best endeavours to procure the passing of such Bill into law in such present session.

12. The Board will apply to Parliament for and use their best endeavours to obtain in the next available session of Parliament the statutory powers and provisions referred to in clause 13 of the principal agreement.

13. Each of them the Great Western Railway Company and the London and North Eastern Railway Company (each which said railway company in relation to the Bill to be promoted by it and the powers to be procured thereunder as hereinafter mentioned is except where otherwise expressed in this clause called "the Railway Company") will in the next available session of Parliament promote a Bill and will use its best

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endeavours to procure it to be passed into law providing (inter alia)— A.D. 1936.

- (a) For the creation by virtue of the Act itself of such an amount of four per cent. debenture stock of the Railway Company as at its nominal or par value shall be equivalent to the total amount of moneys which the Railway Company shall borrow from the Company under this agreement;
- (b) For the issue by the Railway Company to the Company from time to time of such debenture stock as collateral security for such moneys as shall be borrowed by the Railway Company as aforesaid and for such debenture stock to be issued at such time or times and in such amount or amounts as the Company with the consent of the Treasury first obtained may direct but also providing that the Railway Company shall not be required to issue to the Company in the aggregate a greater amount of the said debenture stock than at its nominal or par value is equivalent to the moneys so borrowed by the Railway Company as aforesaid and for the time being outstanding nor to issue any of the said stock to the Company unless that Company first obtain the consent of the Treasury;
- (c) For power for the Railway Company to borrow to the extent in the manner and for the purposes set out in this agreement;
- (d) For the redemption by the Railway Company of any of the said debenture stock so charged as collateral security as aforesaid upon payment under the terms of this agreement of the whole of the moneys it may borrow as aforesaid and upon such redemption for the right and power to the directors of the Railway Company to re-issue the whole or such part or parts as they may determine of the said debenture stock either as a redeemable or irredeemable stock of any description and carrying such rate or varying rates of interest as they may think fit;
- (e) If and so far as such powers may be necessary or expedient for power to the Railway Company to carry out such of the works set out in the First Schedule to the principal agreement as it is intended the Railway Company shall provide and to acquire compulsorily or by agreement such lands and properties easements or other interests in lands as may be necessary for the purpose;

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- (f) For power to the Railway Company to charge interest to capital during the construction of the said works and to treat all sums payable under clause 7 of this agreement as if they were interest on advances made under this agreement;
- (g) That the Railway Company shall not be charged with or be liable to loan capital duty on the debenture stock to be created by them as aforesaid or with any duty in respect of the issue thereof as collateral security until upon such debenture stock being released from the said charge the Railway Company shall issue or re-issue such stock; and
- (h) For power to the London and North Eastern Railway Company during a period not exceeding five years from the date on which the works set out in the First Part of the said First Schedule to the principal agreement are brought into operation to charge to a suspense account the cost of rolling stock displaced by reason of the execution of those works in so far as such rolling stock is not utilised elsewhere upon the system of the London and North Eastern Railway Company provided that any sums so charged to suspense shall be met in full during the said period of five years by an equal annual charge against revenue and may in the meantime be payable out of any moneys which the London and North Eastern Railway Company may borrow under the terms of this agreement or otherwise as the said Railway Company may determine.

14. If the Board or the London and North Eastern Railway Company are refused by Parliament any of the statutory powers and provisions referred to in clause 11 or clause 12 or clause 13 hereof (other than those in paragraph (d) thereof) in respect of any of the works comprised in Group 1 of the First Part of the First Schedule to the principal agreement or of any money to be borrowed in respect thereof the Board and the London and North Eastern Railway Company shall be relieved of their obligations under this agreement in respect of the works comprised in that group.

Similarly if the Board or the London and North Eastern Railway Company are refused by Parliament any of the said statutory powers and provisions in respect of any of the works comprised in Group 2 of the First Part of the First Schedule to the principal agreement or of any money to be borrowed in respect thereof the Board and the London and North Eastern Railway Company shall be relieved of their obligations under this agreement in respect of the works comprised in that group.

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15. If the Great Western Railway Company are refused A.D. 1936.
by Parliament any of the statutory powers and provisions
referred to in clause 13 hereof (other than those in paragraph (d)
thereof) in respect of the works set out in the Second Part
of the First Schedule to the principal agreement or of any
money to be borrowed in respect thereof the Great Western
Railway Company shall be relieved of its obligations under this
agreement.

16. If the Board are refused by Parliament any of the
powers and provisions in the Board's Bill now before Parliament
and intituled "A Bill to empower the London Passenger
" Transport Board to provide certain services of trolley vehicles
" to construct new works to acquire lands to raise additional
" moneys to extend the time for the exercise of certain powers
" of the Board in relation to trolley vehicles to confer further
" powers on the Board and for other purposes " in respect of
the construction and financing of any part of the works com-
prised in the Third Part of the First Schedule to the principal
agreement or are refused by Parliament any of the powers
referred to in clauses 11 or 12 hereof in respect of any part of
the works comprised in that part of the said schedule the
Board shall be relieved of its obligations under this agreement
as regards that part of the works in respect of which such powers
are so refused.

17.—(1) As collateral security for the repayment of the
moneys borrowed by the Board the Board shall if and when the
Company with the consent of the Treasury by notice in writing to
the Board so requires create and charge in favour of the Company
London Transport "A" stock (including five per cent. "A"
stock and four and a half per cent. "A" stock in the same
proportion as the amounts of those stocks issued at the date of
this agreement bear to one another) London Transport five per
cent. "B" stock and London Transport "C" stock (in equal
nominal amounts of each of such three classes of stock) of such
amounts as at their nominal value shall be equal in the aggregate
to the principal moneys borrowed by the Board then outstanding
Provided that the above mentioned rates of interest borne by
the London Transport "A" and "B" stocks may prior to the
creation of such stocks be varied if the Treasury so agree Such
charge shall be in the usual form to be approved by the Treasury
and shall provide for the issue of such stocks to the Company
or its nominees (as the request may direct) and for the usual
power of sale of such stock The Board shall in the meantime
keep their power under any Act or Acts subsequent to the Act
of 1933 to borrow by the creation and issue of London Transport
stocks unexercised to an extent sufficient to enable them to carry
out the provisions of this clause Provided that the Board

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— securing any such advance more than fourteen days before the
date on which such advance is repayable. Provided also that
the Board shall be at liberty to exercise such unexercised borrow-
ing powers by the creation and sale of London Transport
stocks to such extent as the Treasury may approve for the
purpose of repaying in whole or in part such principal moneys
as aforesaid. Provided further that if by any Act subsequent
to the Act of 1933 the Board is prohibited from exercising any
of its powers to borrow by the creation and issue of London
Transport stock so long as any of the said principal moneys
are outstanding the obligation to keep the Board's borrowing
powers unexercised under this clause shall be deemed to be
fulfilled to the extent of such statutory prohibition.

(2) As collateral security for the repayment of the advances
made by the Company to the Great Western Railway Company
and the London and North Eastern Railway Company respec-
tively each of them the said railway companies shall charge in
favour of the Company the four per cent. debenture stock to be
created under the Bill to be promoted by such railway company
under clause 13 of this agreement. Such charge shall be in the
usual form to be approved by the Treasury and shall provide
for the issue at the request of the Company made with the consent
of the Treasury of the said stock to the Company or its nominees
(as the request may direct) and for the usual power of sale of
such stock.

In witness whereof the said parties hereto have caused
their respective common seals to be hereunto affixed the day
and year first above written.

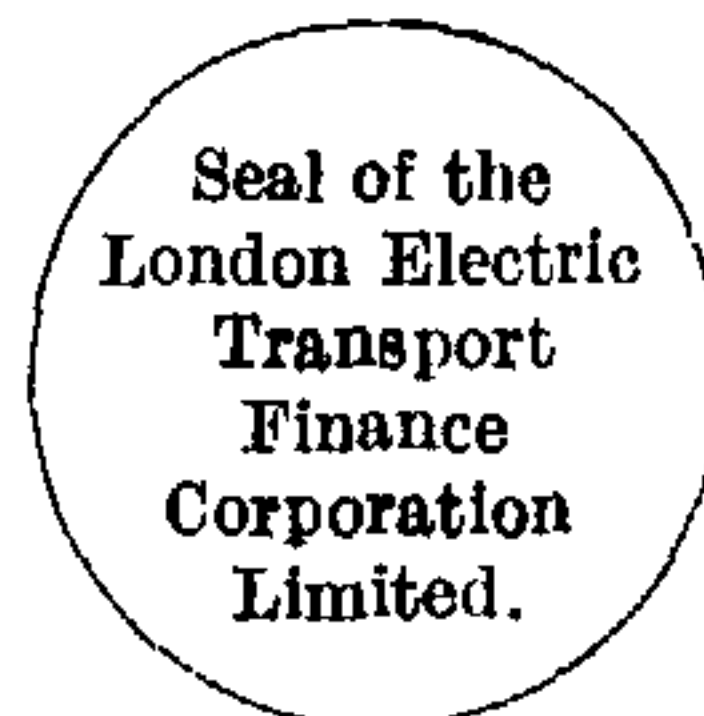
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The SCHEDULE above referred to.

A.D. 1936.

	Per cent.
The London Passenger Transport Board - - -	70
The Great Western Railway Company - - -	5
The London and North Eastern Railway Company -	25

The common seal of the LONDON
 ELECTRIC TRANSPORT FINANCE
 CORPORATION LIMITED was
 hereunto affixed in the presence
 of



W. K. WHIGHAM Director.
 JOHN A. RONEY Secretary.

The common seal of the LONDON
 PASSENGER TRANSPORT BOARD
 was hereunto affixed in the
 presence of



JOHN CLIFF Member.
 J. S. ANDERSON Secretary.

The common seal of GREAT
 WESTERN RAILWAY COMPANY
 was hereunto affixed in the
 presence of



F. R. E. DAVIS.

The common seal of LONDON AND
 NORTH EASTERN RAILWAY
 COMPANY was hereunto affixed
 in the presence of



P. J. DOWSETT
 Asst. Secretary.

[Ch. lxxv.] *Great Western Railway* [26 GEO. 5. &
(Ealing and Shepherd's Bush 1 EDW. 8.]
Railway Extension) Act, 1936.

A.D. 1936.

THE SECOND SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
 BE REQUIRED TO BE TAKEN BY THE COMPANY.

Area.	No. on deposited plans.				Description of property.
RAILWAY NO. 1 (RUISLIP AND NORTH ACTON).					
Urban district of Uxbridge.	2	3	4	5	Garden.
			6		Bungalow sheds and garden.
			7		Bungalow verandah garage and garden.
	8	10	11		Bungalow shed and garden.
			9		Bungalow garage shed and garden.
			12		Bungalow outbuilding and garden.
			13		House outbuildings green- house and garden.
			14		Timber yard offices stores storage bins rough land and approach.
			18		Rough land.
			21		Rough land sidings electric cables and post.
Urban district of Ruislip-North- wood.	23	25			Garden.
		24			Garden and garage.
		29			Estate office and ornamental garden.
		40			Field.
Borough of Ealing		18			Farmhouse yards barns buildings path and ditch.
	24	25	26	32	Garden.
	34	35	36	39	
	40	41	42	43	
	44	45	46	47	
	48	49	50	51	
	75	76	77	78	
	82	83	84	85	
	86	87	88	89	
	90	92	93	94	
	95	96	99	108	
	109	110	111		
	113	114	115		
	129	130	131		

[26 GEO. 5. & *Great Western Railway* [Ch. lxxv.]
 1 EDW. 8.] (*Ealing and Shepherd's Bush*
Railway Extension) Act, 1936.

A.D. 1936.

Area.	No. on deposited plans.	Description of property.
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RAILWAY NO. 1 (RUISLIP AND NORTH ACTON)—*continued.*

Borough of Ealing — <i>cont.</i>	132	133	135	Garden.		
	136	137	138			
	139	142	143			
	144	148	149			
	150	151	152			
	153	155	157			
	158	159	160			
	161	162	163			
	164	166	167			
	168	169	170			
	171	173	174			
		27			House garden and sheds.	
	28	105	106		House and garden.	
	29	31	102		House garden and shed.	
		30			House garden greenhouse and shed.	
		33			Garden and greenhouses.	
	37	38	80		112	Garden and shed.
	128	140	141			
	146	147	154			
		165	172			
		58				Rough land siding shed lavatories and crane gantry.
	79	81	91			Garden and sheds.
		98				Garden and garage.
100	103	104	107	House garden and passage.		
	101			House garden and garage.		
	116			Storage sheds land bunga- low and approach road to sheds and factory.		
	118			Occupation road and land by side telephone posts and wires.		
	156			Garden and greenhouse.		
	175			Garden workshop and garage.		
	176			Garden and summerhouse.		
	179			Road under railway footpath forecourt to factory and telephone posts and wires.		
	180			Field pond stream and allotments.		
	187			Garage filling station work- shops café store sheds and approaches.		

[Ch. lxxv.] *Great Western Railway* [26 GEO. 5. &
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A.D. 1936.

Area.	No. on deposited plans.	Description of property.
RAILWAY NO. 1 (RUISLIP AND NORTH ACTON)—<i>continued.</i>		
Borough of Acton	8	Derelict factory chimney stack pumping station and manhole rough land and embankment.
	11	Rough land embankment and hoarding.
RAILWAY NO. 2 (RUISLIP AND NORTH ACTON).		
Borough of Acton	3	Derelict factory chimney stack pumping station and manhole rough land and embankment.
	6 8 9 10 11	Garden.
	12 13	Rough land.
	15	Rough land embankment garage and hoarding.

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