CHAPTER lxxxiii.

An Act for conferring powers on the Kensington and Knightsbridge Electric Lighting Company Limited and the Notting Hill Electric Lighting Company Limited jointly and severally to acquire lands and to erect and work generating stations and for other purposes. A.D. 1899.

[13th July 1899.]

WHEREAS the Kensington and Knightsbridge Electric Lighting Company Limited (herein-after called "the Kensington Company") is by the Kensington and Knightsbridge Electric Lighting Order 1889 and by the Kensington Knightsbridge and Chelsea Electric Lighting Act 1893 authorised to supply electrical energy within the respective portions of the respective parishes of St. Mary Abbotts Kensington and St. Margaret Westminster in the county of London which are described in the First Schedule to the said Order and in the said Act and under the provisions of that Order and Act is now supplying electrical energy accordingly:

And whereas the Notting Hill Electric Lighting Company Limited (herein-after called "the Notting Hill Company") is by the Notting Hill Electric Lighting Orders 1889 and 1895 authorised to supply electrical energy within such other portion of the said parish of St Mary Abbotts Kensington as is described in the First Schedules to those Orders respectively annexed and under the provisions of those Orders is now supplying electrical energy accordingly:

And whereas the Kensington Company has acquired certain properties at Chapel Place Brompton Road in the said parish of St. Mary Abbotts Kensington and has erected thereon works for generating electrical energy and has also acquired other properties or interests in other properties within such parish for the purposes of its undertaking:

A.D. 1899.

And whereas the Notting Hill Company has acquired certain properties at Bulmer Place Notting Hill in the said parish of St. Mary Abbotts Kensington and has erected thereon works for generating electrical energy for the purpose of its undertaking:

And whereas the demand for the supply of electrical energy within the respective areas supplied and authorised to be supplied by the Kensington Company and the Notting Hill Company (herein-after called "the Two Companies") has increased and is increasing very rapidly and in order to enable the Two Companies to meet this demand it is expedient that they should be authorised to provide additional station accommodation:

And whereas it will conduce to the convenience of those who use the electrical energy in the respective areas of supply of the Two Companies that the Two Companies should be authorised to jointly acquire the lands described in the First Schedule to this Act and thereon to erect generating and transforming stations and to supply therefrom electrical energy to their respective distributing stations within their respective areas of supply and for that purpose to lay down electrical mains from the last-mentioned lands to connexions with their several distributing stations and mains within their respective areas of supply:

And whereas for the purpose of enabling the Two Companies to lay down the main or mains for the purposes aforesaid it is expedient that the Two Companies should be empowered to construct and maintain a subway under the West London Railway and the Hammersmith and City Railway between the said lands described in the said First Schedule and some point within the area of supply of the Notting Hill Company:

And whereas it is expedient that the Two Companies should be authorised to enter into and carry into effect agreements as herein-after mentioned:

And whereas in order to further enable the Kensington Company to provide additional station accommodation it is expedient that power be conferred upon the Kensington Company to purchase and acquire the lands described in the Second Schedule to this Act and thereon to erect generating and transforming stations and to use the same for the purposes of generating and transforming electrical energy and of supplying and distributing such energy in their area of supply:

And whereas in order to further enable the Notting Hill Company to provide additional station accommodation it is expedient that power be conferred upon the Notting Hill Company to purchase and acquire the lands described in the Third Schedule to this Act

and thereon to erect generating and transforming stations and to use the same for the purposes of generating and transforming electrical energy and of supplying and distributing such energy in their area of supply:

And whereas it is also expedient that each of the Two Companies should have such additional powers as are herein-after mentioned:

And whereas plans and sections of the subway by this Act authorised and plans of the lands which may be taken under the powers of this Act together with a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers have been deposited with the clerk of the peace for the county of London and such plans sections and book of reference are in this Act referred to as the deposited plans sections and book of reference respectively:

And whereas the objects of this Act 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:—

Short title.

1. This Act may be cited as the Kensington and Notting Hill Electric Lighting Companies Act 1899.

Incorporation of Acts.

2. The Lands Clauses Acts and the Electric Lighting Acts 1882 and 1888 are except where expressly varied by this Act incorporated with and form part of this Act.

Interpretation.

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

Correction of errors &c. in deposited plans and book of reference.

4. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown upon the deposited plans or specified in the deposited book of reference the Two Companies or either of them as the case may require after giving ten days notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of London for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of

A.D. 1899.

the peace for the county and a duplicate thereof shall also be deposited with the vestry clerks of the parishes of Hammersmith and St. Mary Abbotts Kensington and such certificate and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Two Companies or either of them as the case may be to take the lands and execute the works in accordance with such certificate.

Power jointly to take lands and erect generating stations thereon and generate and distribute electrical energy.

5. The Two Companies jointly or severally or either of them with the consent of the other may enter upon take hold and use the lands delineated on the deposited plans and described in the deposited book of reference and in the First Schedule to this Act and may thereon or on any part thereof jointly erect maintain work and use a station or stations for generating transforming and distributing electrical energy with all necessary plant machinery works and conveniences for that purpose and may on such lands generate and transform such energy accerdingly and may respectively distribute such energy in such proportions and manner as the Two Companies may from time to time determine for the purpose of supply within their respective areas of supply as for the time being authorised or for giving effect to any agreement made under the provisions of this Act Provided that nothing in this Act contained shall authorise either of the Two Companies to supply electrical energy within the authorised area of supply of the other of them Provided always that the Two Companies shall not without the consent of the vestry of the parish of St. Mary Abbotts Kensington purchase or acquire any greater portion of the lands numbered on the deposited plans 1 in the parish of Hammersmith than is shown and coloured red on the plan signed by William Chambers Leete on behalf of the said vestry and by Herbert Woodville Miller on behalf of the Two Companies.

Mains between lands in First Schedule and Notting Hill Company's area of supply and a subway under West London Railway and Hammersmith and

6. The Two Companies in the line or within the limits shown on the deposited plans may jointly or severally make lay down and maintain electric mains together with any necessary or proper conduits tubes boxes works and conveniences and appliances between the said lands described in the First Schedule to this Act and any point within the said area of supply of the Notting Hill Company and for the purposes aforesaid may in the line and according to the levels shown on the deposited plans and sections construct and maintain a subway commencing in the lands described in the said First Schedule and passing under the West London Railway and the Hammersmith and City Railway and terminating

in Hunt Street in the said parish of Hammersmith and having an entrance thereto in that street and may place carry and maintain the said electric mains appliances and things along and in the said subway The station and works for the time being constructed under this or the last preceding section are in this Act referred to as "the joint station." A.D. 1899. City Railway.

7. For the further protection of the vestry of the parish of Hammersmith (in this section called "the vestry") the following provisions shall have effect (that is to say):— For further protection of Hammersmith Vestry.

(A) Before the Two Companies or either of them open or break up any street road footpath bridge sewer or drain in the parish of Hammersmith they shall give to the vestry notice in writing of their intention to open or break up the same not less than three clear days before commencing such work except in cases of emergency arising from defects in any of the pipes or other works and then so soon as possible after the commencement of such work or the necessity for the same shall have arisen:

(B) No such street road footpath bridge sewer or drain shall except in case of emergency as aforesaid be opened or broken up except under the supervision of the vestry:

(C) When the Two Companies or either of them open or break up the road or pavement of any street road footpath bridge sewer or drain in the said parish they shall proceed with all convenient despatch to complete the work and fill in the ground and reinstate and make good the road or footpath so opened or broken up and carry away the refuse soil and rubbish occasioned thereby and shall at all times whilst any such road or pavement shall be so opened or broken up cause the same to be fenced guarded and lighted and shall keep the same in good repair for three months thereafter and for such further time (if any) not being more than twelve months in the whole as the soil so broken up shall continue to subside under penalty in default of the observance and performance of any of the liabilities above mentioned of forfeiting to the vestry a sum not exceeding five pounds for every such offence and an additional sum of five pounds for each day during which the default shall continue such penalties to be recoverable in a summary manner:

(D) If the Two Companies or either of them shall make any delay default or omission in complying with the above-mentioned provisions the vestry may cause the work so delayed or omitted to be done to be executed by their own surveyor and the

A.D. 1899.

expense of executing the same shall be repaid to the vestry by the Two Companies or one of them and such expense may be recovered in the same way as the said penalties.

For protection of Great Western and London and North Western Railway Companies.

8. For the protection of the Great Western Railway Company and the London and North Western Railway Company (in this section called "the railway companies") as joint owners of the West London Railway the following provisions shall have effect (that is to say):—

(1.) The Two Companies shall construct the subway and the works incidental thereto by this Act authorised in the position and manner and in all respects in accordance with the plan signed in duplicate by Herbert Woodville Miller on behalf of the Two Companies and Francis Stevenson on behalf of the railway companies and shall not enter upon or interfere with the West London Railway of the railway companies or any of the lands or works of those companies or execute any works whatever under over or affecting the same until the Two Companies shall have delivered to the railway companies detailed drawings and specifications of such intended works and those drawings and specifications have been approved in writing by the principal engineers of the railway companies or in the event of their failure for fourteen days after the delivery of the drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Two Companies by the Board of Trade and all the intended works shall be executed by the Two Companies at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineers of the railway companies or in case of difference of an engineer to be appointed by the Board of Trade:

(2) In constructing the subway by this Act authorised the same shall be effected in such a manner as not to injure the stability of the railway and works of the railway companies in any way whatever and should it be necessary in constructing the said subway or in consequence of the construction thereof for the railway companies to alter or remove the telegraph posts and wires on or connected with the West London Railway or some of them at or near to the said subway the Two Companies shall bear and on demand pay to the railway companies the expense of and connected with such alteration and removal of restoring the same to their former or placing them in a different position or of substituting other telegraph posts and wires therefor:

(3) The Two Companies shall bear and on demand pay to the railway companies the reasonable expenses of the employment by them during the making of the subway by this Act authorised under and adjacent to the West London Railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Two Companies with reference thereto or otherwise:

(4) Notwithstanding anything in this Act contained the Two Companies shall from time to time be responsible for and make good to the railway companies all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on the West London Railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Two Companies or of any persons in their employ or of their contractors or otherwise and the Two Companies shall effectually indemnify and hold harmless the railway companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission:

(5) The Two Companies shall at their sole expense at all times maintain the said subway by this Act authorised under the West London Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineers of the railway companies and if and whenever the Two Companies fail so to do after one month's notice from the railway companies for that purpose or in case of urgency the railway companies may make and do in and upon as well the land of the Two Companies as their own lands all such works and things as they shall think requisite in that behalf for ensuring such repairs and the sum from time to time certified by their engineers to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Two Companies:

(6) In constructing the subway by this Act authorised the Two Companies shall leave undisturbed at all times the lines of railway and other works connected therewith of the West London Railway and shall not in any way obstruct or interfere

A.D. 1899.

with the traffic passing along the West London Railway and if by reason of any works or proceedings of the Two Companies there shall be any obstruction or interference with the West London Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Two Companies shall pay to the railway companies the sum of twenty pounds per hour during which any such obstruction or interference shall continue:

(7) Except for the purpose of the said subway the Two Companies shall not without the consent in writing under the common seals of the railway companies take or acquire any land of the railway companies or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to or authorise or enable the Two Companies to take or enter upon or use either temporarily or permanently any of the lands of the railway companies or to alter vary or interfere with the West London Railway or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the subway by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the railway companies under their respective common seals And with respect to any lands of the railway companies which the Two Companies are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such subway or otherwise the Two Companies shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Two Companies might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

(8) The Two Companies shall pay to the railway companies by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement:

(9) If any dispute shall arise between the railway companies and the Two Companies respecting the matters and provisions

aforesaid or any of them such dispute shall save as is hereinbefore otherwise provided be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

For protection of Great Western and Metropolitan Railway Companies.

9. For the protection of the Great Western Railway Company and the Metropolitan Railway Company (in this section called "the railway companies") as joint owners of the Hammersmith and City Railway the following provisions shall have effect (that is to say):—

(1) The Two Companies shall construct the subway and the works incidental thereto by this Act authorised in the position and manner and in all respects in accordance with the plan signed in duplicate by Herbert Woodville Miller on behalf of the Two Companies and James Charles Inglis on behalf of the railway companies and shall not enter upon or interfere with the Hammersmith and City Railway of the railway companies or any of the lands or works of those companies or execute any works whatever under over or affecting the same until the Two Companies shall have delivered to each of the railway companies detailed drawings and specifications of such intended works and those drawings and specifications have been approved in writing by the principal engineers of the railway companies or in the event of their failure for fourteen days after the delivery of the drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Two Companies by the Board of Trade and all the intended works shall be executed by the Two Companies at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineers of the railway companies or in case of difference of an engineer to be appointed by the Board of Trade:

(2) In constructing the subway and works by this Act authorised the same shall be effected in such a manner as not to injure the stability of the railway and works of the railway companies in any way whatever and should it be necessary in constructing the said subway and works or in consequence of the construction thereof for the railway companies to alter or remove the telegraph posts and wires on or connected with the Hammersmith and City Railway or some of them at or near to the said subway the Two Companies shall bear and on demand pay to the railway companies the expense of and

A.D. 1899.

connected with such alteration and removal and of restoring the same to their former or placing them in a different position or of substituting other telegraph posts and wires therefor:

(3) The Two Companies shall bear and on demand pay to the railway companies the reasonable expense of the employment by them during the making of the subway and works by this Act authorised under and adjacent to the Hammersmith and City Railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Two Companies with reference thereto or otherwise:

(4) Notwithstanding anything in this Act contained the Two Companies shall from time to time be responsible for and make good to the railway companies all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on the Hammersmith and City Railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Two Companies or of any persons in their employ or of their contractors or otherwise and the Two Companies shall effectually indemnify and hold harmless the railway companies from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission:

(5) The Two Companies shall at their sole expense at all times maintain the said subway and works by this Act authorised under or adjacent to the Hammersmith and City Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineers of the railway companies and if and whenever the Two Companies fail so to do after one month's notice from the railway companies or either of them for that purpose or in case of urgency the railway companies or either of them may make and do in and upon as well the land of the Two Companies as their own lands all such works and things as they shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by their engineers or either of them to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Two Companies:

(6) In constructing the subway and works by this Act authorised the Two Companies shall leave undisturbed at all times the lines of railway and other works connected therewith of the Hammersmith and City Railway and shall not in any way obstruct or interfere with the traffic passing along the Hammersmith and City Railway and if by reason of any works or proceedings of the Two Companies there shall be any obstruction or interference with the Hammersmith and City Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Two Companies shall pay to the railway companies the sum of twenty pounds per hour during which any such obstruction or interference shall continue:

(7) Notwithstanding anything shown on the deposited plans and sections the Two Companies shall not without the consent in writing under the common seals of the railway companies construct or make on the property of the railway companies any hut or entrance to the said subway and except for the purpose of the said subway the Two Companies shall not without such consent in writing as aforesaid take or acquire any land of the railway companies or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Two Companies to take or enter upon or use either temporarily or permanently any of the lands of the railway companies or to alter vary or interfere with the Hammersmith and City Railway or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the subway by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the railway companies under their respective common seals. And with respect to any lands of the railway companies which the Two Companies are by this Act authorised to purchase take use enter upon or interfere with for the purpose of such subway and works or otherwise the Two Companies shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the same Companies might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment:

A.D. 1899.

(8) The Two Companies shall pay to the railway companies for the purchase of or as compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement:

(9) If any dispute shall arise between the railway companies and the Two Companies respecting the matters and provisions aforesaid or any of them such dispute shall save as is hereinbefore otherwise provided be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

As to electric signalling apparatus of railway companies.

10.—(1) The Two Companies shall before commencing to lay or construct electric mains or any conduit tubes boxes works conveniences and appliances by this Act authorised to be laid down or constructed which shall be in proximity to any electric or telephonic signalling apparatus of the Great Western Railway Company and the London and North Western Railway Company as joint owners of the West London Railway nor of the Great Western Railway Company and Metropolitan Company as joint owners of the Hammersmith and City Railway or of any or either of such companies give to such railway company seven days notice of their intention so to do which notice shall specify the course nature and gauge of the said mains and works and the amount and nature of the currents intended to be sent along the same and the extent and manner in which earth returns (if any) may be used and the Two Companies shall conform to such reasonable requirements as may be made by the railway company affected for preventing injury to such signalling apparatus as aforesaid The provisions of this subsection shall apply to any alteration in the amount or nature of the current to be sent along the said mains.

(2) The Two Companies shall pay the cost of such additions to or alterations in the earth or metallic circuits of any of the said railway companies as such railway company may reasonably consider necessary to prevent interference with their signals and apparatus by reason of the laying of electric mains and other works apparatus and conveniences.

(3) If any loss or damage be caused to any of such railway companies by reason of the use of the said mains or works for the conveyance of electric energy the Two Companies shall make good the same.

(4) Any difference which may arise between the Two Companies and any of such railway companies under this section shall be settled by arbitration.

Power for Kensington Company to construct and maintain in Notting Hill Company's area of supply connecting mains.

11. The Kensington Company may make lay down and maintain in under or through any streets or roads in the said area of supply of the Notting Hill Company all such electric mains together with all such conduits tubes boxes works and conveniences or appliances as may be necessary or proper for effectually connecting any electric main or mains laid under the last preceding section of this Act with any electric main or mains or other works laid or constructed or to be laid or constructed in the area of supply of the Kensington Company as for the time being existing and for all or any of the purposes of this section the Kensington Company may exercise within the said area of supply of the Notting Hill Company all or any of the powers conferred upon the Kensington Company by or by virtue of the Kensington and Knightsbridge Electric Lighting Order 1889 with respect to the making laying or maintenance of any electric mains and other appliances within the area of supply mentioned in that Order in the same manner (as nearly as may be) as if the mains and appliances hereby authorised to be made or constructed were situate within the last-mentioned area of supply.

Certain provisions of existing Orders to apply to works under this Act.

12. The provisions contained in the Kensington and Knightsbridge Electric Lighting Order 1889 and in the Notting Hill Electric Lighting Order 1889 respectively under the headings herein-after mentioned (that is to say) :—

Nature and mode of supply;
Works (except sections 11 and 12 of the said Orders respectively);
Testing;
Meters and apparatus; and
Notices &c.;

and sections 76 and 82 of the same Orders and section 10 of the Notting Hill Electric Lighting Order 1895 shall extend and apply to all works to be executed by the Two Companies or either of them under the authority of this Act.

Transmission of electric current from joint station by means of mains to

13. Either of the Two Companies may subject to the provisions of section 19 of the Kensington and Knightsbridge Electric Lighting Order 1889 and section 19 of the Notting Hill Electric Lighting Order 1889 use any of its mains cables or wires and any mains cables or wires of the other Company connected therewith for the transmission of electrical energy from the joint station to

A.D. 1899.

distributing stations of the Two Companies.

the several distributing stations of such Company in its area of supply as for the time being authorised and may use the joint station for the purpose of supplying electrical energy within such area or to the House-to-House Company.

Arrangements between the Two Companies as to raising capital for joint station and working and ownership of such station.

14. The Two Companies may enter into make carry out vary modify and cancel any agreements or arrangements between the Two Companies with respect to all or any of the following matters or things namely :—

The acquisition and ownership of the joint station and of the site thereof or of any part thereof ;

The mode of raising and repaying the capital required for the acquisition of such site or the construction of the joint station and for providing for the payment of interest on such capital ;

The construction maintenance and working of the joint station and the distribution between the Two Companies of the electrical energy generated at such station :

And the Two Companies may cause the joint station and the site thereof to be vested in any persons or corporation as trustees in any manner and upon and with and subject to any powers conditions and provisions which the Two Companies may think fit for the purpose of securing the payment of any debenture stock or other loan issued or made or to be issued or made by the Two Companies for the purpose of raising all or any part of such capital and any interest or sinking fund on or connected with any such debenture stock or other loan but nothing in this section shall relieve the Two Companies or either of them from any liabilities obligations or restrictions under an agreement dated the twelfth day of April one thousand eight hundred and ninety-nine between the Hammersmith vestry and the Two Companies or any other liabilities obligations or restrictions which they may be under with respect to the user of the joint station and the site thereof.

Power for Kensington Company to take lands in Second Schedule and to use same for generating electrical energy.

15. The Kensington Company may enter upon take hold and use the lands delineated on the deposited plans and described in the deposited book of reference and in the Second Schedule to this Act and may upon such lands or on any part thereof erect maintain work and use all necessary and convenient plant machinery buildings works and conveniences for generating transforming and distributing electrical energy and may generate transform and distribute such energy accordingly for the purpose of supply within its area of supply as for the time being authorised.

Power for Notting Hill Company

16. The Notting Hill Company may enter upon take hold and use the lands delineated on the deposited plans and described in the

deposited book of reference and in the Third Schedule to this Act and may upon the same lands or upon any adjoining or other lands or property now belonging to the Notting Hill Company and occupied or used as a generating station or on any part thereof respectively erect maintain work and use all necessary and convenient plant machinery buildings works and conveniences for generating transforming and distributing electrical energy and may generate transform and distribute such energy accordingly for the purpose of supply within its area of supply as for the time being authorised:

to take lands in Third Schedule and to use same for generating electrical energy.

Provided always that the Notting Hill Company shall not use any parts of the lands and buildings known as Nos. 131 and 133 in Lancaster Road and No. 41 in St. Mark's Road Notting Hill for the purpose of generating electricity without the licence in writing under seal of the vestry of the parish of St. Mary Abbotts Kensington and shall not without such licence erect any shaft or chimney otherwise than for domestic purposes upon any part of the said lands.

Setting back of buildings.

17. Before the Notting Hill Company commence to construct any building upon any part of the lands lying between Bulmer Place and High Street Notting Hill or fronting on High Street Notting Hill acquired under the authority of this Act they shall give notice to the London County Council in writing of their intention to commence the construction of such building and describing the site thereof and the Notting Hill Company shall not commence any such building until they have given such notice and the London County Council may at any time within three months after such notice has been given to them require that such building shall be set back so as to secure increased width of thoroughfare and space in front of the building to such an extent (if any) and on such terms as in default of agreement between the London County Council and the Notting Hill Company may be determined to be proper and reasonable by an arbitrator to be appointed on the application of either of them by the President of the Institution of Civil Engineers and the Notting Hill Company shall thereupon set the same back accordingly.

Buildings not to be brought beyond general line &c.

18. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Two Companies or either of them to encroach upon any part of the surface of any street or footway or without the consent of the London County Council to erect or maintain any building beyond the general line of building in any street.

A.D. 1899.

Power to take easements &c. by agreement.

19. 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 Two Companies or either of them any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

20. The powers by this Act conferred upon the Two Companies or either of them for the compulsory purchase of lands shall cease after the expiration of three years after the passing of this Act.

Restrictions on displacing persons of labouring class.

21.—(1) The Two Companies or either of them shall not under the powers of this Act purchase or acquire in any parish in the administrative county of London (in this section referred to as "London") twenty or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until they—

(A) Shall have obtained the approval of the Secretary of State for the Home Department to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the said Secretary of State shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the said Secretary of State for the carrying out of the scheme.

(2) The approval of the said Secretary of State to any scheme under this section may be given either absolutely or conditionally and after the Secretary of State has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme

to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the said Secretary of State may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State may have approved of any scheme or of any modifications of any scheme or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Secretary of State out of the High Court.

(5) If the two Companies or either of them acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Two Companies or either of them may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require.

(7) The Two Companies or either of them may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Two Companies or either of them in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

A.D. 1899.

Provided also that the said Secretary of State may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(8) All buildings erected or provided by the Two Companies or either of them in London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Companies or Company exercising the powers of this Act shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the two Companies or either of them and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State under the powers of any previous Act relating to the Two Companies or either of them shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others

except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Agreements.

22. The Two Companies or either of them may enter into and carry into effect agreements with the West London Railway Company the Great Western Railway Company the London and North Western Railway Company and the Central London Railway Company and the House-to-House Electric Light Supply Company Limited and the vestries of the parishes of St. Mary Abbotts Kensington and Hammersmith or any or either of them with respect to lighting the streets of the said parishes and with respect to the supply of electrical energy and any other matters connected with or arising out of or which may facilitate the carrying out of the objects and purposes of this Act.

Application of funds.

23. Each of the Two Companies may for any of the purposes of this Act to which capital is properly applicable apply any moneys for the time being in their hands or which they for the time being have power to raise.

Copies of Act to be registered.

24. Each of the Two Companies shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the defaulting Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of such Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

Expenses of Act.

25. The costs charges and expenses preliminary to and 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 Two Companies in such shares as may be agreed upon between them or in default of and subject to any such agreement in equal shares.

A.D. 1899.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Certain lands in the parish of Hammersmith in the county of London containing three acres and two roods or thereabouts belonging or reputed to belong to the vestry of the parish of St. Mary Abbotts Kensington situate between the West London Railway and the Hammersmith and City Railway and bounded on the north by other land belonging or reputed to belong to the vestry of St. Mary Abbott Kensington on the west by land belonging or reputed to belong to the Central London Railway Company and on the south and east by the land belonging or reputed to belong to the West London the Great Western and the London and North Western Railway Companies or one of them together with a right or easement of using for the purposes of traffic of every description the road leading from the said lands to Wood Lane:

And also certain land in the same parish belonging or reputed to belong to the Hammersmith and City Railway Company situate on the south side of Hunt Street and lying between the last house westwards on the south side of Hunt Street and the lines of the said railway company and bounded on the east by the said last house in Hunt Street and on the other three sides by land of the said railway company.

SECOND SCHEDULE.

Certain lands and buildings in the parish of St. Mary Abbotts Kensington containing twenty-six thousand square feet or thereabouts bounded on the south side by Brompton Road on the north side by Chapel Place and on the west side by the houses and premises known as No. 154 Brompton Road and No. 25 Chapel Place and on the east side by the houses and premises known as No. 132 Brompton Road and Nos. 1 and 3 Chapel Place.

THIRD SCHEDULE.

Certain lands and buildings situate in the parish of St. Mary Abbotts Kensington containing nineteen poles or thereabouts known as Nos. 1 2 3 4 5 6 and 7 in Bulmer Place Notting Hill and lying on the east side of and adjoining the existing electrical station of the Notting Hill Company and bounded as follows (that is to say) On the north side thereof by Bulmer Place on the east side thereof by the house and premises known as 1A Bulmer Place on the south side thereof by the houses and premises known as Nos. 126 128 130 132 134 and 136 High Street and on the west side thereof by the said existing electrical station of the Notting Hill Company:

Also certain other lands and buildings situate in the same parish containing one rood and seven poles or thereabouts and known as Nos. 128 130 132 134 136 138 and 140 High Street Notting Hill and bounded as follows (that is to say) On the west side thereof by the houses stabling and premises known as Nos. 142 144 and 146 High Street on the south side thereof by the High Street on the east side thereof by the stabling and premises known as No. 126 High Street and on the north side thereof by the said existing electrical station of the Notting Hill Company and by the houses and premises known as Nos. 1 2 3 4 5 6 and 7 Bulmer Place:

Also certain other lands and buildings situate in the same parish containing thirty-three poles or thereabouts and known as Nos. 12 13 14 15 16 17 and 18 in Victoria Gardens and lying on the western side of and adjoining the said existing electrical station of the Notting Hill Company and bounded as follows (that is to say) On the west side thereof by Victoria Gardens on the east and north sides thereof by the premises of the said existing electrical station and on the south side thereof by the houses stabling and premises known as Nos. 144 146 and 150 High Street:

Also certain lands and buildings in the same parish containing three roods or thereabouts known as Nos. 131 and 133 in Lancaster Road and No. 41 in St. Mark's Road Notting Hill bounded as follows (that is to say) On the north side thereof by the Lancaster Road on the west side thereof by the house and premises known as No. 135 Lancaster Road on the east side thereof by the St. Mark's Road and on the south side thereof by the house and premises known as No. 39 St. Mark's Road and the stabling and premises known as No. 5 St. Mark's Mews and Nos. 7 and 8 Talbot Mews.

Printed by Eyre and Spottiswoode,
for
T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
Eyre and Spottiswoode, East Harding Street, Fleet Street, E.C.; or
John Menzies & Co., 12, Hanover Street, Edinburgh, and
90, West Nile Street, Glasgow; or
Hodges, Figgis, & Co., Limited 104, Grafton Street, Dublin.