CHAPTER clxxxii.

An Act to authorise the Staines and West Drayton Railway Company to divert a portion of their authorised Railway near Staines, and to extend the same into the town of Staines; and for other purposes. [2nd August 1883.]

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WHEREAS by the Staines and West Drayton Railway Act, 1873 (in this Act referred to as "the Act of 1873"), the Staines and West Drayton Railway Company (hereinafter called "the "Company") were incorporated and empowered to make a Railway from the London and South Western Railway at Staines to the Great Western Railway at West Drayton, and authorised to raise forty-eight thousand pounds by shares, and borrow sixteen thousand pounds on mortgage: 36 & 37 Vict., cap. 228.

And whereas by the Staines and West Drayton Railway Act, 1878, the powers granted to the Company by the Act of 1873 for the compulsory purchase of land which had then expired were revived, and the time for completing the Railway was extended: 41 Vict., cap. 99.

And whereas by the Staines and West Drayton Railway Act, 1881, the junction with the main line of the Great Western Railway was abandoned, and the Company were authorised to extend their Railway to the northern side of the Great Western Railway and form a junction with the Uxbridge Branch thereof, and to raise twenty-seven thousand pounds by ordinary or preference shares, and to borrow nine thousand pounds on mortgage:

And whereas the formation of the Railway is far advanced, and it has been found that the junction thereof with the London and South Western Railway (Windsor Branch) authorised by the Act of 1873 is at an inconvenient distance from the Staines Station, and it is therefore desirable that a more convenient junction should be substituted and that the Railway should be extended into the town of Staines:

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And whereas it is expedient that the Agreement between the Company and the Great Western Railway Company, a copy of which is set forth in the Schedule to this Act, be confirmed, and that such powers, as are hereinafter expressed, be conferred on the Company and the Great Western Railway Company respectively:

And whereas it is expedient that the Company be authorised to raise additional capital for the purposes of this Act, and also for the purpose of doubling their authorised line of Railway:

And whereas plans and sections describing the line and levels of the Railway authorised by this Act, 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 clerk of the peace for the county of Middlesex, and are hereinafter referred to as the deposited plans, sections and books of reference:

And whereas the purposes aforesaid 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 with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows (that is to say):—

Short title.

1. This Act may be cited, for all purposes, as the Staines and West Drayton Railway Act, 1883.

Incorporation of general Acts.

2. The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The giving of notices; and

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

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863; the Lands Clauses Consolidation Acts, 1845, 1860 and 1869; the Railways Clauses Consolidation Act, 1845; and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Railway" means the Railways authorised by this Act; 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 partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make Railways.

4. 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 hereinafter described, with all proper stations, approaches, junctions, sidings, 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 as may be required for that purpose.

The Railways hereinbefore referred to and authorised by this Act will be situate in the parish of Staines, in the county of Middlesex, and are as follows:—

(1.) A Railway (No. 1), seven furlongs and nine and a quarter chains in length, commencing by a junction with the Railway of the Company, now in course of construction at a point on Staines Moor, distant four hundred and twenty yards, or thereabouts, measured in a southerly direction along the Railway from the northern boundary fence of the said moor, and terminating at the north side of the dwelling-house belonging or reputed to belong to Charles Waring Finch and Waring Finch, at or near the west side of Pound Mill, in the town of Staines;

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(2.) A Railway (No. 2), one furlong and two chains in length, commencing by a junction with Railway No. 1, before described, at a point in the moor allotments on the south-western side of the Windsor Branch of the London and South Western Railway, about midway between the Railway and the mill-stream, and one hundred and seventy yards, or thereabouts, measured in a south-easterly direction from the road leading to the cattle bridge over that branch railway, and terminating by a junction with the said branch railway at a point five hundred and twenty yards, or thereabouts, measured along the Railway in a north-westerly direction from the bridge carrying the said branch railway over High Street or London Road in the town of Staines;

(3). A Railway (No. 3), six and a half chains in length, commencing by a junction with Railway No. 1 before described, in the meadow or orchard numbered eighty on the Ordnance twenty-five inch map, at a point distant eighty yards, or thereabouts, measured in an easterly direction from the eastern corner of Duncroft Cottage, and terminating in that portion of the grounds of the Linoleum Manufacturing Company (Limited), which is numbered ninety on the said Ordnance twenty-five inch map, at a point distant one hundred yards or thereabouts, northward of Pound Mill, in the town of Staines:

Provided always that the Company shall not for the purposes of the Railway purchase or acquire a greater quantity of the common or commonable land, called Staines Moor than one acre: Provided also that the provisions of the Lands Clauses Consolidation Act, 1845, with respect to the purchase and taking of lands otherwise than by agreement, shall not apply or be in force with respect to any lands required exclusively for the purposes of Railway No. 3.

Power to Company to raise additional capital.

5. 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 forty-five thousand pounds, by the issue at their option of new ordinary shares or new preference shares, or wholly or partially by either of those modes, 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 of the amount of such share shall have been paid in respect thereof.

New shares to be subject

6. Except as by this Act otherwise provided, the capital in new shares created by the Company under this Act and the new shares

therein and the holders thereof respectively shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares were shares in that capital, and any new shares so created shall form part of such capital accordingly.

to the same incidents as other shares.

7. Every person who becomes entitled to new shares shall in respect of the same be a holder of shares in the capital of the Company, and shall be entitled to a dividend with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

Dividends on new shares.

8. Except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any new shares to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preferential shares.

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

New shares raised under this Act and any other Act may be of same class.

10. The Company may in respect of the additional capital of forty-five thousand pounds, which they are by this Act authorised to raise, from time to time borrow on mortgage of the undertaking, any sum not exceeding in the whole fifteen thousand pounds, but no part thereof shall be borrowed until shares for the whole of such additional capital of forty-five thousand pounds are 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 additional capital has been issued and 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 additional 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 or their executors, adminstrators, 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

Power to borrow on mortgage.

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a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Priority of principal money secured by existing mortgages.

11. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof shall, during the continuance of such mortgages, have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Appointment of a receiver.

12. Section 11 of the Act of 1881, relating to the appointment of a receiver is hereby repealed, but without prejudice to any appointment heretofore made or any proceedings now pending. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest due on their respective mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than four thousand pounds in the whole.

Power to create and issue debenture stock.

13. 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.

14. All moneys raised under this Act, whether by shares, debenture stock or borrowing, shall be applied only for the purposes of this Act and the recited Acts, being in every case purposes to which capital is properly applicable.

Period for compulsory purchase of lands.

15. 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 two years from the passing of this Act.

Power to take easements, &c., by agreement.

16. 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.

For the protection of the London and South Western Railway Company.

17. Whereas the Railway No. 1, by this Act authorised, is so laid out as to pass over and alongside the Windsor Branch Railway (hereinafter referred to as the Windsor Branch) of the London and South Western Railway Company (hereinafter referred to as the South Western Company), and the Railway No. 2 is proposed to form a junction with the Windsor Branch. Therefore the following provisions shall have effect:—

(1.) The junction of Railway No. 2 with the Windsor Branch shall be made at such point within the limits of deviation shown upon the deposited plans, or within the lands of the South Western Company, and in such manner as the Engineer of the South Western Company (hereinafter referred to as the South Western Engineer) shall by writing approve;

(2.) The Company shall not enter upon or interfere with any railway, lands or works of the South Western Company, or execute any works whatever affecting the same by way of junction, crossing over, or otherwise, except for the purpose of setting out the line until the Company shall have delivered to the South Western Company plans, sections, detail drawings and specifications of such intended works, and the same shall have been approved in writing by the South Western Engineer, or if such Engineer have given no such approval within fourteen days after the delivery of the plans, sections detail drawings and specifications, then not until the same have been approved by an engineer to be agreed upon or failing agreement, to be appointed on the application of either Company by the President for the time being of the Institution of Civil Engineers;

(3.) The bridge carrying Railway No. 1 over the Windsor Branch shall be constructed with two spans of not less than twenty-six feet each in the clear, measured on the square, and with a clear headway of not less than fourteen feet throughout above the level of the rails of that Branch Railway;

(4.) The Company shall execute and for ever after maintain all such works as shall be necessary for the protection of the railway and lands of the South Western Company by reason of the diversion of the Mustard Mill Stream, and in case of any

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difference of opinion between the Company and the South Western Company as to whether any and what such works are necessary, such difference shall be determined by arbitration in manner hereinafter provided;

(5.) The Company shall pay to the South Western Company all reasonable costs, charges and expenses which may from time to time be incurred by them in connection with or incident to the construction, maintenance, watching, working, managing and using the junction crossing and other works affecting the South Western Railway by this Act authorised, and Part I. of the Railways Clauses Act 1863, respecting junctions, shall as respects each such junction operate and have full effect:

(6.) The South Western Company may recover from the Company full compensation for any loss damage costs or expenses sustained or incurred by them by reason of any alteration of or interference with their railways and works, or by reason of any failure of the works of the Company, or of obstruction or interruption to their traffic occasioned by the Company, their contractors, agents or servants, or the exercise of the powers of this Act, whether during the construction of the Railways or subsequently; and in the event of the failure at any time of any works of the Company affecting the Windsor Branch, and which may require immediate attention, the South Western Company may without notice execute such works of strengthening and reparation as may be necessary, and the reasonable cost of such works, including all material, labour, watchmen, and all expenses incidental thereto, shall be payable by the Company to the South Western Company, and in case of difference the amounts so payable shall be settled by arbitration as hereinafter provided;

(7.) The Company shall bear and on demand pay to the South Western Company the reasonable costs and expenses of the employment by them during the construction of any work of the Company affecting or adjacent to the South Western Company's railways, or any of them, of a sufficient number of inspectors, signalmen and watchmen, to be appointed by them for watching the railways and works of the South Western Company, and the conduct of the traffic thereon, with reference to and during the construction and subsequent maintenance and repair of the intended works of the Company, and for preventing, as far as may be, all interference, obstruction, danger and accident with, of, or to the railways and works of the

South Western Company, and shall likewise pay all reasonable costs and expenses, and all loss incurred by, or occasioned to, the South Western Company by or from the acts or defaults of any person or persons in the employ of the Company, or of their contractors, with reference thereto or otherwise;

(8.) Except for the purposes of the junction by this Act authorised, and for the purpose of carrying Railway No. 1 over the Windsor Branch, the Company shall not, without the consent in writing of the South Western Company under their Common Seal, take or acquire any rights over any land of the South Western Company, 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 South Western Company, or to alter, vary or interfere with the railway or works of that Company, or any of them, further or otherwise than is necessary for the construction and maintenance of the Railways and junction by this Act authorised, without the consent in writing in every instance of the South Western Company under their common seal, and with respect to any lands of the South Western Company, which the Company are by this Act authorised to use, enter upon or interfere with, the Company shall not, without such consent in writing, purchase or take the same, but the Company may purchase and take, and the South 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;

(9.) If any dispute shall arise between the South 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, the costs of such arbitration to be in the discretion of such arbitrator;

(10.) Except as by this Act is expressly otherwise provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the rights, privileges or powers of the South Western Company.

Deposit-money not to be repaid except so far

18. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty, chapter

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as Railway is opened.

twenty, a sum of one thousand three hundred and thirty pounds new three pounds per centum annuities, being five per centum upon the amount by which the estimate in respect of the Railway authorised by this Act exceeds the expense of the portion of Railway by this Act directed to be abandoned, has been deposited with the Chancery Division of the High Court of Justice in England, in respect of the application to Parliament for this Act, (which sum is in this Act referred to as "the deposit fund"): Be it enacted that, notwithstanding anything contained in the said recited Act, 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 said Railway for the public conveyance of passengers, provided that if within such period as aforesaid the Company open any portion of the said Railway for the public conveyance of passengers, then, on 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 Chancery Division shall, on the application of the depositors, order the portion of the deposit fund, so specified in the certificate as aforesaid, to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall, if signed by the Secretary or by an Assistant Secretary of the said Board 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 recited Act to the contrary notwithstanding.

Application of deposit.

19. If the Company do not previously to the expiration of the period limited by this Act for the completion of the Railway hereby authorised to be made, complete the said Railway, and open it for the public conveyance of passengers, then, in every such case, the deposit fund or so much thereof as shall not have been paid or transferred 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the said Railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company

by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court may seem fit, and if no such compensation shall be payable, or if a portion of the deposit fund shall have 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 required as aforesaid shall either be forfeited to Her Majesty and shall accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Court thinks fit to order on the application of the Solicitor to 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 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 deposit fund should have been repaid to the depositors, or shall have become otherwise applicable as hereinbefore 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 depositors.

Period for completion of works.

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

Railway and works to form part of Company's undertaking.

21. The Railway by this Act authorised shall for the purposes of tolls and charges and all purposes whatsoever be part of the undertaking of the Company.

Classification table of goods to be open to inspection, and copies kept for sale.

22. The book tables or other document in use, for the time being, containing the general classification of goods carried by goods or merchandise train on the Railway shall, during all reasonable hours, be open to the inspection of any person, without the payment of any fee at every station at which goods or merchandise are received for transmission, and such book, tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall, within one week after application in writing, made to the secretary of the Company, by any person interested in the carriage of any goods which have been or are intended to be

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carried over the Railway, render an account to the person so applying, in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the Railway shall be distinguished from the terminal charge (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

If the Company fail to comply with the provisions of this section they shall for each offence, and in the case of a continuing offence, for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty may be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 section 14.

Company to abandon portion of line authorised by Act of 1873.

23. The Company shall abandon the construction of so much of Railway No. 2, authorised by the Act of 1873, as was intended to be situated between the commencement of Railway No. 1, by this Act authorised, and the Windsor Branch of the London and South Western Railway.

Compensation for damage to land by entry, &c., for purpose of Railway abandoned.

24. The abandonment by the Company under the authority of this Act of any portion of any Railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of Railway; and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage or injury which has been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Act of 1873.

Compensation to be made in respect of portion of Railway abandoned.

25. Where, before the passing of this Act, any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the Railway or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and

application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Working Agreement with Great Western Company confirmed.

26. The Agreement, dated the thirteenth day of November, one thousand eight hundred and eighty-two, made between the Company of the one part, and the Great Western Railway Company of the other part, a copy of which is set forth in the Schedule to this Act, is hereby confirmed, and shall be binding and obligatory on the Company and the Great Western Railway Company respectively as if such Agreement formed an incorporated part of this Act.

Providing for further agreements.

27. 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, as amended or varied by the Regulation of Railways Act, 1873, from time to time, enter into and carry into effect contracts and agreements for and with respect to the following purposes, or any of them (that is to say) :—

The working, use, management and maintenance of the Railways of the Company ;

The supply during the continuance and for the purposes of any contract or agreement for the working or use of the Railways of the Company by the Great Western Railway Company of rolling and working stock and plant, and the employment of officers and servants for the conveyance and conduct of the traffic ;

The interchange, accommodation, conveyance and transmission of traffic coming from or destined for the Railways of the contracting Companies ;

The fixing, collection, appropriation and division of the tolls, rates, and revenue arising from such traffic ;

The payments and allowances to be paid or allowed, and the conditions to be performed by either of the contracting Companies to the other of them :

Tolls on traffic conveyed partly on the Railway and partly on other Railways.

28. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the Railway 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 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 of the Company and partly on the Great Western Railway, for a less

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distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three 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 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 passengers, animals or goods, partly on the Railway of the Company and partly on the Great Western Railway.

Interest or dividends not to be paid on calls paid up.

29. 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 calls made in respect of the shares held by him, but nothing herein contained shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

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

30. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum of money which by any Standing Order of either House of Parliament now in force, or hereafter to be 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 execute any other work or undertaking.

Provisions as to General Railway Acts.

31. Nothing in this Act contained shall exempt the Railways of the Company from the provisions of any general Act relating to railways or to 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 further revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT, made the thirteenth day of November, in the year of our Lord one thousand eight hundred and eighty-two, between The Staines and West Drayton Railway Company (hereinafter called "the Staines Company") of the one part, and The Great Western Railway Company (hereinafter called "the Great Western Company") of the other part. A.D. 1883.

Whereas the Staines Company were, by The Staines and West Drayton Railway Act, 1873, authorised to construct and maintain the Railways hereinafter mentioned, with all proper works and conveniences connected therewith, viz.:—

(1) A Railway, two miles four furlongs and four decimal sixty chains in length, commencing by a junction with the Great Western Railway, in the Parish of Hillingdon, in the County of Middlesex, one hundred and fifty-four yards, or thereabouts, west of the thirteen-and-a-quarter mile-post on that Railway from London, and terminating on the north side of the road known as the Bath Road, at Colnbrook, in the Parish of Stanwell, in the County of Middlesex, about four hundred yards east of the Punch Bowl Inn; and

(2) A Railway, two miles six furlongs and four decimal sixty chains in length, commencing by a junction with Railway No. 1, at the termination thereof before described, and terminating by a junction with the Windsor Branch of the London and South Western Railway, at a point on Staines Moor, in the Parish of Staines, in the County of Middlesex, where such branch Railway passes underneath a bridge, forty-three chains, or thereabouts, measured along the line of Railway north-west of the Railway bridge over the main London Road, in Staines.

And whereas by The Staines and West Drayton Railway Act, 1878, the powers of the Staines Company for the compulsory purchase of lands were revived, and the time limited for completing the Railway was extended; and by The Staines and West Drayton Railway Act, 1881, the time limited for making the Railway authorised by the Act of 1873 was further extended, and the Staines Company were authorised to abandon the construction of so much of Railway No. 1, authorised by the Act of 1873, as would be rendered unnecessary by the construction of the Railway in the reciting Act described, and in lieu thereof were authorised to construct—

A Railway, four furlongs one chain and three links in length, commencing in the Parish of Iver, in the County of Buckingham, at a point on the centre

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line of Railway No. 1, authorised by the Act of 1873, about one chain northward of the northern side of the River Colne, thence passing in a northerly direction under the main line of the Great Western Railway, and terminating in the Parish of Hillingdon, in the County of Middlesex, by a junction with the Uxbridge Branch of the Great Western Railway at, or near, the distance post on that branch Railway denoting thirteen and a quarter miles from Paddington.

And whereas the convenience of the public and the interests of the parties hereto would be promoted by the working by the Great Western Company of the Railways of the Staines Company in connection with the Railways of the Great Western Company, and the two parties have determined to enter into and execute these presents by way of Agreement as hereinafter appearing.

Now therefore, these presents, witness that it is hereby mutually agreed by and between the Staines Company and the Great Western Company, each covenanting for their own acts and defaults only as follows, that is to say :—

Article 1.—The expression "the Railways" wherever hereafter employed, means and includes the Railway or Railways of the Staines Company, authorised by the said Acts, and the sidings, stations, approaches, works and conveniences connected therewith; and the words "works and conveniences," respectively, include all works and conveniences for landowners and others, which under any Act of Parliament or contract the Staines Company hereafter may be bound to make.

Article 2.—The word "traffic" wherever hereafter employed, means and includes all passenger, small parcels, animal, goods, mineral and other traffic of what nature or kind soever, whether local or through, to be conveyed by the Great Western Company on the Railways or any part thereof.

Article 3.—The Staines Company will make and complete the Railways as authorised or as may be altered or modified by Agreement with the Great Western Company with a single line of rails on the narrow gauge with efficient permanent way, and with all proper and sufficient junctions, sidings, stations, station houses, station fittings, furniture, sheds, cranes, water tanks, water cranes, signals, electric telegraph, passing place and other works and conveniences, and including also a proper and sufficient dwelling house at the level crossing on the Bath Road, and including proper and sufficient independent terminal passenger and goods station at Staines, and also including the provision of such works as may be requisite in the Great Western Company's station at West Drayton, consequent upon the opening of the Railways according to a plan of such last-mentioned works, signed by William George Owen on behalf of the Great Western Company, and William Dennis on behalf of the Staines Company, and so that the Railways shall be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic, and also to the reasonable satisfaction of the Engineer for the time being of the Great Western Company.

Article 4.—Before the opening of the Railways for public traffic the Staines Company will, so far as they reasonably can, make all such arrangements as shall be proper and sufficient for enabling the Great Western Company, on and

after the opening of the Railways for public traffic, to work and use the same in accordance with this Agreement.

Article 5.—If and whenever, after the opening of the Railways for public traffic, any additional sidings or other works or conveniences in connection therewith are found expedient or necessary for the due development, or the safe and convenient reception, accommodation, conveyance or delivery of traffic thereon, or for compliance with the requirements of any Act of Parliament, or the obligation of any contract binding on the Staines Company, the same shall be provided by the Staines Company, but notice of such additional sidings or other works and conveniences being required shall previously be given to the Staines Company, and, if they shall object to their being required or provided, any question relating thereto shall be referred to and determined by arbitration as hereinafter provided, all such extra works shall be considered as part of the Railways: Provided always that, in the event of the Staines Company being unable to raise the capital necessary for the construction of such works as aforesaid, the Great Western Company may construct the same, and interest on the cost thereof, at the rate of four pounds per centum per annum, shall be a first charge upon the share of receipts payable as hereinbefore provided to the Staines Company, but no deduction shall be made from the share so receivable by the Staines Company so long as such share is not more than sufficient to pay the interest due on the mortgage or debenture debt for the time being of the Staines Company.

Article 6.—If and whenever hereafter it is found necessary for the fulfilment by the Staines Company of any of the Articles of this Agreement to be fulfilled by them at the request or with the sanction of the Great Western Company, that they shall make or incur any expenditure or liability beyond the amount which they are then authorised to raise by shares and by borrowing respectively, they will apply to Parliament or to the Board of Trade, under the provisions of "The Railways Companies Powers Act, 1864," for and use their utmost reasonable endeavours to obtain an Act authorising them to raise the requisite amount by shares and by borrowing respectively.

Article 7.—Subject as hereinafter mentioned, the Staines Company will not at any time during the continuance of this Agreement act as carriers on the Railways or any part thereof, and they will abstain from doing and concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights, powers and privileges intended to be secured to them by this Agreement.

Article 8.—On and for ever after the opening of the Railways for public traffic, the Great Western Company may and will manage, work and use the same and the traffic thereon in accordance with this Agreement.

Article 9.—On and for ever after the expiration of six months after the opening of the Railways for public traffic, the Great Western Company will maintain the same and all the various works, matters and things herein defined to be included in the Railways in substantial repair and in good working order

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and condition: Provided always that the Great Western Company shall not be required to maintain the Railways during the first six months after the opening thereof for public traffic, but the same shall, during that period, be maintained by and at the expense of the Staines Company.

Article 10.—On and for ever after the opening of the Railways for public traffic the Great Western Company shall and will, with engines and carriage, and appliances of all descriptions necessary or usually provided for the occupation, working and management of Railways, and for the effective carrying of the traffic thereon at all times during the continuance of this Agreement, properly and sufficiently develop and accommodate the traffic to be conveyed on, to, from and over the Railways, and for that purpose will run over the Railways of the Staines Company such a reasonable number of trains, and of such a class as may be fixed or determined on by Agreement between the respective Companies, or, in case of difference, by arbitration, as hereinafter provided.

Article 11.—On and for ever after the opening of the Railways for public traffic the Great Western Company will provide and employ all station masters, booking clerks, porters, engine drivers, guards, watchmen, workmen and servants, and all other officers for the Staines Company (except their secretary and staff), and will provide all such locomotive power, engines, carriages, trucks and rolling stock (other than wagons for mineral traffic), plant, stores, materials and labour as shall be proper and sufficient for the working and user of the Railways or any portion thereof, and the reception, accommodation, conveyance and delivery of traffic thereon, and the Staines Company shall not be bound to employ or provide any such person or thing.

Article 12.—The Great Western Company will, in addition to their obligations under the last Article, provide wagons for mineral traffic in such cases and under such circumstances as would, if the Railways were part of their own main line, be cases and circumstances in and under which they are or shall, for the time being, be in the habit of supplying wagons for such traffic.

Article 13.—On and for ever after the opening of the Railways for public traffic the Great Western Company shall, so far as the Staines Company have power to delegate the same, have, exercise and enjoy at their own expense and risk, for the purposes of the management, maintenance, repair, working and user by them of the Railways, all the rights, powers and privileges whatsoever in that behalf of the Staines Company, and as fully and as effectually as if the Railways were part of the Great Western Railway.

Article 14.—The Great Western Company will, in the exercise of their rights, powers and privileges under this Agreement in all respects, duly perform and observe the several provisions with respect to the management, maintenance, repair, working and user of the Railways, and every part thereof, and to the traffic thereon, contained in the Acts from time to time in force with respect to the same, and will at all times indemnify and save harmless the Staines Company from and against all obligations and liabilities in that behalf, and all penalties for failures, losses, damages, costs, charges and expenses, claims and

demands whatsoever in any way occasioned or incurred by, or by reason of any Act or default or negligence of the Great Western Company, or any of their directors, agents, officers or servants, or of the officers or servants appointed by the Great Western Company.

Article 15.—On and for ever after the opening of the Railways for public traffic, the Staines Company will bear and pay all tithes, rent charges, rents, rates or taxes and assessments usually paid by landowners, or properly chargeable against capital, and the Great Western Company will bear and pay all rates or taxes, assessments, salaries, wages and other outgoings in respect of the Railways properly chargeable against revenue (except property or income tax), and except the remuneration of the directors and auditors of the Staines Company, and the salary of their secretary and his staff and their expenses, and all Government duty in respect of traffic shall be paid out of the gross receipts from such traffic before division as hereinafter provided.

Article 16.—The Great Western Company shall from time to time after the opening of the Railways for public traffic, except as otherwise provided by this Agreement, make and satisfy all expenditure and liability on revenue account, with respect to the same, except only the expenditure and liability properly chargeable against capital, which shall from time to time be made or satisfied by the Staines Company.

Article 17.—If and whenever after the opening of the Railways for public traffic, and during the continuance of this Agreement, the Great Western Company make or satisfy any expenditure or liability of the Staines Company, properly chargeable against capital, the amount paid or applied by the Great Western Company in that behalf shall be a debt due to them from the Staines Company, and shall bear interest at the rate of four pounds per cent. per annum, from the time of the payment or application of the same by the Great Western Company, to the time of the repayment thereof by the Staines Company.

Article 18.—The Great Western Company will accommodate in their West Drayton Station the traffic arising from the Railways and conveyed by them under this Agreement, without any payment of rent for such accommodation, until dividends at the rate of four pounds per cent. per annum are from time to time declared on the capital raised by the Staines Company and paid, and after such payment the Staines Company shall pay to the Great Western Company such rent and other payment for the accommodation and services afforded to their traffic at West Drayton Station as shall be agreed upon between them and the Great Western Company, or, failing Agreement, as shall be determined by arbitration in the manner hereinafter provided.

Article 19.—On and for ever after the opening of the Railways for public traffic the tolls, fares, rates and charges in respect of the same and the traffic thereon shall, subject to the Staines Company's Special Acts, be fixed by the General Manager for the time being of the Great Western Railway, and he shall have power to fix and quote such rates and fares as he may think proper and necessary, and shall in other respects have and may exercise the same powers and authority in and over the Railways and the traffic thereon as

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he shall for the time being have the power to exercise over the Great Western Railway.

Article 20.—The gross amount of all the tolls, fares, rates and charges from time to time payable to the Staines Company and the Great Western Company respectively in respect of the Railways and the traffic thereon, and receivable by the Great Western Company, shall be divided between and belong to the two Companies in equal moieties.

Article 21.—The Great Western Company will bear and pay all the expenses of and incident to the making, maintaining, repairing, renewing, manning, watching, working, and using of the junction of the Railways with the Railway of the Great Western Company.

Article 22.—The gross amount hereinbefore referred to shall comprise the gross tolls, fares, rates and charges, including the usual Clearing House Station to Station Terminals, receivable in respect of all local traffic, and a due mileage proportion of the gross amount of all through fares, rates and charges receivable in respect of all through traffic, after deduction of the usual Clearing House Station to Station Terminals, and such gross amount shall include all terminals on traffic arising or terminating at stations upon the line of the Staines Company (the West Drayton Station being considered as a station upon the Railways in respect of traffic passing over the Railways, if and when the Staines Company are as hereinbefore provided, liable to pay rent in respect of such station, and such rent is duly paid and satisfied), but such gross amount shall not include Government duty on passengers paid ons, and moneys received or receivable in respect of moneys actually paid, or expenditure actually incurred, for the collection, cartage and delivery of goods and traffic of every description to or from any terminus or station on the Railways or beyond the whole of which the Great Western Company shall be entitled to deduct and retain or allow prior to ascertaining gross profits available for division.

Article 23.—The moiety of the gross amount payable to the Staines Company as aforesaid shall be paid half-yearly, as hereinafter provided.

Article 24.—Each of the two Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this Agreement, which accounts and vouchers shall be open at all reasonable times for the inspection and transcription by the directors and agents of the two Companies respectively, and the two Companies respectively will afford to each other all proper and sufficient facilities for their inspection and transcription accordingly.

Article 25.—With respect to all through traffic passing to and from the Railways, and any of the several Railways from time to time worked and used by the Great Western Railway Company, and whether or not also passing on any other Railway, the accounts of the tolls, fares, rates and charges for the same shall be so kept as that a mileage proportion thereof, including terminals, shall be attributed to the Railways, and to the several Railways from time to time worked or used by the Great Western Company respectively, so as to show clearly the fairness of the apportionment: Provided always that when any

traffic has passed for a less distance than one mile over the Railways and thence over any part of the Great Western Railway, or any line worked by the Great Western Company in connection therewith, or has passed for a less distance than one mile over the Great Western Railway, or any line worked by the Great Western Company in connection therewith, and thence over the Railways, or any part of the Railways, the Staines Company, or the Great Western Company, as the case may be, shall receive mileage as for half a mile.

Article 26.—Each of the two Companies shall, within forty days, after the thirtieth day of June and the thirty-first day of December in every year, transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this Agreement; and the Great Western Company shall, within twenty-five days after such accounts have been adjusted, remit to the Staines Company the balance appearing due to them hereunder.

Article 27.—If and whenever either of the two Companies, within fourteen days after the transmission to them of any abstract of accounts, requires the other Company to verify the same, they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account; or, if they permit the fourteen days to pass without requiring the verification of the abstract of accounts, the same shall thereupon be deemed a settled account; and no account once settled shall be re-opened except some manifest error therein, to an amount not less than one hundred pounds, shall be discovered; in which case the same shall, notwithstanding the expiration of the period before limited, be rectified.

Article 28.—Every notice, request, account or other writing, to be given by either of the two Companies to the other of them, for any of the purposes of this Agreement, shall be sufficient, if it be signed by the Secretary of the other Company, and be left for them at, as regards the Staines Company, their principal office, or such other place as they shall from time to time give notice in writing of to the Great Western Company; and, as regards the Great Western Company, their principal office at Paddington.

Article 29.—This Agreement shall, so far as the Companies can legally agree, be in perpetuity, but subject to revision thereof by the Board of Trade, in the manner provided by section 27 of The Railways Clauses Act, 1863.

Article 30.—All matters hereinbefore referred to arbitration, and all differences which may arise between the Staines Company and the Great Western Company, touching the true intent or construction of this Agreement, or touching anything to be done, suffered or omitted in pursuance of this Agreement, or touching any of the incidents or consequences of this Agreement, or touching the carrying into effect of any of the Articles of this Agreement, or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this Agreement, or touching any liability, damages, losses, costs or expenses, by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs or expenses, or otherwise, relating to the premises, every such difference shall be referred to and determined by arbitration, in accordance with

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the provisions of the "Railway Companies Arbitration Act, 1859," and every question or matter so referred shall be deemed to be in difference between the two Companies, and this Article shall accordingly be and have effect as an Agreement, between the two Companies for arbitration under that Act.

In witness whereof, the Companies, parties hereto, have caused their respective Common Seals to be hereunto affixed the day and year first before written.

The Common Seal of the Staines and West Drayton Railway Company was hereunto affixed in the presence of

R. J. Jenkins, } Directors.
W. H. Cotton, }

M Stephenson, Secretary.

Common Seal of the Staine and West Drayton Railway Company.

The Common Seal of the Great Western Railway Company was hereunto affixed in the presence of

G. Cottman,
Asst. Secy.

Common Seal of the Great Western Railway Company.

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