



CHAPTER lxxv.

An Act to make further provision respecting the undertaking of the Metropolitan District Railway Company to empower the London and South Western Railway Company to widen their Wimbledon and Fulham Railway to confirm an agreement between those companies with reference to that railway and for other purposes.

A.D. 1912.

[7th August 1912.]

WHEREAS it is expedient that the Metropolitan District Railway Company (hereinafter called "the Company") should be authorised to acquire additional lands for the purposes in this Act mentioned :

And whereas by the Metropolitan District Railway Act 1908 the Company were authorised to raise a sum of seven hundred and fifty thousand pounds by the creation and issue of Metropolitan District Railway prior lien debenture stock and by section 8 of that Act the moneys so to be raised were to be applied in the manner directed by that section including the application of sixty thousand pounds or stock to that nominal amount to the payment of interest on any debenture stocks of the Company when the net revenue of the Company available in that behalf was not sufficient for that purpose but owing to the increase in the Company's revenue since the passing of that Act and to its consequent improved financial position it was only necessary to apply to that purpose a part of such moneys or stock and the remainder thereof is no longer required for that purpose and it is expedient that the Company should be authorised to apply the same to the other purposes of the Company in this Act mentioned :

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And whereas under the powers of the Metropolitan District Railway Act 1911 (hereinafter called "the Act of 1911") the generating station undertaking therein defined has become transferred to and vested in the Lots Road Power House joint committee constituted and incorporated by the said Act and such joint committee have in pursuance of the said Act granted a lease of the said generating station undertaking for a term of 999 years to the Company and the London Electric Railway Company (hereinafter called "the London Company") as tenants in common in equal shares And it is expedient that further provisions should be made in regard to the said joint committee and to the joint working committee referred to in subsection (1) (d) of section 16 of the Act of 1911:

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

And whereas the railway of the Company extends from the Mansion House Station in the city of London to near the River Thames at Fulham at a point about five chains south-west of the centre of the Company's Putney Bridge Station where it joins the Wimbledon and Fulham Railway of the London and South Western Railway Company (hereinafter called "the South Western Company") which extends viâ East Putney Station to the south end of a terminal station at Wimbledon adjoining the main line of the South Western Company's railway:

And whereas under an agreement dated the seventeenth day of June 1886 and made between the South Western Company and the Company which agreement is scheduled to and confirmed by the South Western Railway Act 1886 the Company have full powers of running over and using the Wimbledon and Fulham Railway for the purposes of passenger coaching goods minerals and all other traffic together with all stations as from time to time lie on that railway including the terminal accommodation at Wimbledon provided by the South Western Company for the use of the Company under the said agreement and the Company are now in exercise of such powers and of the provisions contained in an agreement dated the fourth day of December 1903 and made between the South Western Company of the one part and the Company of the other part running through electric trains from their railways to and from Wimbledon:

And whereas for the more rapid and efficient working of the Company's services of electric trains and to afford the fullest advantage thereof to the public the Company require to run through electric trains at shorter intervals and in order to avoid the delay which now occurs to the trains of the Company in running over the Wimbledon and Fulham Railway the Company are desirous that the Wimbledon and Fulham Railway should be widened between Wimbledon and East Putney and that two additional lines of way should be constructed between those places so that two lines may be set apart for the exclusive use of the Company as hereinafter mentioned: A.D. 1912.

And whereas the South Western Company have agreed with the Company that the Company should apply to Parliament in the Session of 1912 for powers to construct the necessary widenings of the Wimbledon and Fulham Railway but that such powers should be conferred upon the South Western Company and be carried out by them on the terms and in manner hereinafter mentioned:

And whereas plans and sections showing the lines and levels of the widenings and other works by this Act authorised and plans showing the lands which may be taken under the powers of this Act and also a book 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 Surrey respectively and are hereinafter respectively referred to as the deposited plans sections and book of reference:

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

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.

1. This Act may be cited as the Metropolitan District Railway Act 1912. Short title.

[Ch. lxxv.] *Metropolitan District Railway* [2 & 3 GEO. 5.]
Act, 1912.

A.D. 1912.

Division of
Act into
Parts.

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

Part I.—Preliminary.

Part II.—Lands &c.

Part III.—Widenings of Wimbledon and Fulham
Railway.

Part IV.—Miscellaneous.

Incorpora-
tion of Acts.

3. 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.

Interpreta-
tion of terms.

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—

“The Company” means the Metropolitan District Railway Company;

“The London Company” means the London Electric Railway Company;

“The council” means the London County Council;

“The Wimbledon Corporation” means the mayor aldermen and burgesses of the borough of Wimbledon;

“The joint committee” means the Lots Road Power House joint committee constituted by the Act of 1911;

“The working committee” means the joint working committee referred to in subsection (1) (d) of section 16 of the Act of 1911;

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

“Scheduled agreement” means the agreement dated the seventeenth day of June 1912 made between the Company of the one part and the South Western Company of the other part set out in the Second Schedule to this Act;

“The Wimbledon and Fulham Railway” means the “Fulham Section the Wimbledon Railway and the Wimbledon

Junction" referred to in the agreement dated the 17th day of June 1886 between the South Western Company and the Company scheduled to and confirmed by the South Western Railway Act 1886; A.D. 1912.

"Western lines" and "eastern lines" respectively mean such lines of railway on the Wimbledon and Fulham Railway as are referred to in and shown on the plan mentioned in the scheduled agreement and respectively defined in that agreement as the western lines and eastern lines;

"The widenings" means the Widenings Nos. 1 2 and 3 by this Act authorised;

"Prior lien debenture stock" means the Metropolitan District Railway prior lien debenture stock authorised by the Act of 1908;

"Debenture stock" includes prior lien debenture stock;

"The Act of 1897" "the Act of 1901" "the Act of 1902" "the Act of 1903" "the Act of 1908" "the Act of 1910" "the Act of 1911" mean the Metropolitan District Railway Acts of 1897 1901 1902 1903 1908 1910 and 1911 respectively;

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.

PART II.

LANDS &C.

5. The Company may acquire compulsorily or by agreement for the purposes of the improvement and enlargement of their transformer substation and works an easement or right to use the under-surface of all or any of the lands which are delineated on the deposited plans and described in the deposited book of reference and are hereinafter described:— Power to Company to acquire lands.

In the county of London in the city and metropolitan borough of Westminster and in the parish of St. Martin-in-the-Fields certain lands containing about two thousand

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five hundred and twenty square feet forming part of the pavement and roadway of the road leading from the eastern end of Northumberland Avenue to Villiers Street and adjoining the Company's Charing Cross Station and extending from the western entrance to the booking hall at that station to and including part of the roadway on the eastern side of the said road leading from Northumberland Avenue to Villiers Street.

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

Acquisition of easement at Charing Cross.

6. The council shall have power to grant to the Company such easement as may be required by the Company in any land belonging to the council and the purchase money and compensation to be paid therefor shall failing agreement be settled in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of land otherwise than by agreement and the council may receive the said purchase money and compensation and give to the Company a good and valid discharge therefor.

Period for compulsory purchase of lands by Company.

7. The powers of the Company for the compulsory purchase of lands authorised by this Act shall cease after the expiration of three years from the passing of this Act.

Alteration of application of money raised by prior lien stock.

8. Notwithstanding anything contained in section 8 (Application of moneys) of the Act of 1908 the Company may apply for the purposes of this Act or for the general purposes of their undertaking to which capital is properly applicable so much of the sum of sixty thousand pounds to be raised by the creation and issue of prior lien debenture stock or prior lien debenture stock to that nominal amount thirdly mentioned in that section as has not already been applied to the purposes thirdly mentioned in that section.

Power to Company to apply funds to purposes of Act.

9. The Company may apply to the purposes of this Act or to the general purposes of their undertaking to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or stock or debenture stock and which may not be required for the purposes for which the same were authorised to be raised or borrowed.

10. Notwithstanding anything contained in any former Act every passenger travelling by any train running on the Company's railway or by any train of the Company may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof All such luggage shall be carried by and at the responsibility of the passenger and shall not occupy any seat or part of a seat or be so carried or be of such form or description as to annoy or inconvenience any other passenger Any provision of any Act requiring the carriage of any greater weight of luggage than in this section provided shall cease to apply as regards any passenger travelling by any such train :

A.D. 1912.
Passengers'
luggage.

Provided that the provisions of this section shall not unless with the consent of the South Western Company apply to local passengers travelling by any train of the Company running on the railways of the South Western Company between Ravenscourt Park Station and Richmond Station and intermediate stations or between Putney Bridge Station of the Company and Wimbledon Station and intermediate stations :

Provided further that nothing in this section contained shall prevent the Metropolitan Railway Company from using any train of the Company whilst running on such portions of the Inner Circle Railway as belong to the Metropolitan Railway Company (whether solely or jointly with the Company) for the purpose of the conveyance of passengers' personal luggage solely on and over those portions of railway from one station to another station thereon.

11. Section 100 of the Companies Clauses Consolidation Act 1845 shall extend and apply and be deemed to have always applied to the respective members of the joint committee and of the working committee and the indemnity provided for in that section shall be the joint and several indemnity of the Company and the London Company.

Application
of Com-
panies
Clauses Act
to com-
mittees.

12. The Company and the London Company may from time to time enter into carry into effect and rescind agreements with regard to the powers and duties of the working committee for the carrying out of all or any of the objects mentioned in section 16 of the Act of 1911 or any purposes incidental thereto.

Agreements
with respect
to working
committee.

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Power to
Company
and London
Company to
supply elec-
trical energy
to Richmond
Company.

13.—(1) The Company and the London Company or either of them may supply electrical energy from their Lots Road generating station to the Richmond (Surrey) Electric Light and Power Company Limited (in this section referred to as “the Richmond Company”) and the Richmond Company may take and use any such electrical energy for the purposes for which they are authorised by any Act of Parliament or Provisional Order confirmed by and having the effect of an Act of Parliament to supply distribute and use electrical energy Provided that the Richmond Company shall not take a supply of electrical energy under the powers of this section unless and until the corporation of Richmond consent thereto in writing under their corporate seal.

(2) The Company the London Company and the South Western Company or any of them may for the purposes of any such supply as aforesaid transform supply and transmit electrical energy by means of or through their respective electrical sub-stations railways cable-subways cables and other works and may use their respective sub-stations railways cable-subways cables and other works for the purpose of transmitting transforming or supplying any electrical energy supplied to the Richmond Company and may apply their funds and revenues for or in relation to all or any of the purposes of this section.

(3) The Company the London Company the South Western Company and the Richmond Company or any of them may enter into carry into effect vary and rescind agreements for and in relation to any of the purposes of this section.

(4) The Electric Lighting Acts 1882 to 1888 shall not apply to the Company the London Company or the South Western Company.

(5) All provisions which are contained in this Act or in any of the Acts of the Company or of the London Company for the protection of the telegraphic lines of the Postmaster-General shall extend and apply to any supply or transmission of electrical energy under any provision of this Act and any works constructed for the purpose of such supply and to the exercise by the Company or the London Company respectively of any of the powers conferred by this section or by any agreement made under this Act and the South Western Company shall not exercise the powers conferred by this Act in such a manner as to cause

or be likely to cause interference with telegraphic communication by means of any telegraphic line belonging to or used by the Postmaster-General and further the Company and the South Western Company shall not exercise the powers aforesaid in such a manner as to prejudice the rights of the Postmaster-General in relation to the railways of the Company and the South Western Company respectively or to interfere with or involve additional expense in the exercise of such rights.

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PART III.

WIDENINGS OF WIMBLEDON AND FULHAM RAILWAY.

14. 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 widenings of the Wimbledon and Fulham Railway and works hereinafter described with all proper stations platforms junctions signals sidings approaches wires cables transformer stations and plant 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 as amended by this Act and described in the deposited book of reference as may be required for those purposes The eastern limit of deviation of Widenings Nos. 1 and 3 by this Act authorised through the lands thereon numbered 38 and 39 in the metropolitan borough and parish of Wandsworth shall be that shown by the red line on the plan signed in duplicate by the Right Honourable Richard Walter John Earl of Donoughmore the Chairman of the Committee of the House of Lords 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 and the deposited plans shall be deemed to be amended accordingly.

Power to
South
Western
Company to
make widen-
ings.

The widenings of the Wimbledon and Fulham Railway referred to in this section and authorised by this Act are—

Widening No. 1 2 miles 2 furlongs 0·7 chain in length on the west side thereof commencing in the parish and borough of Wimbledon in the county of Surrey at a point on the Wimbledon and Fulham Railway at or near the

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termination of the rails of the said railway at the Wimbledon Station of the South Western Company and terminating in the parish and metropolitan borough of Wandsworth in the county of London at a point on the said railway 5·3 chains or thereabouts measured along the said railway in a south-easterly direction from the bridge carrying Cromer Villas Road over that railway :

Widening No. 2 4 furlongs 6 chains in length on the east side thereof wholly in the parish and borough of Wimbledon in the county of Surrey commencing at a point on the said railway opposite the northern side of Landgrove Road and terminating at a point on the said railway 8·5 chains or thereabouts measured along the said railway in a north-westerly direction from the bridge carrying Arthur Road over the said railway :

Widening No. 3 1 mile 1 furlong 4·8 chains in length on the east side thereof wholly in the parish and metropolitan borough of Wandsworth in the county of London commencing at a point on the said railway 13·5 chains or thereabouts measured along the said railway in a north-westerly direction from the bridge under the said railway at Revelstoke Road and terminating at a point on the said railway 2·5 chains or thereabouts measured along the said railway in a north-easterly direction from the signal box at East Putney Station.

Power to deviate laterally.

15. In the execution of the widenings and other works by this Act authorised the South Western Company may deviate laterally from the lines thereof shown on the deposited plans as amended by this Act to any extent within the limits of deviation shown thereon.

Power to deviate vertically.

16. In the execution of the widenings and other works by this Act authorised the South Western Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient.

Power to underpin or otherwise strengthen houses near widenings.

17. Whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the widenings it may be necessary to underpin or otherwise strengthen the same Therefore the South Western Company at their own costs and

charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2) Each such notice if given by the South Western Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the South Western Company:
- (3) If any owner lessee or occupier of any such house or building or the South Western Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to, an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the South Western Company may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5) The cost of the reference shall be in the discretion of the referee:
- (6) The South Western Company shall be liable to compensate the owners lessees and occupiers of every

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such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the South Western Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against injury arising from the execution or use of the works of the South Western Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the South Western Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:
- (8) Nothing in this enactment contained or any dealing with any property in pursuance of this enactment shall relieve the South Western Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:
- (10) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Owners may be required to sell parts only of certain lands and buildings.

18. And whereas in the construction of the widenings and other works by this Act authorised or otherwise in the exercise by the South Western Company 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 South Western Company 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:— A.D. 1912.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the South Western Company 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":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the South Western Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the South Western Company such portion only without the South Western Company being obliged or compellable to purchase the whole the South Western Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the South Western Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the South Western Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed

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from the remainder without material detriment thereto the owner may be required to sell and convey to the South Western Company the portion which the tribunal shall have determined to be so severable without the South Western Company being obliged or compellable to purchase the whole the South Western Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or enquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the South Western Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the South Western Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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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.

19. In constructing the Widening Nos. 1 and 2 by this Act authorised the following provisions for the protection of the mayor aldermen and burgesses of the borough of Wimbledon (in this section called "the corporation") shall notwithstanding anything in this Act contained or shown on the deposited plans and unless otherwise agreed on in writing between the corporation and the South Western Company have effect (that is to say) :—

For protection of corporation of Wimbledon.

- (1)—(a) If it be found necessary in order to construct the Widening No. 1 to divert the main middle level sewer of the corporation the South Western Company before interfering with the same shall provide and construct in substitution for the said sewer a new sewer in and along Alexandra Road from a junction with the existing main middle level sewer at a point opposite Springfield Road to a point south of Gap Road which two points shall be determined by the engineer of the corporation and shall continue the said new sewer thence in an easterly direction under the existing railway so as to join the existing main middle level sewer at a point south of Gap Road such point to be likewise determined by the said engineer. The said new substituted sewer shall be constructed to the reasonable satisfaction of the engineer of the corporation and shall be of not less carrying capacity than the existing main middle level sewer where the same is constructed under the railway and the invert of the said new substituted sewer shall be of uniform gradient throughout and coincident with the inverts of the existing main middle level sewer at the points where the said new substituted

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sewer joins the same The South Western Company shall construct five manholes of sufficient size for giving access to the said new substituted sewer at points to be determined by the engineer of the corporation ;

(b) If so required by the corporation the South Western Company shall construct the new substituted sewer of the same carrying capacity as the existing sewer in Alexandra Road and the corporation shall pay to the South Western Company the extra cost incurred by reason of such additional carrying capacity ;

(c) If it shall not be found necessary to divert the said middle level sewer the South Western Company shall not in any alteration thereof which they may make to such sewer interfere with the gradient or carrying capacity thereof :

(2) If it be found necessary in order to construct the Widening No. 1 to interfere with the surface water sewer which crosses the existing railway at a point near Home Park Road opposite Kenilworth Avenue the portion of the same between the existing manhole adjoining the eastern side of the centre line of the said widening as shown on the deposited plans and the first manhole on the west side of the said centre line shall be reconstructed by the South Western Company at a sufficient depth between the said manholes to admit of a uniform gradient throughout the portion of the said sewer which is laid beneath the said existing railway :

(3) If the corporation shall with the approval of Dame Augusta Sarah Lane require the South Western Company to construct the bridge referred to in subsection (1) of the section of this Act of which the marginal note is "For protection of Lady Lane" of a width of not less than fifty feet between the abutments instead of the width of the existing bridge and to carry down the foundations of the said bridge to a sufficient depth to allow a headway of at least seventeen feet on the underside of the girders of the said bridge to the surface of the road to be obtained

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by excavation of the ground and to permit the corporation to extend their sewers in Revelstoke Road under the said bridge without risk of injuring the said bridge or the foundations thereof and shall give the South Western Company notice in writing under their common seal to that effect within twenty-one days after receipt of notice from the South Western Company of their intention to proceed with the construction of the said widening the South Western Company shall construct the said bridge and foundations accordingly and the corporation shall upon completion thereof pay to the Company within twenty-eight days of demand the extra cost incurred by the Company in constructing the bridge and foundations in accordance with the requirements of the corporation instead of the requirements of the said section of this Act of which the marginal note is "For protection of Lady Lane" and the amount so payable shall in default of payment be recoverable by the Company from the corporation in any court of competent jurisdiction:

- (4) In the event of the South Western Company altering or in any way interfering with any of the public roads in the borough of Wimbledon they shall forthwith make up and restore the same in all respects to the reasonable satisfaction of the engineer of the corporation and the South Western Company shall make full compensation to the corporation for any damage caused to their electric mains cables equipment and works by reason of the construction of Widening Nos. 1 and 2:
- (5) All works whether temporary or permanent necessary for the protection of the corporation or for carrying out the provisions of this section shall be executed by the South Western Company at their own cost and to the reasonable satisfaction of the engineer of the corporation:
- (6) If any difference shall arise between the engineer of the corporation and the South Western Company as to the manner in which any of the works in this section provided for are to be executed or as to the

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reasonableness or sufficiency thereof or as to any amount to be paid to or by the corporation under the provisions of this section the same shall be settled and determined failing agreement between the engineer of the corporation and the South Western Company by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply to the arbitration :

- (7) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or any Act incorporated therewith which may enure for the protection or benefit of the corporation :
- (8) Any expenses incurred by the corporation under the provisions of this section shall be deemed to be expenses incurred by them under and for the purposes of the Public Health Act 1875.

For protec-
tion of
Wimbledon
and Sutton
Railway
Company.

20.—(1) The South Western Company shall (unless otherwise agreed between the South Western Company and the Company on the one hand and the Wimbledon and Sutton Railway Company on the other hand) so construct the Widening No. 1 by this Act authorised as to permit of an end on junction being formed between Railway No. 1 authorised by the Wimbledon and Sutton Railway Act 1910 and the said widening at the commencement of the said widening as constructed.

(2) Such end on junction shall be in substitution for the junction authorised by the Wimbledon and Sutton Railway Act 1910 of Railway No. 1 thereby authorised with the South Western Company's railway.

(3) Sections 9 10 and 11 of the Wimbledon and Sutton Railway Act 1910 shall extend and apply as if the widenings by this Act authorised formed part of the South Western Company's railway and works referred to in those sections.

(4) In the event of any difference arising between the South Western Company the Company and the Wimbledon and Sutton Railway Company in regard to the manner in which the said end on junction shall be constructed such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the

application of the Wimbledon and Sutton Railway Company the Company or the South Western Company and the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1912.

21. The following provisions for the protection of Dame Augusta Sarah Lane (in this section hereinafter called "the owner") shall unless otherwise agreed apply and have effect in the construction of the Widening No. 1 by this Act authorised (that is to say):— For protec-
tion of Lady
Lane.

(1) The South Western Company shall at the time of making the said widening construct a bridge to form an extension on the western side of the existing bridge under their railway at the county boundary of a width and of a height throughout not less than the existing bridge and shall extend at a corresponding level and gradient the sewers and drains now under the existing bridge under the said new bridge and for a distance of ten feet beyond the western limit of a strip of land to be acquired by the South Western Company from the owner under the powers of this Act and the owner shall for this purpose permit the South Western Company free of charge to enter on her land for the purpose of constructing such extension of the said sewers and drains:

(2) All the terms and conditions relating to the existing bridge and to the roadway or land thereunder and the sewers or pipes therein contained in certain agreements made the 24th day of August 1904 and the 20th day of October 1911 between the South Western Company of the one part and the owner of the other part shall extend and apply so far as the same may be applicable to the said new bridge and to the land or roadway thereunder and the sewers or pipes therein and to the fences and gates as altered or moved provided that no further sum than the rents mentioned in such agreements shall be payable:

(3) The South Western Company shall in the construction of their works remove the existing fences belonging to the owner dividing the owner's land from the

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South Western Company's railway and shall replace the same on the western boundary of the strip of land to be acquired by them from the owner under the powers of this Act and shall at the time of such replacement where necessary repair and make the same good :

- (4) The South Western Company shall construct a culvert to form an extension westward of the existing culvert under their railway shown on the deposited plans about 12 chains measured in a southerly direction from the said county boundary of the same dimensions as the said existing culvert and at a corresponding level and will permit the owner her heirs executors administrators and assigns the owner or owners for the time being of the land now belonging to her situate on the western side of this part of the South Western Company's railway at her or their own expense in all things to enlarge and deepen or alter both the present and extended culvert in accordance with plans to be submitted to and approved in writing by the engineer of the South Western Company should she her heirs executors administrators and assigns the owner or owners for the time being of the land now belonging to her situate on the western side of this part of the South Western Company's railway at any future time find it expedient to do so.

For protec-
tion of
Wandsworth
Borough
Council.

22. With respect to works within the metropolitan borough of Wandsworth the following provisions for the protection of the Wandsworth Borough Council (in this section called "the borough council") shall unless otherwise agreed apply :—

- (1) The South Western Company shall not stop up or interfere with that portion of Melrose Road which runs parallel to the South Western Company's line and is numbered 65 and marked "Diversion of road" on the deposited plans until they shall have constructed paved drained and lighted fit for traffic thereon one half width of the new portion of Melrose Road proposed to be constructed and substituted for that part to be stopped up :

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- (2) The substituted portion of Melrose Road shall be paved and lighted in a similar manner to the existing road and to the reasonable satisfaction of the engineer of the borough council :
- (3) The South Western Company shall construct in the whole length of such substituted portion of roadway a sewer of not less diameter than six inches with the necessary manholes and surface connections and such sewer shall be connected with the sewer in Cromer Villas Road and with the sewer in the other portion of Melrose Road as shown on the plan signed by Peter Dodd the engineer of the borough council and John Wykeham Jacomb Hood and Arthur Reginald Cooper the engineers of the South Western Company and the work shall be carried out to the reasonable satisfaction of the said engineer of the borough council :
- (4) In connection with the construction of the said substituted road and in accordance with the plan referred to in the immediately preceding subsection of this section the South Western Company shall splay the corners at the eastern and north-western sides of the new substituted roadway and also at each side at the junction of Cromer Villas Road and Sutherland Grove and shall throw the surface of the pieces of land coloured blue on the said plan into the public highway :
- (5) If the South Western Company under the powers of this Act alter the bridge carrying Cromer Villas Road over their railway they shall reinstate the roadway paving and channelling to the reasonable satisfaction of the engineer of the borough council and the said work shall be carried out so as to interfere as little as possible with the traffic along the said road or any of the approach roads thereto :
- (6) The South Western Company shall construct any addition which they shall make to the parapet walls of the said bridge of reasonably ornamental character so as to conform to the existing parapet walls :
- (7) The bridge and works constructed by the South Western Company under the powers of this Act over Granville

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Road shall be constructed so that the abutments of the extended portions of the said bridge shall be constructed and carried down to such a depth as to allow of the road under the same being lowered so as to give a headway throughout the extended portions of the said bridge of not less than sixteen feet six inches and the abutment walls of the extended portions of the bridge from two feet above the present pavement level to the underside of the girders shall be faced with white glazed bricks to the reasonable satisfaction of the borough council and the South Western Company shall at all times keep the surface of such bricks clean and in good repair to the reasonable satisfaction of the borough council:

- (8) The South Western Company shall also construct all new boundary and retaining walls of and in connection with the works in the borough authorised by this Act and which shall face or abut upon any road or street of a reasonably ornamental character to the reasonable satisfaction of the borough council:
- (9) The borough council may at any time give the South Western Company notice requiring that the existing bridge carrying the South Western Company's railway over Granville Road be reconstructed and improved and the South Western Company shall forthwith proceed to reconstruct and improve the same by carrying down the abutments thereof to such a depth as to allow of the road under the said bridge being lowered so as to give a headway throughout of not less than sixteen feet six inches from every part of the said road and footways to the underside of the girders:
- (10) Provided that the South Western Company shall not be required to commence such alteration and reconstruction in the case of any such road until the extension of the bridge over such road shall be available for traffic and provided also that when the South Western Company shall have reconstructed and altered the said existing bridge in accordance with such requirements to the reasonable satisfaction of the engineer of the borough council the borough council

shall repay to the South Western Company the reasonable and proper costs incurred by them in the alteration of the existing bridge to which such requirement related and in the works incidental thereto: A.D. 1912.

(11) The South Western Company shall not execute or commence the erection of any such bridge or works as aforesaid including the construction paving draining and lighting of the proposed new portion of Melrose Road hereinbefore referred to until they shall have given to the borough council twenty-eight days' notice in writing of their intention to commence the same by leaving such notice at the office of the borough council with plans elevations sections and other necessary particulars of the construction of the said bridge and works:

(12) If any difference shall arise between the borough council or their engineer and the South Western Company under any of the provisions of this section such difference shall (unless otherwise herein provided) be referred to an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

23. The following provisions shall unless otherwise agreed have effect for the protection of the council (that is to say):—

For protec-
tion of
London
County
Council.

(1) The bridge to be constructed by the South Western Company over Granville Road in the Metropolitan borough of Wandsworth shall be a girder bridge the underside of the girders being at the same level as the girders of the existing bridge and with a clear span throughout measured on the square of not less than 40 feet:

(2) Such bridge shall be of a reasonably ornamental character and design and shall so far as is reasonably practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden the sound of engines carriages and traffic passing over it and the parapets

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of such bridge and works shall be carried up to a height of not less than 6 feet above the rail level:

- (3) The construction reconstruction lengthening or alteration of any bridge or work for carrying any road or street within the administrative county of London over the existing railways or over the widenings shall be executed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge or work (other than a bridge carrying a footpath only) be of less width between the parapets thereof than 40 feet measured on the square and such bridge or work (other than a footbridge) shall be so fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street:
- (4) The South Western Company shall not execute or commence to execute the construction reconstruction lengthening or alteration as aforesaid within the said county until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and all other necessary particulars of the works and until the council have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the South Western Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and works and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the South Western Company and all reasonable costs charges and expenses which the council may be put to by reason of the

works of the South Western Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the South Western Company on demand:

- (5) In connection with the diversion of Melrose Road the South Western Company shall provide and open for public use a new street of a clear width throughout of not less than 40 feet and such new street shall be constructed in accordance with plans and sections submitted to and approved by the council:
- (6) The London Building Acts 1894 to 1909 and any Act amending the same and any byelaws and regulations in force thereunder shall (subject to any special exemptions in favour of railway companies therein contained) apply to the execution of any works by the South Western Company on any lands in the said county acquired held or used by that company under the provisions of this Act:
- (7) Except as in this Act expressly provided the South Western Company shall not under the powers of this Act encroach upon any part of the surface of any street or footway in the said county or without the consent of the council erect any building beyond the general line of building in any street in the said county on any land purchased under the powers of this Act but this subsection shall not apply to the land fronting the west side of the road numbered 65 on the deposited plans in the metropolitan borough and parish of Wandsworth when such road shall have been diverted.

24. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 neither the Company nor the South Western Company shall be liable to maintain the surface of any road or public highway which shall be carried over the widenings or other works by this Act authorised or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

Companies not liable to repair surface of road level of which is not permanently altered.

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Persons
under dis-
ability may
grant ease-
ments &c.

25. Persons empowered by the Lands Clauses Acts to sell and convey, or, release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the South Western Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to
South
Western
Company to
enter upon
property for
survey and
valuation.

26. The South Western Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of
arbitration in
certain cases.

27. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the South Western Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the South Western Company by the claimant giving sufficient particulars and in sufficient time to enable the South Western Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the South Western Company has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the South Western Company to amend the statement in writing of the claim delivered by him to the South Western Company in case of discovery of any error or mistake therein or for any other reasonable cause such error

mistake or cause to be established to the satisfaction of the judge after hearing the South Western Company if they object to the amendment and such amendment shall be subject to such terms enabling the South Western Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

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28. In settling any question of disputed purchase money or compensation payable under this Act by the South Western Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and eleven if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Compensation in case of recently altered buildings acquired by South Western Company.

29. The powers of the South Western Company 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.

Period for compulsory purchase of lands for widenings.

30.—(1) For the purpose of calculating the maximum tolls rates and charges in respect of traffic conveyed by the Company the portion of the railway of the South Western Company run over under the section of this Act the marginal note whereof is “Company to have exclusive use of certain railways” shall be deemed to be part of the Fulham extension railway of the Company.

Tolls &c. on widenings.

(2) For the purpose of determining any question which may arise as to whether or not the Company has failed to fulfil its obligations under the Railway and Canal Traffic Acts the said portion of railway shall be deemed to form part of the undertaking of the Company.

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Working of
western and
eastern lines
by electrical
power.Company to
have exclu-
sive use of
certain rail-
ways.

31. The traffic on the western lines may be worked by electrical power or steam or other motive power and the traffic on the eastern lines may be worked by steam power or if the South Western Company so think fit by electrical power.

32.—(1) So soon as the widenings are completed the Company shall have the exclusive right in perpetuity to run over work and use with electrical and/or steam engines or other motive power cars carriages and wagons of every description and with officers and servants in charge of engines and trains for the purposes of traffic of every description the western lines together with the stations now or at any future time thereon and all sidings works and conveniences immediately 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 the western lines.

(2) The terms and conditions in respect of such exclusive right to run over work and use the western lines shall be those contained in the scheduled agreement.

Confirming
agreement
with South
Western
Company.

33. The scheduled agreement (made between the Company of the one part and the South Western Company of the other part) set out in the Second 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 duty chargeable thereon and in default of such production for three months after the passing of this Act the duty with interest thereon at the rate of five per centum per annum shall be a debt due to His Majesty recoverable from the Company.

Agreements
with South
Western
Company.

34. 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 widenings and of the western lines and/or eastern lines or any of them or any part thereof and any further matters incidental thereto and subject to the provisions of this Act with respect to variations of the scheduled agreement.

35. The South Western Company may apply for the purposes of this Act any moneys which they now have in their hands or which they 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.

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Power to South Western Company to apply funds to purposes of Act.

36. The sections of the Acts of 1897 1901 1903 and 1910 which are enumerated and referred to in 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. Provided that the expressions "the Company" "the railway" or "the railways" where used in those sections shall where the context so requires include the South Western Company and the widenings.

Incorporation of certain sections of Acts of 1897 1901 1903 and 1910.

37. The provisions of sections eighteen to twenty-three of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains and pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society". Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water and gas (as the case may be) are appropriated.

For protection of gas and water mains of local authorities.

38. Unless the council otherwise agree the following provisions for the protection of the sewers of the council shall have effect in regard to the widenings (namely):—

For protection of sewers of London County Council.

- (1) The South Western Company shall not commence any of the works by this Act authorised which shall or may pass over under or by the side of or so as to interfere with the sewers of the council until they shall have given to the council one month's previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as hereinafter defined and until the council shall have signified their approval of the same unless the council

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do not signify their approval disapproval or other directions within twenty-one days after service of the said plans and sections as aforesaid and the South Western Company shall comply with and conform to all reasonable orders directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer of the council at the costs charges and expenses in all respects of the South Western Company and all costs charges and expenses which the council may be put to by reason of such works of the South Western Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the South Western Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the South Western Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works now or hereafter may be :

- (2) As regards any work in respect of which the South Western Company are under the provisions of the last preceding subsection required to submit plans and sections to the council the council may require the South Western Company in constructing such works to make any reasonable deviation within the limits prescribed by this Act from the line or levels shown upon such plans or sections for the purpose of avoiding injury or risk of injury to the sewers of the council and the South Western Company shall in constructing such works deviate accordingly :

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- (3) The plans to be submitted to the council for the purpose of this section shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the level at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the South Western Company access to plans in their possession and to any sewers in order to enable the South Western Company to obtain trustworthy information) and shall comprise detailed drawings of every alteration which the South Western Company may propose to make in any such sewer:
- (4) The council may require such modifications to be made in the said plans drawings sections and particulars as may be reasonably necessary to secure the sewers and drainage system of London under the jurisdiction and control of the council against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers:
- (5) The South Western Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the South Western Company:
- (6) The approval by the council of any plans or superintendence by the council of any work under the provisions of this section shall not exonerate the South Western Company from any liability or affect any claim for damages under this section or otherwise.

39. Where any works to be done by the South Western Company by virtue of this Act shall or may pass over under or by the side of so as to interfere with any sewer drain or work under the jurisdiction or control of any borough council (hereinafter referred to as "the borough council") or any sewers or works to be made or executed by any such borough council or

For protection of sewers of borough councils.

A.D. 1912. shall or may in any way affect the sewerage or drainage of the district under their control—

- (1) The South Western Company shall not commence such works until they shall have given to such borough council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such borough council for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such borough council shall have signified their approval of the same unless such borough council do not signify their approval disapproval or other directions within fourteen days after the service of the said plan section and particulars as aforesaid:
- (2) If any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of any of the said parties interested and the South Western Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as such borough council shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said works or any part thereof and shall save harmless such borough council against all and every the expense to be occasioned thereby:
- (3) All such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of such borough council at the costs charges and expenses in all respects of the South Western Company and all reasonable costs charges and expenses occasioned by reason of such works of the South Western Company shall be paid by the South Western Company on demand:
- (4) If any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled

by a referee to be appointed by the Board of Trade and be a debt due from the South Western Company to such borough council : A.D. 1912.

- (5) When any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the South Western Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of such borough council as any sewers or works now or hereafter may be.

40. The South Western Company shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of the works by this Act authorised within the county of London or the borough of Wimbledon as the case may be and subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person any such objects shall be subject to the disposal of the council or the Wimbledon Corporation as the case may be in such manner as the council or the Wimbledon Corporation as the case may be may from time to time resolve Provided that the South Western Company shall report to the Treasury and the council or the Wimbledon Corporation as the case may be the finding or discovery of any gold or silver in coin plate or bullion and shall hold the same at the disposal of the Treasury.

Objects of interest to be at disposal of council or Wimbledon Corporation.

41. The South Western Company shall not where any house or building acquired by them under the powers of this Act in the county of London shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in any unsightly condition for any longer period than is reasonably necessary.

Walls of buildings to be made good.

42. The South Western Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the widenings and other works authorised by and constructed under the provisions of this Act in the county of London or the borough of Wimbledon as the case may be whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the

As to exhibition of placards within county of London or borough of Wimbledon.

A.D. 1912. council or the Wimbledon Corporation as the case may be and if any such placard or advertisement be affixed or exhibited without such approval the council or the Wimbledon Corporation as the case may be and their authorised officers may remove the same but this provision shall not prevent the South Western Company and the Company from exhibiting on the outside of any station constructed under the provisions of this Act placards giving information to the public as to the traffic of the South Western Company and the Company.

PART IV.

MISCELLANEOUS.

General provisions for protection of water electric and hydraulic power authorities and companies.

43.—(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs wires or other works (hereinafter called "apparatus") of any of the following board and companies (viz.) the Metropolitan Water Board the London Electric Supply Corporation Limited the county of London Electric Supply Company Limited the Charing Cross West End and City Electricity Supply Company Limited the Metropolitan Electric Supply Company Limited and the London Hydraulic Power Company (each hereinafter referred to as "the protected company" and collectively as "the protected companies") are situate the Company or the South Western Company as the case may be (in this section respectively referred to as "the Company") shall from time to time deliver to such protected company or companies plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to such protected company or companies at least fourteen days before the commencement of any such work.

(2) In the event of such plans sections and descriptions so delivered to the protected companies as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith.

(3) If it should appear to any protected company that such works will interfere with or endanger any of their apparatus or impede the supply of water hydraulic power or electric energy such protected company may give notice to the Company to

lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (hereinafter called "protective works") shall be settled as hereinafter provided.

(4) All such protective works shall save as hereinafter provided be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company.

(5) If any protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works of the Company so require such protected company may by their own engineer or workmen do and execute such protective works and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution of such protective works and the amount thereof may be recovered against the Company in any court of competent jurisdiction.

(6) Any protected company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of such protected company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to such protected company and may be recovered against the Company in any court of competent jurisdiction.

(7) If any interruption in the supply of water hydraulic power or electric energy by any protected company shall without the written authority of such protected company be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to such protected company for the use and benefit of such protected company a sum not exceeding ten pounds for every hour during which such interruption shall

A.D. 1912. — continue such sum to be recovered by such protected company against the Company in any court of competent jurisdiction.

(8) The expense of all repairs or renewals of any apparatus of any such protected company or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the said works of the Company whether during the construction of the works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by such protected company as the case may be in any court of competent jurisdiction.

(9) It shall be lawful for any protected company and the engineers workmen and others in their respective employ at all times when it may be necessary to enter upon the lands works and premises of the Company acquired or constructed under this Act at any point or place where there is existing any apparatus of such protected company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises Provided always that in so doing such protected company their engineers or workmen or others in the employ of such company shall not interrupt the user of any of the works of the Company by this Act or by any other Act authorised And provided also that such protected company shall make good and reimburse to the Company all damages to the works by this Act or by any other Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction.

(10) If any difference shall arise with respect to any matter under this section between the Company and any protected company or their respective engineers or concerning any plans sections or descriptions to be delivered to any such company under the foregoing provisions of this Act the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

44. The provisions of the section of this Act of which the marginal note is "General provisions for protection of water electric and hydraulic power authorities and companies" shall

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extend and apply for the protection of and with respect to the mains pipes syphons apparatus and works of the Gas Light and Coke Company in or under any of the lands described in the section of this Act of which the marginal note is "Power to Company to acquire lands" whether such lands form part of a street or not as if the said Gas Light and Coke Company were one of the protected companies referred to in the first mentioned section and the provisions of that section extended to the execution of works in or under any lands whether forming part of a street or not.

45. For the protection of the Metropolitan Water Board (in this section referred to as "the Board") the following provisions shall unless otherwise agreed in writing between the Company and the Board have effect (that is to say):—

For further
protection of
Metropolitan
Water
Board.

- (1) For the purpose of this section the expression "the Company" shall be construed to mean the Company or the South Western Company as the case may be:
- (2) The section of this Act of which the marginal note is "General provisions for protection of water electric and hydraulic power authorities and companies" (in this section referred to as "the protective section") shall in its application to the Board be read and have effect as if valves and hydrants were expressly named in subsection (1) of that section and included in the expression "apparatus" used in the protective section:
- (3) Subsections (1) (2) and (5) of the protective section in their application to the Board shall be read and have effect as if twenty-eight and fourteen days respectively were inserted therein instead of fourteen and seven days respectively:
- (4) The word "works" in subsection (1) of the protective section shall be deemed to include the widenings and any alteration to bridges over the widenings:
- (5) In constructing the widenings of the Wimbledon and Fulham Railway under the bridges carrying roads over the said railway the South Western Company shall at their expense provide and thereafter maintain in the extensions of the bridges carrying the said

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roads (except Cromer Villas Road where facilities for placing a pipe (not exceeding sixteen inches in diameter) outside the northern face of the bridge will be afforded) over the said railway and in the approaches thereto accommodation for two mains each having an internal diameter of not less than twelve inches or for three or more mains of an aggregate capacity not less than that of two twelve-inch mains. Such accommodation shall where practicable be situated beneath the footpath or footpaths (if any) of such bridge or the same shall be provided in such a manner as may be agreed upon or failing agreement as may be determined by arbitration in the manner hereinafter provided:

- (6) If any difference shall arise under this section between the Company and the Board such difference shall be settled in accordance with the provisions of subsection (10) of the protective section as modified by this section.

For protection of Westminster City Council.

46. For the protection of the council of the city of Westminster (in this section called "the city council") the following provisions with reference to the land described in the section of this Act of which the marginal note is "Power to Company to acquire lands" shall notwithstanding anything in this Act contained or shown on the deposited plans and sections unless otherwise agreed apply and have effect:—

- (1) The Company shall not except temporarily and for the purpose of the works for the improvement and enlargement of their existing transformer station break up or disturb the surface of any street or road nor open or make any ventilators air shafts or other similar openings in any roadway or footway but the Company may for such purpose enter upon and open up the surface of any street or road upon any of the said lands upon such terms and conditions as the city council may reasonably impose and under the control and superintendence of the city council and the Company shall give to the city council not less than one month's previous notice in writing of their intention to enter upon and open up the surface of any such street or road:

- (2) The Company shall not deposit any subsoil or materials anywhere within the city of Westminster (in this section called "the city") so as to cause any nuisance or obstruction to any person using the streets roads or footways within the city and if the Company their contractors servants or agents commit any breach of this subsection they shall be liable to a penalty not exceeding forty shillings for each offence:
- (3) It shall not be lawful for the Company to remove any soil or material from under any roadway or footway within the city except such as may be excavated from the space to be occupied by the works for the improvement and enlargement of the Company's said transformer station by this Act authorised:
- (4) Where any part of any street or road within the city shall have been broken up or disturbed by the Company the Company shall make good the surface of such street or road to the reasonable satisfaction of the city engineer:
- (5) Any enlargement or extension of the said transformer station constructed under the powers of this Act where under a street shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using such street but also any steam roller or other apparatus that the city council or its contractors for the time being may use for repairing the streets or roadways under its control and the Company shall indemnify the city council against and make good to it all costs and expenses that the city council may incur or be put to by reason of any defect or insufficiency in strength of such enlargement of the said transformer station and any neglect to properly and effectually maintain the same as aforesaid or in the construction or user thereof:
- (6) The Company shall make full compensation to the city council for any subsidence of or damage to any street road public footway sewer drain or other work vested in or under the jurisdiction or control of the city

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council which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the works by the Company or at any time thereafter:

- (7) It shall not be lawful for the Company to place any hoarding in any part of any public footway in the city except in such position and of such extent as shall be agreed with the city engineer or failing agreement determined by arbitration and for such periods as shall be reasonably necessary for carrying out the works by this Act authorised and no such hoarding 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:
- (8) It shall be lawful for the city engineer from time to time during the construction of the works to enter upon and inspect any works of the Company in the city and if he shall be of opinion that the construction of the works or other operations of the Company within the city are attended with danger to any sewer drain or work belonging to or under the jurisdiction and control of the city council the Company shall adopt such measures and precautions as may be considered necessary by the city engineer for the purpose of preventing any damage or injury thereto:
- (9) If any difference shall arise between the city council or their engineer and the Company under any of the provisions of this section such difference shall (unless otherwise herein provided) be referred to an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

Provision as
to general
Railway
Acts.

47. Nothing in this Act contained shall exempt the Company or the South Western Company or their respective 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. A.D. 1912.

48. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall in the first instance be paid by the Company and ultimately shall be borne and paid in manner provided by the scheduled agreement. Costs of Act.

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A.D. 1912. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

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.
WIDENING No. 1.	
Borough and parish of Wimbledon -	7 to 12 inclusive.
Metropolitan borough and parish of Wandsworth -	12 to 26 inclusive.
WIDENING No. 2.	
Borough and parish of Wimbledon -	7 to 10 inclusive.
WIDENING No. 3.	
Metropolitan borough and parish of Wandsworth -	12 to 26 inclusive.

THE SECOND 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" "Agreements with South Western Company" "Costs of Act."

AN AGREEMENT made the seventeenth day of June 1912 between THE METROPOLITAN DISTRICT RAILWAY COMPANY (hereinafter called "the District Company") of the one part and THE LONDON AND SOUTH WESTERN RAILWAY COMPANY (hereinafter called "the South Western Company") of the other part.

WHEREAS the railway of the District Company extends from the Mansion House Station in the city of London to near the River Thames at Fulham at a point about five chains south-west of the centre of

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the District Company's Putney Bridge Station where it joins the Wimbledon and Fulham Railway of the South Western Company which extends viâ East Putney Station to the south end of a terminal station at Wimbledon adjoining the main line of the South Western Company's railway :

And whereas under an agreement dated the seventeenth day of June one thousand eight hundred and eighty-six and made between the South Western Company of the one part and the District Company of the other part (hereinafter referred to as "the agreement of 1886" and which agreement was scheduled to and confirmed by the South Western Railway Act 1886) the District Company have full powers of running over and using the Wimbledon and Fulham Railway for the purposes of passenger coaching goods mineral and all other traffic together with all stations as from time to time lie on that railway including the terminal accommodation at Wimbledon provided by the South Western Company for the use of the District Company under Article 5 of the said agreement :

And whereas by an agreement made the fourth day of December one thousand nine hundred and three (hereinafter referred to as "the agreement of 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 on their own railways and had requested the South Western Company to equip certain of their railways including the Wimbledon and Fulham Railway for working by electric traction provision was made for the electrification of (inter alia) the Wimbledon and Fulham Railway 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 whereas through electric trains of the District Company are run over the Wimbledon and Fulham Railway in exercise of the running powers conferred on the District Company by the agreement of 1886 and for the more rapid and efficient working of their services of electric trains and to afford the fullest advantage thereof to the public the District Company require to run their through electric trains at shorter intervals and in order to avoid the delays which now occur to the trains of the District Company in running over the Wimbledon and Fulham Railway the District Company are desirous that the Wimbledon and Fulham Railway should be widened between Wimbledon and East Putney by the construction of two additional lines of way thereon between those points and that two lines of way between those points may be set apart for their exclusive use :

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And whereas the South Western Company have agreed with the District Company that the District Company shall apply to Parliament in the session of 1912 for an Act (hereinafter referred to as "the intended Act") to authorise the construction of the necessary widenings of the Wimbledon and Fulham Railway but 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 hereinafter mentioned :

And whereas a plan has been prepared showing the Wimbledon and Fulham Railway as the same will be when the intended widenings thereof have been completed and also showing the said two lines to be set apart for the District Company's use (being the western lines hereinafter referred to) and such plan has been agreed between the South Western Company and the District Company and is hereinafter 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 ;

"Wimbledon and Fulham Railway" means the Fulham section the Wimbledon Railway and the Wimbledon Junction referred to in the agreement of 1886 ;

"Widenings Nos. 1 2 and 3" mean the intended widenings of the Wimbledon and Fulham Railway respectively delineated and numbered on the deposited plan referred to in the intended Act ;

"Western lines" mean the continuous double lines of railway delineated on the plan and thereon coloured red extending from the south end of the station on the Wimbledon and Fulham Railway at Wimbledon to the points connecting the same with the lines of the Wimbledon and Fulham Railway at the point marked A on the plan at the south end of East Putney Station together with all station accommodation and other works thereon or to be constructed thereon by the South Western Company as hereinafter provided and together with the siding at Wimbledon Station coloured red on the plan ;

"Eastern lines" mean the continuous double lines of railway delineated on the plan and thereon coloured blue extending from the south end of the station on the Wimbledon and Fulham Railway at Wimbledon to the points connecting the same with

the lines of the Wimbledon and Fulham Railway at the said point marked "A" on the plan at the south end of East Putney Station. A.D. 1912.

2.—(i) So soon as the necessary parliamentary powers are obtained the South Western Company upon the request in writing of the District Company shall at their own cost construct and equip the Widenings Nos. 1 2 and 3 so as with portions of the existing Wimbledon and Fulham Railway to form the western lines and the eastern lines together with such additional or altered station accommodation and other works as may be necessary to accommodate the traffic of the two Companies parties hereto respectively all of which constructions equipments additions alterations and other works to be carried out by the South Western Company under this and the following articles are hereinafter referred to as "the works."

(ii) The portion of the western lines between Wimbledon Station and Gap Road Bridge shall be constructed at such levels and in such manner as to pass under the South Western Company's existing lines which connect their railway with their existing sidings coloured yellow on the plan.

The said sidings of the South Western Company shall where necessary be altered and slewed so as to allow the western lines to be constructed in the position shown on the plan.

(iii) The construction of the western lines shall include their equipment for electrical traction and the provision of any works reasonably necessary for the prevention of interference with any electric wire line or apparatus belonging to the South Western Company or to any other person company or body which may be or may be likely to be affected by the electrical equipment or working of the western lines :

Provided that if after the completion of the works any further works are found to be reasonably necessary for the prevention of interference with any electric wire line or apparatus belonging to the South Western Company or to any other person company or body which may be proved to be injuriously affected by the electrical equipment or working of the western lines the reasonable cost of executing any such further work shall be added to the account referred to in Article 6.

(iv) The permanent way electrical equipment signalling telegraph and telephone systems platforms and electric lighting on the western lines shall conform to the District Company's system and standards and such equipment shall be so carried out that electrical power may be conveniently taken from the electrical sub-stations at Wimbledon Park and/or Putney Bridge.

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(v) In carrying out such works the electrical equipment now existing shall be made use of so far as possible and any part of such electrical equipment not so used shall be taken up and the value thereof less the cost of removal shall be credited against the outlay by the South Western Company referred to in Article 6 hereof.

3.—(i) All works to be carried out by the South Western Company in pursuance 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) The works shall be so carried out that as far as practicable there shall be no interruption of traffic.

4.—(i) The South Western Company shall make no charge for the land already belonging to them which will be used in the construction of the works except only in respect of so much of the plots of land hatched red on the plan (hereinafter called "the premises") as may be required to be used or occupied by or in connection with the construction of the works or as may have to be ceded to the Wandsworth Borough Council for the rounding of corners of roads.

(ii) The price to be charged therefor by the South Western Company and to be included in the account to be rendered under Article 6 of this agreement shall be such proportion of the original cost incurred by the South Western Company in the acquisition of the premises as the area of the premises bears to the total area of the land comprised in the South Western Company's title deeds of the properties of which the premises form part.

(iii) For the purpose of this article "original cost" shall include the cost of and incidental to the acquisition by the South Western Company of the freehold leasehold and occupiers' interest in the premises and the solicitor's costs and surveyor's fees of vendors and purchasers stamp duties fees and other disbursements connected with such acquisition.

(iv) The said account shall also include the amount of all compensation that may be paid to the lessees or occupiers of the premises and an amount to be agreed by the respective surveyors of the South Western Company and the District Company representing the depreciation if any in the value of the portions of the plots of land hatched red on the plan not required to be used or occupied by or in connection with the construction of the works and also any nett loss of rents arising and consequent upon the construction of the works and not otherwise compensated for as herein provided.

(v) The said account shall also include all moneys properly expended by the South Western Company (including compensation paid to lessees or occupiers) in acquiring any additional property required in connection with the construction and equipment as aforesaid of the works.

(vi) The South Western Company shall in order to obtain immediate possession of any lands required in the construction of the works exercise all powers under their leases and agreements with the lessees and occupiers of such lands and shall also where necessary exercise the compulsory powers of purchase to be conferred by the intended Act.

(vii) The said account shall also include all costs and expenses properly incurred and paid in connection with the matters mentioned in this article or any of them.

5. The South Western Company shall pay to the District Company all costs charges and expenses properly incurred by the District Company in and incidental to the obtaining of the necessary parliamentary powers and of this agreement including the stamp duties thereon and shall include the same in the account to be rendered under Article 6 of this agreement.

6.—(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 an account in proper detail certified under the hands of their chief engineer and chief accountant of all moneys properly expended by the South Western Company under this agreement including all charges and costs properly incidental to the works and of any sums properly chargeable under Articles 4 and 5 hereof.

The South Western Company shall afford the District Company and any person or persons duly authorised in that behalf by the District Company full inspection of all the books of account vouchers and other documents from which such certified account is compiled and full facilities for investigating the same.

Interest at the rate of four pounds 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 western lines shall be included in such account except that on the original cost of the lands referred to in Article 4 hereof as "the premises" interest shall be calculated only from the date at which possession is given for the construction of the works.

(ii) Any questions that may arise on such account shall be determined by arbitration as hereinafter provided.

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(iii) The amount of such account as agreed between the District Company and the South Western Company or as determined by arbitration and as from time to time increased in manner mentioned in Article 2 (iii) or reduced in manner mentioned in this article is hereinafter referred to as "outlay by the South Western Company."

(iv) The outlay by the South Western Company 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.

(v) Rents (less five per centum for collection) from 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 shall in every year be applied by the South Western Company in reduction of any sums which may be payable by the District Company to the South Western Company under Article 7 hereof and the South Western Company shall use their best endeavours to sell or as may be thought best to let any such surplus lands and properties.

7.—(i) An account shall be rendered by the South Western Company to the District Company showing for the year ending the thirty-first December preceding the date at which the District Company commence to work over the western lines—

(A) The receipts and earnings of the Wimbledon and Fulham Railway from traffic of every description (except merchandise and except any other traffic which the South Western Company may at any time temporarily divert over the Wimbledon and Fulham Railway from their main line and which traffic would otherwise pass over such main line) passing over that railway or any part thereof; and

(B) Rents and privileges arising from use of stations and works for the time being on the Wimbledon and Fulham Railway.

The total of such account is in this article referred to as "the receipts shown in first account."

(ii) An account showing the like items of receipts in each subsequent year shall be rendered by the South Western Company when requisite under this article and for the purposes of any such subsequent account the Wimbledon and Fulham Railway shall include the western lines and eastern lines together with the stations now or at any future time thereon. The total of any such subsequent account is in this article referred to as "the receipts shown in the account."

(iii) The difference between the receipts shown in the account for any year and the receipts shown in first account is in this article referred to as "the difference in receipts" for that year. A.D. 1912.

In this article "interest on outlay" in any year means the amount of interest for that year at the rate of four pounds per centum per annum on the outlay by the South Western Company as defined in Article 6 hereof.

(iv) For each and every year commencing with the first year in which the District Company work over the western lines and thereafter except any year when the difference in receipts shall amount to the interest on outlay the District Company shall pay to the South Western Company the amount (if any) required to make up the difference in receipts to the amount of the interest on outlay provided that the District Company shall in no event be liable to pay a greater sum than four thousand pounds in any one year. Provided further that in the event of the difference in receipts exceeding the interest on outlay for six consecutive years the District Company shall not be liable to make any further payments under this article except as may be necessary to liquidate the amount (if any) standing in the suspense account referred to in sub-clause (v) of this article.

(v) If for any one year the sum of four thousand pounds paid as aforesaid by the District Company is not sufficient to make up the difference in receipts to the amount of the interest on outlay the deficit shall be carried to a suspense account (herein referred to as "the suspense account") which shall bear compound interest at the rate of four pounds per centum per annum and be liquidated as hereinafter provided.

(vi) If in any year any such deficits as aforesaid with interest thereon stand in the suspense account and if the payment which the District Company is required to make for that year under the foregoing provisions of this article is less than four thousand pounds that payment shall be increased to such a sum as may be necessary to liquidate the amount of the suspense account or as will bring the total payment to be made by the District Company in that year up to four thousand pounds whichever is the lesser sum. Any such increase in the payment made by the District Company shall be applied in or towards liquidating any such deficit or interest standing in the suspense account. Provided that the District Company shall in no event be liable to pay a greater sum in any one year than four thousand pounds in all.

(vii) The District Company may at their option at any time pay off any balance standing in the suspense account.

(viii) The yearly sum payable by the District Company under this article shall be payable by the District Company as a working

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A.D. 1912. expense of their railway and shall be paid within two calendar months after the thirty-first day of December in the year in respect of which the same is calculated.

(ix) A due proportion of such yearly sum shall be calculated up to the thirty-first day of December after the date at which the District Company commence to work over the western lines.

(x) If and so long as any such yearly sum not exceeding four thousand pounds in any year shall be in arrear for upwards of three months after the 31st day of December in any year wherein it ought to be paid the South Western Company may retain any moneys received by them at Wimbledon Station and East Putney Station and all intermediate stations from traffic booked from those stations to stations on the railway of the District Company and may apply the same in or towards payment of any such arrears and shall pay to the District Company any surplus thereof remaining after payment of such arrears.

(xi) Any questions that may arise under this article shall be determined by arbitration as hereinafter provided.

8.—(i) The District Company shall have the exclusive right in perpetuity to run over work and use with electrical and/or steam engines or other motive power cars carriages and waggons of every description and with officers and servants in charge of engines and trains for the purposes of traffic of every description the western lines together with the stations now or at any future time thereon and all sidings works and conveniences immediately 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.

(ii) The terms and conditions in respect of such exclusive right to run over work and use the western lines shall be those contained in the agreement of 1886 as varied by this agreement.

9. The District Company shall provide and run such service of electric trains on the western lines as will properly accommodate and fully and fairly develop and maintain the passenger traffic thereon.

10.—(i) The South Western Company at their own cost at all times shall well and efficiently maintain and staff the Wimbledon and Fulham Railway including the western lines and the eastern lines and the station accommodation now or at any future time thereon (except in respect of the matters mentioned in Article 12 hereof).

(ii) The South Western Company shall afford to the District Company reasonable space in positions to be mutually agreed upon the platforms and station buildings now or at any future time serving the

western lines for the purpose of placing their time tables and posters
The station name boards direction signs &c. upon the platforms of
station premises now or at any future time serving the western lines
shall conform as far as possible to the District Company's practice. A.D. 1912.

11.—(i) The South Western Company shall be liable for and shall
pay all rates taxes and other outgoings in respect of the Wimbledon
and Fulham Railway including the said western and eastern lines and
the station accommodation now or at any future time in connection
therewith.

(ii) 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 portion of the Wimbledon and Fulham Railway (including
the said western and eastern lines) or in respect of the station accom-
modation now or at any future time thereon the South Western Company
shall repay to the District Company any sums so paid.

12. The District Company shall at their own cost maintain the
signalling system on and electrical equipment of the western lines and
provide the necessary staff for the same and the South Western Company
shall afford to the District Company all reasonable facilities for so
doing.

13. The South Western Company shall not without the consent
in writing of the District Company at any time alter the western lines
to the prejudice of the District Company.

14. 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 agreement of 1903 and the payments
which they now make under Article 5 of the agreement of 1886 in
respect of the terminal accommodation at Wimbledon and the use
thereof.

15. Nothing herein contained shall except as herein expressly pro-
vided 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.

16. The South Western Company shall permit the District Company
without further payment to lay down maintain and use along or beneath
the western lines and the portion of the Wimbledon and Fulham Railway
extending from the western lines to the railway of the District Company
near Putney Bridge Station cables wires and other apparatus and to
form and maintain the necessary connections with the sub-station at
Wimbledon Park and shall afford to the District Company all reasonable
facilities for so doing and will permit the transmission of electrical

A.D. 1912. energy through such cables wires and other apparatus for use on the Wimbledon and Fulham Railway or on the other railways of the South Western Company or with the previous consent in writing of and upon such terms as may be agreed by the South Western Company for use by any other company or person whom the District Company are or may be authorised to supply with electrical energy.

17. 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 (except as herein otherwise provided) be referred to and determined by an arbitrator to be appointed upon the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding.

18. 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 } E. L.
presence of

W. E. MANDELICK Secretary.



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

G. KNIGHT Secretary.



THE THIRD SCHEDULE.

A.D. 1912.

SECTIONS AND PROVISIONS OF THE ACTS OF 1897 1901 1903 AND 1910 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 1903 AND 1910."

Marginal Note of Section.	Number of Section.
ACT OF 1897.	
Provisions as to use of electric power - -	87.
ACT OF 1901.	
For protection of Postmaster-General - -	12.
ACT OF 1903.	
As to lands on Embankment - - - -	18 subsection (7).
ACT OF 1910.	
For protection of London County Council -	40 subsection (2).

Printed by EYRE and SPOTTISWOODE, Ltd.,

FOR

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

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