CHAPTER ccxii.

An Act for making a Railway from the London and South Western Railway Company's Station at Surbiton to the Fulham Extension of the Metropolitan District Railway Company at Fulham and for other purposes. A.D. 1881.

[22nd August 1881.]

WHEREAS the railway in the counties of Surrey and Middlesex described in this Act would be of public advantage and it is expedient that a Company should be incorporated for making the same and for exercising the powers conferred by this Act in connection therewith:

And whereas plans and sections showing the lines and levels of the said railway (being the railway therein referred to as Railway No. 15) and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the counties of Surrey and Middlesex respectively and are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas plans and sections (in this Act referred to as "supplemental plans and sections") showing the line and levels of a railway intended as a deviation of part of the railway and also books of reference (in this Act called "supplemental books of reference") containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of the said deviation have also been deposited with the clerks of the peace for the counties of Surrey and Middlesex respectively:

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

May it therefore please your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and

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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 Kingston and London Railway Act 1881.

Incorporation of general Acts. 8 & 9 Vict. c. 16. 26 & 27 Vict. c. 118. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

2. The Companies Clauses Consolidation Act 1845 Parts I. and III. of the Companies Clauses Act 1863 relating respectively to cancellation and surrender of shares and to debenture stock the Lands Clauses Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Parts I. and III. of the Railways Clauses Act 1863 relating respectively to construction of a railway and working agreements are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act—

The expression "the incorporated Acts" means the Acts wholly or partially incorporated herewith.

Words and expressions to which meanings are assigned by the incorporated Acts have the same respective meanings.

The expressions "District Company" and "District Railway" mean respectively the Metropolitan District Railway Company and the Metropolitan District Railway;

The expressions "South Western Company" and "South Western Railway" mean respectively the London and South Western Railway Company and the London and South Western Railway;

The expression "the two companies" means the District Company and the South Western Company.

In this Act and the incorporated Acts—

The expression "the Company" means the Company incorporated by this Act;

The expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised;

The expression "superior courts" or "court of competent jurisdiction" or other like expression 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;

Unless in any of the above-mentioned cases there be something in the subject or context repugnant to such construction.

Interpretation of term "parish clerk."

4. The expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

Company incorporated.

5. The Right Honourable William Earl of Lovelace the Right Honourable William Hillier Earl of Onslow the Right Honourable Henry Thomas Lord Foley Sir Walter Rockliffe Farquhar Baronet and Frederick Lovell Keays and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Kingston and London Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railway.

6. 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 as altered by the supplemental plans and sections the railway hereinafter 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 books of reference and supplemental books of reference as may be required for that purpose The railway hereinbefore referred to and authorised by this Act is as follows:—

A railway 7 miles 4 furlongs and 5·8 chains in length commencing in the parish of Kingston-upon-Thames in the county of Surrey on the south side of the main line of the South Western Railway sixty-five yards or thereabouts from the down platform of the Surbiton Station and terminating in the parish of Fulham in the county of Middlesex by a junction with the Fulham Extension of the District Railway at or near the southern end of the platform of the Putney Bridge and Fulham Station.

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Provided always that nothing in this Act shall authorise or empower the Company to enter upon take or use either permanently or temporarily any land or property of the Governor and Company of Chelsea Waterworks (in this Act called "the Chelsea Waterworks Company") without the consent of that company in writing under their common seal.

Junction with South Western line and exchange station.

7. The Company shall make a junction with the South Western Railway at or near the commencement of the railway at a point within the limits of deviation defined on the deposited plans to be agreed upon between the Company and the South Western Company or failing agreement as may be fixed by the arbitrator named in the agreement set forth in the schedule to this Act and the provisions of the Railways Clauses Act 1863 with respect to junctions shall be applicable with respect to such junction and the Company may take and use for the purposes of a station all or any of the lands within the limits of deviation shown on the deposited plans and lying between the Glenbuch Road and the South Western Railway.

Capital.

8. The capital of the Company shall be six hundred and seventy-five thousand pounds in sixty-seven thousand five hundred shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

10. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and four-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

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

Power to borrow.

12. The Company may from time to time borrow on mortgage any sum not exceeding in the whole two hundred and twenty-five thousand pounds but no part thereof shall be borrowed until the whole capital of six hundred and seventy-five thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he

so certifies that the whole of such capital has been issued accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and 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 proofs aforesaid have been given which certificate shall be sufficient evidence thereof.

Appointment of a receiver.

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

Debenture stock.

14. The Company may create and issue debenturé 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 created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

15. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied to the purposes of this Act only.

First ordinary meeting.

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

Number of directors.

17. The number of directors shall be six exclusive of any director who may for the time being be appointed by the mayor aldermen and burgesses of the borough of Kingston on Thames (in this Act called the Kingston corporation) in pursuance of the power for that purpose contained in this Act but the Company may from time to time reduce the number appointed by the shareholders provided that the number be not less than three.

Qualification of directors.

18. The qualification of a director other than a director appointed by the Kingston corporation shall be the possession in his own right of not less than fifty shares.

Kingston corporation may appoint a director.

19. The Kingston corporation may from time to time by writing under their common seal appoint a person to be a director of the Company in addition to the directors appointed by the shareholders in the Company and may from time to time in like manner cancel such appointment and appoint another person to be a director in his place or in the place of a director dying or becoming incapable of acting or who shall cease to act and every such director shall have the same rights benefits and privileges as any other directors of the Company and shall not be liable to go out of office at the annual election of directors nor shall it be necessary for such director to hold shares or stock in the undertaking of the Company.

Quorum.

20. The quorum of a meeting of directors shall be three and if the number is reduced to three the quorum shall be two.

First directors.

21. The Right Honourable William Earl of Lovelace the Right Honourable William Hillier Earl of Onslow the Right Honourable Henry Thomas Lord Foley Sir Walter Rockliffe Farquhar Baronet and Frederick Lovell Keays and one person to be nominated by them or the majority of them and assenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

Works crossing South Western Railway.

22. The railway by this Act authorised and the works connected therewith where the same shall cross over the Richmond Railway of the South Western Company (hereinafter referred to as the Richmond line) the railway from Kingston-on-Thames and Norbiton to Wimbledon of the South Western Company (hereinafter called

the Norbiton line) and the main lines of the South Western Company shall be carried over such lines according to plans and sections to be reasonably approved by and to be prepared to the reasonable satisfaction in all respects of the engineer for the time being of the South Western Company and at the expense of the Company and such railway and works shall be so carried out and executed respectively by such means and in such manner only as not to interfere with the free uninterrupted and safe user of the South Western Company's lines or the working of the traffic thereon and the railway shall be so carried over the Richmond line the Norbiton line and the main lines by means of bridges with one span of fifty feet each or with two spans in each bridge of thirty feet each in each case the spans to be measured at right angles with the Richmond line the Norbiton line and the main lines respectively and shall give a clear headway for the whole length of the bridges of not less than fourteen feet six inches.

Bridges over South Western Railway.

23. The bridges or viaducts by which the railway by this Act authorised shall be carried over the Richmond Railway of the South Western Company (hereinafter called the Richmond line) the Kingston further Extension Railway of the South Western Company (hereinafter called the Norbiton line) or the main lines of the South Western Company near Surbiton and all works and conveniences connected therewith and all works executed on or within thirty yards of the South Western Company's property shall be made only according to plans elevations sections and specifications to be submitted by the Company to the engineer of the South Western Company and to be reasonably approved by him in writing under his hand but in the event of his failing to approve such plans elevations sections and specifications within one calendar month after the same shall be submitted to him then such plans elevations sections and specifications shall be referred to an engineer to be agreed upon or failing agreement as shall on the application of the Company be appointed by the President of the Institution of Civil Engineers for the time being.

Bridges and works to be maintained by Company &c.

24. The Company shall at all times maintain the bridges or other works by which the railway by this Act authorised shall be carried over the Richmond line the Norbiton line and the main lines respectively and also all such portions of the railway and works connected therewith as are executed on or within thirty yards of any property of the South Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the South Western Company and if

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and whenever the Company fail to do so the South Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the South Western Company think requisite in that behalf and the same from time to time certified by their engineer to be the reasonable amount of the expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the South Western Company from the Company in any court of competent jurisdiction Provided that except in case of urgency the South Western Company shall not execute or do any such works or things without giving to the Company at least six clear days notice in writing of their intention to execute or do the same if not forthwith executed or done by the Company to the intent that the Company if they should think fit may themselves and at their own expense execute and do such works and things.

No land of South Western Company to be taken without consent except for certain works.

25. The Company shall not without in every case the previous consent of the South Western Company in writing under their common seal take use enter upon or interfere with any of the lands belonging to the South Western Company excepting such part or parts thereof as may be necessary for making and maintaining the railway and works by this Act authorised.

Company to have an easement with respect to land of South Western Company required for railway.

26. With respect to any land of the South Western Company which the Company are by this Act from time to time authorised to use enter upon or interfere with the Company shall not purchase the same but the Company may purchase and take and the South Western Company may and shall sell and grant accordingly an easement and right of using the same for the purposes for which but for this enactment the Company might purchase the same.

Saving rights of South Western Company.

27. Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the South Western Company otherwise than is herein expressly provided.

Protection of Lambeth Waterworks Company.

28. For protection of the property works rights and interests of the company of proprietors of Lambeth Waterworks (in this Act called the Lambeth Waterworks Company) the following provisions shall notwithstanding anything in this Act have effect that is to say:—

1. So much of the railway by this Act authorised as will be constructed upon or over land belonging to the Lambeth Waterworks Company described in the deposited plans and sections as numbers 199 202 and 209 in the parish of Kingston-

upon-Thames in the county of Surrey or some or one of such numbers shall be carried by a viaduct or an arch or arches of not less than 10 feet clear headway above the present ground surface over the land of the Lambeth Waterworks Company so as not to prevent or hinder the Lambeth Waterworks Company from using and occupying a width under the railway equal to the width of the whole of their land where so crossed by the railway in the laying down of an additional main or additional mains whenever the same may be at any future time required by the Lambeth Waterworks Company and so also as not to prevent full and free access at all times to the mains already laid in such land or to any mains that may at any time and from time to time be laid there and the works of the Company where they cross the lands of the Lambeth Waterworks Company shall be constructed under the superintendence and to the satisfaction of the engineer of the Lambeth Waterworks Company so far as regards the mains and property of that Company to secure the objects of this section.

2. With respect to any land of the Lambeth Waterworks Company which the Company are by this Act authorised to use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Lambeth Waterworks Company may and shall sell and grant accordingly an easement for crossing over the same consistent with the other provisions of this section.

3. All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons plugs or other works of the Lambeth Waterworks Company shall be done and executed by and at the cost of the Company but to the entire satisfaction and under the sole direction of and in such manner as shall be required by the engineer of the Lambeth Waterworks Company and such works matters or other things or the works for the crossing by the Company of their railway over the land of the Lambeth Waterworks Company as before mentioned shall not be commenced until after 14 days' previous notice thereof in writing shall have been given to the Lambeth Waterworks Company.

4. The expense of all repairs or renewals of the said mains pipes syphons plugs or other works 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

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paid by the Company and may be recovered against them by the Lambeth Waterworks Company in any court of competent jurisdiction.

5. If any interruption whatsoever in the supply of water by the Lambeth Waterworks Company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall fully compensate the Lambeth Waterworks Company for any damage or loss which may be sustained by them in consequence of such interruption and if the Company fail to pay to the Lambeth Waterworks Company that compensation on demand the same may be recovered with full costs of suit by the Lambeth Waterworks Company by proceeding in any court of competent jurisdiction.

6. All the provisions of the Railways Clauses Consolidation Act 1845 with respect to the construction of the railway and the works connected therewith which relate to water mains and pipes shall apply to and for the benefit of the Lambeth Waterworks Company except so far as the same are varied by the provisions of this section.

Protection of Surrey county bridges.

29. For the protection of Surrey county bridges and approaches and other property be it enacted as follows:—

a. No works affecting any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his reasonable satisfaction and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid Provided that if the said surveyor neglect to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such neglect or omission shall be deemed an approval;

b. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said justices all costs losses damages and expenses which may be occasioned to the justices or to any of their bridges or approaches by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their

contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

c. The costs charges and expenses of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

Protection of railway near Wimbledon Common. 34 & 35 Vict. c. cciv.

30. In order effectually to protect the railway from danger or alarm to persons using such railway occasioned by rifle practice on Wimbledon Common under the powers of the Wimbledon and Putney Commons Act 1871 the Company shall erect and at all times keep in good repair and condition along that railway such bullet-proof mounds screens or other means of protection as shall be approved by and constructed to the satisfaction of Captain Douglas Galton C.B. or him failing an engineer officer to be appointed by the Board of Trade and shall keep indemnified all persons lawfully using the rifle ranges under the said Act from or in respect of any accidents to persons or property that may happen through the insufficiency or want of repair of any such mound screen or other means of protection as aforesaid.

Provisions relating to Wimbledon Common and Putney Heath.

31. With reference to Wimbledon Common and Putney Heath the following provisions shall have effect—

(A) In this section

The expression "Wimbledon Common" means all that part of the open space situate in the county of Surrey and defined as Wimbledon Common in the Wimbledon and Putney Commons Act 1871 which lies in the parish of Wimbledon;

The expression "Putney Heath" means all that part of the said open space which lies in the parishes of Putney and Wandsworth or either of them;

The expression "the commons" includes both Putney Heath and Wimbledon Common as above defined;

The expression "the conservators" means the Wimbledon and Putney Commons Conservators as incorporated by the Wimbledon and Putney Commons Act 1871.

(B) Except as in this section expressly provided it shall not be lawful for the Company to construct any work upon or take or purchase any part of Wimbledon Common which is numbered 4 10 and 11 in the parish of Wimbledon on the deposited plans or to construct any work upon the surface of Putney Heath which is numbered 16 and 20 in the parish of Putney and

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1 2 and 3 in the parish of Wandsworth on the deposited plans but the Company may carry the railway over the part thereof known as Beverley Lane by means of a bridge having a span of not less than forty-eight feet and a clear headway of not less than fifteen feet where it crosses the said lane or with the previous consent in writing of the conservators the Company may raise Beverley Lane and carry it over the railway and the Company may construct their railway under the rest of Putney Heath in tunnel and they shall not excepting as in this section provided occupy break up or in any way interfere with the surface of the said heath and lane or any part thereof;

(c) Before the Company enters upon takes or uses any part of the commons either upon or beneath the surface there may and shall for the purpose of enlarging the commons be conveyed to the conservators by the owner at the time of the introduction into Parliament of the Bill for this Act of the farm known as Newland's Farm all that portion of the said farm which lies between the line of railway in its passage through that farm and Putney Heath and as regards that portion of the said farm the conservators shall not be deemed to claim under or through the Company Provided that if the land thus conveyed to the conservators is less than thirty acres the Company shall before entering as aforesaid pay to the conservators the difference in value between the area conveyed to them and thirty acres such value being estimated at the rate of three hundred pounds per acre Provided also that with a view to limit as nearly as possible to thirty acres the quantity of Newland's Farm to be conveyed to the conservators the conservators shall (and they are hereby authorised and empowered so to do) allow the Company to construct and the Company may if they think fit construct the railway across the portion of Putney Heath lying between the southern limit of lateral deviation as shown on the supplemental plans and sections and the line marked A to B on a copy of such supplemental plans and sections signed by Thomas William Evans the chairman of the committee to whom the Bill for this Act was referred in any line which to the Company may seem expedient Provided nevertheless that the railway shall be constructed over such portion of the common on a bridge or on viaduct of an ornamental character with such spans and of such description as in case of difference between the conservators and the Company shall be settled by arbitration;

(d) The conservators shall accept the land so conveyed to them or (as the case may be) the land so conveyed and the moneys

so paid to them as aforesaid in lieu and satisfaction of all compensation payable by the Company to them for the right of constructing the railway under and across the commons as in this Act provided and also in lieu and satisfaction of all rates which might otherwise become payable to the conservators in respect of the railway stations and works of the Company under the provisions of the Wimbledon and Putney Commons Act 1871.

(E) The conservators shall allow the Company for the purpose of the construction of the tunnel under Putney Heath but for no other purpose to sink two shafts from the surface of Putney Heath to the line of the said tunnel subject to the following conditions:

(1) The spots on which the said shafts are to be sunk shall be agreed on between the conservators and the Company or be determined before any work is commenced by an arbitrator who shall take into consideration the preservation of the natural aspect of the common;

(2) The spaces occupied for the sinking of such shafts shall not exceed one hundred feet square respectively;

(3) The said spaces shall be properly hoarded in to the satisfaction of the conservators and no earth materials tools or implements of any kind shall be deposited or allowed to be anywhere on the surface of the commons outside the said enclosure;

(4) The said shafts shall not be kept open longer than is absolutely necessary for the construction of the works and on the completion of the same shall be filled up and the hoarding and all materials and implements connected with the work shall be forthwith removed and the surface of the common shall be levelled and sown with grass seed and planted at the cost of the Company to the satisfaction of the conservators and the Company shall relinquish possession thereof;

(5) No such shaft as aforesaid or any works connected therewith shall be sunk or made within one hundred and fifty feet of any works or land of the Chelsea Waterworks Company.

(F) In order to facilitate the construction of the railway on the western side of the commons the conservators may (anything contained in the Wimbledon and Putney Commons Act 1871 or in this section to the contrary notwithstanding) if they think fit and upon such terms as may be agreed on between them and the Company convey to the Company small portions of Wimbledon Common adjacent to or forming part of Beverley

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Brook or grant to the Company any right or easement therein and consent to the partial diversion of the course of such brook and the Company may enter upon take and use such small portions of Wimbledon Common and divert the course of the said brook accordingly.

(G) Any screen or other means of protection erected by the Company for the protection of the railway from bullets fired on the commons shall consist on the side nearest to the commons or any part thereof of a mound of earth of an inclination towards the commons of not less than one in one and a half and such mound shall be constructed and planted by the Company so as to form as far as may be an ornamental bank and plantation sloping towards the commons and shall be so maintained by the Company at their own expense to the satisfaction of the conservators;

(H) Where the railway as shown on the supplemental plans and sections is constructed on embankment and is not concealed by the mounds hereinbefore provided for the side of the said embankment nearest to the commons shall be planted and shall be maintained in a reasonably ornamental manner by the Company;

(I) Any damage unavoidably caused to the commons by the temporary occupation of the spaces hereinbefore referred to for the sinking of shafts or otherwise in connection with the construction of the railway and works authorised by this Act shall be made good by the Company before the railway is opened for traffic and any damage which can be compensated only by pecuniary payment shall be so compensated and any difference which may arise between the Company and the Conservators with reference to such making good of or compensation for damage shall be determined by arbitration;

(J) The Company shall not acquire any estate right or interest in the soil of any portion of the commons but they may acquire and the conservators may and shall grant a perpetual easement or right of constructing and maintaining the railway under and across the said heath in the line and according to the levels authorised by this Act and subject to the provisions contained in this enactment;

(K) In constructing their works in connection with that portion of the said railway which is shown on the supplemental plans and sections the Company shall not deposit any spoil or otherwise occupy (except as in this Act mentioned) any part of the commons and shall use their best endeavours to prevent injury

to or disfigurement of the commons or injury or annoyance to persons frequenting the commons for purposes of exercise and recreation And during the construction of the said portion of railway the Company shall make to the conservators payments at the rate of two hundred pounds per annum in respect of the increased expense of protecting and watching the commons ;

(L) The Company shall upon the passing of this Act pay to the conservators the costs incurred by the said conservators in connection with the passage of the Bill for this Act through Parliament such costs in case of difference to be settled by Messieurs Martin and Leslie of Abingdon Street Westminster or by some person to be nominated by them ;

(M) Any difference which may arise between the Company and the conservators with respect to the position of the shafts or the duration of the use thereof or the construction or maintenance of the mounds hereinbefore provided for or with respect to any other matters contained in this Act for the protection of or relating to the commons shall be from time to time referred to a single arbitrator to be appointed by the Company and the conservators or if they cannot agree on an arbitrator then to be appointed by the First Commissioner of Her Majesty's Works and Public Buildings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall apply to every such reference.

Company not to interfere with rifle shooting on Wimbledon Common.

32. Neither the Company nor any person or body corporate claiming under or through them shall be entitled to insist on the discontinuance of rifle shooting on Wimbledon Common anything contained in the Wimbledon and Putney Commons Act 1871 or in this Act to the contrary notwithstanding.

Saving respecting rifle shooting &c. on Wimbledon Common.

33. Nothing in this Act shall take away abridge or prejudicially affect any right interest authority or power of the Wimbledon and Putney Commons Conservators in relation to rifle shooting or encamping or drilling on Wimbledon Common or in relation to the National Rifle Association or in relation to any volunteer corps or other body or in relation to the occupation or use by that Association or by any volunteer corps or other body of any part of Wimbledon Common for any purpose.

Railway not to be made within a certain

34. The railway authorised by this Act shall be formed and laid down in such line and situation so that no part of the centre line of the tunnel thereof shall be at any place nearer than seventy-five

distance of lands of Chelsea Waterworks Company.

feet measured horizontally from the nearest part of the land of the Chelsea Waterworks Company situate and being on Putney Heath aforesaid without the previous consent in writing of the Chelsea Waterworks Company.

Indemnifying Chelsea Waterworks Company.

35. In case any of the lands reservoirs mains or works of the Chelsea Waterworks Company situate on or under Putney Heath in the county of Surrey shall be in any way damaged or injured or the Chelsea Waterworks Company shall suffer any loss damage or injury by reason of any loss of water out of their reservoirs mains or works or otherwise through or in consequence of the operations or of any default of the Company the lands reservoirs mains and works of the Chelsea Waterworks Company shall be deemed and taken to be injuriously affected within the true intent and meaning of the 68th section of the Lands Clauses Consolidation Act 1845 and the Chelsea Waterworks Company shall have and be entitled to all such compensation for or in respect thereof and all such rights and remedies as by that section are conferred upon persons entitled to compensation under or by virtue of the same and the right of the Chelsea Waterworks Company to such compensation shall not be taken away or in any manner affected or lessened notwithstanding the works acts or defaults causing any such loss damage or injury as aforesaid may be of such a description that no action could be maintained in respect of the same.

With respect to roads in Wandsworth district.

36. With respect to roads within the district of the Wandsworth district board of works (in the section called the district board) the following provisions shall apply.

(1) The bridge carrying the railway over the Upper Richmond Road shall have a span of at least forty-four feet throughout its entire length and any bridge carrying the railway over any public road within the said district shall have a clear headway from the surface of the road throughout the whole width of the roadway of not less than sixteen feet but so far as regards the Cedars Road this provision shall be subject to any requirements of the Metropolitan Board of Works with respect to the bridge over the River Thames which may be constructed by the Company under the powers of this Act and the approaches thereto.

(2) The Company shall either carry the railway over Esmond Road and Windthorpe Road respectively by means of a bridge or if they stop up the said roads or either of them they shall make a substituted road or substituted roads for the said road or roads so stopped up to the reasonable satisfaction of the district board.

(3) The Company shall construct (or having constructed shall widen) the bridge carrying the road called Stag Lane and the bridge carrying the road called Lytton Grove over the railway to a width of forty feet in the clear between the parapet walls within twelve months after receiving notice in writing from the district board so to construct or widen the same respectively Provided that before giving such notice the road to which the notice applies has for its entire length on each side of the railway been widened so as to be of the width of forty feet and has become a public road and under the control and management of the district board.

Construction of works within the Metropolis. 18 & 19 Vict. c. 120.

37. With reference to so much of the railway as will be situate within the Metropolis as defined by the Metropolis Management Act 1855 the following provisions shall have full force and effect notwithstanding anything contained in this Act or shown on the deposited plans or sections—

Bridge over Thames.

1. The bridge for carrying the railway across the River Thames shall be of an ornamental character and design to be approved by the Metropolitan Board of Works the Board of Trade and the Conservators of the River Thames or in case of difference by the President of the Institution of Civil Engineers or some person to be appointed by him It shall have five arches only over the water way each having a clear headway of at least twenty feet above Trinity high water mark and the central arch or opening thereof shall have a clear span of at least one hundred and forty feet the said bridge shall be constructed as nearly at right angles to the centre line of the river as practicable consistently with the limits of deviation shown on the deposited plans.

It shall be so formed as to provide a convenient public foot-path across it of not less than eight feet in width which shall be maintained and lighted by the Railway Company for the use of the public at all times.

Bridges over railway.

2. All bridges constructed by the Company for carrying any public 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 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 as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into the said roads and streets.

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Bridges over roads.

3. All bridges to be constructed by the Company within the limits of the Metropolis over streets or roads shall be of an ornamental character and design and shall be made and maintained watertight and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them.

Plans to be submitted and directions of Board to be followed.

4. The Company shall not commence the erection of any such bridge 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 designs elevations sections and other necessary particulars of the construction of the said bridges and until the Board shall have signified their approval of the same unless the said Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivering of the said plans elevations sections and other particulars as aforesaid or in the case of the said bridge over the Thames forty-two days 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 the said bridges and 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 or officers 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.

Protection of sewers in the Metropolis.

38. 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 be twenty-one days' previous notice in writing of their intention to

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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-one 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 hereinbefore 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 reasonable 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 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 are 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.

Prohibition of placards and advertisements.

39. The Company shall not exhibit or permit to be exhibited upon any part of their premises authorized to be taken or constructed under the powers of this Act within view of any public street within the Metropolis any placards or advertisements except

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such as shall have been approved in writing by the clerk or other officer of the Metropolitan Board of Works Provided always that nothing in this clause shall preclude the Company from exhibiting their time bills or announcements as to the traffic of the Company on the exterior of their stations.

Company not to commence works until notice given to conservators.

40. The Company shall not make or commence any work on the shore or bed of the River Thames without the consent of the conservators of the River Thames (hereinafter referred to as the conservators) until the expiration of one calendar month after notice to the conservators.

Works to be executed under direction of conservators.

41. The bridge by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames shall if constructed be executed according to a plan and elevation to be approved by the conservators and deposited at their office and the works in the River Thames shall be executed and performed to the reasonable satisfaction of the engineers for the time being of the conservators The bridge shall consist of not more than seven openings which shall be all of equal span and height and the height of the headway of such openings shall not be less than twenty feet above the level of Trinity high water The traffic of the River Thames shall not be interfered with more than may be absolutely necessary in the construction of the bridge and the works connected therewith and the Company shall when and so soon as the permanent works are completed and within fourteen days after notice from the conservators so to do remove any materials for temporary works which may have been placed in the river by the Company and on their failing to do so the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred.

Lights to be exhibited during construction of works.

42. If during the making of the bridge or works connected therewith any temporary works or materials are placed on the river the Company shall hang out and exhibit thereat or near thereto every night from sunset to sunrise until such temporary works are removed lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the conservators by writing under the hand of their secretary shall approve and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit ten pounds.

Company not to take gravel &c.

43. The Company shall not (except as far as shall be necessary in the construction of the said bridge and the works connected

therewith) take any gravel soil or other material from the bed of the river without the previous consent of the conservators signified in writing under the hand of their secretary.

from river without consent of conservators.

44. Nothing in this Act contained shall authorise or empower the Company to embank or encroach upon or interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plan to be approved by the conservators.

Company not to interfere with bed of river.

45. Nothing contained in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the conservators or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of passing this Act the conservators did or might lawfully claim use or exercise.

Saving rights of conservators.

46. For the purpose of providing and securing to the Ecclesiastical Commissioners and to their sequels in estate (who are hereinafter included together under the expression the commissioners) and to the occupiers of the estate of the commissioners in the parish of Fulham in the county of Middlesex communication between the portions of their estate lying to the eastward of the proposed railway and the High Street or Bridge Road Fulham and otherwise for their protection the provisions next hereinafter following shall have effect (that is to say):

Protection of Ecclesiastical Commissioners.

(*a*) The Company shall not without the consent of the said commissioners to be signified in writing under the hand of their secretary and then only to the extent to which such consent may be so signified take any lands of the commissioners lying on the east side of the railway of the District Company except such as may be absolutely required for the construction of the railway of the Company and of a passenger station and works in connection with such station.

(*b*) The company shall construct the railway so far as it passes through the lands numbered 3 and 10 on the deposited plans of the railway so far as the same relates to the parish of Fulham and the said passenger station on a brick viaduct of an ornamental character and design and the architectural details both of the railway and station shall be similar to the like details of the railway and station already constructed there by the District Company and shall before the execution thereof be submitted to and approved by the said commissioners in writing under the hand of their secretary and any difference between the parties on such details shall be referred to arbitration as hereinafter provided.

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(*c*) The Company shall make in continuation of the roads already formed by the District Company a properly metalled roadway forty feet wide including raised footpaths with curbstones on each side thereof and proper sewers and side drains thereunder for the purpose of affording access for the commissioners and their tenants from the High Street or Bridge Road at Fulham aforesaid to that portion of the commissioners' estate lying east of the land to be taken by the Company And the Company shall from the formation of such road until the same shall be taken by the vestry of Fulham or the local authority for the time being having the charge of the public streets and roads within the said parish maintain such road.

(*d*) In case the vestry or other local authority shall before taking to the said road legally require any works to be done to the continuation of the said road or footways to put them in a condition to be taken to the Company shall at their own expense forthwith execute all such works and upon such road being duly taken to all further responsibility on the part of the Company in respect of such continuation of such road shall cease.

(*e*) The bridges to carry the railway or other works over the continuation of such road shall have a clear unbroken width throughout of forty feet between the supporting walls on each side and a clear headway of fifteen feet on every part of the roadway proper and such bridge shall be constructed and for ever after maintained in a water-tight condition so as to be free from drip as far as practicable.

(*f*) All the works to be executed by the Company for the protection and accommodation of the commissioners shall be executed in accordance with plans sections and drawings to be previously agreed upon between the engineers of the Company and of the commissioners for the time being and shall be completed to the satisfaction of the engineer of the commissioners In the event of any differences arising under this clause the matter shall except where otherwise provided be referred to and shall be decided by an engineer to be appointed on the application of the Company or the commissioners by the President for the time being of the Institute of Civil Engineers The costs of such application and of any reference to arbitration under this provision shall be in the discretion of the umpire.

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 five acres.

Period for compulsory purchase of lands.

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

Height and span of bridges.

49. The Company may make the arches of the bridges for carrying the railway over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
1*a*	Putney	Public	13 feet	20 feet
33	Wandsworth	Public	16 feet	35 feet
70	Putney	Public	15 feet	25 feet
114	Putney	Public	15 feet	25 feet
118	Putney	Public	15 feet	25 feet

Diverting and stopping up certain roads.

50. The Company may divert the roads referred to in the next following table as shown upon the deposited plans and when and as in each case the new portion of road is made and open for use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

No. on Plan.	Name of Parish.	Description of Road.
2	Kingston-upon-Thames	Public.
2	Merton	Public.
29	Putney	Public.

And when and as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may appropriate and use the site of the road stopped up so far as the same is bounded on both sides by lands of the Company for the purposes of their undertaking.

Notice to be given of taking houses of labouring classes.

51. 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 certifi-

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cate of a justice that it has been proved to his satisfaction that they have so made known their intention.

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

52. Before displacing any person belonging to the labouring classes who may for the time be the occupier of any house or part of a house which the Company are by this Act authorised to acquire the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on any such lands erect labouring class dwellings and may let or otherwise dispose of such lands.

Power to take easements &c. by agreement.

53. 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 rent-charges 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.

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

54. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of sixty-six thousand two hundred and sixteen pounds Three per Cent. Consolidated Bank Annuities equal in value to five per centum upon the amount of the estimate in respect to the railways proposed to be authorised by the Bill for this Act as originally introduced into Parliament has been transferred into the High Court of Justice (Chancery Division) in respect of the application to Parliament for this Act And whereas the railways included several railways which were struck out of the said Bill during its progress through Parliament And whereas the estimate for the railway by this Act authorised amounts to five hundred and ninety-nine thousand six hundred and ninety pounds five per centum which sum is equal to twenty-nine thousand nine hundred and eighty-four pounds ten shillings Be it enacted that notwithstanding anything contained in the said Act out of the said sum so transferred as aforesaid in respect of the application for this Act a sum of Three per Centum Consolidated Bank Annuities equal

in value to the said sum of twenty-nine thousand nine hundred and eighty-four pounds ten shillings (which last-mentioned Bank Annuities are in this Act referred to as "the deposit fund") shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as "the depositors" unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

55. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be

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Release of balance of deposit.

56. On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth year of the reign of Her present Majesty chapter twenty or of the survivors or survivor of them or of the majority of such persons or survivors or of the executors or administrators of the last survivor by petition in a summary way at any time after the passing of this Act the Court may and shall order that the balance of the said sum of sixty-six thousand two hundred and sixteen pounds Three per Cent. Consoliated Bank Annuities so transferred as aforesaid over and above the deposit fund and the interest and dividends thereof shall be paid to the persons or person so applying or to any other person or persons whom they or he may appoint in that behalf.

Period for completion of works.

57. 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 to so much thereof as is then completed.

Tolls.

58. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):—

Passengers.

First. In respect of passengers conveyed upon the railway or any part thereof as follows:

For every person conveyed on the railway not exceeding two pence per mile and it conveyed in or upon any carriage provided by the Company an additional sum not exceeding one penny per mile.

Secondly. In respect of animals conveyed upon the railway or any part thereof as follows: Animals.

Class 1. For every horse mule ass or other beast of draught or burden three pence per mile and if conveyed in or upon any carriage provided by the Company an additional sum not exceeding one penny per mile;

Class 2. For every ox bull cow or head of neat cattle two pence per mile and if conveyed in or upon any carriage provided by the Company an additional sum of one penny per mile;

Class 3. For every calf pig sheep lamb or other small animal not exceeding one penny per mile and if conveyed in or upon any carriage provided by the Company an additional sum not exceeding one halfpenny per mile;

Thirdly. In respect of goods and other things conveyed upon the railway or any part thereof as follows: Goods.

Class 4. For all coals cinders dung compost and all sorts of manure lime and limestone all undressed materials for the repair of public roads or highways per ton per mile one penny halfpenny and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one halfpenny;

Class 5. For all coke culm cannel charcoal all stones for building pitching and paving all bricks tiles slates clay sand ironstone iron ore pig iron bar iron rod iron sheet iron hoop iron plates of iron slabs billets and rolled iron and iron castings and all other similar descriptions of wrought iron not manufactured into utensils or other articles of merchandise per ton per mile one penny halfpenny and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one halfpenny;

Class 6. For all sugar grain corn flour salt hides dye-woods earthenware timber staves deals and metal (except iron) nails anvils vices and chains and for light iron castings per ton per mile two pence halfpenny and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one penny;

Class 7. For cotton and other wools drugs and manufactured goods and all other wares merchandise fish articles matters or things per ton per mile three pence and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one penny.

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For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform per mile five pence and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh and if conveyed on a truck or platform belonging to the Company an additional sum per mile not exceeding one penny.

Tolls for propelling power.

59. The tolls which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods or for each carriage in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

60. The following provisions and regulations shall apply to the fixing of such tolls and charges payable under this Act (that is to say) :—

Short distances.

For all passengers animals and goods conveyed on the railway for a less distance than four miles the Company may demand tolls and charges as for four miles;

Fractional parts of a mile.

For a fraction of a mile beyond four miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile;

Fractional parts of a ton;

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General weight;

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight;

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak elm mahogany teek beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

61. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

For the carriage of small parcels on the railway or on any part thereof :—

For any parcel not exceeding seven pounds in weight three pence ;

For any parcel exceeding seven but not exceeding fourteen pounds in weight five pence ;

For any parcel exceeding fourteen but not exceeding twenty-eight pounds in weight seven pence ;

For any parcel exceeding twenty-eight but not exceeding fifty-six pounds in weight nine pence ;

For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight any sum the Company may think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages :

For the carriage of single articles of great weight on the railway :—

For the carriage of any single article or thing the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding six pence per ton per mile and if more than one carriage or truck be employed in the conveyance of such article or thing an additional sum per ton per mile not exceeding one penny in respect of each carriage or truck beyond the first so employed ;

For the carriage of any single article or thing the weight of which with the carriage exceeds eight tons the Company may demand and take any sum they think fit.

Maximum rates for passengers.

62. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway (including the tolls for the use of the railway) and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say) :

For every passenger conveyed in a first class carriage the sum of three pence per mile ;

For every passenger conveyed in a second class carriage the sum of two pence per mile.

For every passenger conveyed in a third class carriage the sum of one penny farthing per mile.

Maximum rates for animals and goods.

63. The maximum rate of charge to be made by the Company for the conveyance of animals and goods except such small parcels

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and single articles of great weight as aforesaid on the railway including the tolls for the use of the railway and for wagons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):

For every animal in class 1 four pence per mile;
For every animal in class 2 three pence per mile;
For every animal in class 3 one penny halfpenny per mile;
For everything in class 4 one penny halfpenny per ton per mile;
For everything in class 5 two pence per ton per mile;
For everything in class 6 three pence per ton per mile;
For everything in class 7 four pence per ton per mile;

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform per mile six pence and for every additional quarter of a ton in weight one penny halfpenny per mile.

Passengers luggage.

64. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first class passengers one hundred pounds in weight for second class passengers and sixty pounds in weight for third class passengers without any charge being made for the carriage thereof.

Terminal station.

65. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

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

Company may take increased charges by agreement.

67. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners of or persons in charge thereof either by reason of any special service performed by the Company in

relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Running powers of South Western and District Companies over railway.

68. It shall be lawful for both or either of the following companies that is to say the South Western Company and the District Company to run over and use with their engines and carriages the railway by this Act authorised or any part thereof and all stations works and conveniences connected therewith upon such terms and conditions as may be agreed upon between the Company and the said other Companies parties to the Agreement respectively or failing agreement as shall be settled by an arbitrator to be appointed on application of either of the parties by the Board of Trade.

South Western Company may run over part of West London Railway and use Addison Road Station &c. for purposes of railway.

69. The South Western Company for the purposes of traffic conveyed by them arising upon or destined for or passing over the railway by this Act authorised or the railways of the District Company may run over and use that part of the West London Railway which lies between Earl's Court Junction and the Addison Road Station including subject as hereinafter mentioned that station and junction and in respect of such traffic shall pay to the Great Western and London and North Western Railway Companies as owners of the West London Railway for passing over or using any part of the West London Railway with such traffic such tolls or other consideration as may from time to time be agreed upon between the South Western Company and those companies and failing agreement as shall be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 and the South Western Company shall also pay to the Great Western and London and North Western Railway Companies for the user of the Addison Road Station by such traffic as aforesaid and for the services performed therein in respect thereof such rent or other consideration as may from time to time be agreed upon between the said Company and the Great Western and London and North Western Railway Companies and failing agreement as shall be determined by arbitration in the manner aforesaid Provided always that the South Western Company shall not be entitled to use with or for the purposes of such traffic as aforesaid any other part of the Addison Road Station than that which is situate to the southward of the line marked A B on the plan annexed to the Agreement dated the twenty-sixth day of February one thousand eight hundred and sixty-three and made between the London and North Western the Great Western the South Western the London Brighton and South Coast and the West London Extension Railway Companies Provided always that nothing in this Act contained

22 & 23 Vict. c. 59.

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shall be deemed or construed to take away alter prejudice or affect any estates rights or interests now possessed by the West London Extension Railway Company or by the London Brighton and South Coast Railway Company in the said portion of the West London Railway and the said Addison Road Station and premises whether under the West London Extension Railway Act 1859 the West London Extension Railway Act 1861 the West London Extension Railway Act 1863 or the said Agreement of the 26th day of February 1863 or otherwise.

22 & 23 Vict. c. cxxxiv. 24 & 25 Vict. c. ccxxxiv. 25 & 27 Vict. c. ccviii.

Existing rights of South Western Company in West London Railway &c. not to be affected.

70. Except as is otherwise provided by the last preceding section of this Act nothing in this Act contained shall be deemed or construed to take away alter prejudice or affect any estates rights or interests now possessed by the South Western Company in the said portion of the said West London Railway and the said Addison Road Station and premises.

Power to enter into working agreements with South Western and District Companies.

36 & 37 Vict. c. 76.

71. The Company on the one hand and the South Western Company and the District Company or either of them on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into agreements with respect to the following purposes or any of them (that is to say)—

The maintenance of the railway or any part thereof and of the works connected therewith or any of them;

The use or working of the railway or any part thereof and the conveyance of traffic thereon;

The supply of rolling stock and other things necessary for such working or use;

The appointment of joint committees of directors of the companies parties to the agreement for carrying the objects thereof into effect;

The collection delivery interchange transmission and conveyance of traffic from to and over the railways or any of them of the companies parties to the agreement;

The fixing levying collecting division and apportionment of the toll rates charges receipts and revenues levied taken or arising in respect of traffic.

Tolls on traffic conveyed partly on railway and partly on railways of South

72. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway by the South Western Company and the District Company or either of them the railways of the company and of the other companies or company parties or party to the agreement shall for

Western and District Companies.

the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railway of any other companies or company parties or party to the Agreement for a less distance than four miles tolls and charges may only be charged as for four miles and in respect of passengers for every mile or fraction of a mile beyond four miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railway and partly on the railway of the said other companies or company.

Confirmation of Scheduled Agreement.

73. The Agreement entered into between the promoters of the Company and the two companies which is set forth in the Schedule to this Act is hereby confirmed and made binding on the promoters and the Company and the two companies and full effect may and shall be given thereto as an incorporated part of this Act.

Company not to oppose Bill by the two companies for transfer of their powers.

74. If in the next or any future session of Parliament the two companies or either of them shall introduce a Bill into Parliament for an Act to transfer or authorise the transfer to the two companies of the powers conferred by this Act upon the Company for making the railway by this Act authorised and for repayment to the Company of all costs and expenses incurred by them in relation to the applying for and obtaining of this Act and carrying the provisions thereof into effect so far as the same shall be carried into effect by the Company with interest thereon at the rate of four per cent. per annum from the date of payment the Company shall not directly or indirectly offer any opposition to such Bill further or otherwise than may appear to them necessary for securing to them such repayment with interest as aforesaid and indemnifying them from all future liabilities in reference to the undertaking Provided always that nothing herein contained shall be held or construed to prevent or hinder the Company from exercising any of the powers of this Act for making the said railway until their powers shall have become actually vested in the two companies.

Interest not to be paid on calls paid up.

75. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend 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.

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

76. 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.

Provision as to general railway Acts.

77. Nothing in this Act contained shall exempt the Company or 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.

Expenses of Act.

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

SCHEDULE to which the foregoing Act refers.

Agreement between the Promoters of the Undertaking and the South Western and District Companies.

Heads of Agreement between the promoters of the Guildford Kingston and Fulham Railway Company hereinafter called the Fulham Company represented by the Earl of Onslow the London and South Western Railway Company hereinafter called the South Western Company represented by the Honourable Ralph Heneage Dutton the Chairman of the South Western Company and the Metropolitan District Railway Company hereinafter called the District Company represented by James Staats Forbes Esquire chairman of that Company.

1. The Fulham Company's line between Fulham and an agreed point at Surbiton (hereinafter called the Surbiton and Fulham line) to be constructed forthwith by the Fulham Company under the powers of the Fulham Company's Act of 1881 The Bill for authorising the Surbiton and Fulham line not to be opposed by the South Western Company.

2. The South Western Company and the District Company to concur in an agreement for working the Surbiton and Fulham line.

3. The District Company and the South Western Company to have equal rights of user of the entire line from Fulham to Surbiton including the stations thereon and the Surbiton interchange station and approaches thereto.

4. The South Western Company to be at liberty at their own sole expense and for their own sole use to construct junctions between the Fulham and Surbiton line and the South Western Company's lines at Putney and Norbiton each of such several junctions to be according to plans approved in case of difference by Sir John Hawkshaw.

5. The South Western Company's Bill not to be opposed by the Fulham Company for the authorising the construction of so much of the railway No. 3 proposed by the South Western Company as lies between the point near Ockshott marked four miles on the deposited plans for that railway and its junction with the South Western main line near the Hampton Court Junction and also of so much of the railway No. 2 proposed by the South Western Company as lies between an agreed point near New Barn Farm and the junction of No. 2 with the Leatherhead Railway the whole of railways No. 2 3 4 6 and 12 and so much of railway No. 13 of the Fulham Company's line as lies between the commencement of that railway and the point at Ockshott marked 0 miles 6 furlongs on the deposited plans for that

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railway The remainder of both companies lines between Surbiton and Guildford and the Surbiton Road to be abandoned and withdrawn from the respective Bills The lines and works to be constructed by the South Western Company to be so constructed under their own sole control and by officers and agents solely selected and remunerated by them.

6. From and after the opening of both the lines between Fulham and Surbiton and between Hampton Court Junction and Guildford the South Western Company to have powers to run over and use subject to terms conditions and limitations to be agreed upon between them and the District Company the District Company's lines between Fulham and the District Company's stations at High Street Kensington and at South Kensington and also Earl's Court Junction with the use of the Fulham and all other stations on those lines.

The running powers sought by the Fulham Company over parts of the West London Railway and the West London Extension Railway upon and into the Addison Road Station to be withdrawn.

7. The South Western Company and the District Company mutually to grant for passenger traffic passing viâ Surbiton and Fulham and viâ Norbiton and Fulham but not otherwise except by agreement through rates and fares between all stations on the District Company's system and all stations on the new lines between Fulham Surbiton and Guildford and all principal stations and such other stations on the South Western Company's system as may from time to time be agreed on or failing agreement as may be decided by Sir John Hawkshaw.

8. The three companies to do all in their power to effect the objects of these heads.

9. The South Western Company to take over and observe all agreements made by the promoters of the Fulham Company and any landowners or occupiers upon the line between Ockshott and Guildford.

RALPH HENEAGE DUTTON ONSLOW
J. S. FORBES.

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