



### CHAPTER cix.

An Act to empower the Metropolitan District Railway Company to capitalise the arrears of dividend on their guaranteed stock to reduce the dividend on their first preference stock and to authorise them and the London and South Western Railway Company to construct new railways and for other purposes. [3rd August 1910.] A.D. 1910.

**W**HEREAS the Metropolitan District Railway Company (herein-after called "the Company") under the powers of sections 65 and 80 of the Metropolitan and District Railways (City Lines and Extensions) Act 1879 as amended by section 34 of the Metropolitan Railway Act 1880 created and issued one million two hundred and fifty thousand pounds four per cent. guaranteed stock on the terms that such stock should be a cumulative charge first on the share or proportion of the Company of the revenue of the joint undertaking created by the said Metropolitan and District Railways (City Lines and Extensions) Act 1879 after payment thereof of working expenses the expenses of and incident to the working control management maintenance and repair thereof (including rates and taxes and passenger duty if any) and secondly upon the other revenues of the Company to rank next after the mortgage debt and debenture stocks of the Company :

And whereas the profits of the Company have since the year 1900 been insufficient for the payment of the full dividend on such guaranteed stock and the arrears of such dividend to the 30th day of June 1909 (herein-after referred to as "guaranteed stock dividend arrears") amount to two hundred and forty-four thousand and ten pounds eight shillings and fourpence :

A.D. 1910.

And whereas the profits of the Company have also been insufficient for the payment of two thousand seven hundred and forty-three pounds eighteen shillings and one penny being one half year's dividend which accrued upon one hundred and eighty-two thousand nine hundred and twenty-seven pounds Bow Extension Second Guaranteed Stock of the Company prior to the conversion of such stock under the powers of section 74 of the Metropolitan District Railway Act 1903 and the right to receive such arrears (herein-after referred to as "Bow stock dividend arrears") is now vested in the Underground Electric Railways Company of London Limited:

And whereas it is expedient that the Bow stock dividend arrears and part of the guaranteed stock dividend arrears be capitalised on the terms herein-after contained:

And whereas the Company under the powers of their special Acts created and issued one million five hundred thousand pounds extension preference stock (herein-after referred to as "first preference stock") and the holders of such stock are entitled out of the profits of the Company remaining after payment of the guaranteed stock dividend arrears and of the cumulative dividend on the above-mentioned guaranteed stock to receive in each half year a non-cumulative preferential dividend at the rate of five pounds per centum per annum but no dividend has been paid on such first preference stock since 1900:

And whereas it is expedient that the maximum rate of dividend on the first preference stock be reduced as herein-after provided:

And whereas the Bill for this Act was approved at a meeting of the holders of the said four per cent. guaranteed stock held on the ninth day of February 1910:

And whereas the Bill for this Act was approved at meetings of the holders of the first and second preference stocks of the Company respectively held on the ninth day of February 1910:

And whereas the Underground Electric Railways Company of London Limited have consented to the capitalisation of the arrears of dividend receivable by them on the Bow Extension Guaranteed Stock of the Company:

And whereas the railway of the Company extends from the Mansion House Station in the city of London to Hammersmith

and thence to the railway of the London and South Western Railway Company (herein-after called "the South Western Company") at Studland Road Junction Hammersmith and other portions of the Company's railway (herein-after referred to as "the Western Branch lines") extend from the railway of the South Western Company at Turnham Green Junction to Ealing Harrow Hounslow and other places: A.D. 1910.

And whereas through electric trains of the Company run over the portion of the South Western Company's railway between Studland Road Junction and Turnham Green Junction (a distance of about seventy-five chains) in exercise of running powers conferred on the Company by the Metropolitan District Railway Act 1877 and through electric trains of the Company also run over the South Western Company's railway to Richmond in exercise of running powers conferred on the Company by the Metropolitan District Railway Act 1875:

And whereas in addition to the South Western Company and the Company the Great Western Railway Company and the Metropolitan Railway Company (as owners of the Hammersmith and City Railway) and the Midland Railway Company are entitled to run over and use the said portion of the South Western Company's railway between Studland Road Junction and Turnham Green Junction:

And whereas for the efficient working of the Company's railways by electric traction and to afford the full advantage thereof to the public the Company require to run through electric trains at short intervals between their main line east of Studland Road Junction and their Western Branch lines west of Turnham Green Junction and also to Richmond and in order to avoid the delay which now occurs to the trains of the Company in running over the said portion of the South Western Company's railway and to enable the Company to provide a more frequent and regular service of through electric trains to places on their Western Branch railways and also to Richmond the Company are desirous that the said portion of the South Western Company's railway should be widened and that two additional lines of way should be constructed thereon so that two lines may be set apart for their use and that the connecting railways herein-after mentioned should be made:

And whereas the South Western Company object to such widening of their railway being constructed by the Company and

A.D. 1910. therefore the Company have agreed with the South Western Company and it is expedient that such powers shall be conferred upon the South Western Company and shall be carried out by them on the terms and in manner herein-after mentioned:

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised and plans showing the lands which may be taken under the powers of this Act and also books of reference thereto containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such lands were duly deposited with the clerks of the peace for the counties of London and Middlesex respectively and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that the other powers in this Act mentioned should be conferred on the Company:

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 King'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:—

## PART I.

### PRELIMINARY.

Short title.

1. This Act may be cited as the Metropolitan District Railway Act 1910.

Division of Act into Parts.

2. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—Financial.

Part III.—New Railways.

Part IV.—Miscellaneous.

Incorporation of Acts.

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

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;

A.D. 1910.

The making of dividends;

The giving of notices; and

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

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 are (subject to the provisions of and as varied by this Act) incorporated with and form part of this Act.

4. 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 And in this Act—

Interpreta-  
tion of  
terms.

“The Company” means the Metropolitan District Railway Company;

“The South Western Company” means the London and South Western Railway Company;

“The Midland Company” means the Midland Railway Company;

“The county council” means the London County Council;

“The Act of 1877” means the Metropolitan District Railway Act 1877;

“The Act of 1879” means the Metropolitan and District Railways (City Lines and Extensions) Act 1879;

“The Act of 1880” means the Metropolitan Railway Act 1880;

“The Act of 1897” means the Metropolitan District Railway Act 1897;

“The Act of 1901” means the Metropolitan District Railway Act 1901;

“The Act of 1902” means the Metropolitan District Railway Act 1902;

“The Act of 1903” means the Metropolitan District Railway Act 1903;

“The Act of 1906” means the Metropolitan District Railway Act 1906;



A.D. 1910.

“The Act of 1908” means the Metropolitan District Railway Act 1908;

“Existing guaranteed stock” means the one million two hundred and fifty thousand pounds Metropolitan District Four per Cent. Guaranteed Stock created and issued by the Company under the powers of the Act of 1879 as amended by the Act of 1880;

“Additional guaranteed stock” means the guaranteed stock created by this Act;

“Guaranteed stock” means the existing guaranteed stock and the additional guaranteed stock;

“Guaranteed stock dividend arrears” means the arrears of dividend to the 30th day of June 1909 on the existing guaranteed stock amounting to two hundred and forty-four thousand and ten pounds eight shillings and fourpence;

“Bow stock dividend arrears” means the arrears of dividend on the Bow Extension Second Guaranteed Stock created and issued by the Company under the powers of the Whitechapel and Bow Railway Act 1900 and converted under the powers of the Act of 1903 which arrears amount to two thousand seven hundred and forty-three pounds eighteen shillings and one penny;

“First preference stock” means the one million five hundred thousand pounds extension preference stock of the Company which (subject to the payments provided for in subsection (2) (b) of the section of this Act the marginal note of which is “Guaranteed stock dividend arrears extinguished”) ranks for dividend in each half year immediately after the guaranteed stock;

“Scheduled agreement” means the agreement dated the 11th day of April 1910 made between the Company of the one part and the South Western Company of the other part set out in the First Schedule to this Act;

The expression “parish clerks” and “clerks of the several parishes” in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London.

PART II.

A.D. 1910.

FINANCIAL.

5. There is hereby created one hundred and eighty-seven thousand five hundred pounds Metropolitan District Four per Cent. Guaranteed Stock (herein-after referred to as "additional guaranteed stock") which—

Creation of  
187,500l.  
additional  
guaranteed  
stock.

(1) shall for all purposes rank *pari passu* with the existing guaranteed stock and with that stock shall be one stock forming part of the capital of the Company to be known as "Metropolitan District Railway Four per Cent. Guaranteed Stock" (herein-after referred to as "guaranteed stock"):

(2) shall as from the first day of July one thousand nine hundred and ten carry a perpetual guaranteed cumulative dividend at the rate of four pounds per centum per annum (ranking *pari passu* with the like perpetual guaranteed cumulative dividend at the rate of four per centum per annum attached to the existing guaranteed stock) payable by half-yearly payments on the same days as the dividend on the existing guaranteed stock:

(3) shall not confer on the holders thereof any right of voting at meetings of the Company.

6. Nothing in this Act contained shall prejudice or extend the charge created by section 34 subsection (2) of the Act of 1880 on the share or proportion of the Company of the net revenue of the joint undertaking created by the Act of 1879 or diminish or enlarge the amount payable under such charge but the said charge to the extent limited by the Act of 1880 in respect of the existing guaranteed stock shall henceforth enure for the benefit of the holders of guaranteed stock rateably in proportion to the amount of that stock held by them respectively.

Saving  
charge  
created by  
Act of 1880.

7.—(1) All claims in respect of the guaranteed stock dividend arrears are hereby extinguished.

Guaran-  
teed stock  
dividend  
arrears ex-  
tinguished.

(2) In lieu of the claims so extinguished the Company shall issue and divide amongst the holders of existing guaranteed stock whose names appear on the register at the date at which the register is closed by the Company next after the date of the

A.D. 1910. passing of this Act rateably in proportion to the amount of existing guaranteed stock held by them respectively—

(a) One hundred and eighty-four thousand three hundred and seventy-five pounds additional guaranteed stock (equal in nominal amount to fourteen pounds fifteen shillings per centum of the nominal amount of existing guaranteed stock) and such additional guaranteed stock shall on the issue thereof without payment be deemed for all purposes to be fully paid up:

(b) Warrants (which the directors are hereby empowered to issue) for twenty-five thousand pounds (equal to two pounds per centum on the nominal amount of existing guaranteed stock) which shall be payable by four equal payments of ten shillings per centum on the nominal amount of existing guaranteed stock (each such payment amounting to six thousand two hundred and fifty pounds and ranking for payment next after the dividend for the preceding half year on the guaranteed stock) at the following dates (that is to say):—

On the 15th day of August 1910;

On the 15th day of February 1911;

On the 15th day of August 1911;

On the 15th day of February 1912.

Capitalisa-  
tion of  
Bow stock  
dividend  
arrears.

8. The Company shall issue to the Underground Electric Railways Company of London Limited two thousand and fifty-eight pounds additional guaranteed stock and thereupon all claims in respect of Bow stock dividend arrears shall be extinguished. Such additional guaranteed stock shall on the issue thereof without payment be deemed for all purposes to be fully paid up.

Application  
of moneys.

9. The directors of the Company may from time to time issue the balance of additional guaranteed stock not required for the purposes mentioned in the two last preceding sections of this Act and may apply the moneys to be raised thereby for the purposes and in order following (that is to say):—

First In or towards the payment of the costs charges and expenses of and incidental to the preparation obtaining and passing of this Act and of carrying the same into effect or otherwise in relation thereto;

Secondly The general purposes of the Company to which capital is properly applicable.



A.D. 1910.

**10.** The provisions of section 72 (Issue of capital and exercise of borrowing powers) of the Act of 1903 and Part V. of the Act of 1908 (Bearer warrants and certificates) are incorporated with this Act and shall apply to the additional guaranteed stock.

Application of section 72 of Act of 1903 and Part V. of Act of 1908.

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

Receipt in case of persons not sui juris.

**12.** Trustees executors administrators and all other holders in any representative or fiduciary capacity of any of the existing guaranteed stock are hereby expressly authorised to treat and deal with any additional guaranteed stock issued to them under the powers of this Act as income and not as capital.

Stock issued in satisfaction of arrears may be treated as income.

**13.** As from the 30th June 1910 the maximum rate of dividend payable in respect of the first preference stock shall be reduced from five pounds per centum per annum to four pounds ten shillings per centum per annum but the rights and privileges attaching to such stock shall in all other respects remain unaltered and such stock shall be known as "Metropolitan District Railway 4½ per Cent. First Preference Stock."

Reduction of dividend on first preference stock.

**14.** Every holder of existing guaranteed stock or of first preference stock shall when required by the Company deliver to the Company the certificates for the stock held by him to be exchanged for new certificates.

Delivery and exchange of certificates.

**15.** If the certificates for any existing guaranteed stock or for any first preference stock be lost or destroyed then the Company may deliver new certificates upon proof of such loss or destruction and upon an indemnity being given to the satisfaction of the directors of the Company against any claim in respect of the lost or destroyed certificates.

Indemnity for lost certificates.

**16.** The directors of the Company may from time to time by virtue of this Act and without further or other sanction or authority exercise the powers conferred by this Part of this Act but nothing in this section contained shall be deemed to limit the power of the directors to exercise on behalf of the Company the powers conferred by any other Part of this Act.

Powers of Act may be exercised by directors.

**17.** Trustees executors administrators and all other holders in any representative or fiduciary capacity of any of the existing guaranteed stock and/or of any first preference stock second

Indemnity to trustees &c.

A.D. 1910. preference stock ordinary stock or of any other stocks of the Company are hereby expressly authorised to give and shall incur no liability whatsoever for giving or having given their consent to the promotion of the Bill for this Act and to the provisions thereof.

## PART III.

## NEW RAILWAYS.

Power to  
Company to  
make Rail-  
ways Nos. 1  
2 5 and 10.

**18.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches wires cables and electrical and other machinery apparatus works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

The railways referred to in this section and authorised by this Act are—

Railway No. 1 (2 furlongs 8·13 chains or thereabouts in length) commencing in the parish and urban district of Acton in the county of Middlesex by a junction with the South Western Company's railway (Kensington and Richmond Branch) at a point thereon about  $\frac{1}{3}$  of a chain measured in an easterly direction along that railway from the eastern parapet of the bridge carrying Acton Lane over that railway and terminating in the parish and urban district of Chiswick in the county of Middlesex by a junction with Railway No. 2 herein-after described at a point on the south side of the Company's railway (Ealing Extension) about 2 chains measured in an easterly direction from the eastern side of the bridge carrying that railway over Fisher's Lane and about  $\frac{1}{2}$  a chain measured at right angles to and in a southerly direction from a point on the centre line of that railway such point being about 2 chains measured in an easterly direction from the eastern side of the bridge carrying that railway over Fisher's Lane:

Railway No. 2 being a deviation of the Company's railway (Ealing Extension) 3 furlongs 9·75 chains or thereabouts in length commencing in the parish and urban district of Acton in the county of Middlesex by a junction with that

railway at a point thereon at or near the eastern abutment of the bridge carrying that railway over Acton Lane and terminating in the parish and urban district of Chiswick in the county of Middlesex by a junction with the South Western Company's railway (Kensington and Richmond Branch) at a point thereon about  $\frac{1}{2}$  a chain measured in a westerly direction along that railway from the western abutment of the bridge carrying that railway over Turnham Green Terrace :

A.D. 1910.

Railway No. 5 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the south side thereof one furlong 4.05 chains or thereabouts in length wholly in the parish and urban district of Chiswick in the county of Middlesex commencing at the termination of Railway No. 4 herein-after described and terminating by a junction with Railway No. 6 herein-after described at a point on the west side of Turnham Green Terrace about  $\frac{1}{3}$  of a chain measured in a southerly direction from the southern parapet of the bridge carrying that railway over that terrace :

Railway No. 10 being a widening of the Company's railway on the south side thereof wholly in the parish and metropolitan borough of Hammersmith in the county of London 3.25 chains or thereabouts in length commencing at the termination of Railway No. 9 herein-after described and terminating by a junction with the Company's railway at a point thereon at or near the western abutment of the bridge carrying that railway over Galena Road.

19. Subject to the provisions of this Act the South Western Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches wires cables and electrical and other machinery and apparatus works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

Power to  
South West-  
ern Com-  
pany to make  
Railways  
Nos. 3 4 6 7  
8 and 9.

The railways referred to in this section and authorised by this Act are—

Railway No. 3 being a deviation of the South Western Company's railway (Kensington and Richmond Branch) four

A.D. 1910.

furlongs 0·20 chain or thereabouts in length commencing in the parish and urban district of Acton in the county of Middlesex by a junction with that railway at a point thereon about two chains measured in an easterly direction along that railway from the eastern parapet of the bridge carrying Acton Lane over that railway and terminating in the parish and urban district of Chiswick in the county of Middlesex by a junction with Railway No. 7 herein-after described at a point about half a chain measured in a westerly direction from the west side of Turnham Green Terrace and about  $\frac{1}{3}$  of a chain measured in a northerly direction from the northern parapet of the bridge carrying that railway over Turnham Green Terrace:

Railway No. 4 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the south side thereof 2 furlongs 8·15 chains or thereabouts in length commencing in the parish and urban district of Acton in the county of Middlesex by a junction with that railway at a point thereon about  $\frac{1}{3}$  of a chain measured in an easterly direction along that railway from the eastern parapet of the bridge carrying Acton Lane over that railway and terminating in the parish and urban district of Chiswick in the county of Middlesex by a junction with Railway No. 5 herein-before described at a point about  $2\frac{1}{2}$  chains measured in an easterly direction from the bridge carrying that railway over Fisher's Lane and about  $\frac{1}{4}$  of a chain measured at right angles to and in a southerly direction from a point on the centre line of that railway such point being about  $2\frac{1}{2}$  chains measured in an easterly direction from the bridge carrying that railway over Fisher's Lane:

Railway No. 6 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the south side thereof 1 furlong 2·70 chains or thereabouts in length wholly in the parish and urban district of Chiswick in the county of Middlesex commencing at the termination of Railway No. 5 herein-before described and terminating by a junction with the South Western Company's railway (Kensington and Richmond Branch) at a point thereon opposite the north end of Upham Park Road:

Railway No. 7 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the north side thereof 7 furlongs 5 chains or thereabouts in length commencing in the parish and urban district of Chiswick in the county of Middlesex at the termination of Railway No. 3 above described and terminating in the parish and metropolitan borough of Hammersmith in the county of London by a junction with the South Western Company's railway (Kensington and Richmond Branch) at a point near the eastern abutment of the bridge carrying that railway over Studland Street:

A.D. 1910.

Railway No. 8 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the south side thereof 1 furlong 3·25 chains or thereabouts in length commencing in the parish and urban district of Chiswick in the county of Middlesex by a junction with that branch railway at a point thereon about  $1\frac{3}{4}$  chains measured in a westerly direction along that railway from the western abutment of the bridge carrying that railway over the road leading to Prebend Gardens and terminating in the parish and metropolitan borough of Hammersmith in the county of London by a junction with the South Western Company's railway (Kensington and Richmond Branch) at a point thereon about  $3\frac{1}{2}$  chains measured in an easterly direction along that railway from the eastern abutment of the bridge carrying that railway over Goldhawk Road:

Railway No. 9 being a widening of the South Western Company's railway (Kensington and Richmond Branch) on the south side thereof wholly in the parish and metropolitan borough of Hammersmith in the county of London 1 furlong 5·25 chains or thereabouts in length commencing by a junction with that railway at a point thereon about  $5\frac{1}{4}$  chains measured in a westerly direction along that railway from the western abutment of the bridge carrying that railway over Shaftesbury Road and terminating at a point on the east side of Studland Street at or near the entrance to Felgate Mews about  $\frac{1}{4}$  chain measured in a southerly direction from the southern parapet of the bridge carrying that railway over Studland Street by a junction with Railway No. 10 herein-before described.



A.D. 1910.

Railways  
Nos. 1 2 5  
and 10 may  
be con-  
structed by  
South West-  
ern Company  
in certain  
event.

**20.**—(1) The Company may if they think fit within one year from the passing of this Act request the South Western Company to construct on behalf of the Company Railways Nos. 1 2 5 and 10 by this Act authorised or any of them and thereupon the South Western Company shall and they are hereby authorised in accordance with the provisions of the scheduled agreement to construct the railways mentioned in such request and to exercise all the powers by this Act conferred on the Company in relation to the construction of such railways including the equipment of such railways for being worked by electrical power.

(2) Notwithstanding anything in this Act contained Railways Nos. 1 2 5 and 10 by this Act authorised shall be the property of the Company and Railway No. 2 shall form part of the Company's Ealing Extension Railway referred to in the Act of 1877 and Railway No. 10 shall form part of the Company's Hammersmith Junction Railway referred to in the Metropolitan District Railway Act 1875.

(3) Railways Nos. 3 4 6 7 8 and 9 by this Act authorised shall form part of the undertaking of the South Western Company but shall be subject to such rights of user thereof as are herein-after mentioned.

Tolls &c.  
on new  
railways.

**21.**—(1) For the purpose of calculating maximum tolls rates fares and charges Railway No. 2 by this Act authorised shall be deemed to be part of the Ealing Extension Railway of the Company and Railway No. 10 by this Act authorised shall be deemed to be part of the Hammersmith Junction Railway of the Company.

(2) For the purpose of calculating maximum tolls rates fares and charges Railways Nos. 1 3 4 5 6 7 8 and 9 by this Act authorised shall be deemed to be part of the Kensington and Richmond Branch railway of the South Western Company Provided that in respect of traffic between stations on the railways of the Company where the portion of railway between Studland Road Junction and Turnham Green Junction forms part of the route such portion of railway shall be deemed to be part of the Ealing Extension Railway of the Company.

Working of  
certain rail-  
ways by elec-  
trical power.

**22.** The traffic on Railways Nos. 1 2 4 5 6 8 9 and 10 by this Act authorised may be worked by electrical power or steam power and the traffic on Railways Nos. 3 and 7 by this Act authorised may be worked by steam power or if the South Western Company so think fit by electrical power.

**23.**—(1) So soon as the lines of railway mentioned in this subsection and Railways Nos. 3 and 7 by this Act authorised are completed and opened for traffic the Company shall have the exclusive right in perpetuity (for themselves and for the railway companies mentioned in subsection (2) of this section) to run over work and use with their electrical or steam engines or other motive power cars carriages and waggons of every description and with their officers and servants in charge of engines and trains for the purposes of traffic of every description the lines of railway herein-after in this subsection mentioned together with the sidings works and conveniences connected therewith and all signals points cross-overs crossings junctions wires cables and electrical and other machinery apparatus works and conveniences necessary for or incidental to the running over working and use of such lines of railway (that is to say):—

A.D. 1910.  
Company to have exclusive use of certain railways.

Railways Nos. 6 8 and 9 by this Act authorised and the existing double lines of the South Western Company's railway between the terminations of Railways Nos. 2 and 5 by this Act authorised near Turnham Green Terrace and the commencement of Railway No. 10 by this Act authorised near Studland Street as such lines of railway will be varied by the construction of Railways Nos. 6 8 and 9 by this Act authorised:

Also Railway No. 4 by this Act authorised:

And the Company shall also have the right in perpetuity for themselves and the other railway companies mentioned in subsection (2) of this section (which right shall be exclusive except so far as in the scheduled agreement and in this subsection otherwise expressed) at all times with their officers servants and passengers to use the new station to be constructed at Goldhawk Road and the platforms thereof and also the southern platforms of the Turnham Green Station and Ravenscourt Park Station of the South Western Company and the necessary entrances and stairways for obtaining access to and egress from such platforms Provided that the last-mentioned right of user shall not extend to any platform which may be constructed on Railway No. 7 by this Act authorised at the new station at Goldhawk Road under the provisions of subsection (3) of the section of this Act of which the marginal note is "For protection of Great Western and Metropolitan Railway Companies" and in the event of such platform being constructed on Railway No. 7 such right of user shall

A.D. 1910. not be exclusive to the Company and to the other railway companies mentioned in subsection (2) of this section so far as regards the booking offices at the said new station nor as regards the entrances and approaches necessary for obtaining access to and egress from such platform.

(2) The railway companies referred to in subsection (1) of this section are the Midland Company and if the Company think fit any other railway companies working over the Company's railway or in connexion therewith provided that the exercise of such rights by such other railway companies be not prejudicial to the interests of the South Western Company and that such other railway companies are not competitors of the South Western Company or if competitors then only with the consent of the South Western Company which consent shall not be unreasonably withheld Any question between the Company and the South Western Company arising under this subsection of this section shall failing agreement be determined by an arbitrator to be appointed by the Board of Trade on the application of either Company.

(3) The terms and conditions of such user and the payments to be made therefor by the Company for themselves and the other companies mentioned in subsection (2) of this section shall be those contained in the scheduled agreement Provided that in respect of the running over working and use by the Midland Company of the said lines of railway mentioned in subsection (1) of this section the terms conditions and payments in respect of such running over working and use by the Midland Company shall continue to be such as are agreed between the Midland Company and the South Western Company until the determination or expiration of the agreement or agreements between the Midland Company and the South Western Company prescribing the same.

Great Western Railway Company and Metropolitan Railway Company to run over Railways Nos. 3 and 7.

**24.** So soon as Railways Nos. 3 and 7 by this Act authorised are completed and opened for traffic the Great Western Railway Company and the Metropolitan Railway Company and any joint committee of those companies shall instead of running over and using the now existing lines of the South Western Company's railway between the commencement of Railway No. 3 by this Act authorised near Acton Lane and the termination of Railway No. 7 by this Act authorised near Studland Street run over and use Railways Nos. 3 and 7 by this Act authorised and (notwithstanding anything contained in the Acts conferring running

powers on those companies or either of them or on any such joint committee over the Kensington and Richmond Branch railway of the South Western Company) the Great Western Railway Company and the Metropolitan Railway Company or any such joint committee or any of them shall not run over or use the lines of railway mentioned in subsection (1) of the last preceding section of this Act which form part or which when constructed under the powers of this Act will form part of the South Western Company's railway between the commencement of Railway No. 3 by this Act authorised near Acton Lane and the termination of Railway No. 7 by this Act authorised near Studland Street.

A.D. 1910.

Section 35 of the Metropolitan Railway Act 1902 shall extend and apply to Railways Nos. 3 and 7 by this Act authorised instead of to the said existing lines of the South Western Company's railway.

**25.** Notwithstanding anything in this Act contained the rights and obligations of the Midland Company under the Metropolitan District Railway Act 1875 and the Metropolitan District Railway Act 1878 and under the agreement between the Company and the Midland Company set forth in the Second Schedule to the Midland Railway (Further Powers) Act 1877 in respect of the Hammersmith Junction Railway of the Company authorised by the Metropolitan District Railway Act 1875 and the capital in respect thereof shall not be affected or altered.

Saving for Midland Railway Company in respect of Hammersmith Junction Railway.

**26.** Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of three thousand and eighty-six pounds three shillings and three-pence two and a half per cent. consolidated stock being five per cent. upon the amount of the estimate of Railways Nos. 1 2 5 and 10 by this Act authorised has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which stock 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 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 person survivors or survivor are or is in this Act referred to as "the depositors") unless previously to the expiration of the period limited by this Act for

Deposit money not to be repaid except so far as railways are opened.



A.D. 1910. the completion of the Railways Nos. 1 2 5 and 10 by this Act authorised the same are opened for the public conveyance of passengers and if default is made in so opening such railways the deposit fund shall be applicable and shall be applied as provided by the next following section. Provided that if within such period as aforesaid any portion of such railways is opened 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 such 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 portion of such railways so opened bears to the entire length of such railways the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be 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  
fund.

27. If previously to the expiration of the period limited for the completion of the Railways Nos. 1 2 5 and 10 by this Act authorised those railways are not completed and opened for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railways Nos. 1 2 5 and 10 by this Act authorised 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 in respect of those railways 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 High Court 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 if a receiver has been appointed or the Company is insolvent



or the undertaking has been abandoned be transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be retransferred to the depositors. Provided that until the deposit fund has been retransferred 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.

A.D. 1910.

**28.** If the South Western Company fail within the period limited by this Act to complete the said Railways Nos. 3 4 6 7 8 and 9 by this Act authorised the South Western Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the said railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided. But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the South Western Company were prevented from completing or opening the said railways by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty imposed unless certain railways opened within time limited.

**29.** Every sum of money so recovered by way of penalty as aforesaid 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 said Railways Nos. 3 4 6 7 8 and 9 by this Act authorised or any portion thereof or who have been

Application of penalty.

A.D. 1910. subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the South Western 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 High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the South Western Company is insolvent or the said railways or any part thereof have been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the South Western Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the South Western Company.

Period for  
completion  
of works.

**30.** If the railways by this Act authorised 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 or as the case may be the South Western Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for  
compulsory  
purchase of  
lands.

**31.** The powers of the Company and the South Western Company as the case may be for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Confirming  
agreement  
with South  
Western  
Company.

**32.** The scheduled agreement (made between the Company of the one part and the South Western Company of the other part) set out in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto and shall have effect and may be carried out as if it formed part of this Act and the Company and the South Western Company may respectively do all things necessary for carrying the said agreement into effect.

The said agreement shall be produced to the Commissioners of Inland Revenue duly stamped with the stamp duties chargeable thereon namely two hundred and seventy pounds seventeen shillings and sixpence within three months after the passing of

this Act and in default of such production the said duties with interest thereon at the rate of five per cent. per annum shall be a debt to His Majesty recoverable from the Company. A.D. 1910.

**33.** The Company on the one hand and the South Western Company on the other hand may enter into and carry into effect or vary agreements with respect to the construction maintenance and user of the railways by this Act authorised or any of them and any further matters incidental thereto and subject to the provisions of this Act with respect to variations of the scheduled agreement. Agreements with South Western Company.

**34.** The Company and the South Western Company respectively may apply for the purposes of this Act any moneys which they respectively now have in their hands or which they respectively have power to raise by shares or stock or by mortgage or debenture stock and which may not be required for the purposes for which the same were authorised to be raised or borrowed. Power to apply funds to purposes of Act.

**35.** The following provisions for the protection and benefit of the Acton Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to the construction of Railways Nos. 1 to 4 by this Act authorised in the parish and urban district of Acton (in this section called "the district") (that is to say):— For protection of Acton Urban District Council.

(1) For the purposes of this section the expression "the Company" in respect of the construction of railways Nos. 1 and 2 means the Metropolitan District Railway Company and in respect of the construction of Railways Nos. 3 and 4 means the South Western Company:

(2) In constructing Railways Nos. 1 and 2 over the passage numbered on the deposited plans 7 in the district the Company shall leave such opening between the said Railways Nos. 1 and 2 into the arched passage to afford light thereto as shall be reasonably required by the council and if the Company interfere with the sewer under the said passage they shall relay such sewer to the reasonable satisfaction of the engineer of the council:

A.D. 1910.

(3) Before diverting the footpath over the public footbridge numbered on the deposited plans 7a in the district the Company shall submit to the council for their reasonable approval plans of the new footbridge to be erected by the Company in the place of such existing bridge:

(4) In the construction of Railways Nos. 1 and 2 the Company shall not so alter or reconstruct the existing bridge over Fisher's Lane as to increase the width between the present parapets of such bridge or as to decrease the headway under such bridge but the Company shall if required by the Council within six weeks from the passing of this Act by writing under the hand of their clerk reconstruct such bridge so as to provide a clear span for such bridge throughout of not less than thirty feet. Provided that in such case the council shall pay to the Company upon the completion of the work the amount of the cost and expense incurred by the Company in and about such reconstruction or necessarily consequent thereon:

(5) So much of the abutment walls of the new bridges in the district as will be under cover shall be lined by the Company with brindle brick to a height not exceeding five feet from the footway level and above that height with white glazed bricks or at the option of the Company with white glazed tiles and all such glazed bricks or tiles shall at all times be maintained by the Company:

(6) The Company shall if it is found reasonably necessary provide and maintain one lamp for the purpose of lighting the passageway leading from Hardwicke Road to Mills Row and such lamp shall be lighted and kept lighted by the Company at their own expense during such hours as public lamps within the district are lighted:

(7) The Company shall remove the shrubs and trees now existing on the embankment facing Acton Green and shall replant them on the embankment facing Acton Green to be constructed under the powers of this Act and shall replace any shrubs and small trees damaged by such removal and shall plant and

thereafter maintain or renew at their own expense any additional shrubs and trees that may be reasonably required by the council: A.D. 1910.

(8) The reasonable cost of all necessary supervision by the engineer of the council in respect of any work executed by the Company to the approval of the council shall be borne and paid by the Company:

(9) If any dispute shall arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**36.** The following provisions for the protection and benefit of the Chiswick Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to the construction of Railways Nos. 1 to 8 by this Act authorised in the parish and urban district of Chiswick (in this section called "the district") (that is to say):—

For protec-  
tion of Chis-  
wick Urban  
District  
Council.

(1) For the purposes of this section the expression "the Company" shall in respect of the construction of Railways Nos. 1 2 and 5 mean the Metropolitan District Railway Company and in respect of the construction of Railways Nos. 3 4 6 7 and 8 mean the London and South Western Railway Company:

(2) In the construction of Railways Nos. 3 and 4 the Company shall not so alter or reconstruct the existing bridge over Fisher's Lane as to increase the width between the present parapets of such bridge or as to decrease the headway under such bridge but the Company shall if required by the council within six weeks from the passing of this Act by writing under the hand of their clerk reconstruct such bridge so as to provide a clear span for such bridge throughout of not less than thirty feet Provided that in such



A.D. 1910.

case the council shall pay to the Company upon the completion of the work the amount of the cost and expense incurred by the Company in and about such reconstruction or necessarily consequent thereon:

- (3) In constructing the new bridges to carry Railways Nos. 6 and 7 over the public road known as Turnham Green Terrace numbered on the deposited plans 10 in the district the Company shall leave such openings between each of such new bridges and the existing bridge for the purpose of lighting the said road as shall be reasonably required by the Council and each of such new bridges shall be constructed of a clear span throughout of not less than 50 feet measured on the square across the said road and with a clear headway throughout of not less than that of the existing bridge:
- (4) The Company if so required by the council within six weeks from the passing of this Act by writing under the hand of their clerk shall reconstruct the existing bridge over the before-mentioned Turnham Green Terrace so as to provide a clear span throughout of not less than 50 feet measured on the square across such road and a clear headway throughout of not less than that of the existing bridge Provided that in such case the council shall pay the Company upon the completion thereof two-thirds of the amount of the cost and expense incurred by the Company in and about such reconstruction or necessarily consequent thereon:
- (5) In constructing Railways Nos. 7 and 8 over the public road known as Prebend Gardens numbered on the deposited plans 16 in the district the Company shall construct each of the two new bridges over such road with an effective clear headway throughout of not less in any part than the effective clear headway under the existing bridge over such road and if the Company interfere with the sewer under such road they shall relay such sewer to the reasonable satisfaction of the engineer of the council:
- (6) In constructing the western abutments of the bridges to carry Railways No. 7 and 8 over Goldhawk Road numbered on the deposited plans 25 in the district

the Company shall construct two inspection chambers in the line of the outfall sewer of the council under the said road one at the northern side of the bridge to carry Railway No. 7 over the said road and one at the south side of the bridge to carry Railway No. 8 over the said road and if it shall be found necessary or advisable to construct the said abutments so as to interfere with the said sewer the Company shall relay the said sewer between the said inspection chambers to the reasonable satisfaction of the engineer of the council:

A.D. 1910.

- (7) So much of the abutment walls of the new and reconstructed bridges in the district as will be under cover shall be lined by the Company with brindle brick to a height not exceeding five feet from the footway level and above that height with white glazed bricks or at the option of the Company with white glazed tiles and all such glazed bricks or tiles shall at all times be efficiently maintained by the Company:
- (8) The Company shall provide and maintain two lamps for the purpose of lighting the roadway under the new bridges over Turnham Green Terrace and shall also provide and maintain two lamps for the like purpose in respect of the new bridges over Prebend Gardens and each of such lamps shall be lighted and kept lighted by the Company at their own expense during such hours as any public lamps within the district are lighted:
- (9) The Company shall be at liberty to use and enjoy free of charge the strip of land (coloured pink on the plan signed by Ernest Frederick Collins on behalf of the council and by Harley Hugh Dalrymple-Hay on behalf of the Company) adjoining the railway now forming part of the roadway between Clifton Gardens and Belmont Grove Provided always that such strip of land shall be suitably fenced to the reasonable satisfaction of the council against the adjoining road and that such user shall in no way interfere with or prejudice the use of the adjoining road:

A.D. 1910.

- (10) The reasonable cost of all necessary supervision by the engineer of the council in respect of any work executed by the Company to the approval of the council shall be borne and paid by the Company:
- (11) If any dispute shall arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protec-  
tion of North  
and South  
Western  
Junction  
London and  
North  
Western  
Midland and  
North Lon-  
don Railway  
Companies.

**37.** For the protection of the North and South Western Junction Railway Company (herein-after in this section referred to as "the junction company") and of the London and North Western Railway Company the Midland Railway Company and the North London Railway Company (herein-after in this section jointly referred to as "the lessee companies") the following provisions shall (unless otherwise agreed in writing between the South Western Company and the lessee companies) have effect (that is to say):—

- (1) Railway No. 7 shall be carried over the Hammersmith Branch railway of the junction company and the sidings and lands adjoining thereto by means of a wrought iron or steel girder bridge and such bridge shall at all times have a clear headway of not less than 16 feet measured from the upper surface of the rails of the said Hammersmith Branch railway and the said bridge shall be constructed with intermediate supports in such positions and of such dimensions and materials as may be reasonably approved by the engineer acting on behalf of the lessee companies (herein-after in this section referred to as "the engineer"):
- (2) The South Western Company shall not enter upon or interfere with the said Hammersmith Branch railway or any of the lands works or property belonging to or used by the junction company or the lessee companies or execute any works whatever on over or in any way affecting the same until the South Western Company shall have delivered to the secretary

A.D. 1910.

of the joint committee of the lessee companies plans sections and specifications (herein-after in this section referred to as "the plans") of such intended works and the same shall have been approved in writing by the engineer or in the event of his disapproving or failing for 28 days after the delivery thereof to approve the same until the plans have been approved by an engineer to be appointed as herein-after in this section provided and the said bridge and the works both temporary and permanent in connexion with Railways Nos. 7 and 8 by this Act authorised over or adjoining or in any way affecting the lands or property of the junction company (all or any of which are herein-after in this section referred to as "the said works") shall be constructed and thereafter maintained in accordance with the provisions of this section and according to the plans. The said works shall be carried out under the superintendence of the engineer and to his reasonable satisfaction in all respects but in all things at the expense of the South Western Company. The said works after they are commenced shall be constructed as quickly as conveniently may be:

- (3) The said works shall be constructed and executed respectively by such means and in such manner only as not to interfere with the traffic over or the free uninterrupted and safe user of the railway sidings and depôt of the junction company and so as to leave undisturbed all their existing lines of rails:
- (4) The South Western Company shall at all times maintain the said works in substantial repair and good order to the reasonable satisfaction of the engineer and if and whenever the South Western Company fail so to do the lessee companies may make and do in or upon as well the lands of the South Western Company as their own lands all such works and things as may be reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the lessee companies by the South Western Company:
- (5) If by reason of the construction of the said works it shall become reasonably necessary to add to or alter

A.D. 1910.

the signals or apparatus in connexion therewith upon the said Hammersmith Branch railway the same shall be added to or altered by the lessee companies and the reasonable expense thereof shall be repaid to them by the South Western Company:

- (6) The South Western Company shall not purchase or take any lands owned by the junction company or leased to the lessee companies but may purchase and take and the junction company and the lessee companies shall according to their respective estate and interest sell and grant accordingly a perpetual easement or right of using such lands and property for the purpose for which but for this enactment the South Western Company might purchase and take the same:
- (7) The South Western Company shall bear and on demand pay to the lessee companies all reasonable expenses of the employment by them during the construction of the said works of a sufficient number of inspectors watchmen and flagmen to be appointed by the lessee companies for inspecting the said works and for watching the said Hammersmith Branch railway and the works and property connected therewith and regulating the traffic on the said Hammersmith Branch railway and the sidings connected therewith with reference to and during the executing of the said works and for preventing as far as may be all interference danger and accident from any of the operations or from the acts or defaults of the South Western Company or of their contractors or of any person or persons in the employment of the South Western Company or of their contractors with reference thereto or otherwise and also of the additions and alterations by the lessee companies of any signals or apparatus in connexion therewith which may be found to be reasonably necessary to make owing to the construction of the said works:
- (8) Notwithstanding anything in this Act contained if by reason of the execution of any of the said works or any proceedings of the South Western Company or the failure of any of the said works or any act or omission of the South Western Company or of their contractors or of any person or persons in the employ



A.D. 1910.

of the South Western Company or of their contractors or by reason of the breakage induction or failure of insulation of any wire or cable of the South Western Company or any support thereof the Hammersmith Branch railway or the sidings or depôt or any of the works connected therewith or any passenger or other traffic thereon shall sustain any injury or damage such injury or damage shall be forthwith made good by the South Western Company at their own expense or in the event of the South Western Company failing so to do the lessee companies may make good the same and recover the expense thereof from the South Western Company And if any interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid or injury shall be caused to any person the South Western Company shall on demand pay to the lessee companies all damages costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such damages costs expenses and compensation to be recoverable from the South Western Company :

- (9) Any difference which may arise under the provisions of this section between the junction company or the lessee companies on the one hand and the South Western Company on the other hand shall be from time to time referred to and determined by an engineer to be agreed upon between the parties in dispute or failing such agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**38.** For the protection of the Great Western Railway Company and the Metropolitan Railway Company (in this section referred to as "the joint companies") the following provisions unless otherwise agreed shall have effect (that is to say) :—

For protec-  
tion of Great  
Western and  
Metropolitan  
Railway  
Companies.

- (1) In constructing Railway No. 8 by this Act authorised between the eastern side of Goldhawk Road and the

A.D. 1910.

western side of the North and South Western Junction Railway and in constructing the new station on Railway No. 8 on the western side of Goldhawk Road provided for in the scheduled agreement the South Western Company shall carry out the same approximately in the lines indicated by pink colour on the plan signed in duplicate by Thomas Gair Ashton the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Office of the Clerk of the Parliaments and one copy in the Private Bill Office of the House of Commons:

(2) The cost of and incidental to the acquisition of the lands coloured green on the plan referred to in the preceding subsection of this section and the cost of any widening of bridges or other works forming part of the additional works referred to in subsection (3) of this section that may be carried out by the South Western Company at the request of the joint companies prior to the date at which the joint companies shall have given the notice referred to in that subsection shall carry interest from the date of expenditure at the rate of four per centum per annum and such interest shall be paid by the joint companies to the Company by half-yearly payments on the 30th day of June and the 31st day of December in every year. Provided that if the joint companies give the said notice then all such cost shall as from the date at which the additional works are ready for use by the joint companies form part of the additional capital outlay mentioned in subsection (4) of this section:

(3) If the joint companies at any time within five years from the date of the passing of this Act give notice in writing to the South Western Company so to do the South Western Company shall (and they are hereby authorised so to do) construct a suitable platform on Railway No. 7 by this Act authorised at or near Goldhawk Road together with approaches thereto and carry out any necessary alteration and

A.D. 1910.

widening of Railway No. 7 and the works connected therewith and acquire any additional lands necessary for such purposes which said platform and approaches alteration widening and other works in connexion therewith are in this section referred to as "the additional works" If the South Western Company are unable to acquire such lands or any portion thereof or to construct the additional works without further statutory powers the Company the South Western Company or the joint companies may include in any Bill to be promoted by any of them powers for such purposes and the additional works shall in such case be carried out so soon as such powers shall have been obtained The additional works shall be carried out in accordance with plans and sections to be reasonably approved by the joint companies and to their reasonable satisfaction :

- (4) The reasonable cost of constructing and equipping the additional works and of providing the necessary signalling incidental thereto and any expenditure in respect of the lands referred to in subsection (3) of this section including the cost of obtaining any necessary statutory powers to acquire the same as herein-before provided and/or compensation for any lands belonging to the South Western Company that may be required for the additional works with interest at the rate of four per centum per annum on the moneys expended from the date of expenditure to the date at which the additional works are ready for use by the joint companies (all which cost expenditure and interest are in this section referred to as "additional capital outlay") shall be borne by the South Western Company who shall include the same in or add the same to "outlay by the South Western Company on Account (B)" referred to in articles 15 and 16 of the scheduled agreement except as to land already included in that account :
- (5) As from the date at which the additional works are ready for use by the joint companies the additional capital outlay shall carry interest at the rate of four per centum per annum and such interest and any

A.D. 1910.

rates taxes or other outgoings payable in respect of the additional works and the cost of maintaining the additional works and the cost of staffing and operating the station on Railways Nos. 7 and 8 by this Act authorised at Goldhawk Road including the subway approach to be made thereto and the platform on Railway No. 7 (but exclusive of the platform on Railway No. 8) shall (unless and until as otherwise in this subsection provided) be borne by the Company and the joint companies in such proportions as failing agreement the arbitrator to be appointed as in this section provided shall having regard to all the circumstances of the case determine and shall be paid to the Company by half-yearly payments on the 30th day of June and the 31st day of December in every year Provided that if at any time the South Western Company use the said platform on Railway No. 7 or permit the same to be used by the trains of any company other than the joint companies then as from the date of such user the said interest rates taxes outgoings and cost above referred to in this subsection shall be borne by the Company the joint companies the South Western Company and/or any such other company or companies in such proportions as failing agreement the said arbitrator shall having regard to all the circumstances of the case determine and shall be paid to the Company on the said days in every year :

- (6) If the joint companies at any time within five years from the date of the passing of this Act give notice to the South Western Company that they desire and undertake to work their trains by electrical power on the portion of the South Western Company's Kensington and Richmond Branch railway between the junction (known as Richmond Junction) of that railway with the Hammersmith and City Railway on the one hand and Richmond on the other hand the South Western Company shall equip and thereafter maintain for working by electrical power the intervening lines of railway between Richmond Junction and the commencements of Railways Nos. 1 and 4 by this Act authorised near Acton Lane over which

lines the trains of the joint companies are entitled to run (in this section referred to as "the said lines between Richmond Junction and Acton Lane"): A.D. 1910.

- (7) So soon as the work of electrical equipment under the last preceding subsection has been carried out the South Western Company shall make out an account of the moneys expended by them on works necessarily executed in equipping the said lines between Richmond Junction and Acton Lane for electrical power including interest at the rate of four per centum per annum on the moneys expended from the date of expenditure to the date at which the joint companies commence to use such electrical equipment (all which expenditure and interest are in this section referred to as "electrification outlay") The electrification outlay shall carry interest at the rate of four per centum per annum which interest shall (unless and until as otherwise in this subsection provided) be paid in perpetuity by the joint companies to the South Western Company by half-yearly payments on the 30th day of June and the 31st day of December in every year Provided that in the event of the South Western Company working their own trains or working or permitting the trains of any other company to be worked by electrical power over the said lines between Richmond Junction and Acton Lane or any portion thereof then as from the date they commence so to do the said interest on the electrification outlay shall be borne by the joint companies and/or the South Western Company and/or any such other company or companies in such proportions as failing agreement the arbitrator to be appointed as in this section provided shall having regard to all the circumstances of the case determine:
- (8) From and after the completion of such electrical equipment the joint companies shall and may work their trains by electrical power between Richmond Junction and Richmond Provided always that the joint companies may upon giving the South Western Company six months' notice in writing of their intention so to



A.D. 1910.

do cease to work their trains by electrical power or upon similar notice at any time or times suspend such working :

(9) The terms of user by the joint companies of the electrical equipment on the said lines between Richmond Junction and Acton Lane and on the portion of the South Western Company's railway between Acton Lane and Richmond and the payments to be made by the joint companies to the South Western Company in respect of such user and of the maintenance of such electrical equipment and of the additional cost (if any) of maintaining the South Western Company's railway caused by the adoption and/or user by the joint companies of electricity as a motive power shall failing agreement be such as the said arbitrator shall having regard to all the circumstances of the case determine :

(10) The electric current required for the working of the trains of the joint companies or either of them on the portion of the South Western Company's railway between Acton Lane and Richmond and on the said lines between Richmond Junction and Acton Lane shall if so required be supplied to the joint companies or either of them by the Company or may be supplied by the South Western Company and in either case on terms to be agreed or as failing agreement the said arbitrator shall having regard to all the circumstances of the case determine Provided that (i) the Company shall be under no obligation to supply electric current except so far as they may be able to obtain the same having regard to their requirements or obligations from time to time and (ii) the joint companies or either of them may subject to the consent of the South Western Company (such consent not to be unreasonably withheld) provide the electric current on the said lines between Richmond Junction and Acton Lane :

(11) Any difference arising under this section shall be determined by an arbitrator to be appointed on the application of the Company the South Western Company and/or the joint companies by the Board of Trade.

**39.** The following provisions shall have effect for the protection of the London United Tramways Limited their successors and assigns (herein-after called "the tramway company") (that is to say):—

A.D. 1910.  
For protec-  
tion of Lon-  
don United  
Tramways  
Limited.

- (1) Before commencing the construction of Railways Nos. 7 8 and 9 and the works connected therewith so far as the same may be in or over Studland Street or Goldhawk Road respectively or in hereafter widening lengthening reconstructing altering or repairing or supporting any bridge carrying such railways over the said streets (all of which works are herein-after referred to as "the works") the South Western Company shall give not less than 28 days' notice of their intention to commence the works and such notice shall be accompanied by plans and sections of the works so far as they may affect the tramways and works of the tramway company and the method of constructing the same and the works shall so far as they may affect the tramways and works of the tramway company only be constructed and maintained in accordance with plans and sections reasonably approved by the engineer of the tramway company and under his superintendence and to his reasonable satisfaction Provided that if for 21 days after the service of such notice upon the tramway company such plans and sections shall not have been disapproved by the engineer of the tramway company the same shall be deemed to have been approved by him and that if within the said period the engineer of the tramway company disapproves such plans and sections they shall be settled by arbitration as herein-after provided:
- (2) The execution of the works shall be carried on as far as possible continuously from the time when the same shall be commenced until the time when the same shall be completed and shall be so carried out as not to interrupt unless absolutely necessary the traffic on the tramways of the tramway company and the South Western Company shall pay to the tramway company the reasonable cost incurred by the tramway company in making any necessary provision by

A.D. 1910.

means of temporary tramways or otherwise for the working of the tramways during the execution of the works :

- (3) The South Western Company shall be responsible for and make good to the tramway company all cost losses damages and expenses which may be occasioned to the tramway company or to any of their works or property or to the traffic on the said tramways or to any persons using the same during the construction of the works and in connexion with the maintenance thereof or otherwise by reason of the failure of the works or of any act or omission of the South Western Company or of any of the persons in their employ or of their contractors or others during construction or maintenance and the South Western Company shall effectually indemnify and hold harmless the Company from all claims and demands upon or against them during construction or by reason of the maintenance or failure of the works and of any such act or omission :
- (4) The tramway company may affix to any such bridge over Goldhawk Road or Studland Street after the same has been so constructed widened lengthened reconstructed altered repaired or supported such brackets wires and apparatus as may be desirable for the working of the tramways but before so doing the tramway company shall give to the South Western Company 28 days' notice of such intention with proper plans showing the mode in which such brackets wires and apparatus are intended to be attached to the said bridges which shall be determined by the engineer of the South Western Company :
- (5) If any difference arise between the South Western Company and the tramway company under this section such difference shall be settled by an engineer to be mutually agreed upon or in default of agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party with notice in writing to the other and any such arbitration shall be under and subject to the provisions of the Arbitration Act 1889.

40. The following provisions for the protection of the county council shall unless otherwise agreed between the Company and the county council have effect and apply to so much of the railways and works by this Act authorised as will be within the administrative county of London (that is to say):—

A.D. 1910.  
For protec-  
tion of Lon-  
don County  
Council.

- (1) For the purposes of this section the expression "the Company" shall in respect of the construction of Railways Nos. 7 8 and 9 mean the South Western Company and in respect of the construction of Railway No. 10 and the other works by this Act authorised mean the Metropolitan District Railway Company:
- (2) It shall not be lawful for the Company under the powers of this Act to erect any building or structure or any addition to any existing building or structure in such manner that any external wall thereof or the external fence or boundary of any forecourt or space in front thereof shall be within the distance hereinafter prescribed from the centre of the roadway of any street or way (being a highway) upon which the same will abut that is to say where such street or way is used for the purposes of carriage traffic twenty feet and where such street or way is used for the purposes of foot traffic only ten feet:
- (3) So much of Railway No. 7 and the works connected therewith as lies to the east of Goldhawk Road and is shown on the plan marked "A" signed in duplicate by Thomas Gair Ashton the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred shall be constructed and maintained in all respects in accordance with the said plan unless such of the houses in Ravenscourt Gardens shown on the said plan as are adjacent to the proposed works are demolished and unless no buildings are erected on the sites of such houses nearer than fifteen feet from the parapet wall of the Company's proposed works One copy of which plan has been deposited in the Office of the Clerk of the Parliaments and one copy in the Private Bill Office of the House of Commons:

A.D. 1910.

- (4) If the Company construct the railways in this subsection referred to they shall if so required by the county council within twelve months after the completion of the said railways sell to the county council and the county council may purchase for the purpose of increasing the present width of the roads or streets in the metropolitan borough of Hammersmith hereafter respectively mentioned in connexion with such railways all or any of the pieces of land shown by a red colour on the plans marked "B" and "C" referred to in this subsection now belonging to or which may hereafter be acquired by the South Western Company and shall pay that company therefor at their value as vacant land in possession such price as shall be agreed or settled by arbitration:

The railways and roads above referred to are as follows:—

Railway No. 7 Goldhawk Road Dalling Road and Studland Street;

Railway No. 8 Goldhawk Road;

Railway No. 9 Dalling Road and Studland Street;

The plans marked "B" and "C" referred to in this subsection have been respectively signed in duplicate by Thomas Gair Ashton the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plans has been deposited in the Office of the Clerk of the Parliaments and one copy in the Private Bill Office of the House of Commons;

Any land so purchased shall be thrown by the county council into the Goldhawk Road Dalling Road and Studland Street respectively and shall be paved and made up and thereafter maintained repaired cleansed and lighted by the council of the metropolitan borough of Hammersmith:

- (5) Notwithstanding anything shown on the deposited plans the Company if they divert Felgate Mews in the metropolitan borough of Hammersmith shall so carry out such diversion as to give a width of not less than twenty-one feet throughout such diversion:



- (6) The Company shall in constructing the railways by this Act authorised construct the bridges and works to carry such railways over the roads next herein-after mentioned as girder bridges which shall have a clear headway throughout above the existing surface of the street and a clear span throughout measured on the square of not less than the headways and spans herein-after mentioned (that is to say):—

A.D. 1910.

Metropolitan Borough.	Situation of Bridge.	Headway.	Span at Right Angle to Road.
		ft. ins.	ft. ins.
Hammersmith -	Goldhawk Road - - - -	17 3	60 0
"	Road known as Ravenscourt Park -	17 8	40 0
"	Ravenscourt Avenue - - -	16 9	39 9
"	Shaftesbury Road - - - -	17 7	76 0
"	Dalling Road - - - -	18 7	50 0
"	Studland Street - - - -	16 4	50 0

- (7) If the Company under the powers of this Act construct a bridge and works to carry Railway No. 10 by this Act authorised over Galena Road in the metropolitan borough of Hammersmith such bridge shall have a clear headway throughout of fifteen feet ten inches above the existing surface of such road and a clear span throughout measured on the square of not less than forty feet:

- (8) In constructing the said bridges the Company shall face the abutments thereof up to a height of three feet above the level of the footway with brindle brick and above that height with white glazed bricks or at the option of the Company with white glazed tiles and shall at all times keep the surface of such bricks or tiles clean and in good repair to the reasonable satisfaction of the council of the metropolitan borough of Hammersmith:

- (9) The said bridges and works shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent so far as reasonably practicable the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden so far as is reasonably practicable the

A.D. 1910.

sound of engines carriages and traffic passing over them and the parapets of the said bridges and works shall be carried up to a height sufficient to effectually hide from view of the street or road trains passing over such bridges or works :

- (10) The Company shall not execute or commence the construction of the said bridges or works or any of them until they shall have given to the county council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the county council with plans elevations sections and other necessary particulars thereof and until the county council shall have signified their approval of the same unless the county council fail to signify such approval or 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 county council in the execution and subsequent maintenance of the said bridges and works and shall save harmless the county council against all and every expense to be occasioned thereby and all works shall be done to the reasonable satisfaction of the county council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the county council 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 and designs superintendence or otherwise shall be paid to the county council by the Company on demand :
- (11) The Company shall not under the powers of this Act lay down any wires or cables so as to affect any public street road or open space except under such conditions and subject to such requirements as the county council may reasonably impose :
- (12) Except as in this Act expressly provided the Company shall not under the powers of this Act encroach upon

any part of the surface of any street or public foot-  
way or without the consent of the county council  
erect any building beyond the general line of building  
in any street.

A.D. 1910.

41. The South Western Company shall not under the  
powers of this Act except by agreement with the county  
council enter upon take use or interfere with any lands forming  
part of the park and open space known as Ravenscourt Park  
and in the case of such agreement the county council shall  
have power to sell and convey to the South Western Company  
any lands forming part of Ravenscourt Park and to grant to  
the South Western Company any rights necessary for the con-  
struction maintenance and use of the piers and arches forming  
a viaduct to carry the railways by this Act authorised across  
Ravenscourt Park on and over any lands as aforesaid and to  
receive the purchase money and compensation to be paid by  
the South Western Company to the council for such lands and  
rights and to give to the South Western Company a good and  
valid discharge therefor.

For protec-  
tion of  
Ravenscourt  
Park.

42. For the protection of the Hammersmith Borough Council  
(in this section herein-after called "the Hammersmith Council")  
the following provisions shall (unless otherwise agreed between  
the Company and the Hammersmith Council) be observed and  
have effect (that is to say):—

For protec-  
tion of Ham-  
mersmith  
Borough  
Council.

(1) For the purposes of this section the expression "the  
Company" in respect of the construction of Railway  
No. 10 means the Company and in respect of the  
construction of Railways Nos. 7 8 and 9 means the  
South Western Company:

(2) If it is found necessary after the bridges to carry  
Railways Nos. 7 and 9 over Shaftesbury Road Dalling  
Road and Studland Street shall have been erected  
for the Hammersmith Council to fix additional lamps  
to light the roadways or footpaths under the said  
bridges or any of them. the Company shall pay to  
the Hammersmith Council the cost of supplying  
and fixing such additional lamps and shall bear and  
pay the annual cost of lighting and maintaining  
the same:

A.D. 1910.

- (3) The Company shall submit to the Hammersmith Council plans and sections of the new bridges referred to in this section 21 days before commencing any work thereunder:
- (4) The Company shall not deposit any soil or materials anywhere within the metropolitan borough of Hammersmith so as to cause nuisance or obstruction to any persons using the streets roads or footways within that borough and shall not permit or suffer any soil excavated from the works to be carried through any street in that borough except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom. Any expense reasonably incurred by the Hammersmith Council in removing any soil dropped on any road in the said borough in consequence of the execution of the works shall on demand be paid by the Company to the Hammersmith Council:
- (5) Section 40 (General provisions for protection of water gas hydraulic power and electric companies) of the Act of 1897 which section is incorporated with this Act shall apply for the protection of the Hammersmith Council in respect to their electric lighting mains pipes and other apparatus as if the Hammersmith Council had been expressly named and included in the said section as extended and applied to this Act:
- (6) If the Company shall acquire or become possessed by virtue of this Act or any Act incorporated therewith of any lands buildings or other property in the metropolitan borough of Hammersmith assessed to the general rate they shall from time to time until the said works thereon shall be completed and assessed to such general rate be liable to make good the deficiency in the assessment to such general rate by reason of such lands buildings or other property having been taken or used for the purposes of the works and such deficiency shall be computed according to the value at which such lands buildings or other property were assessed to the last general rate made before the passing of this Act:

(7) If any dispute or difference shall arise between the Company and the Hammersmith Council under or in relation to any provision of this section such difference shall be determined by an engineer who shall failing agreement be nominated by the President of the Institution of Civil Engineers upon the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1910.

**43.** For the protection of Thomas Hussey Charles Gasquet and James MacKinlay owners of certain houses in Westcroft Square Hammersmith (in this section called "the owners" and which expression shall include their heirs and assigns so long as they continue to own such houses) the following provisions shall unless otherwise agreed between the owners and the South Western Company have effect (that is to say):— For protection of owners of certain houses in Westcroft Square.

- (1) The South Western Company shall not be entitled to acquire any of the premises numbered 13 to 22 inclusive in Westcroft Square and numbered on the deposited plans (relating to Railway No. 8) 53 to 62 inclusive in the parish and metropolitan borough of Hammersmith (in this section referred to as "the said premises") unless they acquire all the said premises :
- (2) If the South Western Company acquire the said premises the purchase money and compensation payable to the owners by the South Western Company shall be settled in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement :
- (3) If the South Western Company acquire the said premises they may thereon construct maintain and use Railway No. 8 by this Act authorised and any necessary works connected therewith including (if they so require) a station but not goods sidings :
- (4) The following provisions shall apply to any portion of the said premises not used for the purposes of Railway No. 8 and the works connected therewith which



A.D. 1910.

portion is in this section referred to as "the surplus premises":—

(A) So long as the other premises belonging to the owners in the said Square are used for residential purposes and are let for terms of not less than one year the surplus premises shall not be used for trade or other similar purposes but may only be used for residential purposes and be let on terms for not less than one year;

(B) In the event of the South Western Company pulling down any of the houses on the surplus premises they shall either erect buildings of at least as good a character as the houses pulled down or in the event of their not erecting buildings shall plant the surplus premises with trees and shrubs to the reasonable satisfaction of the owners for the purpose so long as the other premises belonging to the owners in the said Square are used for residential purposes of screening off the arches of the railway and shall fence the frontage of the surplus premises facing Westcroft Square with iron fencing in conformity with the fencing in the rest of the Square;

(c) Any building erected by the South Western Company on the surplus premises facing the said Square shall be erected in accordance with an elevation to be agreed between the South Western Company and the owners or failing agreement to be approved by an architect to be appointed on the application of the South Western Company or of the owners by the President of the Royal Institute of British Architects;

(d) The South Western Company may sell or let the surplus premises or any part thereof but in such case the obligations imposed on the South Western Company by this subsection with reference to the surplus premises shall be binding on all persons claiming through the South Western Company in respect of the portion of the surplus premises sold by the South Western Company and the obligation shall be deemed to run with the land:

(5) In the event of any difference arising between the South Western Company and the owners with reference to the construction of this section or the obligations of the South Western Company thereunder (except under (c) of subsection (4) of this section) or as to the breach of any such obligations such difference shall be settled by a surveyor to be appointed on the application of either party by the President of the Institute of Surveyors and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889. A.D. 1910.

44. Notwithstanding anything to the contrary in this Act contained the following provisions shall (unless otherwise agreed) apply and have effect for the protection of John Crawford Platt his executors administrators and assigns:— For protection of John Crawford Platt.

(1) The South Western Company if they desire to enter upon take or use any portion of the land and buildings coloured pink on the plan signed for identification by Harley Hugh Dalrymple-Hay shall if required by the said John Crawford Platt so to do purchase his estate and interest in the whole of such land at a price to be agreed or failing agreement settled by arbitration in manner provided by the Lands Clauses Acts and in the event of the said John Crawford Platt so requiring his estate and interest in the whole of the land coloured pink on the said plan to be purchased then no claim for severance shall be made in respect of the adjoining premises known as Studland Hall:

(2) In the event of any buildings being erected by the Company or the South Western Company or their respective successors or assigns on any portion of the land coloured pink on the said plan in such manner as to interfere with any rights of light on the eighth day of April one thousand nine hundred and ten enjoyed by the said John Crawford Platt in respect of the adjoining premises known as Studland Hall then the question of compensation for any such interference shall be settled in manner aforesaid.

A.D. 1910.

## PART IV.

## MISCELLANEOUS.

Power to  
Company to  
acquire lands.

**45.** The Company may enter upon take use and appropriate compulsorily or by agreement for the purposes of the improvement and enlargement of their railways and stations and the erection of buildings and works and any other purpose of this Act and also for the general purposes of their undertaking all or any of the lands which are delineated on the deposited plans and described in the deposited books of reference including in particular the lands herein-after described and may hold any of the said lands which may have been purchased by the Company by agreement before the passing of this Act and the same shall be deemed to be lands acquired under the powers of this Act (that is to say):—

In the county of London—

In the parish of St. Mary Abbott's Kensington in the royal borough of Kensington certain lands houses and premises known as Nos. 116 to 156 inclusive (even numbers) Cromwell Road and situate on the north side of that road between that road and the Company's railway:

In the parish of St. George's Hanover Square in the city and metropolitan borough of Westminster the houses lands and premises known as 193 and 195 Victoria Street and so much of the land and pavement adjoining the entrance in Victoria Street to the Company's Victoria Station as is bounded on the south by such station on the east by No. 189 Victoria Street on the west by 191 Victoria Street and on the north by an imaginary straight line drawn between the frontages in Victoria Street of Nos. 189 and 191 Victoria Street:

In the parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster two pieces of land forming part of the Victoria Embankment Gardens partly over the Company's railway each containing about 65 square yards situate at the northern end of the Company's Charing Cross Station on the east and west sides of the ventilator shaft adjoining the northern wall of that station:

In the parish of the city of London in the city of London the footbridge over the railway and Mansion House Station of the Company extending from Great Trinity Lane to premises in Garlick Hill on the south side of the Company's railway and on the west side of Garlick Hill and to extinguish all rights of way if any over such footbridge. A.D. 1910.

The Company may on or under the lands in this section described execute construct erect and maintain such works as are necessary for effecting the purposes for which such lands or easements therein are acquired.

**46.** For the protection of the mayor aldermen and councillors of the royal borough of Kensington (in this section called "the council") the following provisions shall (unless otherwise agreed between the Company and the council) be observed and have effect (that is to say):— For protection of royal borough of Kensington.

- (1) For the purposes of this section the expression "the borough" means the royal borough of Kensington in the administrative county of London and the expression "the said works" means so much of the works by this Act authorised as will be constructed on property in Cromwell Road acquired by the Company under the powers of this Act and as will necessitate the interference with and the breaking up of any street road or footway in the borough:
- (2) It shall be lawful for the borough engineer and surveyor of the council from time to time until the said works shall be completed to enter upon and inspect the same:
- (3) The Company shall before commencing the said works submit to the council for their reasonable approval plans showing the nature of such works and in the event of the council withholding their approval thereto for 28 days the Company may refer the plans to arbitration as herein-after provided:
- (4) Any building erected by the Company on property facing Cromwell Road acquired under the powers of this Act shall be erected in accordance with an elevation to be agreed between the Company and the council or failing agreement to be approved by an

A.D. 1910.

architect to be appointed on the application of the Company or the council by the President of the Royal Institute of British Architects:

- (5) The Company in carrying out the said works shall not deposit any soil or materials anywhere within the borough so as to cause nuisance or obstruction to any persons using the streets roads or footways in the borough:
- (6) In the construction of the said works the Company shall not (except where necessary in the pulling down or erection of any building fronting a public thoroughfare) permit or suffer any cart or waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be unloaded in any part of any public thoroughfare in the borough and shall not permit or suffer any soil excavated from the said works to be carried through any street in the borough except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom:
- (7) In the execution of the said works so far as they may affect roadways footways sewers drains watercourses or other works of the council the Company shall comply with and conform to all reasonable directions and regulations of the council and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the roadways footways sewers drains pipes watercourses or other works of the council and shall keep indemnified the council against all expenses reasonably occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the borough engineer at the costs and expenses in all respects of the Company:
- (8) The said works so far as they affect streets within the borough shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic but also any exceptional traffic lawfully using the streets within the borough and also any steam roller traction engine or other motor vehicle by whatever power worked that the



council may use for repairing streets or other purposes and the Company shall indemnify and make good to the council all costs expenses and damages that the council may at any time incur or be put to or be liable for by reason of any defect or insufficiency in strength in the said works or of any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the works:

- (9) The Company shall make full compensation to the council for any subsidence of or damage to any road footpath sewer drain or other work vested in or under the jurisdiction or control of the council which may be proved to be caused by or in consequence of the act or default of the Company their contractors servants or agents where such damage or subsidence shall happen during the construction of the said works by the Company:
- (10) The reasonable costs charges and expenses of or incurred by the council in removing any soil excavated from the said works dropped on any road in the borough or in reinstating any road or footpath damaged by the execution of the said works or in respect of the execution of any works or repairs or in respect of the inspection or supervision of any of the said works including any special supervision or in respect of any other matter under this section shall be borne and paid by the Company and be a debt due from the Company to the council:
- (11) If the Company shall acquire or become possessed by virtue of this Act or any Act incorporated therewith of any lands buildings or other property within the borough assessed to the general rate they shall from time to time until the said works shall be completed and assessed to such general rate be liable to make good the deficiency in the assessment to such general rate by reason of such lands buildings or other property having been taken or used for the purposes of the said works and such deficiency shall be computed according to the value at which such lands buildings or other property were assessed to the last general rate made before the passing of this Act:

A.D. 1910.

(12) The provisions contained in section 38 (As to exhibition of placards within county of London) of the Act of 1897 which by the section of this Act of which the marginal note is "Incorporation of certain sections of Acts of 1897 1901 1902 1903 and 1906" is incorporated with this Act shall in respect of the said works extend and apply as if the council had been expressly named therein in addition to the county council:

(13) If any difference (except under subsection (4) of this section) shall arise between the council and the Company under or in respect of the provisions in this section herein-before contained such difference shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protec-  
tion of  
Postmaster-  
General.

**47.** Nothing in this Act contained shall be deemed to authorise the Company to enter upon take or use without the consent of the Postmaster-General any part of the lands houses and premises known as Nos. 126 and 128 Cromwell Road and numbered 5 and 6 on the deposited plans relating to the parish of St. Mary Abbott's in the royal borough of Kensington in the county of London.

For protec-  
tion of  
owners of  
certain  
houses &c.  
in Cromwell  
Road.

**48.** For the protection of Charles Gasquet David Charles Guthrie Sir James Rennell Rodd Cecil Edward Bingham James Chadburn Alfred James Shephard Thomas Hussey Frank Gillard Bonnin Ernest John Howell and John Douglas (in this section herein-after referred to as "the owners") the following provisions shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say):—

(1) The powers of the Company for the compulsory purchase of the respective estates and interests of the owners in the properties numbered respectively 116 120 to 124 and 130 to 156 (even numbers) Cromwell Road shall cease after the expiration of six months from the passing of this Act unless within such period the Company serve notices to treat in respect of the respective estates and interests of the owners in the aforesaid premises;

- (2) If the Company serve notice to treat in respect of any of the said premises they shall serve notices to treat in respect of the respective estates and interests of the owners in all the said premises. A.D. 1910.

**49.** For the protection of the council of the City of Westminster (in this section called "the council") the following provisions with reference to so much of the works by this Act authorised as will be made in the city of Westminster (in this section called "the city") shall unless otherwise agreed notwithstanding anything in this Act contained or shown on the deposited plans apply and have effect:—

For protec-  
tion of West-  
minster City  
Council.

- (1) The Company shall not enter upon take use or appropriate any part of any public street without the consent of the council:
- (2) It shall not be lawful for the Company to place any hoarding in any part of any public footway in the city except for such period as may be necessary during the demolition of any building and during the erection of any building and then only in such manner and for such periods as shall be reasonably necessary for the said purposes and no such hoardings shall be erected except under the provisions of the Metropolis Management Act 1855 and the London Building Act 1894 (Local) and any Act or Acts amending the same:
- (3) Where any part of any roadway or footway within the city shall have been broken up or disturbed by the Company the Company shall make good the surface of such roadway or footway to the reasonable satisfaction of the city engineer:
- (4) If the Company shall acquire or become possessed by virtue of this Act or any Act incorporated therewith of any lands buildings or other property within the city assessed to the general rate they shall from time to time until the said works thereon shall be completed and assessed to such general rate be liable to make good the deficiency in the assessment to such general rate by reason of such lands buildings or other property having been taken or used for the purposes of the works and such deficiency shall be

A.D. 1910.

computed according to the value at which such lands buildings or other property were assessed to the last general rate made before the passing of this Act:

- (5) The Company shall not erect any building upon any part of the pavement coloured blue on the plan signed by John Hunt on behalf of the council and by Joseph Carter on behalf of the Company but the Company may construct buildings over such pavement at a height of not less than 12 feet above the level of such pavement and may also place columns on the said pavement in the positions shown on the said plan to support such building but no such columns shall project beyond the building line of Nos. 189 and 191 Victoria Street:
- (6) The portion of the pavement coloured green on the said plan in front of the columns shown upon the said plan shall be left open and shall not be built over but the surface thereof shall form part of the public highway and the portion of the pavement coloured blue over which the Company may build as hereinbefore provided shall be kept open to the public as part of the public highway but shall be paved lighted and cleansed by the Company at their own expense.

Owners may  
be required  
to sell parts  
only of cer-  
tain lands and  
buildings.

**50.** And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company or the South Western Company as the case may be of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company or the South Western Company as the case may be and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or the South Western Company as the case may be or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties":

The provisions of subsections (2) to (7) of section 41 of the Act of 1903 are incorporated with and form part of this section and for the purposes of such incorporation such subsections shall be read and have effect as if the words "or the South Western Company as the case may be" were inserted after the word "Company" wherever that word occurs in those subsections:

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845:

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

**51.** The exchange of the pieces of land adjoining the Company's property near Cranmer Avenue Ealing in the parish and borough of Ealing in the county of Middlesex and coloured blue on the plan signed by Joseph Carter on behalf of the Company for the pieces of land thereto adjoining in the same parish and coloured red on the said plan is hereby confirmed and the Company may hold and use the last-mentioned pieces of land for the purposes of their undertaking.

Exchange of  
lands at  
Ealing.

**52.** The construction by the Company of the following widenings of their railway viz. :—

Sanction of  
widenings  
constructed  
by Company.

(1) In the county of London in the parish and metropolitan borough of Fulham a widening of the Company's railway on the east side thereof commencing at a point about one chain south of the south abutment of the bridge carrying that railway over Ranelagh Gardens and terminating at a point near the south abutment of the bridge carrying that railway over Hurlingham Road;

(2) In the county of Middlesex partly in the parish and borough of Ealing and partly in the parish of Old Brentford in the urban district of Brentford a widening of the Company's railway on the south side thereof commencing at a point about five chains west of the



1910.

western parapet of the bridge carrying Gunnersbury Lane over that railway and terminating at a point about one chain east of the same parapet;

and the application of the funds of the Company to such construction is hereby sanctioned and confirmed and the Company may maintain and work the said widened portions of railway accordingly subject to the provisions of this Act. The said widenings and the works connected therewith shall for all purposes form part of the undertaking of the Company and the enactments which apply to the portions of railway of the Company so widened shall as regards tolls rates and charges and otherwise apply to the said widenings by this Act authorised.

Amendment  
of section 14  
of Act of  
1903.

**53.** Subsection 3 of section 14 of the Act of 1903 shall be read and have effect as if the words "unless otherwise agreed between the Council and the Company" had been inserted therein after the words "which shall" and as if the words "and elevations" had been inserted therein after the words "plans" or "plan" wherever those words occur.

As to lands  
of London  
County  
Council.

**54.** The Company shall not under the powers of this Act except by agreement with the county council enter upon take use or interfere with any lands belonging to the county council.

Reconstruc-  
tion of  
Company's  
Temple  
Station.

**55.** Notwithstanding anything contained in any former Acts but subject to the provisions of the section of this Act of which the marginal note is "For protection of the Duke of Norfolk and the Strand estate"—

(1) The Company may reconstruct and enlarge their Temple Station on that portion of the site of such station which is coloured red on the ground plan marked "A" accompanied by elevations marked "B" and sections marked "C" signed respectively in triplicate by the Right Honourable Baron Lamington the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which plan elevations and sections has been deposited in the Office of the Clerk of the Parliaments and one copy in the Private Bill Office of the House of Commons:

(2) No part of the buildings of the Temple Station above the level of the Embankment roadway authorised by the Thames Embankment Act 1862 as reconstructed and enlarged or of the balustrades which are to be

erected on the top of the sides thereof shall exceed A.D. 1910.  
either horizontally or vertically the limits of such  
buildings and balustrades respectively shown on the  
said elevations and sections :

- (3) The Company shall not use or let any part of the reconstructed or enlarged Temple Station as shops without the consent of the county council :
- (4) The Temple Station as reconstructed or enlarged shall be provided with a flat roof and accesses thereto and be so maintained by the Company and such roof and accesses shall be open to the public :
- (5) Such reconstruction or enlargement shall be constructed of Portland stone and be carried out in accordance with the said plan elevations and sections marked "A" "B" and "C" save that the Company may subject to the provisions of subsection (2) of this section and with the consent of the county council vary the details of the said elevations.

**56.** For the protection of the Duke of Norfolk (in respect of the Strand estate) and of the lessees of any house or building on the Strand estate abutting on the approach road mentioned in section 60 (Provision as to the land belonging to the Duke of Norfolk) of the Thames Embankment Act 1862 (in this section referred to as "the lessees") the following provisions shall have effect (that is to say):—

For protection of the Duke of Norfolk and the Strand estate.

- (1) The expressions "the Duke of Norfolk" and "the Strand estate" shall in this Act have the same respective meanings as in section 60 of the Thames Embankment Act 1862 :
- (2) Except as provided in the section of this Act the marginal note whereof is "Reconstruction of Company's Temple Station" nothing in this Act shall in anywise prejudice or affect the provisions of section 45 (As to the land belonging to the Duke of Norfolk) of the Metropolitan District Railways Act 1864 but such section as modified by the proviso contained in subsection (2) of section 19 of the Act of 1903 and by the above-mentioned section of this Act shall remain in full force and (except as provided in the said sections of those Acts and in the said section of

A.D. 1910.

this Act) no works buildings or erections shall be executed erected or maintained under the powers of this Act or any Act incorporated herewith between Somerset House and the Middle Temple above the level of the Embankment roadway authorised by the Thames Embankment Act 1862 :

- (3) The flat roof on the top of the Temple Station shall not without the consent in writing of the Duke of Norfolk and of the lessees be used by the Company or any person claiming through or under them for any purpose whatsoever except so far as may be necessary for repairing or cleansing such roof :
- (4) No works for generating or transforming electrical power shall be constructed under the powers of this Act between Somerset House and the Middle Temple :
- (5) No house or building on the Strand estate shall under the powers of this Act be underpinned or strengthened.

Incorporation of certain sections of Acts of 1897 1901 1902 1903 and 1906.

**57.** The sections of the Acts of 1897 1901 1902 1903 and 1906 which are enumerated and referred to in Parts I. and II. of the Third Schedule to this Act (except so far as the same or any part or parts thereof are expressly repealed amended or varied by this Act) are incorporated with and form part of this Act in the manner and to the extent in those sections and this section mentioned as fully and effectually to all intents and purposes as if those sections had been re-enacted mutatis mutandis in this Act (that is to say):—

- (A) The sections of the Acts mentioned in Part I. of the said schedule shall extend and apply to all the railways by this Act authorised and to all the lands which the Company are by this Act authorised to acquire and to the other purposes of this Act to be carried out by the Company :
- (B) The sections of the Acts mentioned in Part II. of the said schedule shall extend and apply to such of the said railways and lands as are situate in and purposes to be carried out in the administrative county of London :

Provided that—

- (1) The expression “the Company” where used in those sections shall where the context so requires include

the South Western Company and so far as regards the provision and use of electric current and electrical power under the section of this Act the marginal note of which is "For protection of Great Western and Metropolitan Railway Companies" the joint companies mentioned in that section: A.D. 1910.

- (2) Any provisions of the said incorporated sections referring to a vestry or district board shall be read and have effect as applying to the council of a metropolitan borough or of an urban district:
- (3) Section 40 (General provisions for protection of water gas hydraulic power and electric companies) of the Act of 1897 shall extend and apply to the Metropolitan Electric Supply Company Limited in like manner and in all respects as if that company had been expressly named and included in the said section as extended and applied by this Act.

**58.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall have effect unless otherwise agreed in writing between the Company and the board (that is to say):— For protec-  
tion of Metro-  
politan Water  
Board.

- (1) The provisions contained in section 40 of the Act of 1897 which by the section of this Act of which the marginal note is "Incorporation of certain sections of Acts of 1897 1901 1902 1903 and 1906" are incorporated with this Act shall extend and apply for the protection of the board as if the board had been expressly named and included in the said section as extended and applied to this Act and as if valves and hydrants had been expressly named in subsection (1) of the said section and included in the expression "apparatus" used in the said section:
- (2) Subsections (1) and (2) of the said section as extended and applied to the board by this section shall be read and have effect as if 28 and 14 days respectively were inserted therein instead of 14 and 7 days respectively.

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

A.D. 1910. — 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.

**60.** Nothing in this Act contained shall exempt the Company or the South Western 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 passed before or after the commencement of this Act 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 to be taken by the Company or the South Western Company.

Costs of Act.

**61.** 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.



The SCHEDULES referred to in the foregoing Act. A.D. 1910.

---

---

### THE FIRST SCHEDULE.

---

Referred to in the sections of this Act of which the marginal notes are " Interpretation of terms " " Company to have exclusive use of certain railways " " Confirming agreement with South Western Company " " For protection of Great Western and Metropolitan Railway Companies."

AN AGREEMENT made the 11th day of April 1910 between THE METROPOLITAN DISTRICT RAILWAY COMPANY (herein-after called "the District Company") of the one part and THE LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after called "the South Western Company") of the other part.

WHEREAS under the powers of the Metropolitan District Railway Act 1875 the District Company extended their railway (which then ran from the Mansion House Station in the city of London to Hammersmith) from Hammersmith to a junction with the South Western Company's Richmond Branch railway at a point now known as Studland Road Junction :

And whereas by section 43 of the said Act of 1875 it is enacted that the District Company may run over and use with engines and carriages of every description and with their officers and servants in charge of trains but only for the purposes of passengers and coaching traffic the portion of the South Western Company's Richmond Branch railway between Studland Road Junction and Richmond Terminus Station including that station and by section 44 of the said Act it is enacted that the terms of user should if not agreed on between the two Companies be determined from time to time by arbitration as therein provided :

And whereas under the powers of the Metropolitan District Railway Act 1877 the District Company constructed a railway from a junction with the South Western Company's Richmond Branch railway at a point now known as Turnham Green Junction to Ealing and under subsequent Acts the District Company have extended their railway to Hounslow and to Harrow and such railways and extensions are herein-after referred to as the " Western Branch lines " :

A.D. 1910.

And whereas by section 40 of the said Act of 1877 it is enacted that the District Company may run over and use with engines and carriages of every description and with their officers and servants in charge of trains the portions therein described of the South Western Company's Richmond Branch railway together with the Turnham Green Station (herein-after referred to as the Studland Road and Turnham Green Section) and by section 41 of the said Act it is enacted that the terms of user should if not agreed on between the South Western Company and the District Company be determined from time to time by arbitration as therein mentioned:

And whereas the terms and conditions on which the District Company were to be entitled to work over and use the Studland Road and Turnham Green Section for the purposes of traffic on their Western Branch lines were fixed and determined by an award of Sir Henry Oakley dated the 30th day of June 1887 as varied by a memorandum of agreement dated the 20th day of December 1888 signed by Sir Charles Scotter on behalf of the South Western Company and by Mr. J. S. Forbes on behalf of the District Company and by arrangement between the two Companies the trains of the District Company work over and use the Richmond Branch railway of the South Western Company to and from Richmond Terminus the District Company receiving 25 per cent. of the South Western Company's earnings on all traffic between the Richmond Branch railway and the District Company's railway:

And whereas by an agreement made the 23rd day of July 1903 between the South Western Company and the District Company it was agreed (Article 1) that the terms and conditions on which the District Company were to be entitled during the continuance of the said agreement as from the 1st January 1903 to work over and use the Studland Road and Turnham Green Section for the purposes of the traffic of their Western Branch lines and any line in continuation of or in connexion with those lines and also for the purposes of the traffic of the District Company in connexion with their user of the Richmond Branch railway of the South Western Company to and from Richmond Terminus should be the payment of an annual rental payable half-yearly which payment was subsequently agreed by the two Companies at the sum of 10,814*l.* 3*s.* 6*d.* per annum and it was by Article 6 agreed that the said agreement should continue in force for a period of ten years from the 1st day of January 1903 and thereafter until determined by either party giving six calendar months' notice:

And whereas by an agreement made the 4th day of December 1903 between the South Western Company of the one part and the District Company of the other part after reciting that the District Company were about to substitute electrical traction for steam traction

A.D. 1910.

on their own railways and had requested the South Western Company to equip certain of their railways including the Studland Road and Turnham Green Section for working by electrical traction provision was made for the electrification of (inter alia) the Studland Road and Turnham Green Section by the South Western Company (which work of electrification was subsequently carried out) and for the payment by the District Company to the South Western Company of interest upon the capital outlay of the South Western Company in so doing upon the terms therein mentioned and by Article 17 the South Western Company agreed to permit the District Company to lay down maintain and use along or beneath the Studland Road and Turnham Green Section cables wires and other apparatus and to execute other necessary works for transmitting electric current from the generating station at Lots Road Chelsea through their cables wires and other apparatus to the District Company's railways west of Turnham Green Junction and the District Company have accordingly laid down along or beneath the Studland Road and Turnham Green Section and now maintain and use cables wires and other apparatus for the purposes above mentioned :

And whereas in addition to the District Company and the South Western Company the following Companies viz. the Great Western Railway Company and the Metropolitan Railway Company (as owners of the Hammersmith and City Railway) and the Midland Railway Company are entitled to run over and use the Studland Road and Turnham Green Section by virtue of running powers or working arrangements :

And whereas through electric trains of the Company run over the Studland Road and Turnham Green Section (a distance of about seventy-five chains) in exercise of the running powers conferred on the District Company by the said Act of 1877 and through electric trains of the District Company also run over the South Western Company's railway to Richmond in exercise of the running powers conferred on the District Company by the said Act of 1875 :

And whereas for the efficient working of the District Company's railways by electric traction and to afford the full advantage thereof to the public the District Company require to run through electric trains at short intervals between their main line east of Studland Road Junction and their Western Branch lines west of Turnham Green Junction and also to Richmond and in order to avoid the delay which now occurs to the trains of the District Company in running over the Studland Road and Turnham Green Section of the South Western Company's railway and to enable the District Company to provide a more frequent and regular service of through electric trains to places on their Western Branch railways and also to Richmond the District Company are desirous that the Studland Road and Turnham

A.D. 1910 Green Section of the South Western Company's railway should be widened and that two additional lines of way should be constructed thereon so that two lines may be set apart for their use and that the connecting railways herein-after mentioned should be made:

And whereas the District Company intend to apply to Parliament in the session of 1910 for an Act (herein-after referred to as the "intended Act") to authorise the construction of the necessary works which will include a widening of the Studland Road and Turnham Green Section of the South Western Company's railway but the South Western Company object to such widening of their railway being constructed by the District Company and therefore the District Company have agreed with the South Western Company that such powers shall be conferred by the intended Act upon the South Western Company and shall be carried out by them on the terms and in manner herein-after mentioned:

And whereas a plan has been prepared by the respective engineers of the South Western Company and the District Company (and signed in duplicate by them) showing (inter alia) the said two additional lines of way and the said two lines to be set apart for the District Company's use (being the Southern Lines herein-after referred to) and also showing the proposed widenings alterations junctions connecting lines and other works and such plan has been agreed between the South Western Company and the District Company and is herein-after referred to as "the plan":

Now it is agreed by and between the parties hereto as follows:—

1. In this agreement the following expressions shall where the context so admits bear the following meanings:—

"Plan" means the above-mentioned plan signed in duplicate by the respective engineers of the South Western Company and of the District Company;

"Railway No. 1" "Railway No. 2" and so on mean the intended Railways Nos. 1 to 10 inclusive respectively delineated and numbered on the plan and described and similarly numbered in the intended Act and on the deposited plans therein referred to;

"Turnham Green Cross-over" means the cross-over road described in Article 2 (1) (c);

"Western Branch railways" means the District Company's railways to the west of the existing Turnham Green Junction;

"South Western Company's railway" means that Company's Kensington and Richmond Branch railway;

"Northern Lines" mean Railways Nos. 3 and 7 which form the continuous double lines of railway delineated on the plan

and thereon partly coloured brown and partly coloured black and brown. They extend from the commencement of Railway No. 3 near Acton Lane to the termination of Railway No. 7 near Studland Street;

A.D. 1910.

“Southern Lines” mean Railways Nos. 6 8 and 9 and the existing double lines of the South Western Company’s railway between the terminations of Railways Nos. 2 and 5 near Turnham Green Terrace and the commencement of Railway No. 10 near Studland Street as such lines will be varied by the construction of Railways Nos. 6 8 and 9. They will form the continuous double lines of railway (about 74·5 chains in length) delineated on the plan and thereon partly coloured yellow and partly coloured black and yellow.

2.—(i) So soon as the necessary Parliamentary powers are obtained the South Western Company shall at their own cost (a) construct and equip Railways Nos. 3 and 7 so as to form the Northern Lines above described and (b) construct and equip Railways Nos. 6 8 and 9 so as with their existing double lines of railway to form the Southern Lines above described and (c) construct and equip a cross-over road (herein referred to as the “Turnham Green Cross-over”) near the eastern end of the Turnham Green Station platform to connect the east-bound rails of the Northern Lines with the east-bound rails of the Southern Lines and equip such cross-over with signalling apparatus so designed that the trains of the Midland Railway Company after leaving Acton Lane Junction may be able to run without stopping into Turnham Green Station and (d) carry out the necessary alterations of Ravenscourt Park Station and Turnham Green Station and (e) construct a new station on the Southern Lines at Goldhawk Road and (f) construct and equip Railway No. 4 and (g) if so required by the District Company on behalf of that Company construct and equip Railways Nos. 1 2 5 and 10.

(ii) The construction of the Southern Lines and of the other railways above mentioned (except the Northern Lines and the Turnham Green Cross-over) shall in each case include their equipment for electrical traction. The permanent way electrical equipment signalling telegraph and telephone systems platforms and electric lighting on the Southern Lines and on Railways Nos. 1 2 4 5 and 10 shall conform to the District Company’s standards and the electrical equipment on all railways to be equipped for electrical traction shall be so carried out that electrical power may be conveniently taken from the District Company’s electrical sub-stations. In carrying out such works the electrical equipment now existing shall be made use of so far as possible.

(iii) The Northern Lines and the Southern Lines and Railway No. 4 shall be the property of the South Western Company.



A.D. 1910.

(iv) Railways Nos. 1, 2, 5 and 10 shall be the property of the District Company and any lands or interests in land acquired for the construction thereof shall be acquired in the name of and vested in the District Company.

(v) The District Company shall carry out the necessary alterations of their Ravenscourt Park electrical sub-station.

3.—(i) All works to be carried out by the South Western Company in pursuance of the provisions of this agreement shall be well and efficiently carried out with all reasonable expedition and in accordance with plans and specifications to be approved by the respective engineers of the South Western Company and of the District Company or failing agreement to be determined by an engineer to be appointed on the application of either Company by the President of the Institution of Civil Engineers.

(ii) All such works shall be so carried out that as far as practicable there shall be no interruption of traffic.

4.—(i) The South Western Company and the District Company shall without payment exchange the lands necessary for the construction of Railway No. 5 and of portions of Railways Nos. 2 and 3 that is to say the South Western Company shall vest in the District Company the land coloured pink on the plan and the District Company shall vest in the South Western Company the land coloured grey on the plan.

(ii) The South Western Company shall make no charge for the land already belonging to them used in the construction and equipment of the Northern Lines and of the Southern Lines or of any other portions of the railways delineated on the plan.

The District Company shall make good to the South Western Company any net loss of rents from arches on land of the South Western Company arising during the construction of the works to be carried out in pursuance of this agreement by reason of any interference with such arches by such works and the District Company shall also pay to the South Western Company a sum of one thousand pounds as liquidated damages in full compensation for any damage that may be done to the letting value of such arches after the completion of the said works. The sums to be paid by the District Company under this subsection shall be charged in account as part of the outlay to be included in Account "B" referred to in Article 15.

The South Western Company shall in order to obtain possession of any arches required in the construction of the works exercise all powers under their agreements with the occupiers of such arches in order to obtain possession.

(iii) The South Western Company shall without payment (other than those mentioned in Article 16 hereof) grant to the District Company perpetual easements to construct maintain and use— A.D. 1910.]

(A) The junction between Railway No. 1 and the South Western Company's railway as shown on the plan :

(B) A bridge to carry Railway No. 2 over Railway No. 3 west of Turnham Green Terrace as shown on the plan :

(C) Railway No. 10 where situate over land belonging to the South Western Company coloured green on the plan being a deviation of the District Company's railway near Studland Road Junction Such easement shall be granted in lieu of a portion of the easement granted by the South Western Company to the District Company by an indenture dated the 16th day of April 1878 which portion of easement so granted will no longer be required by the District Company when Railway No. 10 is constructed and used by the District Company.

(iv) The easements to be granted by the South Western Company shall include the right to the District Company to lay down maintain and use cables wires and other apparatus for (inter alia) the purposes mentioned in Article 17 of the said agreement dated the 4th day of December 1903.

5.—(i) The District Company shall have the exclusive right in perpetuity (for themselves and for the railway companies mentioned in subsection (ii) of this article) to run over work and use with their electrical and/or steam engines or other motive power cars carriages and waggons of every description and with their officers and servants in charge of engines and trains for the purposes of traffic of every description the lines of railway mentioned in this subsection together with the sidings works and conveniences connected therewith and all signals points cross-overs crossings junctions works and conveniences necessary for or incidental to the running over working and use of such lines of railway (that is to say):—

The Southern Lines and Railway No. 4 and the junction of Railway No. 1 with the South Western Railway :

And the District Company shall also have the right in perpetuity for themselves and the other railway companies mentioned in subsection (ii) of this article (which right shall be exclusive except so far as in this agreement otherwise expressed) at all times with their officers servants and passengers to use the new station at Goldhawk Road and the platforms thereof and also the southern platforms of the Turnham Green Station and Ravenscourt Park Station and the necessary entrances and stairways for obtaining access to and egress from such platforms.

A.D. 1910.

(ii) The railway companies referred to in subsection (i) of this article are the Midland Railway Company and if the District Company think fit any other railway companies working over the District Company's railway or in connexion therewith provided that the exercise of such rights by such other railway companies be not prejudicial to the interests of the South Western Company and that such other railway companies are not competitors of the South Western Company or if competitors then only with the consent of the South Western Company which consent shall not be unreasonably withheld. Any question arising under this subsection of this article shall be determined by arbitration as herein-after provided.

(iii) The Midland Railway Company may run over work and use with their engines carriages and waggons of every description and their officers and servants in charge of engines and trains—

(a) The Southern Lines and (for west-bound traffic therefrom) Railways Nos. 5 and 4 and (for east-bound traffic thereto) Railway No. 1 and the portion of Railway No. 2 between the termination of Railway No. 1 and the termination of Railway No. 2:

(b) Also (for east-bound traffic) so much of the Northern Lines as lies between the commencement of Railway No. 3 near Acton Lane and the Turnham Green Cross-over and also that cross-over.

6.—(i) The South Western Company shall well and efficiently maintain the Southern Lines and Railway No. 4 (except in respect of the matters mentioned in Article 7 hereof) and the District Company shall repay to them the cost properly incurred by them in so doing.

(ii) The South Western Company shall at their own cost well and efficiently maintain the Northern Lines.

(iii) The South Western Company shall at their own cost operate the Acton Lane Signal Box near the junctions of Railways Nos. 1 and 4 with the railway of the South Western Company but the District Company shall bear a reasonable proportion of the operating expenses.

(iv) Within 28 days after the end of every half year the South Western Company shall render to the District Company an account of the cost properly incurred by the South Western Company under this article showing with proper details the cost under subsections (i) and (iii) of this article and the District Company shall pay to the South Western Company the amount due by the District Company in respect thereof.

(v) Any question arising as to the propriety or amount of any expenditure or as to the proportion thereof to be paid by the District Company shall be determined by arbitration as herein-after provided.

(vi) The District Company shall repay to the South Western Company any expense which they may incur in operating and maintaining the signalling and junction in connexion with the Turnham Green Cross-over. A.D. 1910.

7. The District Company shall at their own cost maintain (a) the new junctions near Acton Lane and (b) the permanent way of the Southern Lines and of Railway No. 4 (i.e. rails chairs sleepers and their necessary fittings and the ballast required therefor) the signalling system and electrical equipment thereof and the new station at Goldhawk Road and the platforms at that station and the southern platforms at Ravenscourt Park Station and Turnham Green Station. The South Western Company shall afford to the District Company all reasonable facilities for so doing.

8.—(i) At Turnham Green Station and Ravenscourt Park Station—

(A) The South Western Company shall provide suitable access to the platforms on the Southern Lines and shall afford all reasonable facilities for the use of the District Company's officers servants and passengers at these stations:

(B) Each Company shall appoint their own platform staff and ticket collectors and ticket examiners and bear the cost thereof:

(C) There shall be one booking office for both Companies at each of these stations and the District Company shall pay such proportion of the salaries and wages of the booking office staff as the number of passengers booked for the District Company to stations on their railway or beyond bears to the total number of passengers booked:

(D) The South Western Company's staff shall control the booking offices and entrances to stations and stairways:

(E) For purposes of accounts and on matters (other than those relating to the discipline of the staff) respecting the issue of tickets to the District Company's passengers the District Company may deal directly with the officers in charge of the booking offices:

(F) All cash receipts at these stations shall continue to be remitted to the South Western Company but the proportion thereof received for tickets issued to stations on the railway of the District Company and beyond shall subject to the provisions of subsection (iv) of Article 16 hereof be paid over by the South Western Company to the District Company monthly as hitherto:

(G) The South Western Company shall at their own cost maintain these stations except the southern platforms and stairways leading thereto and offices situate on such platforms or connected therewith.

A.D. 1910.

(ii) At the station at Goldhawk Road the District Company shall at their own expense provide their own staff and undertake the entire operation of that station.

9. The District Company shall be at liberty to electrically illuminate the southern platforms at Turnham Green Station and Ravenscourt Park Station and the station at Goldhawk Road and also the direction signs on such platforms and station and may also place illuminated "Underground" signs maps and poster boxes outside those stations in positions to be agreed with the South Western Company.

10. The District Company may fix demand and take tolls rates fares and charges for traffic of every description passing on to from or over the Southern Lines from or to any railways owned worked or used by the District Company or beyond and for the use by their passengers of the Turnham Green Station and Ravenscourt Park Station and of the station at Goldhawk Road provided the same do not exceed the maximum tolls rates fares and charges which the South Western Company may demand and take for similar services and do not exceed any express statutory limitations contained in any Acts relating to the District Company in respect of such portions of railways Provided that the existing fares and rates to stations on the South Western Company's railway west of Turnham Green Station shall not be altered or any new fares or rates to such stations be fixed without the consent of the South Western Company.

11. The District Company shall (subject to the payment to the South Western Company of the yearly rents reserved by Article 16 hereof) be entitled to the earnings from all traffic passing over the Southern Lines except from traffic carried locally between Turnham Green Goldhawk Road and Ravenscourt Park Stations and also between those stations and stations on the South Western Company's railway or railways beyond and such excepted receipts shall belong to the South Western Company The District Company shall book the passengers at the new station at Goldhawk Road.

12.—(i) In respect to all traffic between the District Company's railway and the South Western Company's railway west of Turnham Green Station the South Western Company shall (notwithstanding the construction of Railways Nos. 1 2 3 4 and 5) continue to be credited with the same chainage proportion of the receipts as at the date of this agreement.

(ii) The District Company shall (until otherwise agreed) continue to be credited for the working expenses of their trains to and from Richmond with a sum equal to 25 per centum of the South Western Company's chainage proportion of through booked traffic to and from the District Company's railway.



13.—(i) The South Western Company's earnings on the Midland Railway Company's merchandise and mineral traffic with the District Company shall continue to be credited to the South Western Company as at present notwithstanding that the Midland Railway Company's trains will run as mentioned in Article 5 subsection (iii). A.D. 1910.

(ii) Provisions shall be inserted in the intended Act (a) that as between the South Western Company and the Midland Railway Company the terms set out in an agreement of the 1st day of April 1876 shall apply to the lines hereafter run over and used by the Midland Company and (b) that for purposes of division of traffic the distance between Acton South Junction and the point where the Southern Lines form an end-on junction with Railway No. 10 by this Act authorised at Studland Road Junction shall hereafter continue to be taken as the distance now existing viz. 1 mile 77 chains and that settlement in regard to traffic passing between those two points shall be made as heretofore between the South Western Company and the Midland Railway Company unless and until otherwise mutually agreed between those two Companies.

(iii) In the event of any damage to any property of the District Company or to any permanent way electrical or other equipment which under this agreement the District Company are under obligation to maintain being caused by any accident to or caused by the Midland Railway Company's trains whilst running over the Southern Lines and Railways Nos. 1 2 4 and 5 the South Western Company shall if the Midland Railway Company are in fault so far as they can assist or act for the District Company in recovering damages against the Midland Railway Company but at the District Company's expense.

14. The District Company shall (subject to the payment to the South Western Company of the yearly rents reserved by Article 16 hereof) be entitled to all rents and receipts for advertisements exhibited on the southern platforms at Ravenscourt Park and Turnham Green Stations and for automatic machines stalls &c. placed on those platforms and for all privileges on the platforms and at the new station building at Goldhawk Road The District Company may arrange and make agreements for the letting of the privileges above referred to.

15.—(i) When the South Western Company shall have completed the works to be constructed by them under Article 2 hereof they shall render to the District Company accounts in proper detail as follows:—

Account (B) of moneys properly expended by the South Western Company in carrying out the works (a) (b) (c) (d) (e) and (f) mentioned in Article 2 hereof and in purchasing therefor any lands or interests in land not theretofore belonging to them

A.D. 1910.

which may be required for the construction of such works (but no charge shall be made for lands now belonging to the South Western Company) and in paying the cost of purchase:

Account (C) of moneys properly expended by the South Western Company in carrying out the works (g) mentioned in Article 2 hereof being Railways Nos. 1 2 5 and 10.

Interest at the rate of 4 per centum per annum on the respective moneys so properly expended from the date of expenditure to the date at which the District Company commence to run over and use the railways mentioned in Article 5 hereof shall be included in each such account.

(ii) Any questions that may arise on such accounts shall be determined by arbitration as herein-after provided.

(iii) The amount of each such account as agreed between the District Company and the South Western Company or as determined by arbitration and as from time to time reduced in manner mentioned in this article is herein-after respectively referred to as "outlay by the South Western Company on Account (B)" or as the case may be "on Account (C)."

(iv) The District Company may (provided all interest due shall have been paid) at any time on giving six months' notice repay to the South Western Company the whole or any part not less than 10,000*l.* at any one time of the outlay by the South Western Company on Account (C).

(v) The outlay by the South Western Company on Account (B) shall from time to time be reduced by amounts equal to the net proceeds arising from sales of any surplus lands or properties forming portion of any lands or properties specially purchased by the South Western Company for the purposes of the works included in Account (B) And the outlay by the South Western Company on Account (C) shall from time to time be reduced by any moneys repaid by the District Company to the South Western Company under subsection (iv) of this article.

16.—(i) The payment to be made by the District Company to the South Western Company to cover all rights and privileges granted or conferred by or enjoyed under this agreement and to cover the performance by the South Western Company of all obligations imposed on the South Western Company by this agreement (and in place of any other payments) shall be—

(A) A yearly rent (herein called rent (A)) of 10,814*l.* 3*s.* 6*d.* :

(B) A yearly rent (herein called rent (B)) equal in amount to 4 per centum upon the outlay by the South Western Company on Account (B) as defined in Article 15 hereof:

(c) A yearly rent (herein called Rent (C)) equal in amount to 4 per centum upon the outlay by the South Western Company on Account (C) as defined in Article 15 hereof.

(ii) Such yearly rents (A) and (B) shall be payable by the District Company as working expenses of their railway and all such yearly rents (A) (B) and (C) shall be payable by half-yearly payments on the 30th day of June and the 31st day of December in every year and shall commence from the date at which the railways mentioned in Article 5 hereof are completed and opened for the District Company's use up to which date the herein-before recited annual rental at the rate of 10,814*l.* 3*s.* 6*d.* agreed between the District Company and the South Western Company in pursuance of Article (I) of the said agreement of the 23rd day of July 1903 shall continue to be paid but shall then cease. A due proportion of such yearly rents (A) (B) and (C) shall be paid on the first half-yearly day after such date.

(iii) The South Western Company shall apply towards payment of the above rents (A) and (B)—

(A) The deductions mentioned in Articles 18 and 19 hereof; and

(B) Any rents (less five per centum for collection) from any surplus lands or properties forming portion of any lands or properties specially purchased by or in the name of the South Western Company for the purposes of any works constructed by them in pursuance of this agreement and also rents (less five per centum for collection) from any arches in viaducts or bridges constructed on lands specially purchased by or in the name of the South Western Company for the purposes of any works constructed by them under this agreement. Provided that nothing in this agreement shall give the District Company any right to share in the rents received in respect of arches on land at the date of this agreement belonging to the South Western Company by reason of any alteration therein or in the access thereto.

(iv) If and so long as rent (C) shall be in arrear for upwards of three calendar months after any of the days whereon it ought to be paid the South Western Company may retain out of moneys received by them at Ravenscourt Park Station and Richmond (Terminus) Station and all intermediate stations from traffic booked from those stations to stations on the railway of the District Company the chainage proportion of such moneys attributable to the Southern Lines and may apply the same in or towards payment of such arrears of rent (C) and shall pay to the District Company any surplus thereof remaining after payment of such arrears of rent (C).

17. From the date at which the above-mentioned yearly rents (A) (B) and (C) commence no further payment shall be made under any

A.D. 1910. award of Sir Henry Oakley or under the Metropolitan District Railway Acts 1875 or 1877 or under the said agreements of the 20th day of December 1888 or of the 23rd day of July 1903.

18. Inasmuch as under the arrangement contemplated by this agreement the trains of the District Company will not run over the Northern Lines which are to be maintained by and at the cost of the South Western Company and the trains of the Midland Railway Company will only run over a portion of those lines there will (as compared with the present user of the South Western Company's existing railway by trains of the District Company and of the Midland Railway Company) be a saving to the South Western Company in the cost of the maintenance of those railways including permanent way signals platforms stairways &c. the amount of such saving shall be ascertained and the District Company shall in diminution of the yearly rents reserved by Article 16 hereof be credited with the amount of such saving less the cost incurred by the South Western Company in maintaining the permanent way of the Turnham Green Cross-over.

19.—(i) If the District Company are called upon to pay (either solely or jointly with the South Western Company) any rates or taxes in respect of any of the lines of railway referred to in Article 5 of this agreement or in respect of the stations thereon other than the station at Goldhawk Road the South Western Company shall in each half year credit the District Company with the amount so paid by them except as mentioned in the following subsections.

(ii) If the assessment on those lines is increased by reason of increase in the receipts from traffic of the District Company and of the other companies (except the Midland Railway Company) using those lines (as compared with the receipts from traffic of the District Company for the year immediately preceding the opening of the Northern Lines) the District Company shall be liable for such proportion of the increased amount payable as is attributable to such increase in assessment.

(iii) The rates on the station at Goldhawk Road shall be paid by the District Company.

(iv) Any rates or taxes levied on lands purchased by or in the name of the South Western Company for the purposes of any works constructed by them in pursuance of this agreement (except on so much of such lands as is actually used for the purposes of such works or on any such lands in respect of which the South Western Company receive any rent) shall be paid by the District Company.

(v) Any credit to the District Company under this article shall in each half year be set off in diminution of the rents (A) and (B) reserved by Article 16 of this agreement.



20.—(i) Nothing herein contained shall affect the obligation of the District Company to continue to pay to the South Western Company the payments provided for by the said agreement dated the 4th day of December 1903. A.D. 1910.

(ii) The District Company shall be entitled (without payment) to remove and use for their own purposes any material provided under the said agreement which the South Western Company do not use in the works to be constructed by them under this agreement.

(iii) The provisions of the said agreement as far as applicable shall continue to apply to the portion of the South Western Company's railway west of the commencements of Railways Nos. 1 and 4.

(iv) Article 17 of the said agreement shall continue in force and the cables wires apparatus and other works laid down by the District Company on or beneath the South Western Company's railway thereunder shall not be interfered with except so far as may be necessary in constructing the works to be carried out under this agreement and then only to such extent and in such manner as may be agreed between the respective engineers of the South Western Company and the District Company and so that the efficiency of such cables wires apparatus and other works shall not be interfered with or diminished.

21. Nothing herein contained shall except as herein expressly provided prejudice any existing rights or running powers now possessed by the South Western Company or by the District Company under the various Acts of Parliament and agreements relating to those respective Companies.

22. Provisions shall be inserted in the intended Act that the powers of the Great Western Railway Company and of the Metropolitan Railway Company as owners of the Hammersmith and City railway to run over and use the South Western Company's railway shall be preserved but shall apply to the Northern Lines and not to the railways referred to in Article 5 hereof.

23.—(i) The South Western Company shall not without the consent in writing of the District Company at any time alter the Southern Lines nor make any junctions therewith other than the Turnham Green Cross-over which is to be used only by the Midland Railway Company.

(ii) In the event of the South Western Company desiring to exercise their running powers over the Ealing Extension Railway of the District Company under sections 43 44 and 45 of the Metropolitan District Railway Act 1877 the South Western Company may after any necessary Parliamentary powers in that behalf shall have been obtained



A.D. 1910. construct connecting lines and junctions between the Northern Lines and the Ealing Extension railway of the District Company provided that—

(A) such connecting lines and junctions and the works in connexion therewith are so arranged and constructed with such efficient system of signalling and are so worked as to avoid as far as possible causing delay to any of the District Company's trains at the said junctions and as to avoid as far as possible any interference with the free and efficient working of the Southern Lines and of the other portions of the District Company's system :

(B) such connecting lines and junctions and other works shall be constructed to the reasonable satisfaction of the District Company at the cost in all things of the South Western Company except that the District Company shall contribute towards such cost a sum not exceeding 5,000*l.*

24. Any dispute or difference which may at any time arise between the District Company and the South Western Company as to the construction or intent of this agreement or as to the mode of carrying the same into effect and any question which by this agreement is provided to be determined by arbitration shall be referred to and determined by an arbitrator to be appointed by the Board of Trade whose decision shall be final and binding.

25. This agreement is intended to be confirmed by Act of Parliament and is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw the agreement.

In witness whereof the District Company and the South Western Company have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Metropolitan District Railway Company was hereunto affixed in the presence of

J. CARTER  
Secretary.



The common seal of the London and South Western Railway Company was hereunto affixed in the presence of

G. KNIGHT  
Secretary.



THE SECOND SCHEDULE.

A.D. 1910.

DESCRIBING LANDS HOUSES AND MANUFACTORIES OF WHICH PORTIONS ONLY MAY BE TAKEN AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "OWNERS MAY BE REQUIRED TO SELL PARTS ONLY OF CERTAIN LANDS AND BUILDINGS."

Parish or other Area.	Numbers on deposited Plans.
RAILWAY No. 7.	
Parish and urban district of Chiswick - Parish and metropolitan borough of Hammersmith.	15 17 18 19 20 21 22 and 23. 21 22 23 24 24A 26 27 28 29 31 41 43 44 45 and 46.
RAILWAY No. 8.	
Parish and urban district of Chiswick -	26 and 31.
RAILWAY No. 9.	
Parish and metropolitan borough of Hammersmith.	31 63 68 and 73.
ADDITIONAL LANDS.	
Parish of St. Mary Abbott's in the royal borough of Kensington.	1 to 20 inclusive.
Parish of St. George's Hanover Square in the city and metropolitan borough of Westminster.	2 and 3.
Parish of St. Martin-in-the-Fields in the city and metropolitan borough of Westminster.	4 to 11 inclusive.
Parish of the city of London in the city of London.	1.

A.D. 1910.

## THE THIRD SCHEDULE.

SECTIONS AND PROVISIONS OF THE ACTS OF 1897 1901 1902 1903 AND 1906 WHICH ARE INCORPORATED WITH THIS ACT AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "INCORPORATION OF CERTAIN SECTIONS OF ACTS OF 1897 1901 1902 1903 AND 1906."

Marginal Note of Section.	Number of Section.
PART I.	
ACT OF 1897.	
Power to deviate laterally - - - - -	15
Power to deviate vertically - - - - -	16
Walls of buildings to be made good - - - - -	36
General provisions for protection of water gas hydraulic power and electric companies - - - - -	40
For further protection of Gas Light and Coke Company - - - - -	42
For protection of sewers of district boards and vestries - - - - -	51
Company empowered to underpin or otherwise strengthen houses near railway - - - - -	58
Provisions as to use of electric power - - - - -	87
ACT OF 1901.	
For protection of Postmaster-General - - - - -	12
ACT OF 1903.	
Protection of gas and water mains of local authorities - - - - -	7
Company not liable to repair surface of road the level of which is not permanently altered - - - - -	8
Persons under disability may grant easements &c. - - - - -	40
PART II.	
ACT OF 1897.	
As to exhibition of placards within county of London - - - - -	38
ACT OF 1902.	
For protection of sewers of council - - - - -	14
ACT OF 1903.	
As to lands on Embankment - - - - -	18 (7)
ACT OF 1906.	
Application of London Building Acts - - - - -	18
Objects of interest to be at disposal of London County Council - - - - -	22

Printed by EYRE and SPOTTISWOODE, LTD.,

FOR

ROWLAND BAILEY, Esq., M.V.O., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from  
WYMAN AND SONS, LTD., FETTER LANE, E.C.; or  
OLIVER AND BOYD, TWEEDDALE COURT, EDINBURGH; or  
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN.