



CHAPTER ccxxv.

An Act to empower the Metropolitan Railway Company to extend their Railway to Hendon in the county of Middlesex and for other purposes. [7th August 1884.] A.D. 1884.

WHEREAS the construction of a railway in extension of the Metropolitan Railway from West Hampstead to Hendon in the county of Middlesex would be of public and local advantage and it is expedient that the Metropolitan Railway Company (in this Act called the Company) should be empowered to construct the same and to raise capital for that purpose:

And whereas plans and sections of the said railway showing the line and levels thereof with a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands through which the said railway will pass were duly deposited with the clerk of the peace for the county of Middlesex and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen'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:—

1. This Act may be cited for all purposes as the Metropolitan Railway (Hendon Extension) Act 1884. Short title.

2. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The Railways Clauses Consolidation Act 1845;

Part I. of the Railways Clauses Act 1863 (relating to construction of a railway);

[Local.-225.]

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Incorporation of general Acts.

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The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of the creditors of the Company against shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ;

The giving of notices ; and

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

And Parts I. II. and III. of the Companies Clauses Act, 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock are (except where expressly varied by this Act) incorporated with and form part of this Act and shall be applicable to the Company.

Interpretation of terms.

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

The expression “separate undertaking” means the separate undertaking authorised by this Act :

The expression “through traffic” means all traffic passing to or from the railway hereby authorised on or to the railways of the Company or other railway companies :

And for the purposes of this Act the expression “superior courts” or “court of competent jurisdiction” or other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make railway.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of

reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is— A.D. 1884.

A railway 3 miles 3 furlong 7 chains and 11 yards in length wholly in the county of Middlesex commencing in the parish of Saint John Hampstead by a junction with the Kingsbury Extension of the Metropolitan Railway at or near the West Hampstead Station of the Company and terminating in the parish of Hendon at or near and on the south-west side of the junction of Blind Lane with Finchley Lane.

5. The Company may raise and apply to the purposes of this Act to which capital is properly applicable any money which they are authorised to raise by any other Act and which may not be required for purposes to which by that Act it is authorised to be applied. Power to apply corporate funds to purposes of Act.

6. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any further capital not exceeding in the whole one hundred and eighty thousand pounds by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by one or more of those modes respectively which shares or stock shall form part of the general capital of the Company unless the Company shall by a majority of three-fourths of the proprietors present either in person or by proxy at a general meeting of the Company convened for that purpose and in accordance with the provisions herein-after contained elect to constitute the undertaking by this Act authorised a separate undertaking. Provided that if such separate undertaking shall be constituted the capital hereby authorised shall be raised by ordinary shares or stock or guaranteed shares or stock. Power to raise additional capital.

7. The Company shall not issue any share to be created under the powers of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid up in respect thereof. Shares not to be issued until one-fifth paid.

8. Twenty per centum on the amount of any share to be issued by the Company under the authority of this Act shall be the largest amount of any call which may be made thereon and there shall be an interval of not less than three months between any two successive calls. Calls.

9. The proprietors of any shares or stock to be issued by the Company under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount Votes of proprietors of new shares or stock.

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Extension) Act, 1884.*

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New shares or stock issued under this and other Acts may be of same class.

10. Subject to the provisions of any Acts already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt clause in case of persons not sui juris.

11. If any money is payable to a holder of shares or stock in the Company who is a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Further borrowing powers to the Company.

12. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage of their undertaking or of the separate undertaking as the case may be in respect of the additional capital of one hundred and eighty thousand pounds which they are by this Act authorised to raise for the purposes of this Act any sum or sums not exceeding in the whole sixty thousand pounds.

Restrictions on borrowing.

13. Provided always that no part of any such sum of money shall be borrowed by the Company under the powers of this Act unless and until the additional capital by this Act authorised in respect of which it is to be borrowed is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under section forty of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such additional capital has been issued and accepted and that one-half thereof has been paid up and not less than one-fifth part of the amount of each separate share in such capital as is to be raised by means of shares has been paid on account of such share before or at the time of the issue or acceptance thereof and that stock for one-half of so much of such capital or portion of capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid (before he so certifies) that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of such capital is raised by shares that such persons or corporations their

executors administrators successors or assigns are legally liable for the same And upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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14. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and as regards the undertaking comprised in and assigned by such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over all mortgages to be granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Priority of existing mortgages.

15. The provisions of the Metropolitan Railway Act 1882 with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same are hereby repealed but subject and without prejudice to any appointment of a receiver which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Repealing provisions of former Acts for appointment of a receiver.

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

Appointment of a receiver.

17. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Debenture stock.

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

Application of moneys.

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Railway may
be a separate
undertaking.

Defining
separate
undertaking.

19. This and the next following nine sections of this Act shall be applicable in the event of the Company deciding to constitute the undertaking hereby authorised a separate undertaking and to provide the capital required for the purposes of this Act by the creation of shares or stock in the separate undertaking:

The undertaking authorised by this Act shall form a separate undertaking herein-after referred to as "the separate undertaking" distinct and apart from the rest of the undertaking of the Company and the railway authorised by this Act shall be called "the Hendon Railway" and the capital required for the purposes of such separate undertaking shall form a separate capital (in this Act referred to as "the separate capital"): Provided always that the directors of the Company shall have the working and management of the affairs of the separate undertaking and shall have and exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to the general undertaking of the Company.

Power to
raise separate
capital.

20. The Company may raise the separate capital by the creation and issue of one hundred and eighty thousand pounds of ordinary shares or stock or partly by one of those modes and partly by the other And subject to such provisions as are contained in the sections of this Act whereof the marginal notes are "Further borrowing powers to the Company" "Restrictions on borrowing" "Appointment of a receiver" and "Debenture stock" the Company may raise sixty thousand pounds debenture stock charged upon the separate undertaking And such capital shall be secured upon the net profits of the railway works and lands by this Act authorised to be constructed and acquired including terminal charges and allowances made by other companies.

Debenture
stock under
this Act to
affect only
separate
undertaking.

21. The debenture stock from time to time created by the Company under the last preceding section of this Act shall be charged only upon the separate undertaking and the net profits applicable to dividend on the new capital and the terms and conditions upon which any such debenture stock is created and issued shall be stated on every certificate of such debenture stock.

Terms and
conditions of
separate
undertaking
how to be
settled.

22. The terms and conditions upon which such separate undertaking shall be worked and managed by the Company and the dividends or annual or other sums to be paid to or upon the shares or stock constituting the separate capital out of the gross receipts arising from traffic passing as well upon the separate undertaking as upon the general undertaking of the Company and the payment to be made in respect of the use of the separate undertaking for the

traffic of the Company shall be such as shall be defined and settled by an extraordinary general meeting of the Company duly convened with notice of the object and by the votes of proprietors present in person or by proxy holding at least three-fourths of the paid-up capital represented at the meeting and the substance of such terms and conditions shall be endorsed upon the certificates of the shares or stock constituting the separate capital of the separate undertaking upon the issue of the same.

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23. The separate undertaking and the revenue arising therefrom shall not be liable for any mortgage or debenture debt or other charge upon any other part of the undertaking of the Company or for the payment of interest thereon.

Separate undertaking exempt from mortgages on original undertaking.

24. Separate accounts shall be kept of the capital and revenue of the separate undertaking and of the payments made in respect to the said capital and revenue in the same form as nearly as may be and subject to the same conditions as such accounts would be kept if the separate undertaking belonged to an independent Company.

Providing for separate accounts.

25. After the opening of the separate undertaking for public traffic the Company shall work the same and convey traffic thereon in a proper manner. In case any difference shall arise between the Company and any of the holders of mortgages of the separate undertaking or of stock or shares in the separate capital with respect to the working or non-working or insufficient working by the Company of the said undertaking or otherwise in relation thereto whereby the holders of such mortgages or shares or stock deem themselves to be injuriously affected such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either party and such arbitrator shall have full power to settle and determine any such difference and to order the Company to do or to abstain from doing all such acts matters and things as he shall think fit and to make such order with respect to the costs of such arbitration as he shall think just. In case the Company makes default in complying with any such order within the time thereby prescribed then and in every such case the Company shall for every such default be liable to a penalty not exceeding fifty pounds and to a further penalty not exceeding fifty pounds for every day after the first during which such default shall continue. Such penalty to be carried to the credit of the separate undertaking.

Separate undertaking to be worked in an efficient manner.

26. The Company may in lieu of the modes prescribed in the foregoing sections for raising the separate capital by a resolution

Separate capital may be raised by

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guaranteed
stock.

of the directors of the Company confirmed at an extraordinary general meeting of the shareholders convened with due notice of the matter and by the votes of proprietors present in person or by proxy holding at least three-fourths of the capital represented at the meeting raise the capital required for the railway and works hereby authorised by the creation of a guaranteed stock to be called Metropolitan Hendon Railway Guaranteed Stock. The Company may if so authorised by the shareholders convened as aforesaid create such amount of stock as they find necessary not exceeding in the whole the sum of two hundred and forty thousand pounds and they may attach thereto a fixed perpetual guaranteed dividend at the rate of four pounds per centum per annum payable by equal half-yearly payments on the first day of March and the first day of September in every year and such stock shall be a first charge on the separate undertaking ranking next after the expenses incident to the working control management maintenance and repair thereof and as regards the other undertakings of the Company shall rank next after the preference stocks of the Company: Provided that the guaranteed stock shall not confer upon the holders thereof any rights of voting at meetings of the Company.

Mode of
issue of
stock.

27. The capital created and issued for the purposes of the separate undertaking whether raised by means of ordinary shares or stock or by debenture stock or by means of a guaranteed stock shall unless the Company otherwise direct be offered for subscription to the ordinary shareholders of the Company at par value.

As to right
of voting.

28. Shares and stock in the separate undertaking shall not confer on the holders thereof any right of voting or interference at any meeting of the Company on the general affairs of the Company except for the election of directors and in any like matters affecting the holders of shares or stock in the separate undertaking for both which purposes those shareholders and stockholders shall have the same right of voting as the shareholders and stockholders in the general capital of the Company nor on the other hand shall it be lawful for the holders of shares or stock in the general capital of the Company to interfere in the construction of the railway by this Act authorised or in the expenditure thereon or in any other matters affecting the railway and works hereby authorised or the management or user thereof.

As to con-
struction of
part of
railway.

29. The railway shall be constructed on the east side of the public road numbered on the deposited plans 14 in the parish of Hendon called Green Lane.

30. The Company shall make full compensation to the Andover and Weyhill Horse Company Limited for all loss or damage which may be caused to them in the carrying on of their business by reason of the exercise of the powers of this Act.

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For protection
of the Andover
and Weyhill
Horse Com-
pany Limited.

31. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestries respectively against all and every the expense 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 or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company whether in the

For protec-
tion of
sewers in the
metropolis.

A.D. 1884. execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district board or vestry as the case may be respectively 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 said respective boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Bridges
under roads
in the
metropolis.

32. All bridges to be constructed by the Company for carrying any road or street within the metropolis over the railway shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square and every such bridge shall be so covered or fenced as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into any such road or street.

Bridges over
roads in the
metropolis.

33. Where any bridge or works are constructed under the powers of this Act over any street or road within the metropolis there shall be left a clear headway throughout of not less than eighteen feet above the existing surface of the street or road and a clear span throughout of not less than forty feet measured on the square: Provided that such span shall not in any case be less than the clear width of such street or road including the footways and areas and forecourts where any areas or forecourts exist and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway area or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide from view of the street or road trains passing over such bridges or works.

34. The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the Metropolitan Board of Works twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until that Board shall have signified their approval of the same unless that Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Board by the Company on demand.

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Plans &c. of bridges to be submitted to the Metropolitan Board.

35. No street or road within the metropolis shall be so altered under the powers of this Act that the inclination thereof when altered shall be steeper in any part than 1 in 40.

Inclination of streets.

36. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any piers parapets or screens of bridges authorised by this Act within the metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the Metropolitan Board of Works and if any such placard or advertisement be affixed or exhibited the said Metropolitan Board of Works and their authorised officers may remove the same.

Exhibition of placards.

37. The Company shall execute the works by this Act authorised so far as the same affect any main roads in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 subject to the following conditions viz. :—

For protection of the main roads and county bridges in the county of Middlesex.

- (1.) The Company shall not commence nor execute any works as aforesaid unless and until they have first delivered to the surveyor of Middlesex county bridges plans drawings and specifications of the works intended to be executed nor until the said plans drawings and specifications have been examined and

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approved of by the said surveyor by writing under his hand. Provided always that if the said surveyor fails to approve of the works for one calendar month after the plans drawings and specifications thereof have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company :

(2.) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor of Middlesex county bridges whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the reasonable satisfaction of the said surveyor :

(3.) Notwithstanding anything in this Act or in any Act incorporated therewith contained the Company shall not for the purposes of the works by this Act authorised take or interfere with the Brent or Finchley county bridges or the approaches thereto :

(4.) Notwithstanding anything in this Act or in the Railways Clauses Consolidation Act 1845 contained the gradients of the main road in the parish of Hendon crossed by the railway and numbered on the deposited plans 25 in that parish shall not be so altered by the Company as to make them steeper than 1 foot in 20 feet.

For the protection of the Hendon Local Board.

38. Whereas the railway is intended to pass under or over and to interfere with certain public carriage roads and public footpaths in the parish of Hendon and under the jurisdiction of the Hendon Local Board (in this section called the local board) and also to interfere with certain existing sewers and other sewers proposed to be laid down by the local board in accordance with plans already approved by the local board and the Local Government Board with respect to which public carriage roads footpaths and sewers respectively the following provisions shall have effect and the works required to be executed by the same shall be done at the expense in all things of the Company (that is to say) :—

(1.) The public road or footpath running through the property numbered 108 on the deposited plans shall be diverted at the

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point where it is intersected by the railway and taken along the west side of such railway to a point about one mile nine chains distant from the commencement of the railway and then taken across the railway by means of a bridge which shall have a clear width of not less than eight feet between the parapets and join the footpath on the southern side of the railway and such bridge and the approaches shall be erected by the Company to the reasonable satisfaction of the surveyor to the Hendon Local Board and for ever thereafter maintained by the Company :

- (2.) Notwithstanding anything in the deposited sections the public carriage road called "Cricklewood Lane" and numbered 88 on the deposited plans shall not be raised more than five feet and the bridge for carrying the said road over the railway shall have a clear width between the parapets for the whole length of the bridge of not less than forty feet such parapets and the screens thereon being not less than eight feet in height above the level of the road all which shall be constructed according to drawings to be previously submitted to and approved by the surveyor of the local board. The gradients or rate of inclination of the said road bridge and approaches as altered for the purposes of the railway shall not be less than one foot in thirty feet and the road and footways of the said bridge and approaches shall be levelled paved metalled flagged channelled and made good in all respects to the reasonable satisfaction of the said surveyor and for ever thereafter maintained by the Company at their own expense :
- (3.) The Company shall at their own expense alter the sewer under Cricklewood Lane where it is proposed to be crossed by the railway and construct a brick sewer three feet nine inches by two feet six inches which shall be laid in concrete with two manholes one on each side of the railway. The surface of the railway where it crosses such sewer shall not in any case be nearer than six feet from the invert of such new sewer so to be constructed and the level of the invert of the existing sewer shall not in any manner be altered or varied :
- (4.) The public footpath numbered 102 on the deposited plans shall so far as it may be affected by the Company's works be preserved of a width of not less than ten feet :
- (5.) If the persons interested in the lands through which the diversion next herein-after mentioned is proposed to be made consent thereto the public road or footpath running through the property numbered 82 on the deposited plans shall be

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diverted from a point on the said footpath due west of a point about one mile five furlongs three chains from the commencement of the railway to such last-mentioned point there to be carried under the railway by means of a subway of not less than eight feet in height and ten feet in width and from thence to be continued in an easterly or south-easterly direction to the junction of two existing footpaths on the property numbered 83 on the said deposited plans. Such subway to be constructed in brickwork and the footpath properly made up drained and gravelled to the reasonable satisfaction of the surveyor to the local board but if the said parties do not consent to such diversion the Company shall construct a footbridge 8 feet wide over the railway with suitable steps leading thereto at the place where the said footpath crosses the line of the railway:

- (6.) The public road or footpath running through the fields numbered respectively 68 70 and 73 on the deposited plans and which will intersect the line of railway at a point two miles one furlong three chains from the commencement of such railway shall be diverted on both sides of the line so as to permit the same to be carried under the railway on the square by means of a subway of not less than eight feet in height and ten feet in width. Such subway to be constructed in brickwork and the footpath properly made up drained and gravelled to the reasonable satisfaction of the surveyor of the local board:
- (7.) The public road or footpath running through the fields numbered respectively 63 and 64 on the deposited plans shall be diverted and carried over the railway by means of a bridge at a point about two miles four furlongs and two chains from the commencement of the railway such bridge to be of the clear width within the parapets of not less than eight feet and of such design as shall be approved by the surveyor to the local board and such bridge and the approaches to the same shall be for ever maintained and kept in good repair by the Company to the reasonable satisfaction of the surveyor to the local board:
- (8.) In all cases where the railway crosses any existing sewers belonging to or vested in the local board or any sewers which are intended to be laid down by them in accordance with the plans of the sewage scheme prepared by them or such modification of such plans as the Local Government Board may approve or direct the Company shall in lieu of such then

existing sewers make and for ever maintain to the reasonable satisfaction of the surveyor of the local board a sewer to the extent of their boundary on each side of their line such sewer shall be of the dimensions of three feet nine inches by two feet six inches and built of brickwork nine inches in thickness and shall in every case where practicable be surrounded with concrete and they shall also make two manholes one on each side of their railway so as to afford access to such sewer at all times by the servants of the said board. Provided always that notwithstanding anything herein contained the local board shall be at liberty to deviate from the line of sewers shown on their said plans of the sewage scheme so far as necessity may require or as may be directed by the Local Government Board or as in the opinion of the local board may be deemed necessary desirable or proper :

- (9.) Nothing in this Act contained shall in any manner alter abridge qualify or affect any of the provisions of section 31 of the London Hendon and Harrow Railway Act 1883 inserted in such Act for the protection of the local board nor shall any works whatever be constructed or made by the Company under this Act which shall in any manner interfere with or prejudice or affect the rights of the local board under the said before-mentioned Act or any works to be executed under or by virtue of the same and the Company shall in all respects conform to the stipulations of section 31 of the London Hendon and Harrow Railway Act 1883 so far as the same are applicable :
- (10.) The railway shall be carried over the River Brent in such manner as that there may be left a clear waterway of at least forty feet in width and not less than ten feet in height above the banks of such river :
- (11.) The public carriage road number 25 on the deposited plans and known as Brent Street shall not in any manner be diverted and the level of such street shall not be altered :
- (12.) The bridge by which the railway shall be carried over Brent Street aforesaid shall be so constructed as to have a clear and uninterrupted width of fifty feet between the abutments and a clear headway above the surface of the road of not less than sixteen feet for the full span of fifty feet and proper screens shall be placed upon such bridge to the reasonable satisfaction of the surveyor of the local board :
- (13.) The public carriage road numbered 26 on the deposited plans and called or known as Shirehall Lane shall not in any manner be diverted or interfered with in anyway :

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- (14.) The public carriage road numbered 14 on the deposited plans and called Green Lane shall not without the consent of the local board be altered diverted or interfered with so as to reduce it to a less width than forty feet and in no case shall the minimum gradient or inclination of the said road (if altered) be less than one in forty :
- (15.) Where in any case the sewer proposed to be constructed by the local board and called the Brent Valley main sewer shall be within the limits of deviation of the railway the levels of the invert of such sewer shall not in any manner be altered but in the event of the Company being desirous of diverting the said sewer in Brent Street Shirehall Lane and Green Lane aforesaid or between Bell Lane and Blind Lane they shall be at liberty to do so subject to the approval in all respects of the surveyor of the local board but the present levels or gradients of such sewer shall not be altered in any manner whatever and all the works shall be carried out and executed under the supervision and to the reasonable satisfaction of the surveyor of the local board. And where the line will cross the said Brent Valley main sewer between Brent Street and Bell Lane the level of the invert of such sewer shall in no manner be altered and the level of the rails shall in no case be less than 6 feet 6 inches above the invert of the said sewer and the Company in addition to constructing the sewer as in subsection 8 of this clause is provided shall also place and at all times hereafter maintain one foot of concrete above the said sewer :
- (16.) The public carriage road numbered 10 on the deposited plans and known as Bell Lane shall be carried over the said railway by means of a bridge which shall have a clear width within the parapets of not less than forty feet such parapets with the screens thereon shall not be less than eight feet in height above the level of the road all of which with the roads and footways of the said bridge and its approaches shall be formed made and constructed in all respects to the reasonable satisfaction of the surveyor of the local board and for ever thereafter maintained by the Company at their own expense. In the construction of the said bridge the road shall not be raised more than five feet. Provided always that no part of the altered road shall have a greater inclination than one in twenty or a less width than forty feet :
- (17.) The sewer proposed to be laid in Bell Lane shall be carried by the Company under the railway in a line with the road or

parallel to the same and according to gradients drawings and levels to be approved and directed by the surveyor to the local board by means of a tumbling bay and brick sewer to be constructed in manner provided in subsection 8 of this clause and in addition the Company shall place and at all times hereafter maintain one foot of concrete above the said sewer and the level of the rails shall in no case be less than six feet six inches above the invert of the said sewer :

- (18.) The sewer proposed to be constructed by the local board and called "the Victoria Road Extension Sewer" where it crosses the railway shall be made by the Company to the extent of the boundary of their line of brickwork of nine inches in thickness and of the diameter of three feet nine inches by two feet six inches with two manholes one on each side of the railway the level and gradient of the same to be agreed between the surveyor of the local board and the engineer of the railway but in no case shall the level of the rails of the proposed line be lowered more than five feet :
- (19.) The public carriage road known as Blind Lane and numbered 3 on the deposited plans shall not be altered except at its junction with Bell Lane and then only for the purposes of such junction in which case the gradient shall not be less than one in twenty :
- (20.) The public carriage road numbered 2 on the deposited plans and known as Finchley Lane or the sewer now or hereafter to be constructed under the same or the levels or gradients thereof shall not in any manner be altered deviated or interfered with. And the Company shall not construct any part of any station or any approach thereto or works connected with or for the purpose of a station under upon or over the site of any street road lane or highway within the district of the local board without the consent in writing of the local board :
- (21.) The Company shall not in anyway during the progress of the works or afterwards obstruct any waterway or watercourse but the same shall be kept open and undisturbed with the same width of waterway as now exists :
- (22.) All bridges to be erected over any of the public carriage-ways footways and footpaths or highways shall be constructed of the best materials and the foundations of the piers of the bridges shall be built so as not to be injurious to the sewers and drains of the local board and the bridges shall be so constructed that water shall not come or run through any of them upon the said roads or highways respectively and all bridges

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and works aforesaid shall be so constructed as to deaden as far as is practicable the sound of engines carriages and traffic passing over them and all parapets and screens of bridges carrying streets and roads over the railway shall be constructed in such reasonable ornamental manner as the local board shall approve and shall not be used for the posting of bills or other advertising purposes :

(23.) The Company shall to the reasonable satisfaction of the surveyor to the local board under whose control the same may be restore all sewers drains water pipes hydrants gas pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead thereof other proper and sufficient sewers drains pipes hydrants and gullies :

(24.) The Company shall not in anyway during the progress of the works shut up or in anyway impede the public traffic along more than one-half the width of any of the said roads and where the surface of any street or road has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the local board restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration. The Company shall be liable to pay and shall pay to the local board any damages penalties costs charges or expenses which the local board may become legally liable to pay or shall have so paid in respect of any injury loss or damages consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury or loss occurs either during or after the construction or in the maintenance alteration or repairing of such works or in or by the enjoyment or user thereof) and all moneys so paid by the local board on account of any such damages penalties costs charges or expenses shall be repaid to the local board by the Company on demand and in default thereof may be recovered by the local board from the Company in like manner as a debt is ordinarily recoverable at law :

(25.) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water pipe watercourse gas pipe hydrant defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially

affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence such works until they shall have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the local board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and the local board shall have signified their approval of the same unless the local board do not signify their approval or disapproval within fourteen days after service or delivery of the plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains watercourses outfalls and works hereinbefore referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being to the local board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the local board may be put to by reason of the works of the Company whether in the execution of the works or superintendence thereof or otherwise shall be paid to the local board by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the local board as any sewers or works now are or hereafter may be and except only as is by this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the local board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed:

(26.) The Company shall construct all bridges approaches and roads within the district of the local board to the reasonable satisfaction in all respects of the surveyor appointed by the

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justices of the peace for the county of Middlesex as well as the surveyor to the local board :

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

(28.) Nothing in this Act contained shall in any manner alter affect or prejudice the rights of the local board to any compensation for any lands or premises rights or privileges belonging to the local board or to which they now are or may be entitled and which the Company may acquire or seek to acquire under and by virtue of this Act :

(29.) In case of any difference or dispute arising between the surveyor to the local board and the engineer of the Company touching or concerning the true intent and meaning of these provisions or the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer or other fit person to be nominated as referee by the Board of Trade on the application of either party and the expenses of the reference shall be borne and paid as the said referee may direct.

For the protection of the vestry of St. John Hampstead.

39. For the protection of the vestry of Saint John Hampstead (in this section referred to as "the vestry") the following provisions shall have effect:—

(1.) For the purposes of this section "the parish" means the parish of Saint John Hampstead in the county of Middlesex. "Sewer" includes a drain and a culvert for the carrying off of the surface water. "The surveyor" means the surveyor for the time being of the vestry :

(2.) If in or by reason of the execution of any of the powers by this Act conferred upon the Company it is at any time necessary to divert alter or interfere with any main or other sewers under

the control and management of the vestry the Company shall execute such diversion alteration or interference and all works connected therewith and shall also construct such further new main and other sewers culverts and works as may be rendered necessary thereby according to such plan and in such manner as may be from time to time reasonably prescribed or approved by the vestry and to the reasonable satisfaction in all respects of the surveyor :

- (3.) Before the Company execute any work or do anything whereby the flow of sewage or surface water in any sewer may be interrupted or interfered with they shall provide to the reasonable satisfaction of the surveyor a substituted sewer and connect the same with some other sewer of the vestry :
- (4.) Nothing in this Act contained shall interfere with the powers of the vestry from time to time as they think fit to construct sewers or to repair or inspect any sewer or to make any connexion or communication therewith :
- (5.) While the Company are possessed under the authority of this Act of any lands houses buildings or other property assessed or liable to be assessed to any district general or special rate and until any works to be constructed in the parish are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate of the gross rateable value of the said lands houses buildings and property in the last rate made by the vestry before the passing of this Act the Company shall be liable to make good the deficiency in the assessment by reason of such lands houses buildings or other property being taken or used by them and the deficiency shall be computed according to the rental at which such lands houses buildings and other property are now rated in the said last rate :
- (6.) Nothing in this Act contained shall empower the Company either during the construction of any works authorised by this Act or subsequent to the completion thereof to alter the level or diminish the width of Mill Lane or any other public road belonging to the vestry but all such roads shall be preserved at their present level and at their present or a greater width and the bridge to be constructed by the Company for the purpose of carrying Mill Lane over the railway shall not be less than forty feet in width between the parapets thereof :
- (7.) The Company shall not exhibit or permit to be exhibited upon any piers parapets or screens of bridges authorised by

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this Act within view of any public street within the parish of Saint John Hampstead any placards or advertisements except such as shall have been approved in writing by the vestry clerk of that parish :

- (8.) If any difference arise between the Company and the vestry in relation to this section such difference shall from time to time be determined by arbitration in the manner (unless otherwise agreed on) provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the London and North-western Railway Company.

40. In constructing so much of the railway by this Act authorised as shall be carried over the Hampstead Junction Railway of the London and North-western Railway Company (herein-after referred to as the North-western Company) and the lands adjoining thereto of the North-western Company the following provisions shall apply and have effect (that is to say):—

- (1.) The railway shall be carried over the said Hampstead Junction Railway and the lands adjoining thereto by means of a wrought iron girder bridge with wrought iron flooring having two spans of not less than twenty-five feet each measured on the square separated from each other by a pier or by a row of iron columns in a line with the pier of the present bridge carrying the Metropolitan Railway over the said Hampstead Junction Railway one of such spans to be over the said Hampstead Junction Railway and the other on the northern side thereof to enable the North-western Company to widen the said Hampstead Junction Railway on that side by two additional lines of rails. Each of such spans shall have a clear headway above the level of the rails of the said Hampstead Junction Railway of not less than fourteen feet six inches for their entire width and such bridge and all the works connected therewith shall be constructed according to plans sections elevations and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction in all respects of the principal engineer of the North-western Company and at the expense in all things of the Company and such railway and works shall be so carried over and executed by such means and in such manner only as not to interfere with the free uninterrupted and safe user of the said Hampstead Junction Railway or the working of the traffic thereon :
- (2.) The Company shall at all times maintain the bridge by which the said railway shall be so carried over the said Hampstead Junction Railway and the lands adjoining thereto

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and the works connected with such bridge in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the North-western Company and if and whenever the Company fail to do so that company may make and do in and upon as well the lands and works of the Company as their own lands and works all such works and things as that company may reasonably think requisite in that behalf and the sum from time to time certified by such their engineer to be the reasonable amount of their expenditure in that behalf or in the event of dispute such sum as may be determined by arbitration in manner herein-after provided shall be repaid to them by the Company and in default of payment the amount due may be recovered with full costs by that company from the Company in any court of competent jurisdiction :

- (3.) The Company shall not without in every case first obtaining the previous consent of the North-western Company in writing under their common seal take use enter upon or interfere with any of the lands railway works or property from time to time belonging to or in the possession or under the power of that company except only such part or parts thereof as it shall be absolutely necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the works for so carrying the railway over the said Hampstead Junction Railway and the lands adjoining thereto :
- (4.) With respect to any land or property of the North-western Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but they may purchase and take and that company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (5.) If any difference shall arise between the Company and the North-western Company as to the true intent and meaning of the matters provided for in this section or the mode of giving effect thereto every such difference shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

41. In constructing and maintaining the works authorised by this Act where they will pass over or affect the railway sidings and works of the Midland Railway Company (herein-after called the

For protec-
tion of
Midland
Railway
Company.

A.D. 1884. Midland Company) the Company shall be subject to the following conditions videlicet :—

- (1.) The main lines of railway of the Midland Company shall be crossed by a bridge or viaduct having a central span or opening of sixty feet in width and two side spans or openings each of twenty-six feet in width with a clear headway throughout of fourteen feet six inches :
- (2.) The viaduct carrying the railway over the Midland Company's west end sidings shall be constructed along the western boundary of the Midland Company's property and so as to interfere as little as possible with those sidings :
- (3.) All works crossing or affecting the Midland Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Company and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof :
- (4.) The works shall be constructed and maintained so that the traffic upon the Midland Railway and sidings shall not be in anywise impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Company and in all things at the expense of the Company :
- (5.) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Company for all costs to which that company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Midland Company ten pounds for every hour during which such traffic shall be impeded :
- (6.) The Company shall also indemnify the Midland Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the said railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen :

(7.) The Company shall not take or use any more of the lands and property of the Midland Company than shall be absolutely necessary for the purpose of constructing their railway and no station siding or other similar work shall be placed upon the land of the Midland Company :

(8.) The Company shall not acquire any estate or interest in the lands of the Midland Company other than an easement for the purpose of constructing and maintaining the works by this Act authorised and the Midland Company shall have the right to use for their purposes the arches or openings under the viaduct to be constructed across their said lands and sidings :

(9.) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

42. In constructing and maintaining the railway where the same will pass under the authorised railway (herein-after called "the Harrow Railway") of the London Hendon and Harrow Railway Company (herein-after called "the Harrow Company") the Company shall be bound by and comply with the following provisions :—

For protection of London Hendon and Harrow Railway Company.

(1.) The Company shall as and when the same shall be required by the construction of the Harrow Railway construct a bridge over the railway the flooring and girders of which shall be of wrought iron of sufficient strength and dimensions to admit of two lines of rails of the Harrow Railway being carried over the same. The Company shall not construct their railway so as to necessitate any alteration in the level of the Harrow Railway as shown on the deposited sections thereof and the Harrow Company shall not in constructing their railway lower such level more than two feet :

(2.) The said bridge and all works necessary or incident thereto affecting the railway or works of the Harrow Company shall be executed by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Harrow Company and after any such works have been commenced the same shall be proceeded with and completed with all reasonable expedition :

(3.) With respect to any land of the Harrow Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Harrow Company may and shall sell and grant accordingly an easement

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or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the compensation to be paid for the easement shall in case of difference be ascertained in manner provided by the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement:

- (4.) If by reason of the execution or maintenance of any of the works of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors any railway or work of the Harrow Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense and in the event of their failing so to do after 14 days' notice or upon emergency without notice then the Harrow Company may make good the same and recover the expenses thereof with costs from the Company in any court of competent jurisdiction and if any obstruction or interruption shall be occasioned to the traffic of the Harrow Company by reason of any of the matters or causes aforesaid the Company shall pay to the Harrow Company all damages costs and expenses to which that company may be put and shall effectually indemnify that company from all claims or demands upon or against them by reason or in consequence of such obstruction or interruption such damages costs and expenses to be recoverable from the Company in any court of competent jurisdiction:
- (5.) The Company shall at all times maintain the bridge by which their railway is carried under the Harrow Railway in substantial repair and good order and condition and if and whenever the Company fail so to do the Harrow Company may after giving 14 days' notice to the Company or upon emergency without notice make and do in and upon the lands of the Company or on their own lands all such works and things as may be reasonably requisite in that behalf and the proper amount of their expenditure in that behalf shall be repaid to them by the Company and in default of repayment may be recovered from the Company in any court of competent jurisdiction:
- (6.) If the Harrow Company shall at any time hereafter be desirous to widen the bridge by which their railway is carried over the railway by this Act authorised the Company shall afford all reasonable facilities for that purpose and the plans of

such widening if not agreed on between the engineers of the two companies shall be determined by an engineer to be appointed on the application of either company by the President of the Institution of Civil Engineers:

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(7.) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the Harrow Company otherwise than is herein expressly provided:

(8.) Any difference which may arise between the Company and the Harrow Company under this enactment or with reference thereto and which is not herein-before otherwise especially provided for shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.

43. Whereas divers mains pipes services and other works belonging to and now in use by the Grand Junction Waterworks Company (in this section called "the water company") for the purpose of their water supply will or may in the execution of the works by this Act authorised be intersected or otherwise interfered with Therefore the following provisions shall have effect:—

For the protection of the Grand Junction Waterworks Company.

(1.) All works matters or things which the Company may be empowered or required to do or execute with reference to the mains pipes services culverts or other works of the water company or to any mains pipes or services which may be substituted for the now existing mains pipes or services shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the water company. Such works matters or things shall not be commenced till after 14 days' notice thereof in writing shall have been given by the Company to the water company:

(2.) The Company shall bear the expenses of and incident to the superintendence and watching by the water company or their engineer or officers of all or any of the works by this Act authorised during the progress and until the completion of the same and by which any main pipe service culvert or work of the water company shall be interfered with:

(3.) If any interruption whatsoever in the supply of water by the water company shall be in anyway occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall fully compensate the water company for any damage or loss which may be sustained

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by them in consequence of such interruption and if the Company fail to pay to the water company that compensation on demand the same may be recovered with full costs of action by the water company by proceeding in any court of competent jurisdiction :

- (4.) The expense of all repairs or renewals of any main pipe service or culvert of the water company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them shall be borne and paid by the Company and may be recovered against them by the water company in any court of competent jurisdiction :
- (5.) The water company and their engineer and workmen may at all reasonable times when necessary enter upon the railway and works by this Act authorised for the purpose of laying and maintaining and may lay and maintain any mains pipes services or other works needful or proper for carrying on their supply of water through under or over the said railway and works and in every case in which the works of the Company shall interfere with the mains and pipes of the water company the Company shall give every reasonable facility for provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size. Provided always that the water company shall in the exercise of these powers do as little damage as possible to the said railway and works :
- (6.) In constructing the railway and works by this Act authorised where the same will cross or interfere with the culvert of the water company situate in the property numbered on the deposited plans 78 in the parish of St. John Hampstead the Company shall to the reasonable satisfaction of the engineer for the time being of the water company make and maintain at the expense of the Company due and effectual provision for the carrying off of the water by the said culvert from the reservoir of the water company adjoining the said property (either by means of a syphon or pipe under the said railway and works or by a pipe or drain within the fences of and by the side of the railway) and the Company shall indemnify and hold harmless the water company from and against all actions or other proceedings and from and against all claims and demands in respect of any damage caused or alleged to be caused by the flow of water from the said culvert by reason of any act or omission of the Company or of their contractors agents workmen or

servants or any person in the employ of them or any or either of them : A.D. 1884.

- (7.) If any difference shall arise between the Company or their engineer and the water company or their engineer on any question matter or thing under the provisions of this Act or any Act incorporated therewith such difference shall be referred to and determined by an engineer to be agreed upon by the engineers of the Company and the water company or failing agreement by an engineer to be appointed on the application of the Company or the water company or the engineer of either of those companies by the President for the time being of the Institution of Civil Engineers and the costs and expenses of the reference shall be borne and paid as the engineer agreed upon or appointed as aforesaid shall direct :
- (8.) Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the water company.

44. The following provisions shall take effect for the protection of Henry Horace Powell Cotton his heirs and assigns and of the trustees for the time being of an indenture of settlement dated the 18th day of December 1865 :— For the protection of Henry Horace Powell Cotton and others.

(1.) The Company in constructing the railway through the estate and lands of the said Henry Horace Powell Cotton and of the said trustees shall be limited as to their compulsory powers of purchase to so much of the said estate and lands as is delineated and coloured red upon a map or plan signed in duplicate by Edward Richards the engineer to the Company and by Philip Debell Tuckett on behalf of the said Henry Horace Powell Cotton and of the said trustees :

(2.) The railway for a distance of two hundred and eighty-eight yards immediately north of Mill Lane shall be constructed in tunnel the level of the rails therein shall not be higher than that shown in the deposited section and the height of the tunnel shall not exceed fourteen feet in the clear above the rails. The roof of the tunnel shall be constructed of ample strength to carry houses and other buildings that may be built thereon. For the purpose of forming the tunnel the Company shall be at liberty within the period limited in their Act for making and completing the railway after giving a notice to treat to take temporary possession of a strip of land not exceeding thirty-three feet in width and to retain the same for a period not exceeding nine calendar months during which period they shall complete the said tunnel and restore the

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surface of the land as nearly as possible to its former state and at the expiration of such period the said strip of land shall be restored to the said trustees and to the said Henry Horace Powell Cotton his heirs or assigns or to the person for the time being entitled to possession of the same under the said settlement subject only to an easement of a right of way through the said tunnel to be granted to the said Company in perpetuity and the Company shall at all times keep the said tunnel in thorough repair so as to allow of the full and free enjoyment by the said Henry Horace Powell Cotton his heirs or assigns or the person or persons so entitled to possession thereof under the said settlement as aforesaid of the surface land over the said tunnel :

- (3.) The railway to the south of Mill Lane so far as the said estate and lands extend shall be erected upon a viaduct :
- (4.) The railway shall be fenced in on both sides through the said estate and lands with brick walls or close oak paled fences not less than five feet above the ground level :
- (5.) The compensation to be paid by the Company for the before mentioned easement as well as for the land taken and for all consequential damage and severance shall be determined in the same manner as in the case of lands taken otherwise than by agreement under the Lands Clauses Consolidation Act 1845 and any claim which the said Henry Horace Powell Cotton his heirs or assigns or the said trustees might otherwise have had for compensation or otherwise by reason of the making of the railway through their said estate and lands shall not be affected or prejudiced by reason of any of the provisions in this Act contained for their protection and the full liberty of the said Henry Horace Powell Cotton his heirs and assigns and the said trustees to deal with the said lands in any way they may think proper until a notice to treat shall have been given or served upon them by the Company shall not be interfered with by the foregoing provisions :
- (6.) The Company shall pay to the said Henry Horace Powell Cotton and to the said trustees all their costs charges and expenses incurred in and about their opposition to the passing of this Act and consequent thereon.

For the protection of the Misses Metcalfe.

45. The following provisions for the protection of Anna Sophia Metcalfe and Fanny Metcalfe shall be observed and carried into effect that is to say :—

- (1.) In this section the expression "the owners" shall mean the said Anna Sophia Metcalfe and Fanny Metcalfe and their suc-

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(B.) A sufficient post and rail fence six feet high on the west side of the railway and such fences shall be for ever thereafter maintained by and at the expense of the Company:

(7.) The Company shall not in constructing the railway take any land to the eastward of the line shown on the said signed plan and marked C. D.:

(8.) The Company shall in such manner as shall be reasonably required by the owners plant and maintain with evergreen trees and shrubs the slopes on the east side of the embankments and cuttings of their railway where the same passes through the owners land:

(9.) In case of any difference or dispute arising between the owners and the Company touching or concerning the true intent and meaning of this section or the construction or carrying into effect of any of the works matters or things required to be done or performed by the Company under this section the same shall be referred to and settled by an engineer or other fit person to be nominated as referee by the Board of Trade on the application of either party and the expenses of the reference shall be borne and paid as the said referee may direct.

For the protection of William Thomas Harland.

46. In the event of the Company constructing the railway they may and shall purchase under the powers of this Act all the estate right title and interest of William Thomas Harland as mortgagee in possession of and in the two messuages or tenements and dwelling-houses curtilages and premises known as numbers 43 and 45 Iverson Road Kilburn.

Lands for extraordinary purposes.

47. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed one acre.

Period for compulsory purchase of lands.

48. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Notice to be given of taking houses of labouring classes.

49. The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a

cessors in title the expression "signed plan" shall mean the plan signed in triplicate by the Right Honourable the Earl of Milltown the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (of which plans one copy shall be deposited in the office of the Clerk of the Parliaments and the others shall be retained respectively by the Company and the owners) and the expression "the owners land" shall mean the land now belonging or reputed to belong to the owners :

- (2.) The Company shall not construct any part of any station or siding or bridge or any approach thereto or works connected with or for the purposes of a station siding bridge or approach upon or over any part of the owners land :
- (3.) In making any station on land adjoining or contiguous to the owners land on the southern side thereof the Company shall make such station on the southern side of the road forming the approach to the same and shall not erect any works or buildings between the owners land and the said approach :
- (4.) The Company shall make and maintain an ornamental span under the railway at two miles fifty-seven chains on the deposited plans and such span shall have a clear width of not less than twelve feet and a height of not less than fourteen feet with such gates at each end as the owners shall reasonably require :
- (5.) In the event of the Company making a road from Golders Green Road at a point near the Swan public house to a station to be erected at or about the distance of two and a half miles from the commencement of the railway they shall if required by the owners build a wall eight feet high above the level of the road and a brick and a half thick on land to be provided by the owners free of cost along the northern side of the said road from the corner of the stables belonging to the owners to the commencement of the approach to the bridge over the railway at the said station and the Company shall erect and maintain on the northern side of the said approach a close oak park fence seven feet high above the level of the road and a screen seven feet high on the northern side of the said bridge :
- (6.) Before the Company begin to construct their railway or works through the owners land they shall erect and maintain between the said railway and the owners land not acquired by the Company the following fences viz. :—
 - (A.) A six feet close oak fence on the east side of the railway :

justice that it has been proved to his satisfaction that they have so made known their intention. A.D. 1884.

50. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers who may for the time being be occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such persons otherwise agree) procure sufficient accommodation elsewhere for such persons: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice: The Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Company to procure accommodation for persons of the labouring classes to be displaced.

51. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to owners to sell easements.

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

Period for completion of works.

53. If the Company fail within the period limited by this Act to complete the railway they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and open for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the

Penalty imposed unless the railway is opened within the time limited.

A.D. 1884.

provisions of the next following section of this Act or by the solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and 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 and with the privity of Her Majesty's Paymaster-General for the time being for and on behalf of the Supreme Court of Judicature in the bank named in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

54. 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 may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who may 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 shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have 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 be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division of the High Court of Justice in England thinks fit to order on the application of the solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part (in the discretion of the court) be paid or

transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof. A.D. 1884.

55. The Company may demand and take any tolls and charges in respect of the railway hereby authorised and the conveyance of traffic thereon not exceeding the tolls and charges which the Company are authorised to take by the Metropolitan Railway Act 1854 and the provisions and regulations of that Act with respect to tolls and charges and with respect to passengers' luggage shall in all other respects extend and apply to the undertaking hereby authorised. Tolls on railways.

56. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him. But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid-up.

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

58. Nothing in this Act shall exempt the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. Provision as to general railway Acts.

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

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