# CHAPTER ccl.

An Act for making a Railway between Wimbledon and Putney in the county of Surrey. [18th August 1882.] A.D. 1882.

WHEREAS the construction of the railways in this Act described will be of public and local advantage:

And whereas the persons herein-after in that behalf named with others are willing at their own expense to make and maintain such railways and it is expedient that they be incorporated into a company for that purpose:

And whereas plans and sections showing the lines and levels of the railways 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 Surrey and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the Company to be incorporated by this Act be empowered to pass over the railways or portions of railways in this Act mentioned:

And whereas it is expedient that the Company and the Metropolitan District Railway Company be empowered to enter into and carry into effect working and other agreements as in this Act provided:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

**1.** This Act may be cited as the Wimbledon and West Metropolitan Junction Railway Act 1882. Short title.

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Incorporation of general Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.

**2.** The Companies Clauses Consolidation Act 1845 Part I. (cancellation and surrender of shares) and Part III. (debenture stock) of the Companies Clauses Act 1863 (as amended by the Companies Clauses Act 1869) the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (construction of railways) and Part III. (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 Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised the expression "the South-western Company" means the London and South-western Railway Company the expression the Brighton Company means the London Brighton and South Coast Railway Company the expression "the District Company" means the Metropolitan District Railway Company 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.

Interpretation of term "parish clerk."

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

Company incorporated.

**5.** John Innes Frederick Searle Parker James Paxton and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of

making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the Wimbledon and West Metropolitan Junction Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railway.

**6.** Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways herein-before referred to and authorised by this Act are :—

Railway No. 2—2 miles 1 furlong 7·80 chains in length commencing near the arch carrying the road leading from the Gap Lodge of Wimbledon Park to Wimbledon Cemetery over the South-western Railway and terminating by a junction with the authorised line of the Kingston and London Railway Company ;

Railway No. 3—2 furlongs 1·90 chains in length commencing by a junction with the Tooting Merton and Wimbledon Railway between the Wimbledon and Haydon's Lane stations and terminating near the commencement of Railway No. 2.

Junctions of railway with Kingston and London and Tooting Merton and Wimbledon Railways to be formed according to agreed plans.

**7.** The junction of Railway No. 2 with the authorised railway of the Kingston and London Railway Company herein-after referred to as "the Kingston Company" near to Putney and the junction of Railway No. 3 with the Tooting Merton and Wimbledon Railway herein-after referred to as "the Tooting Railway at Wimbledon" shall respectively be constructed according to plans to be reasonably approved by the respective engineers of the Kingston Company and the Brighton and the South-western Companies as the case may be which two last-mentioned companies are herein-after when jointly referred to called "the joint companies" and the first-named junction shall be formed at a point not less than three hundred and thirty yards south of the Upper Richmond Road.

Communications with the Kingston and London and Tooting Mer-

**8.** All openings in the rails of the authorised railway of the Kingston Company and of the Tooting Railway shall be made only at such points thereon respectively as the engineers of the Kingston Company or of the joint companies as the case may be respectively

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ton and Wimbledon Railway.

may reasonably approve and all such communications and openings and works at or in connexion with such openings or any of them and the physical junctions by this Act authorised with those lines of railway respectively whether on the land of the Company or on the lands of the Kingston Company or of the joint companies respectively shall be made by such respective companies at the sole and reasonable expense of the Company and except only so far as the Company and the Kingston Company and the joint companies otherwise respectively agree or according to the terms and conditions from time to time agreed on between them the same shall for ever thereafter be maintained and kept in good repair by the Kingston Company or the joint companies as the case may be at the reasonable expense of the Company and all such communications openings and works shall be made and maintained in such manner and by such means only as shall not in any way injure unduly interfere with or prejudice the lines of railway and property of the Kingston Company or of the joint companies or any of them.

Company to pay costs.

**9.** The Company shall pay to the respective companies all the reasonable costs charges and expenses which may be incurred by them in consequence of or incidental to the construction of the railways works and junctions by this Act authorised.

As to works at crossing of the South-western Railway.

**10.** The Railway No. 2 by this Act authorised and the works connected therewith where the same shall cross over the main lines of the South-western Company shall be carried over such lines and sidings according to plans drawings elevations sections and specifications to be reasonably approved by and to be prepared to the reasonable satisfaction in all respects of the engineer for the time being of the South-western Company and at the expense of the Company and such railway and works shall be so carried out and executed respectively by such means and in such manner only as not to interfere with the free uninterrupted and safe user of the South-western Company's lines and sidings and the working of the traffic thereon and the railway shall be carried over the main lines and sidings of the South-western Railway by means of a bridge with a clear headway for the whole length of the bridge of not less than fourteen feet above the level of the South-western Company's rails and otherwise so constructed as to allow of the passage thereunder of six lines of way.

The bridges and all other works and conveniences to be executed at or within thirty yards of the South-western Company's property shall be made only according to plans elevations sections and specification to be submitted by the Company to the engineer of the South-western Company to be reasonably approved by him in

writing under his hand but in the event of his failing to approve such plans elevations sections and specification within twenty-eight days after their delivery they shall be referred to an engineer to be agreed on or failing agreement as shall be appointed by the President for the time being of the Institution of Civil Engineers upon the application of either party.

Bridges and works to be maintained by the Company.

**11.** The Company shall at all times maintain the bridges or other works by which the railway by this Act authorised shall be carried over the South-western Company's lines and also all such portions of the railway and works connected therewith as are executed on or within thirty yards of the South-western Company's property in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the South-western Company and if and whenever the Company fail to do so the South-western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as shall be reasonably requisite in that behalf and the reasonable amount of the expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with interest and full costs by the South-western Company from the Company in any court of competent jurisdiction Provided that except in case of urgency the South-western Company shall not execute or do any such works or things without giving to the Company at least ten clear days' notice in writing of their intention to execute or do the same if not forthwith executed or done by the Company to the intent that the Company if they should think fit may themselves and at their own expense execute and do such works and things.

Company to pay South-western Company expenses of watchmen during construction of works.

**12.** The Company shall bear and on demand pay to the South-western Company the expenses of the employment by them during the making of their railway over or adjacent to the South-western line of a reasonable and sufficient number of inspectors and watchmen to be appointed by them for watching their railway with reference to and during the construction of the intended works and the subsequent repairs of the same 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.

Company to pay all damages sustained by South-western Railway

**13.** 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 line or any works or property thereof or traffic thereon or any person or persons

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using the same or otherwise by reason of the execution or failure of any of the works of or incidental to the railway or any act or omission of the Company or any of the persons in their employ or their contractors (not being the wilful or malicious act of any such persons or contractors) and the Company shall effectually indemnify and hold harmless the South-western Company from all claims or demands upon or against them by reason of any such execution or failure and of any such act or omission.

Penalty in case of interruption of traffic on South-western Railway.

**14.** If by reason of any works or proceedings of the Company there should be any obstruction of or interference with the railway of the South-western Company so as to prevent or impede the convenient passage of engines and carriages along the same the Company shall pay to the South-western Company the sum of thirty-five pounds by way of ascertained damages for every hour during which such obstruction or interference continues.

Company to acquire lands necessary for enlargement of stations &c.

**15.** The Company shall acquire at their own cost such additional lands (if any) as may be requisite for the purpose of any enlargement or alteration of the stations railways works and sidings at Wimbledon and at Putney respectively rendered necessary by the exercise by the Company of the powers by this Act conferred upon them and shall also bear and pay the whole cost of such additional works and conveniences as may in the judgment of the respective companies be reasonably necessary for accommodating the railway and traffic of the Company in and out of such respective stations.

Land of the joint companies and South-western Company not to be taken without consent.

**16.** No land belonging to the Kingston Company or the joint companies or the South-western Company solely shall be taken by the Company without the consent in writing of those companies respectively as the case may be first had and obtained Provided always that the Company may purchase and take from the companies respectively and those companies shall respectively if so required by the Company grant in perpetuity to the Company an easement over and upon or right of using for the purposes of the intended bridges and junctions such parts of the lands of the companies respectively as are necessary for those purposes Provided that the Company shall not without the consent of the South-western Company (except for the purposes of the intended bridges and junctions) enter upon any land east of the South-western Company's railway over which that company is seeking parliamentary powers in this present session of Parliament.

Power to South-western Company to

**17.** The Company in constructing Railway No. 3 shall so far as practicable and consistent with the efficient construction maintenance and working of the railway deviate horizontally and laterally

from the level of that railway as shown on the deposited plans and sections for the purpose of enabling the South-western Company to construct a junction between their up main lines of railway and the Tooting Merton and Wimbledon Railway and the works for carrying out the junction of the Railway No. 3 and of the junction proposed by the South-western Company shall within one month from the date of notice in writing from the Company to the South-western Company of their intention to commence the construction of Railway No. 3 be agreed between the engineer of the Company and the engineer of the South-western Company or in default of agreement shall be referred to the arbitration of an independent engineer to be appointed by the President for the time being of the Institute of Civil Engineers.

require deviation of line.

**18.** 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 Kingston Company the joint companies or of the South-western Company.

Saving rights of the joint companies and the South-western Company.

**19.** All disputes and differences not herein-before expressly provided for that may arise between the Company and the South-western Company and the Brighton Company and the Kingston Company or any one or more of them as to the amount to be paid for the acquisition of an easement in and upon the lands works and property of those companies or any one or more of them as the case may be including the compensation if any for damage or injury to the railways works and lands belonging to or used by those respective companies shall from time to time be settled by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

Arbitration.

22 & 23 Vict. c. 59.

**20.** For the protection of John Augustus Beaumont or other the owner for the time being of the Wimbledon Park Estate in the parishes of Wimbledon and Wandsworth in the county of Surrey (herein-after called "the owner") the following provisions shall have effect (that is to say):—

Provisions for the protection of the owner of the Wimbledon Park Estate.

(A) The Company shall divert the road numbered on the deposited plans 20 in the parish of Wimbledon in the manner shown on plan which has been signed in duplicate by Alfred William Oborne on behalf of the owner and by R. W. Peregrine Birch on behalf of the Company (therein-after called "the signed plan") one copy of which is in the custody of the Company and the other copy in the custody of the owner and the Company shall also remake and metal the road where diverted to

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the satisfaction of the surveyor of the owner and shall repair and maintain the same to the like satisfaction until the road shall become a public highway repairable by the parish and the owner for the time being of the said Wimbledon Park Estate shall within three years from the passing of this Act at the costs of the Company in all things take all steps necessary for procuring the dedication of the said road to the public and making the same repairable by the road authority for the district and the Company shall at all times have the right to use and permit the use of the said road as an approach road to their station and station ground and the Company shall also in the manner shown on the signed plan divert and remake the road numbered on the deposited plan 21 in the parish of Wimbledon and form a raised approach in continuation thereof to meet a contemplated new road as shown on the signed plan of sufficient width for Mr. Beaumont to make a forty-foot road thereon;

(B) The Company shall carry the said road numbered on the deposited plans 20 in the parish of Wimbledon when diverted over the railway by means of a bridge and the width of the bridge between the parapets shall be at least forty feet and the approaches to the bridge shall not be steeper than one in twenty-five;

(C) The Company shall construct and for ever after maintain a station at the point where the said road numbered 20 when diverted will be carried over the Railway No. 2;

(D) The Company shall not unless with the previous consent in writing of the owner divert the centre line of the railway as shown on the deposited plans at the point marked A on the signed plan and it shall not be lawful for the Company except with the like consent to enter upon take or use any land of the owner between the points B and C lying beyond a distance of two chains from and to the westward of the said centre line;

(E) The Company shall construct and for ever after maintain at the point where the Railway No. 2 is shown on the deposited plans as crossing the boundary between the parishes of Wimbledon and Wandsworth a bridge of at least forty feet span with a clear headway of not less than fourteen feet and the Company shall not alter without the owner's consent the present level of the ground at the point of crossing and for the purpose of carrying into effect the foregoing provisions the Company may deviate from the levels of the railway and works shown on the deposited plans to such extent as may be necessary;

(F) The Company shall make and metal an approach on the level from the crown of the bridge carrying the roads numbered on the deposited plans 10 and 11 in the parish of Wandsworth over the railway to the road numbered on the deposited plans 12 in that parish and shall also form an approach of sufficient width for the owner to make a forty feet road thereon on an inclination of not less than one in twenty-five from the crown of the said bridge to the road called or known as the Avenue;

(G) The Company shall construct and for ever after maintain a station at the point where the said roads numbered 10 and 11 will be carried over the Railway No. 2;

(H) The said stations and bridges shall be of an ornamental character and shall be constructed to the reasonable satisfaction of the owner and according to designs to be previously submitted to and approved of by him. Provided that if any difference shall arise between the Company and the owner with reference to the designs for the said stations and bridges the matters in difference shall be on the application of the Company or the owner referred to and determined by an arbitrator to be nominated by the President for the time being of the Institution of Surveyors and the costs of such reference shall be in the discretion of the arbitrator;

(J) The Company shall cause to stop at each of the stations on the said estate three-fifths at least of the total number of passenger trains which may be run on the said railway in every day;

(K) All the works to be made and executed by the Company in pursuance of this section shall be completed before the opening for public traffic of any portion of the Railway No. 2.

For the protection of the Wimbledon Local Board.

**21.** In the event of the Company executing any work (herein-after called "a railway work") on any land to be acquired under the powers of this Act and in upon or under which land there shall be any main pipe sewer drain or culvert belonging to the Wimbledon Local Board (herein-after called "the Board") the Company shall at their own cost and expense in all things do all such acts works and things as may be necessary (herein-after called "protective works") for the due protection of the works of the Board which may be laid in upon or under any land of the Company and under the supervision and to the reasonable satisfaction of the Board.

Before executing any protective works or railway works on the land to be acquired as aforesaid the Company shall give to the Board fourteen days' notice of their intention to commence the

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same and shall deposit at the office of the Board a plan of the protective work and railway work proposed to be constructed and if at the expiration of fourteen days from the deposit of such plan the Board have not made any objection in writing to the Company the Board shall be deemed to have approved the plan and the Company shall be at liberty to commence the protective work and the railway work and the Company shall be bound to maintain protective work and shall save and hold harmless the Board against all damage and injury caused to such protective work by any railway work which the Company may at any time execute.

The protective work shall be and remain the property of the Board but the Company shall have power from time to time to alter or strengthen that work if in the execution of any railway work from time to time necessary it should be found requisite to do so.

In case of any difference arising between the Board and the Company as to any of the matters herein-before referred to the same shall be referred on the application of either party to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being whose decision shall be final and the fees and expenses of such engineer shall be paid by the Company.

The Company may make the roadway over the bridge by which the Gap Road in the parish of Wimbledon will be carried over the railway of such width not being less than forty feet between the fences thereof as the Company may think fit.

For the protection of the Wandsworth District Board of Works.

**22.** With respect to roads within the district of the Wandsworth District Board of Works (in this section called "the District Board") the following provisions shall apply:—

Every bridge carrying the railway over any public or occupation road within such district shall have a span of not less than the present clear width of such road including the footways and in no case shall any such bridge be of a less width than forty feet throughout its entire length measured on the square and every such bridge shall have a clear headway throughout of not less than sixteen feet unless otherwise agreed by the District Board and the Company and every such bridge shall be made and maintained water-tight and shall be of an ornamental character and design and in case of any dispute as to such character and design the question shall be settled by an arbitrator to be appointed at the request of either party by the President for the time being of the Institution of Civil Engineers and every such bridge shall be constructed so as to deaden so far as it is practicable the sound of engines carriages and

traffic passing over it and in default of its being so made and maintained water-tight the Company shall be liable to a penalty of not exceeding five pounds and to a further penalty of not exceeding forty shillings per day during the continuance of such offence after notice having been given by the District Board to the Company such penalty to be recoverable under the provisions of the Summary Jurisdiction Act and in case any such arch shall be of a length or width of fifty feet or upwards it shall be lighted by day and night by and at the expense of the Company whenever the District Board shall require.

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

In the construction of the railways hereby authorised the level of Granville Road in the parish of Wandsworth shall not be lowered more than one foot and the level of Cromer Villas Road numbered twenty-eight in the parish of Wandsworth in the deposited plans of the Company shall not be raised more than two feet and the Company shall not make any alteration in the levels of any other existing public or occupation road in the parish of Wandsworth except the "Wimbledon Park Road" the Augustus Road and the Avenue without the consent in writing of the District Board.

In case any sewer vested in the District Board shall be diverted or interfered with or the access thereto shall be obstructed by the operations of the Company such sewer shall be reconstructed by the Board at the expense of the Company and such Company shall also pay all costs of and incidental to such reconstruction.

For the protection of the Wandsworth and Putney Gaslight and Coke Company.

**23.** In addition to any provisions contained in any of the Acts incorporated with this Act the following provisions shall have effect for the protection and benefit of the Wandsworth and Putney Gaslight and Coke Company (in this section called "the Gas Company") (that is to say):—

(A) All works matters and things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and

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under the direction of and in such manner as shall be required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Gas Company which notice shall be accompanied by a plan and section of the proposed works and the Company shall on demand pay to the Gas Company all such reasonable costs and expenses as they may incur in the supervision and direction by their engineer of the execution of such works by the Company;

(b) If any interruption whatsoever in the supply of gas by the Gas 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 the Company shall forfeit and pay to the Gas Company for their use and benefit the sum of ten pounds for every hour during which such interruption shall continue and in addition shall pay to the Gas Company the value of the gas so lost such sum to be recovered by the Gas Company in any court of competent jurisdiction and such last-mentioned penalty shall be in substitution for and satisfaction of any penalty or penalties imposed upon the Company by any of the Acts incorporated with this Act or any statutory modification or modifications thereof relating to interruption of the supply of gas by the Gas Company;

(c) The Company shall pay to the Gas Company the cost to them of any mains pipes services and other apparatus rendered useless by the construction or maintenance of any works by this Act authorised and the expenses of the Gas Company in and about the laying down the same in their then position in or under so much of the road numbered on the deposited plans twenty-five in the parish of Wandsworth as the Company are by this Act authorised to stop up and appropriate the site of and such mains pipes services and other apparatus shall thereupon become the property of the Company and the Company shall also pay to the Gas Company their reasonable charges (if any) of removing or altering any mains pipes services or other apparatus in immediate communication therewith which the works or acts of the Company render useless or which shall require to be altered. And if by reason of the construction or maintenance of the works by this Act authorised any new substituted or additional mains pipes or apparatus of the Gas Company be requisite the cost of constructing providing

and laying of such mains pipes or apparatus shall be paid by the Company subject to credit being given to the Company for the value of any mains pipes or apparatus rendered useless by the construction or maintenance of the works and removed by the Gas Company;

(D) Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this enactment shall be settled by a competent and independent engineer to be appointed by the President for the time being of the Institution of Civil Engineers at the request of either party.

Confirming scheduled agreement with Henry Kimber.

**24.** The agreement whereof a copy is set forth in the schedule to this Act is hereby confirmed and made binding on Henry Kimber and the Company respectively.

Capital.

**25.** The capital of the Company shall be one hundred and fifty thousand pounds in fifteen thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

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

Receipt clause in case of persons not sui juris.

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

Power to borrow.

**29.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole fifty thousand pounds but no part thereof shall be borrowed until the whole capital of one hundred and fifty thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued 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 in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors

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

For appointment of a receiver.

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

Power to create debenture stock.

**31.** 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 and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

First ordinary meeting.

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

Number of directors

**34.** The number of directors shall be five but the Company may from time to time reduce the number provided that the number be not less than three.

Qualification of directors.

**35.** The qualification of a director shall be the possession in his own right of not less than forty shares.

Quorum of directors.

**36.** The quorum of a meeting of directors shall be three and if the number of directors be reduced to four or three the quorum shall be two.

First directors.

**37.** John Innes Frederick Searle Parker James Paxton and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

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

Lands for extraordinary purposes.

**39.** 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.

Period for compulsory purchase of lands.

**40.** The Company may divert the public road numbered on the deposited plans 25 in the parish of Wandsworth according to the deposited plans and sections and may stop up and discontinue for public traffic such parts of the said road as will be rendered unnecessary by the diversion thereof and as will lie within the fences of the railway and thereupon all public and other rights of way or passage over or along those parts of the said road are by this Act extinguished and the site and soil of those parts of the said road and the fee simple thereof are by this Act vested in the Company.

Diversion of road.

Provided always that the Company shall not stop up such public roads until they shall have made a substituted road or substituted roads therefor to the reasonable satisfaction of the District Board.

**41.** Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or with any sewers or works to be made or executed by the said Board or shall or may in any way affect the sewerage or

For protection of sewers in the metropolis.

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drainage of the district under their control the Company shall not commence such works until they shall have given to the said Metropolitan Board twenty-eight days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such Board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such Board shall have signified their approval of the same unless such Board do not signify their approval or disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board in the execution of the said works and shall provide by new altered or substituted works in such manner as such Board shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said Board against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Board on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board respectively as any sewers or works now or hereafter may be and nothing in this Act shall extend to prejudice diminish or alter or take away any of the rights powers or authorities vested or to be vested in the Metropolitan Board but all such rights powers and authorities shall be as valid and effectual as if this Act had not passed.

Prohibiting placards and advertisements.

**42.** The Company shall not exhibit or permit to be exhibited upon any part of their premises within view of any public street within the metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the Metropolitan Board of Works Provided that nothing herein contained shall preclude the Company from exhibiting their time

bills or announcements as to the traffic of the Company on the exterior of their stations. A.D. 1882.

Construction of railway to be subject to construction of sewers along Melrose Road.

**43.** If the Metropolitan Board of Works think fit to construct a sewer along the present course of Melrose Road numbered on the deposited plans 25 in the parish of Wandsworth (Melrose Road) they shall be entitled to do so notwithstanding anything in this Act contained or the construction of the railway by this Act authorised or any other works of the Company without making any payment or compensation to the Company but the said Board shall so far as reasonably practicable not obstruct or impede the traffic along the railway during the construction of the said sewer or any subsequent alteration thereof or any works affecting the same Before commencing any work affecting the railway the said Board shall give to the Company such reasonable notice as may be sufficient to enable the officers of the Company to attend and superintend the work and any damage which may be recoverable owing to any delay accident or injury to traffic on the railways which may happen during or in consequence of any such work shall be borne and defrayed by the Company who shall indemnify the said Board with respect thereto.

As to roads over railways in the metropolis.

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

As to railway bridges over roads in the metropolis.

Where any bridge or works are constructed over any street or road within the metropolis there shall be left a clear headway throughout of not less than sixteen feet and a clear span throughout of not less than forty feet measured on the square Provided that such span shall not in any case be less than the clear width of such street or road including the footways and forecourts where any forecourts now exist unless otherwise agreed between the Metropolitan Board of Works and the Company and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them.

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

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

As to inclination of certain roads.

**45.** It shall not be lawful for the Company to alter any of the roads herein-after mentioned so as to make the inclination thereof in any part steeper than one in forty. The said roads are

| No. on deposited Plan. | Parish. | Name of Road. |
|---|---|---|
| 11 | Wandsworth | Wimbledon Park Road |
| 12 | Wandsworth | Augustus Road |
| 20 | Wandsworth | Grenville Road |

Provision to be made for traffic prior to stopping-up Cromer Villas Road and Sutherland Road.

**46.** The Company shall prior to stopping up or otherwise interfering with either Cromer Villas Road numbered twenty-eight on the deposited plan in the parish of Wandsworth or Sutherland Road numbered twenty-one on the said deposited plan in the parish of Wandsworth make such provision for the traffic on those roads respectively either by means of a substituted road or substituted roads or in such other mode as shall be to the reasonable satisfaction of the district board.

Notice to be given to district board of intention to commence works.

**47.** The Company shall not commence the erection of any such bridge or works until they shall have given to the district board twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said district board with plans elevations sections and other necessary particulars of the construction of the said bridges and works nor until the said district board shall have signified their approval of the same unless the said district board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid in which event the Company may proceed forthwith with the works according to the said plans elevations and sections and in case such plans elevations and sections are not agreed upon the differences shall be settled by an arbitrator to be appointed at the request of either party by the President for the time being of the Institution of Civil Engineers.

Works to be constructed according to the directions of the district board.

**48.** The Company shall comply with and conform to all reasonable directions and regulations of the said district board in the execution and subsequent maintenance of the said alterations and extensions of the said bridges and works connected therewith and the Company shall save harmless the district board against all and every expense to be occasioned thereby and all such works shall subject to the provisions of this Act be done to the reasonable satisfaction of the surveyor or other officers of the said district board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said district board may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the district board by the Company on demand.

Placards not to be exhibited on premises of Company.

**49.** The Company shall not exhibit or permit to be exhibited upon any part of their premises authorised to be taken or constructed under the powers of this Act within view of any public street within the Wandsworth district any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the district board Provided always that nothing in this clause shall preclude the Company from exhibiting their time bills or announcements as to the traffic of the Company on the exterior of their stations.

Power to take easements &c. by agreement.

**50.** 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

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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 such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for completion of works.

**51.** If the railways 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.

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

**52.** Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of seven thousand four hundred and eighty-six pounds seventeen shillings being five per centum upon the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as originally introduced into Parliament 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 And whereas the railways included two railways which were struck out of the said Bill during its progress through Parliament And whereas the estimate for the railways by this Act authorised amounts to one hundred and thirty-six thousand four hundred and fourteen pounds five per centum upon which sum is equal to six thousand eight hundred and twenty pounds fourteen shillings which last-mentioned sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said 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 railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways 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 railways so opened bears to the entire length of the railways the

Court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

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

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Release of balance of money deposited.

**54.** On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth year of the reign of Her present Majesty chapter twenty or of the survivors or survivor of them or of the majority of such persons or survivors or of the executors or administrators of the last survivor by petition in a summary way at any time after the passing of this Act the court may and shall order that the balance of the said sum of seven thousand four hundred and eighty-six pounds seventeen shillings so paid as aforesaid over and above the deposit fund shall be paid to the persons or person so applying or to any other person or persons whom they or he may appoint in that behalf.

Tolls.

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

In respect of passengers and animals conveyed on the railways :—

For passengers.

For every person conveyed in or upon any carriage per mile not exceeding twopence and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one penny ;

For animals.

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

For every ox cow bull or head of neat cattle conveyed in or upon any carriage per mile not exceeding twopence and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one penny ;

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

In respect of goods and other things conveyed on the railways :

For goods.

Class 1. For all lime limestone salt dung compost and all sorts of manure and all undressed materials for the repair of highways coals slack cannel coke culm and cinders per ton per mile not exceeding one penny halfpenny and if conveyed in or upon any carriage provided by the Company an additional sum per ton per mile not exceeding one halfpenny ;

Class 2. For all stones for building pitching and paving bricks tiles slates clay sand chalk marl iron ironstone and iron ore

copper tin lead and other ores pig iron bar iron rod iron hoop iron sheet iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils and other articles of merchandise per ton per mile not exceeding one penny halfpenny and if conveyed in or upon any carriage provided by the Company an additional sum per ton per mile not exceeding one halfpenny;

Class 3. For all sugar grain corn flour hides dyewoods Manchester packs earthenware timber staves and deals metals (except iron) tinned plates nails anvils vices and chains per ton per mile not exceeding twopence halfpenny and if conveyed in or upon any carriage provided by the Company an additional sum per ton per mile not exceeding one penny;

Class 4. For cotton and all other wools drugs or manufactured goods and all other wares merchandise fish articles matters or things per ton per mile not exceeding threepence and if conveyed in or upon any carriage provided by the Company an additional sum per ton per mile not exceeding one penny;

Class 5. 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 belonging to the Company not exceeding per mile sixpence and a like sum per mile of one penny halfpenny 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.

**56.** The toll which the Company may demand for the use of engines for propelling carriages on the 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.

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

Short distances.

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

Fractional parts of a ton.

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

General weight.

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

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Weight of stone and timber.

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 weight and so in proportion for any smaller quantity.

Tolls for small parcels and single articles of great weight.

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

For the carriage of small parcels on the railway as follows:—

For any parcel not exceeding seven pounds in weight threepence;

If exceeding seven and not exceeding fourteen pounds in weight fivepence;

If exceeding fourteen and not exceeding twenty-eight pounds in weight sevenpence;

If exceeding twenty-eight and not exceeding fifty-six pounds in weight ninepence;

And for parcels exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they may think fit.

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

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

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 truck or platform shall exceed four tons but shall not exceed eight tons the Company may demand and take such sum as they think fit not exceeding sixpence per ton per mile;

For the carriage of any one boiler cylinder or 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 and take such sum as they think fit.

Maximum rates for passengers.

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

For every passenger conveyed in a first-class carriage the sum of threepence per mile;

For every passenger conveyed in a second-class carriage the sum of twopence per mile;

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

Maximum rates for animals and goods.

**60.** The maximum rate of charge to be made by the Company for the conveyance of animals minerals and goods on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the duty or business of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):

For every horse mule ass or other beast of draught or burden per mile not exceeding fourpence;

For every ox cow bull or head of neat cattle per mile not exceeding threepence;

For every calf or pig sheep lamb or other small animal per mile not exceeding one penny halfpenny;

For everything in Class 1 one penny halfpenny per ton per mile;

For everything in Class 2 twopence per ton per mile;

For everything in Class 3 threepence per ton per mile;

For everything in Class 4 fourpence per ton per mile;

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 and conveyed on a truck or platform belonging to the Company per mile not exceeding sixpence and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Passengers luggage.

**61.** Every passenger travelling upon the 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.

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

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Foregoing charges not to apply to special trains.

**63.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the 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 railways.

Company may take increased charges by agreement.

**64.** 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 to the conveyance of animals or goods (other than small parcels) by passenger trains.

Classification table to be open to inspection and copies to be sold.

**65.** 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 railways of the Company 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 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 charges 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.

Penalty.

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 shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

36 & 37 Vict. c. 48.

Power to use other railways.

**66.** The Company and any company or persons for the time being working or using the railways of the Company or any part thereof may either by agreement or otherwise run over and use with their engines carriages and waggons officers and servants

whether in charge of engines and trains or for any other purpose whatsoever the railways or parts or portions of railways following (that is to say):

So much of the railway of the South-western Company and so much of the Tooting Merton and Wimbledon Railway of the South-western Company and the Brighton Company as lies between the commencement of the Railway No. 3 and the Wimbledon stations of those companies;

So much of the railways of the Kingston and London Railway Company as lies between the termination of the Railway No. 2 and the point at which the Kingston and London Railway is intended to cross the Upper Richmond Road in the parish of Wandsworth;

Together with those stations and all other stations roads platforms points signals water water-engines engine-sheds standing-room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said portions of railways and stations and the South-western Company the Brighton Company and the Kingston and London Railway Company respectively shall afford all requisite facilities for the above purposes and as regards traffic conveyed by them the Company or such other company or persons as aforesaid may demand the same tolls and charges upon and in respect of the said railways portions of railways and stations as the companies owning the same are entitled to take in respect of such railways and portions of railways respectively.

Terms of such user.

**67.** The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company or such other company or persons as aforesaid for and in respect of the use of the said railways portions of railways stations works and conveniences shall be such as are from time to time agreed upon between them and the Company owning the same or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of any or either of the companies or persons interested and the cost of the arbitration shall be in his discretion and the decision of the arbitrator shall be final and binding on all parties.

Tolls on traffic conveyed partly on the railway and

**68.** During the exercise by the Company of the powers conferred upon them by this Act of using the before-mentioned railways and portions of railways the railways of the Company and of the railways of the Company with regard to which such powers

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partly on other railways.

shall be exercised 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 railways of the Company and partly on the railways with regard to which such powers shall be exercised for a less 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 and goods partly on the railways of the Company and partly on the railways with respect to which such powers shall be exercised.

Byelaws to be observed by the Company.

**69.** The Company in using or traversing the before-mentioned railways and portions of railways respectively shall at all times observe the regulations and byelaws for the time being in force on the railways and portions of railways so used or traversed so far as those regulations and byelaws are applicable to the Company.

In the event of difference between the Company and the company owning the railways and portions of railways with respect to which the said powers shall be exercised as to the reasonableness of any such regulation or byelaw such difference shall from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of either party and the costs of the arbitration shall be in his discretion.

Power to enter into working agreements.

**70.** The Company on the one hand and the District 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 and rescind agreements with respect to :

(1) The working use management and maintenance by the District Company of the railways of the Company or any part or parts thereof ;

(2) The management regulation interchange collection transmission accommodation and delivery of traffic upon or coming from or destined for the respective undertakings of the contracting companies or either of them ;

(3) The supply and maintenance during the continuance and for the purposes of any agreement for the working or use of the railway of the Company by the District Company of engines stock and plant ;

(4) The rebates drawbacks or allowances to be made by the contracting companies to the other of them;

(5) The fixing collection payment appropriation apportionment and distribution of the tolls rates charges income and profits arising from the respective undertakings of the contracting companies or either of them or any part thereof;

(6) The employment of officers and servants and the appointment of joint committees for or connected with any of the purposes aforesaid.

Saving powers to South-western Company.

**71.** If the South-western Company shall in any Bill to be promoted by them in the next session of Parliament apply for powers authorising the Company on the one hand and the South-western Company on the other hand to enter into and carry into effect agreements with respect to all or any of the purposes specified in section 70 hereof the Company shall not oppose such application in Parliament and shall submit such Bill for the consent of their shareholders as required by the standing orders of Parliament.

Tolls on traffic conveyed partly on the railways and partly on the railways of the District Company.

**72.** During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railways of the Company by the District Company the railways of the Company and of the District 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 railways of the Company and partly on the railways of the District Company for a less 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 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 railways of the Company and partly on the railways of the District Company.

Interest not to be paid on calls paid up.

**73.** The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as to general Railway Acts.

**75.** Nothing in this Act shall exempt the Company or their 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 authorised by this Act.

Costs of Act.

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

# SCHEDULE.



ARTICLES OF AGREEMENT made the twenty-fifth day of July one thousand eight hundred and eighty-two between John Innes of Merton in the county of Surrey Esquire Frederick Searle Parker of Bedford Row in the county of Middlesex gentleman and James Paxton of Merton aforesaid gentleman (herein-after called the promoters) of the one part and Henry Kimber of Lansdowne Lodge West Hill Wandsworth in the county of Surrey Esquire (herein-after called the landowner) of the other part

Whereas the promoters have procured a Bill to be brought into Parliament in the present session entitled "A Bill for making a railway between Wimbledon and Putney in the county of Surrey" And whereas the line of the railway proposed in the said Bill intersects certain lands messuages and hereditaments situate at West Hill aforesaid belonging to the landowner And whereas the landowner presented a petition to Parliament against the said Bill during its passage through the House of Commons and commenced an active opposition thereto but negotiations have taken place between him and the promoters resulting in an agreement between him and them to execute these presents in the terms herein-after contained Now these presents witness that it is hereby mutually agreed between the promoters and the landowner his heirs executors and administrators as follows:—

1. If the said Bill should pass into law and the Company intended to be incorporated thereby (herein-after called the Company) proceed to carry out the said undertaking or any part thereof by which expression is meant the purchase of any property for the purposes of or the commencement of any works authorised by the Act the Company

(A) Shall if required by the landowner within six months from the date of the commencement of the said works (of which the Company shall give him prompt notice) purchase from the landowner (firstly) the fee simple of the property of the landowner situate at West Hill aforesaid known as Cumberland Lodge and delineated and described in the plans and book of reference deposited with the clerk of the peace for the county of Surrey in reference to the application to Parliament for the said Bill and therein distinguished by the No. 31 in the said parish of Wandsworth and (secondly) the kitchen garden being part of the grounds of other property of the landowner situate at West Hill aforesaid and called or known as Lansdowne Lodge and which said kitchen garden is delineated and described in the said plans and book of reference and numbered 30 in the said parish of Wandsworth or either of them the said property and kitchen garden. The amount of the purchase money and compensation in each or either case to be settled by arbitration upon the footing of a compulsory sale and with the like liability on the part of the Company to costs &c. as

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in the case of compulsory sale under the provisions of the Lands Clauses Consolidation Acts 1845 1859 and 1860 in that behalf contained and such purchase money and compensation shall include compensation for severance in respect of the land numbered 30 aforesaid and for any damage or loss occasioned by the landowner having been prevented from letting the said Cumberland Lodge by the Company's application to Parliament and their proceedings preparatory thereto and by the intended works.

(B) Shall leave in perpetuity a space of forty feet at the least between any works to be constructed under the authority of this Act and the boundary fence of the said Lansdowne Lodge unless the landowner and the Company shall at any time otherwise agree.

(C) Shall well and effectually preserve or reinstate and make good to the satisfaction of the landowner or his surveyor any drains connected with the property of the landowner and interfered with by the works or acts of the Company.

(D) Shall make and (until the same shall become repairable by the road authority for the district) maintain a road forty feet wide if practicable within the limits of deviation shown on the said deposited plans or if such width be not practicable then of such width as shall be practicable within the limits aforesaid from the road shown on the said deposited plans and thereon numbered 25 in the said parish of Wandsworth to the road shown on the same plans and thereon numbered 28 in the same parish.

(E) Shall give to the landowner for a period not exceeding three years from the completion of the said railway the right of pre-emption of so much of the said property called Cumberland Lodge as shall not be required by the Company for the said railway and works whether the said property shall have been purchased under the foregoing provisions of this agreement or by the exercise by the Company of any power under the Act.

(F) Shall reconvey to the landowner within six calendar months from the completion of the said railway and for a nominal consideration so much of the said kitchen garden numbered 30 on the said deposited plans as shall not be required by the Company for the said railway and works or for the working or accommodation of the traffic of their undertaking and including the surface ground over the said railway and the frontage and access to Sutherland Road The conveyance of any land to the landowner under either of the last preceding provisions shall be subject to a reservation to the Company and their assigns of the right of access to their said railway and works for all purposes connected therewith they respectively making good any damage to be caused to the reconveyed premises or any part thereof by the exercise from time to time of such right of access and subject to a restriction against building upon any part of the reconveyed premises over the railway or within ten yards laterally of any works of the Company except with the previous consent in writing of the Company or their assigns Nothing in this clause or in this agreement shall be so construed as to lessen the compensation for severance of the said kitchen garden to which the landowner would be entitled if this clause were not contained herein.

(G) Shall not if the landowner shall not exercise the right of pre-emption herein-before provided for in respect of so much of the said premises called Cumberland Lodge as shall not be required as aforesaid erect or permit to be erected thereon any buildings of such character or in such position as to be detrimental to the said Lansdowne Lodge;

(H) Shall compensate the landowner for all structural damage caused to Lansdowne Lodge or its appurtenances by settlement vibration or otherwise consequent upon the construction and working or either of them of the railway and works.

1A. The Company shall on request immediately after the passing of this Act pay the costs of the parliamentary agent and engineer or surveyor of the landowner not exceeding a sum of eighty guineas over and above disbursements as well as the costs of carrying out this agreement.

2. In consideration of the foregoing the landowner agrees:

(A) To refrain and withdraw from all further opposition to the Bill in its passage through Parliament.

(B) To make out a good title to any property purchased by the Company from him in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act 1845.

(C) To waive all claim to call upon the Company under the ninety-second section of the Lands Clauses Consolidation Act 1845 to take the whole or any further part than the said kitchen garden of the landowner's said Lansdowne Lodge property provided that if the landowner shall not exercise his option under clause (A) of Article 1 to require the Company to purchase the said Cumberland Lodge property and the said kitchen garden this clause (C) of Article 2 shall have no effect nor shall either party be prejudiced in their contention that the said ninety-second section does or does not apply to the said Lansdowne Lodge property.

3. The Company shall in the event of their not purchasing the said premises called Cumberland Lodge pay to the landowner irrespective of and in addition to any purchase-money or compensation payable in respect of any other property of the landowner under this agreement or under the Act a sum equal to the gross annual value of the said premises called Cumberland Lodge as ascertained from the rate books of the parish of Wandsworth for so long as the landowner shall at the expiration of the time herein-before limited for the exercise by him of his option to require the Company to purchase the said premises have been unable after due diligence to let or otherwise dispose of the said premises owing to the Company's application to Parliament and the proceedings preparatory thereto and the intended works.

4. Nothing in this agreement or in the said Act contained shall prevent the said landowner from letting or leasing or selling the said Cumberland Lodge premises or the said kitchen garden at any time prior to the actual purchase by the Company as freely as he could do if this agreement had not been made subject to the exercise by the Company of any rights they may have under their Act and the Lands Clauses Consolidation Act if and while they have such rights.

5. This agreement is signed by the promoters as agents for and on behalf of the Company to be formed under the Bill if passed into an Act to which it is

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to be scheduled in Committee of the House of Lords subject to such alterations as Parliament may think fit and the parties agree to but it shall not entail any personal liability upon the promoters.

6. This agreement shall be binding upon the Company and their successors and assigns.

JOHN INNES.
FRED. SEARLE PARKER.
JAMES PAXTON.
HENRY KIMBER.

Witness to the signatures of John Innes and Frederick Searle Parker,
EDWARD TAHOURDIN,
1, Victoria Street, Westminster,
Solicitor.

Witness to the signature of James Paxton,
F. J. CROWTHER,
1, Victoria Street, Westminster,
Parliamentary Clerk.

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