CHAPTER ccxxxiii.

An Act for conferring further powers on the Metropolitan District Railway Company; and for other purposes. A.D. 1877.

[14th August 1877.]

WHEREAS the construction by the Metropolitan District Railway Company (who are herein-after called "the Company") of the railways and works herein-after described will be attended with public and local convenience, and the Company are willing at their own expense to construct the said railways on the powers herein-after contained being conferred on them for that purpose:

And whereas it is expedient that the Company should be authorised to run over and use the portions of railways herein-after defined:

And whereas it is expedient that the Company should be enabled to raise additional capital, and that the provisions herein-after contained should be made with respect to the said additional capital:

And whereas it is also expedient that the other provisions herein-after contained should be made:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and plans of the lands which the Company are authorised to take under the powers of this Act, and also a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Middlesex, and are herein-after respectively referred to as the deposited plans, sections, and book of reference:

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

A.D. 1877.

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 Metropolitan District Railway Act, 1877."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Extending certain provisions of Companies Clauses Acts.

3. The clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of the creditors of the Company against shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

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

And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock;

are (except where expressly varied by this Act) incorporated with and form part of this Act, and shall apply to the Company and to the capital by this Act authorised to be raised by them by shares and by borrowing.

Interpretation of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expressions "parish clerks" and "clerks of the several parishes"

in sections 7, 8, and 9 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; and for the purposes of this Act the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to to make railways, &c.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for those purposes. The railways herein-before referred to and authorised by this Act are,—

RAILWAY (No. 1).

A railway (2 miles 7 furlongs 90 links in length) commencing in the parish of Chiswick by a junction with the Kensington and Richmond line of the London and South-western Railway on the north side thereof and about 30 yards west of the Turnham Green Station, and terminating in the parish of Ealing, in the said county, at the road on the east side of Haven Green about 70 yards north of the booking office at the Ealing Station.

RAILWAY (No. 2).

A railway (1 furlong 3 chains 60 links in length), wholly in the said parish of Ealing, commencing by a junction with railway No. 1 at a point about 50 yards north of the Great Western Railway and 140 yards west of Hanger Lane, and terminating by a junction with the Great Western Railway on the north side thereof and about 365 yards east of the booking office of the Ealing Station.

A.D. 1877.

These two railways are herein-after referred to as the Ealing extensions.

Both the said railways will be in Middlesex.

As to Mansion House Station.

6. Whenever by reason of the increased traffic brought upon the railway of the Company the accommodation afforded by the Mansion House Station of the Company shall in the opinion of the Board of Trade become insufficient, the Company shall carry out such improvements as in the opinion of the Board of Trade shall be necessary for the accommodation of their own traffic and the traffic of any other company having the right to run into and use the Mansion House Station, and if within reasonable time such improvement or extension shall not have been made to the satisfaction of the Board of Trade, no engines or carriages of any description from Ealing or Richmond or Acton shall be allowed to pass into or to use the said station: Provided always, that in carrying out any such improvements provision shall be made for a separate bay for the London and North-western Railway Company of the same or equal dimensions and with the same or equal access and conveniences to that now occupied and enjoyed by them in the said station, and in all other respects the rights and interests to which the said Company are entitled under the heads of agreement made the 1st day of August 1871 between them of the one part and the Company of the other part, and confirmed by "The London and North-western Railway (Additional Powers) Act, 1872," shall be in no way curtailed, diminished, or prejudicially affected.

As to works in the parish of Chiswick.

7. In constructing the works hereby authorised in the parish of Chiswick, the Company shall be bound by the following provisions:

1. Before the Company proceed to divert the public road and footpath numbered respectively on the deposited plans 2a and 4 in the parish of Chiswick, they shall make the new or substituted road and footpath shown upon the deposited plans to the reasonable satisfaction of the surveyor for the time being of the Chiswick Improvement Commissioners:
2. The Company shall construct and maintain the bridge over the road numbered 5 in the parish of Chiswick on the said plans so as to be as nearly as may be practicable water-tight:
3. All works in the said parish shall be executed within the time limited by this Act; and there shall be no alterations in the level of the existing roads in the said parish other than those by this Act authorised, without the previous consent of the Chiswick Improvement Commissioners.

For protection of joint lessee companies of the North and South Western Junction Railway.

8. For the protection of the joint lessee companies of the North and South Western Junction Railway, who are in this section referred to as the joint lessee companies, the following provisions shall have effect; (that is to say,)

As to bridge over North and South Western Junction Railway.

(1.) The railway (No. 1) shall be carried over the North and South Western Junction Railway at the proposed crossing thereof by a girder bridge with a clear headway throughout above the level of the rails of 14 feet 6 inches at the least, and of a sufficient span to enable the joint lessee companies to widen their said railway at any future time by not exceeding two additional lines of rails, and such bridge and all the works connected therewith shall be constructed and executed respectively by such means and in such manner only as not to interfere with the traffic over or the free, uninterrupted, and safe use of the North and South Western Junction Railway, and so as to leave undisturbed all the existing lines of rails at the point where they will be so passed over or affected by the works for such bridge, and the whole of such works shall be executed according to the plans and sections and specifications previously submitted to and approved by the engineer of the joint lessee companies, and under his superintendence and to his reasonable satisfaction in all respects, but in all things at the expense of the Company:

Maintenance of bridge over North and South Western Junction Railway.

(2.) The Company shall at all times maintain the bridge and other works for crossing over the North and South Western Junction Railway in substantial repair and good order to the reasonable satisfaction in all respects of the engineer of the joint lessee companies, and if and whenever the Company fail so to do, the joint lessee companies may make or do in and upon as well the lands of the Company as their own lands all such works and things as may be reasonably requisite in that behalf, and the reasonable amount of such expenditure shall be repaid to the joint lessee companies by the Company, and in default of payment may be recovered from the Company, with full costs, in any court of competent jurisdiction:

Protection of works of North and South Western Junction Railway.

(3.) The Company shall not, without first obtaining the consent of the joint lessee companies under the hand of their secretary for the time being, take, use, enter upon, or interfere with any of the lands, rails, works, property, or rights from time to time belonging to or in the possession or under the power of or vested in the joint lessee companies, except

A.D. 1877.

only such part or parts thereof respectively as shall be absolutely necessary for the Company to take, use, enter upon, or interfere with for constructing and maintaining the bridge and other works over the North and South Western Junction Railway in accordance with the provisions in that behalf in this Act contained:

Taking lands, &c. of joint lessee companies of North and South Western Junction Railway.

(4.) The Company shall not purchase and take any lands and property of the joint lessee companies, but they may purchase and take, and the joint lessee companies may and shall sell and grant accordingly, a perpetual easement or right of using such lands and property for the purpose for which but for this enactment the Company might purchase and take the same:

Expenses of watching, &c.

(5.) The Company shall bear and on demand pay to the joint lessee companies all reasonable expenses of the employment by them during the construction of the works affecting the North and South Western Junction Railway of a sufficient number of inspectors and watchmen, to be appointed by the joint lessee companies, for watching their said railway, and the works and property connected therewith, with reference to and during the execution of such works of the Company, and for preventing as far as may be all interference, danger, and accident from any of the operations, or from the acts or defaults of the Company, or of their contractors or any persons in the employment of the Company or of their contractors, with reference thereto or otherwise, and also of the alterations, additions, and maintenance from time to time by the joint lessee companies of any signals which they may find necessary to make, owing to such crossing over, as also to the construction of such works:

Penalty in case of obstruction or injury of the North and South Western Junction Railway.

(6.) If by reason of the execution of any of the works for such crossing, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, the North and South Western Junction Railway, or any of the works connected therewith, or any passenger or other traffic on that railway, shall sustain any injury or damage, such injury or damage shall be forthwith made good by the Company at their expense, or in the event of their failing so to do, the joint lessee companies may make good the same and recover the expense thereof, with full costs, from the Company in any court of competent jurisdiction; and if any

interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid, the Company shall on demand pay to the joint lessee companies all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable from the Company as last aforesaid and with full costs:

Arbitration.

(7.) If any dispute shall arise between the joint lessee companies and the Company respecting the matters and provisions aforesaid, or any of them, such dispute shall 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 for the time being of the Institution of Civil Engineers in London, the costs of such arbitration to be in the discretion of such arbitrator:

Saving rights of joint lessee companies.

(8.) Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights, interests, powers, and privileges of the joint lessee companies of the North and South Western Junction Railway otherwise than is herein expressly provided.

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

9. For the protection of the London and South-western Railway Company, in this section referred to as the South-western Company, the following provisions shall have effect:

(a.) The proposed junction of the railway No. 1 (which said railway, with the works and conveniences and operations connected therewith or incident thereto, is in this section referred to as the "proposed railway") with the Kensington and Richmond line of the South-western Company (which line and the works and conveniences in connexion therewith is herein-after referred to as "the Kensington and Richmond Railway") shall not, without the consent of the South-western Company under their common seal, be made or maintained otherwise than to the westward of the bridge which carries the Kensington and Richmond Railway over the road on the western side of Turnham Green Station, in the parish of Chiswick, and no part of the proposed railway shall (except where such proposed railway passes over the Acton Junction and Acton Curve of the Kensington and Richmond Railway, and except for the purpose of forming the junction with the Kensington and Richmond Railway, and for altering the roads and paths as shown by

A.D. 1877.

the deposited plans) without the like consent be made or maintained at any point at a less distance than forty-five feet between the extreme southernmost rail of the proposed railway and the extreme northernmost rail of the Kensington and Richmond Railway, nor so as in any manner or degree to prejudice, endanger, or interfere with the convenient working of that railway :

(b.) The Company shall construct the proposed railway from the junction with the Kensington and Richmond Railway to a point marked on the deposited plan as 3 furlongs measured from the commencement (herein-after referred to as the southern section of the proposed railway) on and by means of an embankment, and shall at their cost provide sufficient land and form such embankment with such a width, and at such levels, and do all necessary works in connexion therewith or incident thereto, so as to admit of two extra lines of rails being laid by the South-western Company on the Kensington and Richmond Railway to run parallel with and on the same gradients as the existing lines of that railway, and the Company shall provide and erect sufficient substantial fences, and shall fence off the southern section of the proposed railway in a safe and proper manner from the Kensington and Richmond Railway :

(c.) The Company shall also provide a proper and sufficient footpath for a communication between Acton Green and the Turnham Green Station of the South-western Company in substitution for the existing path which will be interfered with, such path to be of the same extent and width as the existing path, and to be fenced off on both sides with a proper substantial fence :

(d.) The arch or bridge which will carry the proposed railway over the Acton Junction Railway of the South-western Company authorised by "The South-western Railway (Kensington and Richmond) Act, 1864," (and herein-after referred to as the Acton Junction Railway,) and over the Acton Curve Railway authorised by "The South-western Railway (General) Act, 1871," (herein-after referred to as the Acton Curve Railway,) shall be constructed and maintained by the Company with a clear span of sufficient width to admit of two additional lines of railway being laid, and with a clear headway of 14 feet at the least, measured from the upper surface of the existing rails of those railways respectively ; the arch or other works by which the proposed railway shall be carried

over the Acton Junction Railway and the Acton Curve Railway shall be made only in accordance with the plans, elevations, sections, and specifications to be submitted by the Company to the principal engineer of the South-western Company, and be approved by him in writing under his hand before any of these works are commenced. The Company at all times shall at their cost maintain the arch or other works by which the proposed railway shall be carried over the Acton Junction Railway and the Acton Curve Railway in substantial repair and good order and condition to the reasonable satisfaction of the principal engineer of the South-western Company, and if the Company shall fail so to do, the South-western Company may in cases of emergency, without previous notice but otherwise, after twenty-four hours notice, make and do in and upon as well the lands of the Company as their own lands all such works and things as the South-western Company may reasonably think requisite on their behalf, and the sums from time to time certified by their engineer to be the reasonable amount of their expenditure in their behalf shall be repaid to them by the Company, and in default of full repayment the amounts due may be recovered, with full costs, by the South-western Company from the Company in any court of competent jurisdiction. In case any dispute shall arise under this section as to approval, or as to works done or proposed to be done, or amounts certified, the same shall be settled by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers in London on the application of either party :

(e.) The Company shall from time to time submit to the South-western Company's principal engineer proper and sufficient plans, sections, elevations, and specifications of the southern section of the proposed railway, or with reference to the lowering or interference in any way with any roads incidental thereto, or in connexion therewith, for his consideration and reasonable approval, and if in any case he does not within fourteen days after the delivery thereof to him approve the same with such modifications, if any, thereof as he requires, and sign the same in testimony of his approval thereof, and deliver the same so signed to the Company, or if any dispute shall arise, then the same shall be determined by a civil engineer to be appointed by the President of the Institution of Civil Engineers as aforesaid, on the application of either

A.D. 1877.

party; and the Company shall not begin the execution of any such works unless and until the same and the relative section and specification thereof are so approved, and the works shall be executed and maintained to the reasonable satisfaction of the South-western Company's principal engineer, and subject to such reference as aforesaid in case of any dispute:

(f.) The Company shall bear and on demand pay to the South-western Company the expense of the employment by them during the making and construction of the southern section of the proposed railway, and of the arches, bridges, or other works in sub-section D. of this section mentioned, of a sufficient number of inspectors or watchmen to be appointed by them for watching their railways with reference to and during the execution of the proposed railway, and for preventing as far as may be all interference, obstruction, danger, and accident to arise from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

(g.) If by reason of any works or proceedings of the Company there shall be any obstruction of or interference with the South-western Company's railways so as to prevent the convenient passage of engines and carriages along the same, the Company shall pay to the South-western Company the sum of twenty pounds by way of ascertained damages for every hour during which that obstruction or interference continues:

(h.) The Company shall from time to time be responsible for and make good to the South-western Company all costs, losses, damages, and expenses from time to time occasioned to their railways, or any of the works or property thereof, or the traffic thereon, or any person or persons using the same, or otherwise by reason of the execution or failure of any of the works of or incidental to the proposed railway, or any act or omission of the Company, or any of the persons in their employ, or their contractors or others, and the Company shall effectually indemnify and hold harmless the South-western Company from all claims and demands upon or against them by reason of any such execution or failure, or any such act or omission:

(i.) No land belonging to the South-western Company shall be taken by the Company without the consent in writing of the South-western Company under their common seal first had

and obtained: Provided always, that the South-western Company shall, if so required by the Company, grant in perpetuity to the Company an easement or right of using for the purposes of the intended junction of the proposed railway, and for the purposes of the works and conveniences of that railway, such parts of the lands of the South-western Company as are necessary for those purposes:

(j.) Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the rights, privileges, powers, or authorities of the South-western Company.

For the protection of the Great Western Railway Company.

10. For the protection of the Great Western Railway Company, in this section called the Great Western Company, the following provisions shall have effect; (that is to say,)

Not to enter on lands of Great Western Company until plans of proposed works affecting the Company approved.

(1.) The Company shall not enter upon or interfere with the railway of the Great Western Company, or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until the Company shall have delivered to the Great Western Company plans and drawings of such intended works, and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company, or, in the event of his failure for fourteen days after the delivery of the plans and drawings, until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade; and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings, and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company, or in case of difference by an engineer to be appointed by the Board of Trade:

As to execution of the railways on lands of Great Western Company.

(2.) In constructing the railways, or either of them, by this Act authorised through or over the land and property of the Great Western Company, the Company shall not deviate westwards from the centre line shown on the deposited plans where railway No. 1 crosses the railway of the Great Western Company without the previous consent in writing of that Company under their common seal, and the said railway No. 1, where the same is intended to cross the main line of the Great Western Railway, shall be carried over that railway and works by means of a bridge of two spans of not less than thirty-one feet each on the square, and a headway

A.D. 1877.

of not less than sixteen feet high, and the said railway No. 1 shall also be carried over land on which sidings are proposed to be constructed by the Great Western Company on the north side of their main line where it is intended to be crossed by the said railway No. 1 by means of a bridge of one span of not less than thirty-one feet on the square and a headway of not less than sixteen feet high, and such crossing of the railway and land for sidings shall be effected in such a manner as not to injure the stability of the railway and works of the Great Western Company in any way whatever:

Company to pay to Great Western Company expenses of watchmen during construction of works.

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by this Act authorised over and adjacent to the Great Western Railway Company's main line 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 Company with reference thereto, or otherwise:

Damages sustained by Great Western Company to be repaid.

(4.) Notwithstanding anything in this Act contained, the Company shall from time to time be responsible for and make good to the Great Western Company all losses, costs, damages, and expenses which may be occasioned to them or any of their works or property, or to the traffic on their 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 Company, or of any persons in their employ, or of their contractors or otherwise, and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act, default, or omission:

Maintenance of works affecting the railways of the Great Western Company.

(5.) The Company shall at their sole expense at all times maintain the bridges and other works by which the said railway No. 1 first above described and by this Act authorised shall be carried over the main line of the Great Western Company in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer for the

time being of the Great Western Company, and if and whenever the Company fail so to do, after one month's notice from the Great Western Company for that purpose, or in case of urgency, the Great 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 Great Western Company shall think requisite in that behalf for ensuring such repair; and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred 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 Great Western Company from the Company in any court of competent jurisdiction:

Not to interfere with traffic on Great Western Railway.

(6.) In constructing the railways first above described and by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway, and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Great Western Railway so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the Great Western Company the sum of fifty pounds per hour during which any such obstruction or interference shall continue:

No land of Great Western Company to be taken except for certain works.

(7.) Except as provided for the purposes of the junction of railway No. 2 with the Great Western Railway, the Company shall not take or acquire any rights over any land of the Great Western Company between the point marked two miles and four furlongs on the deposited plans and the termination of railway No. 1. The Company may erect a bridge for foot passengers, according to plans to be reasonably approved by the engineer of the Great Western Company, to connect the platforms of the Company with those of the Great Western Railway at Ealing Station; and, save as aforesaid, nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands of the Great Western Company, or to alter, vary, or interfere with the railway of that Company, or with any of the works thereof, further or otherwise than is necessary for the construction of the railways by this Act authorised, without the consent in writing in every instance for that purpose first had and

obtained of the Great Western Company under their common seal, and with respect to any lands of the Great 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 and take the same, but the Company may purchase and take, and the Great Western Company shall sell or grant accordingly, an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same, and the Great Western Company may at any time or times hereafter, should it be necessary for them to do so, alter or remove the junction by this Act authorised with their railway and substitute a new junction therefor, but so as such alteration or removal, or substituted junction, as the case may be, shall not stop the traffic of the railway No. 2 by this Act authorised, or unnecessarily interfere therewith, or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction, as the case may be, or the signals, works, and conveniences connected therewith:

Company only to acquire easement or right of using such land.

Arbitration.

(8.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid, or any of them, such dispute shall 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 for the time being of the Institution of Civil Engineers in London, the costs of such arbitration to be in the discretion of such arbitrator:

Saving rights of Great Western Company.

(9.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Great Western Company otherwise than is by this Act expressly provided.

For the protection of the Grand Junction Waterworks Company.

11. For the protection of the mains and property of the Grand Junction Waterworks Company, herein-after referred to as the water company, the following provisions shall have effect:

(*a.*) The arch or culvert by means of which the water company's main shall be carried under the railway No. 1 shall be for its entire length of not less than twenty feet in width and fifteen feet in height:

(*b.*) The Company shall not alter or interfere with the said main, or any pipes, works, or apparatus of the water company, or execute any works whatever over, under, or affecting the same, until there shall have been delivered to the water

company by the Company plans, drawings, and specifications of the works intended to be executed, and which plans, drawings, and specifications shall describe the manner of executing the intended works and the materials to be used for the purpose, nor until these plans, drawings, and specifications have been examined and approved in writing under his hand by the engineer for the time being of the water company, or, in the event of his failing to approve the same for fourteen days after the plans, drawings, and specifications have been delivered to the water company, until the same have been examined by an engineer to be appointed by the Local Government Board on the application of either party, and either the same shall be approved by the engineer so to be appointed or other plans, drawings, and specifications shall have been approved or settled by him, and the same works shall, in accordance with the plans, drawings, and specifications agreed, approved, or settled as aforesaid, be executed by the Company at their sole expense, under the superintendence and to the reasonable satisfaction of the water company's engineer for the time being:

(*c.*) The Company shall either grant or procure the grant to the water company of such an easement over, in, through, or upon any land not being a public road in which any main, pipe, works, or apparatus of the water company, and which shall be diverted by the Company, shall be placed as shall be necessary to enable the water company, by their workmen or agents, either with or without horses and carts, to do such acts thereon as may be necessary for the purpose of repairing, renewing, or altering their mains, pipes, works, or apparatus:

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

(*e.*) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company, or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, beyond the period required for removing such mains or pipes, the Company shall forfeit and pay to the water company for the use and benefit of the

A.D. 1877.

water company the sum of ten pounds for every hour during which such interruption shall continue, such sum to be recovered by the water company in any court of competent jurisdiction:

(*f.*) The expense of all repairs or renewals of any main, pipe, or service of the water company, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the water company in any court of competent jurisdiction:

(*g.*) If any difference shall arise between the Company or their engineer and the water company or their engineer touching the amount of any costs, expenses, or charges under the provisions of this Act, or any Act incorporated therewith, to be paid by the Company to the water company, or touching the mains, pipes, services, or other works under such provisions to be laid down, constructed, or maintained by the Company or the water company, or the mode of laying down or constructing the same, or the position thereof, such difference shall be settled by an engineer to be appointed on the application of either the Company or the water company by the Local Government Board:

(*h.*) Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities of the water company.

For the protection of the Baron Lionel de Rothschild.

12. In carrying the railway through the lands of the Baron Lionel de Rothschild, in the parish of Ealing, the Company shall form the railway within or on the verge of the limits of deviation in such a line as shall be prescribed by the said Baron if he thinks fit, but so that in constructing the railway where it runs on the west side of the Bolla Bridge Road, the centre line of the railway shall be carried in the line laid down in red on the plan signed by Sir John Kennaway, Baronet, and lodged in the Private Bill Office.

Power to take easements, &c. by agreement.

13. 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 required for the purposes of this Act in, over, or affecting any such lands, and the

provisions of the last-mentioned 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 until line opened or half the capital paid up and expended.

14. 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 20, eighteen thousand seven hundred and sixty pounds three pounds per centum consolidated Bank annuities, being equal in value to five per centum upon the amount of the estimate in respect of the undertaking originally proposed to be authorised by this Act, has been deposited with the Chancery Division of the High Court of Justice in respect to the application to Parliament for this Act: And whereas inasmuch as part of the undertaking so originally proposed has been abandoned, and the estimate of expense of the railways originally proposed to be authorised has been thereby reduced to the sum of two hundred and six thousand seven hundred pounds: Be it enacted that, notwithstanding anything contained in the said recited Act, the sum of ten thousand nine hundred and seven pounds fourteen shillings and twopence three pounds per centum consolidated Bank annuities, being such part of the said stock so transferred as aforesaid in respect of the application for this Act as was at the time of the said transfer equal in value to ten thousand three hundred and thirty-five pounds, which was five per centum on the estimate of the railways hereby authorised, shall not be 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, unless the Company shall previously to the expiration of the period limited by this Act for completion of the said railways either open the said railways for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the said railways for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of ten thousand nine hundred and seven pounds fourteen shillings and twopence of the said stock so transferred shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it

A.D. 1877.

shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding.

Application of deposit.

15. The said sum of ten thousand nine hundred and seven pounds fourteen shillings and twopence of the said stock so transferred shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways hereby authorised, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the said Chancery Division may seem fit, and if no such compensation shall be payable, or if a portion of the said sum of ten thousand nine hundred and seven pounds fourteen shillings and twopence of the said stock so transferred shall have been found sufficient to satisfy all just claims in respect of such compensation, then that sum, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the said sum of ten thousand nine hundred and seven pounds fourteen shillings and twopence of the stock so transferred shall have been re-transferred to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Release of balance of deposit.

16. The Chancery Division of the High Court of Justice may at any time after the passing of this Act, on the application of the

persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them, order that the sum of seven thousand eight hundred and fifty-two pounds five shillings and tenpence three pounds per centum consolidated Bank annuities, being the other portion of the said sum of stock so transferred as aforesaid, and the interest and dividends thereof, shall be re-transferred to the persons or person so applying, or to any other persons or person whom they or he may appoint in that behalf.

Period for completion of railways.

17. If the railways herein-before authorised by this Act are 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 railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Tolls for use of railways Nos. 1 and 2.

18. The Company may demand and take for the use of the railways Nos. 1 and 2 by this Act authorised, and for the supply of carriages, waggons, or trucks, any tolls not exceeding the following; (that is to say,)

For passengers.

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

For every person, twopence per mile;

And if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

For animals.

Second. In respect of animals conveyed upon the said railways, or any part thereof, as follows:

Class 1. For every horse, mule, or other beast of draught or burden, threepence per mile;

And if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 2. For every ox, cow, bull, or neat cattle, twopence per head per mile;

And if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 3. For every calf, pig, sheep, lamb, and other small animal, one penny each per mile;

And if conveyed in or upon a carriage belonging to the Company, an additional sum of one halfpenny per mile:

Third. In respect of goods and other things conveyed upon the said railways, or any part thereof, as follows:

Tonnage on articles of merchandise.

Class 4. For all coal, coke, culm, cannel, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, limestone, chalk, lime, bricks, salt,

A.D. 1877.

sand, fireclay, cinders, slag, and stone, 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 dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, charcoal, stones for building, pitching, and paving, tiles, slates, and clay (except fireclay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, 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, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile twopence 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 threepence;

And if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny.

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, conveyed on a truck or platform belonging to the Company, sixpence per mile;

And a like 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.

Tolls for propelling power.

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

Regulations as to tolls.

20. The following provisions and regulations shall be applicable to the fixing of such tolls and charges; (that is to say,)

For persons conveyed on the railway for a less distance than two miles, the Company may demand tolls and charges as for two miles:

For articles conveyed on the railway for a less distance than three miles, the Company may demand tolls and charges as for three miles:

For a fraction of a ton the Company may demand toll 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:

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

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

Tolls for small parcels and single articles of great weight.

21. And with respect to small packages not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rates of tolls prescribed by this Act, the Company may demand and take any tolls not exceeding the following; (that is to say,)

For the carriage on the said railways, or any part thereof, of any parcel not exceeding seven pounds in weight, threepence;

For the carriage of any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence;

For the carriage of any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence;

For the carriage of any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence;

And for the carriage of any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit:

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

For the carriage of any one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile:

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum rates of charges for passengers.

22. The maximum rate of charges to be made by the Company for the conveyance of passengers along the said railways, including

A.D. 1877.

the tolls for the use of the said railways, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums; (that is to say,)

For every passenger conveyed in a first-class carriage, threepence per mile:

For every passenger conveyed in a second-class carriage, twopence per mile:

For every passenger conveyed in a third-class carriage, one penny farthing per mile:

Maximum rates for animals and goods.

23. The maximum rates of charges to be made by the Company for the conveyance of animals and goods, including the tolls for the use of the said railways and waggons or trucks and for locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading, covering, and unloading of goods at any terminal station of such goods, and for delivery and collection, and any other services incidental to the duty or business of a carrier, where such services or any of them are or is performed by the Company, shall not exceed the following sums; (that is to say,)

For every animal in Class 1, fourpence per mile:

For every animal in Class 2, threepence 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, twopence per ton per mile:

For everything in Class 6, threepence per ton per mile:

For everything in Class 7, fourpence 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 sixpence.

Passengers luggage.

24. Every passenger travelling upon the said railways 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.

25. No station shall be considered a terminal station in regard to any goods conveyed on the said railways, unless such goods have been received thereat direct from the consignor of such traffic, or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

26. The restrictions as to the charges to be made for passengers shall not extend to any special trains run upon the said railways, in respect of which the Company may make such charges as they think fit, but 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 said railways.

Company may take increased charges by agreement.

27. 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 or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Lands for extraordinary purposes.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed one and a half acres.

Period for compulsory purchase of lands limited.

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

Power to raise additional capital.

30. The Company may, subject to the provisions of Part II. of "The Companies Clauses Act, 1863," raise any additional capital, not exceeding in the whole two hundred and fifty thousand pounds, by the issue at their option of new ordinary shares or stock, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid in respect thereof; and the capital so raised by them shall, subject to the provisions herein-after contained, form part of the capital of the Company.

Power to borrow on mortgage.

31. The Company may from time to time, for the general purposes of their undertakings, borrow on mortgage additional sums, not exceeding in the whole one hundred thousand pounds, but no part thereof shall be borrowed unless and until a resolution shall have been passed and confirmed as herein-after provided, constituting railways Nos. 1 and 2 hereby authorised a separate undertaking.

Former mortgages and bonds to have priority.

32. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages and bonds, but

A.D. 1877.

subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages granted by virtue of this Act, and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

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

Application of moneys.

34. All moneys raised by the Company under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied as by this Act provided.

Receipt clause in case of persons not sui juris.

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

Providing for separation of undertaking.

36. In the event of the directors of the Company passing a resolution to the effect that it is expedient that the capital (the amount of which shall be specified in such resolution) to be raised under this Act for the purposes of railways Nos. 1 and 2, and that the railways Nos. 1 and 2 hereby authorised shall be constituted a separate capital and undertaking, and on such resolution being confirmed at a general meeting of the Company, such railways and works by this Act authorised, together with all lands, buildings, and property to be purchased for the purposes thereof, shall form a separate undertaking distinct and apart from the rest of their undertaking, and shall be called "The Metropolitan District (Ealing Extension)."

Providing for management of separate undertakings.

37. Provided always, that the directors of the Company shall have the working and management of the affairs of the said separate undertakings, and they and any committees appointed by them for the purposes of that undertaking shall have and shall exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to the rest of the undertaking of the Company.

Prescribing how terms to be settled.

38. The terms and conditions upon which such separate undertaking shall be worked and managed by the Company, and the

dividends or annual or other sums to be paid to or upon the shares or stock constituting the said separate capital out of the gross receipts arising from traffic passing as well upon such separate undertaking as upon such separate undertaking and the other railways of the Company, and the payment to be made in respect of the use of such separate undertaking for the traffic of the Company, shall be such as shall be defined and settled by an extraordinary general meeting of the Company duly convened with notice of the object, and the substance of such terms and conditions shall be endorsed upon the certificates of the shares or stock constituting the separate capital of such separate undertakings upon the creation and issue of the same.

Extension to be worked in an efficient manner.

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

Power to use certain undertakings.

40. The Company may run over and use with their engines and carriages of every description, and with their officers and servants in charge of trains, the portions of railway herein-after mentioned, together with the stations, watering-places, booking offices, warehouses, landing-places, sidings, works, and conveniences connected with such portions of railway respectively; (that is to say,)

So much of the Richmond Branch of the London and South-western Railway as lies between the points of junction therewith of the railway authorised by "The Metropolitan District

A.D. 1877.

Railway Act, 1875," in Hammersmith, and the railway hereinbefore described as railway No. 1 in the parish of Chiswick, together with the Turnham Green Station on the said Richmond Branch.

Terms of such use.

41. The terms, conditions, and regulations to which the Company shall be subject in respect of the said use, and the tolls or other consideration to be paid by them for the same shall, if not agreed upon between the Company and the company owning or working the portion of railway so used, be from time to time determined by an arbitrator to be appointed on the application of either party by the Board of Trade, and the decisions of such arbitrator shall be binding and conclusive on all the parties in difference, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct; and any of the companies who shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by any such arbitrator in the premises shall forfeit and pay to such person or company, as the arbitrator shall determine, any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Byelaws to be observed by the Company.

42. The Company in using or traversing the said portion of railway, and in using the stations and conveniences thereof in accordance with the provisions herein-before mentioned, shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws shall be applicable to them.

Power to use the railways.

43. The South-western Company may run over and use with their engines and carriages of every description, and with their officers and servants in charge of trains, the Ealing Extensions, together with the junctions, stations, watering-places, booking offices, warehouses, landing-places, sidings, works, and conveniences connected therewith.

Terms of such user.

44. The terms, conditions, and regulations to which the South-western Company shall be subject in respect of the said use, and the tolls or other consideration to be paid by them for the same, shall, if not agreed upon between the South-western Company and the company owning or working the Ealing Extensions, be from time to time determined by an arbitrator to be appointed on the application of either party by the Board of Trade, and the decisions of such arbitrator shall be binding and conclusive on all the parties in difference, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct; and any of the companies

who shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by any such arbitrator in the premises shall forfeit and pay to such person or company, as the arbitrator shall determine, any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Byelaws to be observed by the South-western Company.

45. The South-western Company in using or traversing the Ealing Extensions, and in using the stations and conveniences thereof in accordance with the provisions herein-before mentioned, shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws shall be applicable to them.

Facilities to be given to the passenger traffic of the Great Western Railway Company.

46. The Company shall in respect of all passenger traffic to and from the Great Western Railway, whether viâ the Addison Road Station or viâ the railways by this Act authorised, to and from any station on the railways of the Company, including any station on the railways by this Act authorised, afford all necessary facilities for the due transmission of such traffic over the railways of the Company as well as if it were their own proper traffic, such facilities to include through booking and through rates and fares upon equal mileage terms; and if the Company shall hereafter grant to any other Company any facilities or privileges in respect of their traffic, they shall on demand grant the like facilities and privileges on the like terms to the Great Western Railway Company, and if any difference or dispute arise as to this provision, the same shall be settled by arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," and the arbitrator shall have power by his award to award any damages he may think equitable to either party.

Power to enter into agreements with the Great Western Railway Company.

47. The Company on the one hand and the Great Western Railway Company on the other hand may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," and of section 6 (as to Mansion House Station) of this Act, from time to time enter into and carry into effect agreements with respect to the following purposes, or any of them; (that is to say,)

The use by the Great Western Railway Company of the railways of the Company, or any of them, or of any part or parts thereof:

The levying, fixing, collection, division, and apportionment of the tolls, rates, and charges to be levied or taken in respect of the traffic using the railway of the Company, and any railway

A.D. 1877.

belonging or partly belonging to the Great Western Railway Company, or any part or parts thereof respectively:

The payments and allowances to be made, and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting Companies, including any railway partly belonging to the Great Western Railway Company:

Provided always, that nothing in any agreement made under the provisions of this section shall in any way take away, alter, or abridge any of the rights, powers, or privileges of the Metropolitan Railway Company as joint owners of the Hammersmith and City Railway, or under the agreement between the Company and the Metropolitan Railway Company dated the 29th day of June 1871, and scheduled to the Metropolitan Railway Act, 1872, or any of the rights, powers, or privileges of the London and North-western Railway Company under the heads of agreement made between the Company and the London and North-western Railway Company dated the 1st day of August 1871 and herein-before referred to.

Tolls for traffic partly on the railway and partly on the railways of the Great Western Railway Company.

48. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railways of the Company, or either of them, or any part thereof by the Great Western Railway Company, the railways of the Company and of the Great Western Railway Company shall for the purposes of tolls and charges be considered as one railway; and in estimating the amounts of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of the Great Western Railway Company for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of animals and goods, for every quarter of a mile beyond three 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 animals or goods partly on the railways of the Company and partly on the railways of the Great Western Railway Company, or any railway partly belonging to that Company.

Power to establish savings banks, &c.

49. The Company may, if they think fit, establish savings banks, and with respect to any savings banks so to be established the following provisions shall apply:

(1.) The Company may establish a savings bank or savings banks, with or without branches, at such of the stations on their railways as they may think fit, and may thereat receive, by way of deposit from any of their officers, clerks, servants,

workmen, or apprentices (or from the officers, clerks, servants, workmen, or apprentices of any other company working or using the undertaking of the Company), and from the husbands, wives, children, fathers, mothers, brothers, or sisters, nephews or nieces, or wards, being minors of such officers, clerks, servants, workmen, or apprentices, any money at interest:

(2.) Every such deposit, with the interest thereon, shall be a charge on the net profits of the Company's undertaking next after any debt of the Company then existing, and after moneys for the time being borrowed or authorised to be borrowed:

(3.) Two copies of the rules of any such savings bank, and of every amendment of the same from time to time (the term amendment to include a new rule and the cancelling of a rule), under the hands of three of the directors and of the secretary of the Company, shall be sent to the Registrar of Friendly Societies (as defined by "The Friendly Societies Act, 1875"):

(4.) Such rules shall contain provisions—

(*a.*) For the management of the savings bank and for the chief office of the same;

(*b.*) If thought fit, for the appointment and discharge of trustees;

(*c.*) For the payment in and the withdrawal of deposits, the rate of interest thereon, and the payment of such interest;

(*d.*) For the keeping and auditing of accounts;

(*e.*) For the balancing of accounts once a year at least, and the sending on or before the first April in every year to the Registrar of Friendly Societies (or to the Commissioners for the Reduction of the National Debt) a general statement (to be called the Annual Return) of the receipts and expenditure, funds, and effects of the savings bank as audited made out to the thirty-first December then last inclusively, with a copy of the auditors report, if any;

(*f.*) For supplying every depositor on demand with a copy of the rules for the time being at a price not exceeding sixpence, and with a copy of the annual return gratuitously;

(*g.*) For keeping a copy of the last annual return with the auditors report, if any, always hung up in a conspicuous place at the office of the savings bank;

(*h.*) For giving notice within fourteen days to the registrar of any change in the chief office, and of the appointment of any new trustees:

A.D. 1877.

(5.) The registrar on being satisfied that the rules or that any amendment of rules of a savings bank are or is in conformity with law, and with the provisions of this section, shall issue to the Company an acknowledgment of registry of such savings bank, or of such amendment of rules, which shall be conclusive evidence that such savings bank or such amendment of rules are or is duly registered:

(6.) The rules when so registered shall be binding on the Company and its officers, and on the depositors and their executors, administrators, and nominees:

(7.) Deposits may, if the rules so allow, be received from or on account of married women, and section 2 of "The Married Women's Property Act, 1870," shall apply to all such deposits:

(8.) Deposits may, if the rules so allow, be received from or on behalf of infants, and infants above the age of 16 years may execute all instruments, and give all acquittances necessary to be executed or given under the rules, but all instruments and acquittances relating to the deposits of infants under the age of 16 shall be executed or made by their parents or guardians:

(9.) A depositor above the age of 16 may, by writing under his hand sent to the office of the savings bank, nominate any person to whom his deposits not exceeding fifty pounds shall be paid at his decease, and may from time to time in like manner revoke or vary such nomination:

(10.) The deposits not exceeding fifty pounds of a person who dies intestate, and without having made any nomination under this Act, which remains unrevoked at his death, may be paid without letters of administration to the person who appears to the trustees, or a majority of the trustees, upon such evidence as they may deem satisfactory to be entitled by law to receive the same:

(11.) Sections 9, 10, 44, 45, 46, 48, and 49 of the Act of the 26 and 27 Victoria, cap. 87., to consolidate and amend the laws relating to savings banks, as amended by "The Savings Bank Barrister Act, 1876," shall apply to every savings bank herein mentioned, and the Company shall be deemed the trustees of the savings bank, and shall act by their directors or secretary:

(12.) If the trustees or officers of a savings bank fail to give any notice, send any document or return, or to do anything which the savings bank is hereby required to do, or make a

A.D. 1877.

return, or shall wilfully furnish information to the registrar in any respect false or insufficient, or otherwise act contrary to the provisions of this section, they shall be liable to a penalty not exceeding five pounds, recoverable at the suit of any person aggrieved, or of the Chief or any Assistant Registrar of Friendly Societies in a court of summary jurisdiction, and in manner directed by the Summary Jurisdiction Acts, as defined respectively in "The Friendly Societies Act, 1875:"

(13.) Section 39 of "The Friendly Societies Act, 1875," shall apply to any instrument or document, copy or extract of an instrument or document, to be executed or issued by a registrar for the purposes of this section; a copy of the rules under the seal of the Company shall also be evidence of such rules:

(14.) The following fees shall be payable to the registrar for matters to be transacted under the provisions of this section, and shall be paid by such registrar into the receipt of Her Majesty's Exchequer:

For the acknowledgment of registry of a savings bank, and of every amendment of rules of the same, twenty-one shillings;

For the determination of a registrar in a dispute, twenty-one shillings;

And if more than one hearing or adjournment become necessary, then twenty-one shillings more for every hearing after the first and for every adjournment;

For every document required to be signed by a registrar, or to bear the seal of the central office (as defined by "The Friendly Societies Act, 1875"), not chargeable with any other fee to the registrar, two shillings and sixpence;

For every inspection on the same day of documents (whether one or more) in the custody of the registrar relating to one and the same savings bank, one shilling;

For every copy or extract of any document in the custody of the registrar not exceeding two hundred and sixteen words, one shilling;

And if exceeding that number, fourpence per folio of seventy-two words (in addition to the fee, if any, for the signature of a registrar or seal of the central office).

Interest not to be paid on calls paid up.

50. 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

A.D. 1877.

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."

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

51. 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.

No exemption from provisions of future general railway Acts.

52. Nothing in this Act contained shall exempt the Company or the railways 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.

For protection of Post Office telegraphs.

53. The following provisions shall apply with respect to the railways and works by this Act authorised; that is to say,

The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him:

Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same:

The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may at and for all reasonable times enter on and into and remain on the railways hereby authorised, and the lands and works con-

nected therewith, for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon: Provided always, that such entry shall not interfere with the proper and efficient working of the line:

The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of the Company by any work or thing executed or done by them interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster General:

Her Majesty's Postmaster General on, over, along, and across any of the said railways, works, and lands may from time to time construct such line or lines of telegraphs as he thinks fit, with all necessary and proper posts, wires, apparatus, and other works connected therewith; and remove or vary the same, and construct others instead thereof or in addition thereto, and may maintain, inspect, test, repair, reinstate, work, and use the same, as they for the time being exist, and may, by his engineers and other officers, servants, and workmen, at and for all reasonable times for all or any of the purposes aforesaid, enter on and into and remain on those railways, works, and lands; but in the exercise of the powers of this section the Postmaster General shall not interfere with the traffic on any of the Company's railways, and shall cause as little inconvenience as may be to the Company, and shall execute and do every work or thing to the reasonable satisfaction of the engineer of the Company; and if at any time the Company desire to make at their own expense any alteration in any work executed by the Postmaster General under the authority of this section without interrupting or impeding postal telegraphic communication, they may do so, first giving notice in writing to the Postmaster General of their intention; and in the exercise of the powers given by this section the Postmaster General shall do as little damage as may be, and shall make full compensation to the Company for all damage sustained by them by reason or in consequence of the exercise of such powers, the amount and application of such compensation to be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," and any Act amending the same for the determination of the amount and application of compensation for lands taken or injuriously affected:

A.D. 1877.

Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, this section shall only remain in force for one year from the date of the passing of this Act, and to the end of the then next session of Parliament.

Expenses of Act.

54. 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.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1877.