



CHAPTER xlvii.

An Act for incorporating the Wimbledon and Sutton Railway Company and authorising them to construct railways and works in the county of Surrey and for other purposes. A.D. 1910.
[26th July 1910.]

WHEREAS the making and maintaining of the railways and works by this Act authorised in the county of Surrey would be of public and local advantage :

And whereas the persons in that behalf in this Act named with others are willing to carry the undertaking into execution on the powers herein-after contained being conferred upon them and it is expedient that they be incorporated into a company (herein-after called "the Company") for that purpose :

And whereas it is expedient that the Company and the other companies herein-after in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as herein-after provided :

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the railways as herein-after provided :

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

And whereas plans and sections showing the lines situation and levels of the railways authorised by this Act and a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of

A.D. 1910. the peace for the county of Surrey and are herein-after respectively referred to as the deposited plans sections and book of reference :

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

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:—

Short title. 1. This Act may be cited as the Wimbledon and Sutton Railway Act 1910.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expressions "the railway" "the railway by this Act authorised" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated. 4. Sir Henry George Smallman Herbert Duncan Searles-Wood Frederick Welstead William Ernest Reid Innes Henry Seymour Hoare Arthur Charles Bonsall William Knibb Appleton Walter Pewtress Appleton Bertha Louisa Fane Edward Kynaston Burstal William Stewart Thomson and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for

other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Wimbledon and Sutton Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act. A.D. 1910

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

- (1) A Railway (No. 1) 3 furlongs and 8 chains in length wholly in the parish and borough of Wimbledon commencing by a junction with the London and South Western Railway Company's Wimbledon and Fulham Line at a point forty-two yards or thereabouts in a north-easterly direction from the east corner of the goods shed of the said company at the north end of Wimbledon Station and terminating by a junction with Railways Nos. 2 and 3 at a point to the west of the London and South Western Railway seven yards or thereabouts from the footpath along the said railway from Wimbledon to Raynes Park and fifty yards or thereabouts south-west of the pathway leading from Courthope Villas to the said footpath:
- (2) A Railway (No. 2) 7·5 chains in length wholly in the parish and borough of Wimbledon commencing by a junction with Railway No. 1 at its termination herein-before described and terminating by a junction with the slow up line of the London and South Western Railway Company at a point twenty-seven yards or thereabouts in a south-westerly direction from the footbridge crossing the said line near the said company's engineering works at Wimbledon:

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- (3) A Railway (No. 3) 2 furlongs 9 chains in length wholly in the parish and borough of Wimbledon commencing by a junction with Railway No. 1 at its point of termination herein-before described and terminating by a junction with Railways Nos. 4 and 5 in the enclosure numbered 338 on the $\frac{1}{2500}$ Ordnance map of the said parish (edition 1894-96) at a point sixty-three yards or thereabouts measured in a north-easterly direction from the east corner of Messrs. Thompson and Sons' office building at Wimbledon:
- (4) A Railway (No. 4) 1 furlong 2·8 chains in length wholly in the parish and borough of Wimbledon commencing by a junction with Railway No. 3 at the point of termination herein-before described and terminating by a junction with the London and South Western Railway slow down line at a point thirty-eight yards or thereabouts measured in a north-easterly direction from the footbridge over the said line at the end of Merton Hall Road:
- (5) A Railway (No. 5) 4 miles 4 furlongs 5·8 chains in length commencing in the parish and borough of Wimbledon by a junction with Railway No. 3 at its termination at the point herein-before described and passing through the parishes of Morden and Cheam and the parishes and urban districts of Merton Carshalton and Sutton and terminating by a junction with Railway No. 7 at a point in the parish and urban district of Sutton four yards or thereabouts to the south of the northern fence of the London Brighton and South Coast Railway and one hundred and twenty-three yards or thereabouts from Bridge Road measured along the said fence in a south-westerly direction:
- (6) A Railway (No. 7) 9·1 chains in length wholly in the parish and urban district of Sutton commencing by a junction with Railway No. 5 at the termination thereof herein-before described and terminating at a point eight yards or thereabouts measured in a north-westerly direction from the south-west corner of the Sutton District Post Office buildings:

(7) A pathway commencing at or near the termination of Railway No. 7 before described in the said parish and urban district of Sutton aforesaid and terminating at a point on the London Brighton and South Coast Railway Company's main line up platform at their Sutton Station fifty yards or thereabouts west of the bridge carrying the Brighton Road over the said platform. A.D. 1910.

6. Notwithstanding anything shown on the deposited plans the Company shall not enter upon take or use the properties numbered on the said plans 105 and 106 in the parish and urban district of Sutton in the county of Surrey or any part thereof respectively except with the consent in writing of the Postmaster-General. For protection of Post Office.

7. Notwithstanding anything shown upon the deposited plans or included within the limits of deviation shown upon such plans the Company shall so construct the railway by this Act authorised as not to interfere in any manner with the railway or the Sutton Station of the London Brighton and South Coast Railway Company (in this section called "the Brighton Company") or any widening on the northern side of the Sutton Station of the Brighton Company which the Brighton Company have been authorised to carry out under the authority of Parliament except as regards the footpath shown on such plans giving access to the Brighton Company's station at Sutton and the position of such footpath shall be settled in the event of difference between the two Companies by arbitration in accordance with the provisions of the Arbitration Act 1889. For protection of London Brighton and South Coast Railway Company.

8. For the protection of the London Brighton and South Coast Railway Company (herein-after referred to as "the Brighton Company") the following provisions unless otherwise agreed in writing between the Company and the Brighton Company shall have effect:— For further protection of London Brighton and South Coast Railway Company.

(1) The Company shall not except in respect to the pathway by this Act authorised to be constructed in the parish and urban district of Sutton enter upon take or use any of the railways works lands or property of the Brighton Company:

(2) Notwithstanding anything contained in this Act or in any Act incorporated therewith the Company shall not

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without the consent in writing of the Brighton Company under their common seal purchase or acquire in connexion with the said pathway any of the lands or property of the Brighton Company but the Company may acquire and the Brighton Company shall if required grant to the Company an easement or right of constructing and maintaining the said pathway on or over so much of the lands and property of the Brighton Company as may be necessary and the sum to be paid for the acquisition of such easement or right shall be settled in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement Provided always that where the Company shall have acquired any such easement or right as aforesaid nothing in this Act shall except as aforesaid prevent the Brighton Company from using their lands and property as they may think fit:

- (3) All works in connexion with the said pathway involving interference with or in any way affecting the railways works lands and property of the Brighton Company (herein-after referred to as "the said works") shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the Brighton Company (herein-after referred to as "the engineer") and according to plans to be previously submitted to and approved by him in writing within one month after such submission or in case of disapproval as may be determined by arbitration in manner herein-after provided Provided that if for one month after the submission of the said plans the same shall not have been approved or objected to by the engineer the same shall be deemed to have been approved by him:
- (4) The said works shall be done by and at the expense of the Company who shall restore and make good to the reasonable satisfaction of the engineer any portion of the railways works lands or property of the Brighton Company which may be disturbed or interfered with and the said works shall be carried out so as to cause as little injury as may be to the railways works lands and property of the Brighton Company and so as not to cause any unnecessary interference with the passage

or conduct of the traffic on the railways of the Brighton Company or to the traffic to or from their Sutton Station Provided nevertheless that if the engineer shall think it necessary that the said works or any of them shall be done or carried out by the Brighton Company and shall notify such desire to the Company the said works in respect of which the engineer shall have notified such desire shall be done or carried out by the Brighton Company accordingly and the reasonable cost of the said works shall be repaid to the Brighton Company by the Company :

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- (5) The Company shall bear and on demand pay to the Brighton Company all reasonable costs of the superintendence by the engineer of the said works and all reasonable and proper costs of watching lighting and protection of the railways works lands or property of the Brighton Company during the carrying out of the said works but such superintendence by the Brighton Company shall not relieve the Company from liability for any accident which may be occasioned by or through the said works or by their contractors agents and workmen :
- (6) If any interruption of traffic shall arise from or be in any way owing to the said works or to the failure thereof the Company shall make full compensation to the Brighton Company in respect thereof :
- (7) If the Brighton Company in connexion with any widening alteration or extension of their railways works or station require the Company to alter the level or position of the said pathway all questions as to the necessity of such alteration and as to the level or position of such altered pathway and as to the payment of the expenses of such alteration shall be settled in the event of difference between the Brighton Company and the Company by arbitration as herein-after provided :
- (8) The said pathway shall only be used as a means of interchange for passengers to or from the railway of the Company who have travelled or are about to travel by the railways of the Brighton Company :

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- (9) Any dispute or difference which may arise between the Company and the Brighton Company with reference to any of the provisions of this section or in any way arising thereout shall be settled by a single arbitrator to be agreed upon between the Company and the Brighton Company or failing agreement by an engineer to be appointed by the Board of Trade on the application of the Company and the Brighton Company or either of them.

For protection of London and South Western Railway Company.

9. The following provisions for the protection of the London and South Western Railway Company (in this section referred to as "the South Western Company") shall unless otherwise agreed in writing between the Company and the South Western Company apply and have effect:—

- (1) The Company shall furnish to the South Western Company proper and sufficient plans sections and specifications of the works proposed to be executed by the Company in connexion with the junctions of Railways Numbers 1 2 and 4 with the South Western Railway and of such part of Railway Number 3 by this Act authorised as will pass under the railways or sidings of the South Western Company and of any alteration of the existing works of the South Western Company at Wimbledon Station (herein-after referred to respectively as "the said plans" and "the said works") and the said plans shall be settled and agreed upon between the respective engineers of the Company and of the South Western Company and in the event of the plans not being approved within one month the same shall be settled by arbitration as herein-after provided and the said works if and when commenced shall be constructed and maintained only in accordance with the said plans as agreed or determined by arbitration and under the superintendence and to the reasonable satisfaction of the engineers of the South Western Company (in this section called "the engineer") and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with with all reasonable dispatch:
- (2) Where Railway Number 3 will pass under the South Western Railway the Company shall construct a bridge

to carry the said Railway Number 3 under the whole extent of the South Western Company's property and a vertical distance of at least twenty-one inches shall be left between the level of the upper surface of the rails of the South Western Company and the top of the tunnel or other work to be constructed under the powers of this Act :

- (3) The Company shall at all times maintain the railways and other works by this Act authorised affecting the railways and other works of the South Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the South Western Company may make and do in and upon as well the lands and property of the Company as their own lands all such works and things as may be reasonably necessary in consequence of such failure and the sum from time to time certified by the engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them on demand by the Company. The engineer and his duly authorised assistants shall at all reasonable times during the construction have free access to the railways by this Act authorised affecting the railways and other works of the South Western Company and every facility shall be afforded them for the inspection thereof and every reasonable notice which they may give touching any defects shall except in cases of difference immediately or as soon as practicable be complied with by the Company :
- (4) If during the construction or by reason of the execution or user of the railways and other works by this Act authorised the railways works or other property of the South Western Company shall be injured or damaged by such construction execution or user such injury or damage shall forthwith be made good by the Company at their own expense or in the event of their failing so to do the South Western Company may make good the same and recover the costs thereof against the Company :
- (5) The Company shall in constructing or maintaining and working or using the railways and works by this Act

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authorised so far as the same affect the railways of the South Western Company effectually support the running lines of the South Western Company and shall not in any manner obstruct hinder or interfere with the free and uninterrupted and safe user of the railways of the South Western Company or any traffic to from or on those railways and if at any time or times thereafter the free uninterrupted and safe user of or any traffic to from or on such railways shall be obstructed hindered or interfered with contrary to this enactment the Company shall pay to the South Western Company all costs and expenses to which that Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such obstruction hindrance or interference:

- (6) The Company shall before commencing the construction or the structural alteration renewal or repair of the railways junctions and other works by this Act authorised under or adjacent to the railways works and other property of the South Western Company give one month's previous notice in writing to the engineer of the intended works and during the execution thereof shall bear and on demand pay to the South Western Company the reasonable costs charges and expenses of a sufficient number of inspectors or watchmen to be appointed by them for watching the railways and other property of the South Western Company with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:
- (7) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South Western Company all costs losses damages and expenses which may be occasioned (otherwise than by abstraction of traffic or interference with any future widening of the railways of the South Western Company) to them or to any of the railways works lands or property belonging to or vested in them or to any person or persons using the same or otherwise by

reason of the construction maintenance failure working or user of the railways and works by this Act authorised or of any act omission or default of the Company or of any of the persons in the employ of themselves or of their contractors or others and the Company shall effectually indemnify and hold harmless the South Western Company from all claims and demands upon or against them by reason of such construction maintenance failure working or user as aforesaid and of any such omission or default:

- (8) Any additional expense which the South Western Company may incur in reconstructing the buildings and sheds interfered with by the construction of the railways by this Act authorised or in renewing repairing or maintaining their railways or any works connected therewith by reason of the construction maintenance or user of the railways and works by this Act authorised shall be paid by the Company:
- (9) The Company shall pay to the South Western Company in respect of the user of any station or other accommodation on the property of the South Western Company at Wimbledon such sum as may be agreed or failing agreement as may be settled by arbitration as herein-after provided:
- (10) The Company shall not without the previous consent in writing of the South Western Company under their common seal acquire or use more of the land or property of the South Western Company in the parish and borough of Wimbledon than will be necessary for the construction of Railways Numbers 1 2 and 4 and the works connected therewith:
- (11) In constructing Railways Numbers 2 and 4 by this Act authorised the junctions thereof with the London and South Western Railway shall be made at such points and in such manner as shall be agreed between the Company and the South Western Company or settled by arbitration as herein provided:
- (12) If by reason of the construction of Railways Numbers 1 2 3 and 4 or any works in connexion therewith any additions to or alterations of the South Western

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Company's existing signals or other works are in the opinion of the engineer required the same shall be executed by the South Western Company at the sole cost and expense in all things of the Company:

- (13) If any difference shall arise between the Company and the South Western Company under this section or if the decision of the engineer under subsection 12 hereof is not accepted by the Company such matter in dispute shall be referred to and be determined by an engineer or other fit person to be mutually nominated by the respective engineers of the Company and the South Western Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the South Western Company and the provisions of the Arbitration Act 1889 shall apply to any such reference.

As to
Wimbledon
Station.

10. If the London and South Western Railway Company shall receive under the provisions of clause 5 of the agreement dated 17th June 1886 and made between the London and South Western Railway Company of the one part and the Metropolitan District Railway Company of the other part in respect of the terminal accommodation at Wimbledon Station a less sum than they now receive from the Metropolitan District Railway Company in respect of such accommodation the Company shall be responsible to the London and South Western Railway Company for any such deficiency.

For protec-
tion of
Metropolitan
District
Railway
Company.

11. The following provisions for the protection of the Metropolitan District Railway Company (in this section referred to as "the District Company") shall unless otherwise agreed in writing between the Company and the District Company apply and have effect:—

- (1) Before the Company open for traffic any of the railways by this Act authorised they shall at their own cost construct Railway No. 1 forming a junction with the London and South Western Railway Company's Wimbledon and Fulham Line and the Company shall thereafter maintain such railway and junction:
- (2) No alteration of the Wimbledon Station shall be carried out by the Company so as to affect or prejudice the user thereof by the District Company without the consent of that company:

(3) If and when the District Company give notice of their intention to exercise their running powers over the railways by this Act authorised (other than railways numbered 2 and 4) the Company shall forthwith at their own cost equip the railways by this Act authorised (other than railways numbered 2 and 4) for working by electrical traction so as to conform with the standards of the District Company and to enable the rolling stock of the District Company to be worked over the railway by electrical power. A.D. 1910.

12.—(1) The Metropolitan District Railway Company may run over and use with their engines cars carriages and waggons officers and servants whether in charge of engines cars and trains or for any other purpose whatsoever and for the purposes of traffic of every description the railways by this Act authorised (other than railways numbered 2 and 4) Together with all stations and all roads platforms points signals water water engines engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery electrical equipment (including electrical energy) works and conveniences on or connected with the said railway and stations respectively. And as regards traffic of every description conveyed by them the Metropolitan District Railway Company may demand and take upon and in respect of the said railways the rates and charges which the Company are entitled to demand and take. Running powers to Metropolitan District Railway Company.

(2) The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other considerations to be paid by the Metropolitan District Railway Company for and in respect of the use of the said railways stations works and conveniences shall be such as may be agreed upon between the Company and the Metropolitan District Railway Company or failing agreement as may be determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either Company by the Chairman of the Railway Companies Association.

(3) In running over and using the said railways and using the stations sidings electrical equipment and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the said railways shall be at all times observed so far as such byelaws shall be applicable.

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Power to
deviate.

13. In making the railway by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding ten feet upwards or downwards from the line denoting the upper surface of the rails.

Capital.

14. The capital of the Company shall be three hundred and fifty thousand pounds in thirty-five thousand shares of ten pounds each.

Shares not
to be issued
until one-
fifth paid.

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

Calls.

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

Power to
divide
shares.

17. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may divide any shares in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends
on half
shares.

18. The dividends which would be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder

(if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have been payable on the entire share if the same had not been divided. A.D. 1910.

19. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company. Dividends on preferred half shares to be paid out of profits of year only.

20. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it. Half shares to be registered and certificates issued.

21. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share. Terms of issue to be stated in certificates.

22. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest. Forfeiture of preferred half shares.

23. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred half shares not to be cancelled or surrendered.

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Half shares
to be half
shares in
capital.

24. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow on
mortgage.

25. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one-third part of the amount of the share capital of the Company at the time being actually issued and accepted but no part of any such sum or sums shall be borrowed until the shares in respect of which the borrowing power is exercised are issued and accepted as aforesaid and one half thereof is paid up and the Company shall have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares have been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share issued and accepted has been paid on account thereof before or at the time of the issue or acceptance thereof and that such share was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Appoint-
ment of a
receiver.

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

Debenture
stock.

27. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the

interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. A.D. 1910.

28. The Company may create and issue as redeemable stock all or any portion of the debenture stock which they are by this Act authorised to create and issue and such stock created as redeemable stock shall be redeemed by the Company at such date or on such event and on such terms and conditions and in such manner as the Company may determine at the time of creating and issuing such stock. Debenture stock may be redeemable.

29. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not *sui juris*.

30. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable. Application of moneys.

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

32. The number of directors shall be seven but the Company may vary the number provided that the number be not at any time more than seven or less than three. Number of directors.

33. The qualification of a director shall be the possession in his own right of not less than twenty-five shares. Qualification of directors.

34. The quorum of a meeting of directors shall be three. Quorum of meeting of directors.

35. Sir Henry George Smallman Herbert Duncan Searles-Wood William Ernest Reid Innes Frederick Welstead Henry Seymour Hoare Edward Kynaston Burstal and one person to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders. First directors.

A.D. 1910. Election of directors. present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead.

Lands for extra-ordinary purposes.

36. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

37. The powers of the 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.

Persons under disability may grant easements &c.

38. 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 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 stop up roads.

39. The Company may stop up the portion of the roads known as Alt Grove and Tabor Grove shown upon the deposited plans and sections and thereupon all public rights of way over that portion of the roads shall be extinguished but such roads shall not be stopped up unless the Company are owners in possession

of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of those houses and lands may otherwise agree. A.D. 1910.

40. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. As to private rights of way over lands taken compulsorily.

41. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains 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 or gas (as the case may be) are appropriated. Protection of gas and water mains of local authorities.

42. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise. Owners may be required to sell parts only of certain lands and buildings.

A.D. 1910.

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

43. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of eighteen thousand eight hundred and eighty-one pounds eight shillings and elevenpence two and a half per cent. consolidated stock being five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section. Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

44. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose

property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be retransferred to the depositors Provided that until the deposit fund has been retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

A.D. 1910.

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

Period for completion of works.

46. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

Tolls.

47. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the London and South Western Railway Company (Rates and Charges) Order (which Order is scheduled to and confirmed by the London and South Western Railway Company (Rates and Charges) Order Confirmation Act 1891) other than the provisions of Scale I. of Part I. of the said schedule shall be applicable

Rates for merchandise.

A.D. 1910. and apply to the Company as if it were one of the railway companies named in the schedule to the Order confirmed by the said Act:

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for small parcels.

48. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger train the Company may demand and take any charges not exceeding the following (that is to say):—

For any parcel not exceeding seven pounds in weight three-pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

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

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

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

Maximum fares for passengers.

49. The maximum fares to be charged by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three-pence per mile;

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

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile. A.D. 1910.

50. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers luggage.

51. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway. Foregoing charges not to apply to special trains.

52. The Company on the one hand and the Metropolitan District Railway Company (herein-after referred to as "the District Company") on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements and arrangements with respect to the following purposes or any of them (that is to say):— Power to enter into working and traffic agreements.

The working use management and maintenance of the railway or some part or parts thereof by the District Company;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railway of the District Company;

The supply and maintenance by the District Company under and during the continuance of any such agreement as aforesaid for the working of the railway of engines cars stock and plant necessary for the purposes of such agreement and the employment of officers and servants;

The payments to be made and the conditions to be performed with respect to such working use management and maintenance;

The appointment of directors of the Company and of joint committees;

A.D. 1910.

The fixing subject to the authorised maximum rates and the collection payment division and apportionment of the tolls rates and charges and other profits arising from the traffic on from or over the railways or portions of railways of the District Company and of the Company.

Agreements
as to supply
of electricity
for working
railway.

53. The Company on the one hand and the Metropolitan District Railway Company and the Underground Electric Railways Company of London Limited (herein-after referred to as "the contracting Companies") or either of those Companies on the other hand may enter into agreements and arrangements with respect to the production transformation and supply of electrical energy for the purposes of working the undertaking of the Company and the grant by one or other of the contracting Companies to the Company of any necessary or convenient wayleaves for the purposes of affording such supply and as to the payments to be made and the conditions to be performed with reference to the supply of electrical energy or of the granting of wayleaves:

Provided that—

- (1) The provisions of the section of this Act the marginal note of which is "For protection of Postmaster-General" shall apply to any supply by the contracting Companies or either of them of electrical energy for the purposes of the undertaking of the Company; and
- (2) Nothing in this section or in any agreement or grant of wayleaves and nothing done under any such agreement or grant shall prejudice or affect the rights of the Postmaster-General in relation to the railways of the Metropolitan District Railway Company under the Telegraph Act 1868 or under the award of Sir Henry Singer Keating dated the 2nd day of January 1879 or operate in such a manner as to interfere with or involve additional expense in the exercise of any such rights.

Through
cars and
carriages.

54. For the purposes of and to enable the Metropolitan District Railway Company to carry into effect any agreement or arrangement entered into under the provisions of this Act the Metropolitan District Railway Company may carry in through cars and carriages on and over the Wimbledon and Fulham Section of the London and South Western Railway all traffic

arising on or destined for or passing over the railways by this Act authorised. A.D. 1910.

55. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is worked by the Metropolitan District Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Saving for
Postmaster-
General.

56. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways of the Company by the Metropolitan District Railway Company the railways of the Company and so much of the Wimbledon and Fulham Section of the London and South Western Railway as lies between the junction of Railway No. 1 by this Act authorised and the junction with the railway of the Metropolitan District Railway Company at Putney Bridge shall for the purposes of calculating the maximum rates and charges be considered as one railway and where different scales of rates and charges are applicable to different parts of the railways of the three Companies or any of them over which merchandise is conveyed the maximum charge for each part of the entire distance shall be calculated at the maximum rate which according to the scale applicable to such part would be chargeable for the entire distance.

During con-
tinuance of
working
agreement
between
Company
and District
Company
railways of
Company
and part of
Wimbledon
and Fulham
Section to
be treated as
one railway
in calculating
maximum
rates and
charges &c.

57. The Metropolitan District Railway Company may afford all due and reasonable facilities on and over the Wimbledon and Fulham Section of the London and South Western Railway for receiving forwarding and delivering all the traffic coming from or destined for the railways by this Act authorised without any unreasonable delay and so that no obstruction may be offered to the public desirous of using the railways by this Act authorised and the said Wimbledon and Fulham Section as a continuous line of communication.

Traffic
facilities.

A.D. 1910.

Power to
construct
branch rail-
ways &c. for
accommo-
dation of
owners &c.

58. The Company may enter into and carry into effect agreements with any owner or lessee of lands or of any other works adjoining or near to any of the railways by this Act authorised as to the construction use and maintenance of branch railways sidings and junctions on lands belonging to them or on lands acquired for the purposes of this Act to be connected with such railways and may apply their funds for that purpose and may take similar tolls rates and charges therefor as are authorised by this Act.

Agreements
with local
authorities
&c. as to
supply of
electrical
energy.

59. The Company and the local authority of any district authorised to generate and supply electrical energy in which any of the railways may be situate and any company or person authorised to generate and supply electrical energy may enter into and carry into effect agreements for or with respect to all or any of the following purposes and all matters incidental thereto (that is to say):—

(1) The supply to the Company by the local authority company or person of electrical energy for the working of any railways which may for the time being be worked by the Company by electrical power under the provisions of this Act or otherwise Provided that any supply of electrical energy by any such local authority company or person to the Company shall be subject to the provisions of the respective Acts or Orders under which such local authority company or person may be empowered to supply electrical energy :

(2) The payments to be made or other consideration to be given in respect of any such supply.

Railway may
be worked by
electrical
power.

60. Subject to the provisions of this Act and of any regulations to be prescribed by the Board of Trade (in this Act referred to as "the Board of Trade regulations") the Company may work the traffic on the railway by electrical power and for that purpose may lay down along the railway and maintain and use mains lines and apparatus for transmitting electrical energy.

Provisions
as to use of
electrical
power.

61. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages:—

(1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance :

- (2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus: A.D. 1910.
- (3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return:
- (4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking:
- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction

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erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :

- (6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :
- (7) The Company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order :
- (8) The expression "Company" in this section includes licencees and any person owning working or running carriages over any railway of the Company.

For protection of
Postmaster-
General.

62. In the event of the railway or any part thereof being worked by electrical power the following provisions shall have effect in respect of telegraphic lines from time to time laid down

or used by the Postmaster-General other than such as are laid down or placed by him on or along the railway :— A.D. 1910.

The Company shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with any such telegraphic lines as aforesaid or with telegraphic communication by means of such lines :

And the following provisions shall have effect in respect of the telegraphic lines of the Postmaster-General laid down or placed on or along the railway :—

- (1) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration :
- (2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection :
- (3) Before any electric line is laid down or any act or work for working the railway by electrical power is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of

A.D. 1910.

the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work. Any difference which arises between the Postmaster-General and the Company as to any requirements so made shall be determined by arbitration:

And the following provisions shall have effect in respect of all telegraphic lines of the Postmaster-General:—

- (1) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations:
- (2) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other persons generating or using electric currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments (by working their generating stations running their cars or otherwise working any part of their undertaking or in case of continuous working by stopping the current generated for the

purpose of their undertaking at such times as would not unduly interfere with the traffic) as he may deem necessary to enable him to discover which of the undertakings causes the disturbance and such tests shall be carried out by the Company as and when required by the Postmaster-General:

- (3) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:
- (4) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the Court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:
- (5) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:
- (6) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act:
- (7) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882:
- (8) Any question or difference arising under this section which is directed to be determined by arbitration shall

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be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply to any such arbitration :

- (9) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid :
- (10) In this section the expression "the Company" includes their lessees and any person owning working or running carriages on any of the railways of the Company.

For protec-
tion of
National
Telephone
Company
Limited.

63. For the protection of the National Telephone Company Limited (in this section referred to as "the telephone company") the following provisions shall apply and have effect (that is to say) :—

- (1) The Company shall not at any time during the currency of the telephone company's licence from the Postmaster-General to conduct telephonic business remove or interfere with any poles wires pipes conduits or other apparatus (in this section referred to as "apparatus") of the telephone company situate on any lands acquired by the Company under the powers of this Act except where the Company require so to do for the purposes of their undertaking and in such case the Company shall at their own expense prior to any such interference provide substituted apparatus in such positions as may be reasonably approved by the telephone company and if at any time during the currency of the said licence the Company shall require to remove or interfere with such substituted apparatus they shall provide other substituted apparatus in accordance with the foregoing provisions of this section :
- (2) If any difference arises under this section between the Company and the telephone company such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

64. Notwithstanding anything in this Act contained the following provisions for the protection of the county council of the administrative county of Surrey (in this section called "the council") shall have effect unless otherwise agreed in writing between the council and the Company (that is to say):—

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For protec-
tion of Sur-
rey County
Council.

- (1) The Railway No. 5 by this Act authorised shall be carried over the main road from London to Epsom by means of a girder bridge having a span of not less than 70 feet measured at right angles with the direction of the said road between the inside walls thereof and a clear headway throughout the entire width of not less than 17 feet above the surface of the said road:
- (2) The said bridge shall be constructed and maintained so as to prevent as far as practicable the dripping of water on to the said road or the footpaths at the side thereof from the said bridge:
- (3) The roadway under the said bridge shall at all times be lighted to the reasonable satisfaction of the surveyor for the time being of the council by and at the expense of the Company:
- (4) If the Company for the purpose of providing the afore-said headway of 17 feet shall lower the roadway under the said bridge the following provisions shall have effect:—

(A) The lowering of the said roadway shall be carried out by and at the expense of the Company with such gradients and with such materials and system of drainage and generally in such manner as the said surveyor shall reasonably approve;

(B) The Company shall to the satisfaction of the said surveyor construct footpaths 6 feet in width with granite kerbs and channels on both sides of the roadway between the extreme points of lowering the same;

(C) The said roadway and footpaths shall thereafter be at all times maintained by the council so as to accord with the adjoining roadway and footpath at either end and the expense of such maintenance shall be repaid by the Company to the council on demand:

A.D. 1910.

- (5) If any difference shall arise between the Company and the council respecting any matter under this section such difference shall be referred to and determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of Mer-
ton Urban
District
Council.

65. The following provisions for the protection and benefit of the Merton Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to so much of the railways and works by this Act authorised as shall be within the district of the council (that is to say):—

- (1) The said railways shall be carried over each of the roads known respectively as Kingston Road and Cannon Hill Lane and the strip of land known as The Chase by means of bridges to be provided and maintained by the Company and each of such bridges shall be constructed of a clear span throughout measured on the square across the said roads and place respectively and with the headways throughout from the existing level of the said roads and place respectively as is in this section herein-after provided (that is to say):—

The bridge over the said Kingston Road shall be constructed with a clear span of 55 feet and with a headway of 17 feet above the level of the kerb of the footpath;

The bridge over the said Cannon Hill Lane shall be constructed with a clear span of 40 feet and with a headway of 16 feet;

The bridge over the said Chase shall be constructed with a clear span of 50 feet and with a headway of 16 feet:

And in the construction of each of the said bridges respectively such provision shall be made to the reasonable satisfaction of the council as shall be adequate

and effectual to secure the discharge of water dripping through the bridge into a proper drain and to prevent any such water dripping into the road, footway or way beneath the bridge and the Company shall at all times at their own expense and to the reasonable satisfaction of the council provide and maintain by means of approved lamps to be erected and maintained by them adequate and proper lighting under each of the said bridges during such hours as the public lamps in the district shall from time to time be lighted: A.D. 1910.

- (2) In the event of a road being constructed through the said Chase and for the purposes thereof the Company shall convey to the council (free of charge) the land between the abutments of the bridge to be constructed thereover as in this section provided and so much of the land on either side thereof owned by the Company as shall be necessary for the said purposes:
- (3) The Company shall carry the road known as Green Lane over the said railways by means of a bridge with approaches thereto of which the width throughout shall be not less than 40 feet and of which the gradient shall in no part be more than 1 in 30:
- (4) The Company shall divert the footpath running from Cannon Hill Lane aforesaid to Raynes Park along the southern side of their proposed railways so that a junction thereof with the said Cannon Hill Lane shall be on such southern side:
- (5) In any case where the said railways shall be carried over any road within the district of the council (not being a road repairable by the inhabitants at large) and the council shall order such road to be paved metalled flagged channelled or made good any expenses thereafter and therein incurred by the council shall (notwithstanding any provision to the contrary) be paid by the Company to the council and the council shall be entitled to recover the same from the Company in a summary manner according to the frontage of the bridge or embankments or other the property of the Company to such road:

A.D. 1910.

(6) The Company at their own expense but under the superintendence and subject in all things to the approval of the council shall—

(A) Where the railway crosses any watercourse stream or ditch provide and maintain adequate and proper culverts for the passage of the water thereunder; and

(B) Divert or connect any sewers or drains which may be interfered with by or in the construction of the said railways:

(7) Where the surface of any road or street or any sewer of the council has been interfered with or disturbed by the Company in constructing or maintaining the said railways or exercising the powers of this Act the Company shall well and efficiently and to the satisfaction of the council restore the surface of the road or street or the sewer so interfered with or disturbed as the case may be:

(8) In case of any difference between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Sutton Urban District Council.

66. The following provisions for the protection and benefit of the Sutton Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to so much of the railways and works by this Act authorised as shall be within the district of the council (that is to say):—

(1) Before opening for public traffic any part of the said railways the Company shall at their own costs carry out and complete to the reasonable satisfaction of the council the following street and road widenings and

improvements within the district of the council (that is to say):— A.D. 1910.

(A) Bridge Road to be widened to a width of 40 feet from Grove Road to the Railway Bridge;

(B) Cheam Road to be widened to a width of 40 feet in front and to the extent of the frontage to the road of the premises known as "Stambourne" and situate on the south side of the road and of the premises known as "St. Norberts" and situate on the north side of the road;

(C) Western Road to Tate Road entrance to be widened to a width of 40 feet to the satisfaction of the council:

(2) The said railways shall be carried over each of the roads known respectively as Pylbrook Road Bushey Lane and Stayton Road by means of a bridge to be provided and maintained by the Company as though the said roads were public highways repairable by the inhabitants at large and the said bridges had been shown on the deposited plans and sections:

(3) Every bridge carrying the said railways over any road within the district of the council whether repairable by the inhabitants at large or otherwise shall be constructed with a clear span of not less than the full width of the road over which the bridge passes or of 40 feet whichever shall be the greater and in either case measured on the square across such road and with a clear headway throughout from the existing level of the road of not less than 16 feet and in the construction of such bridge such provision shall be made by means of a shield of corrugated iron or other material to the reasonable satisfaction of the council as shall be adequate and effectual to secure the discharge of water dripping through the bridge into a proper drain and to prevent any such water dripping on to the road or footway beneath the bridge:

(4) In any case where the said railways shall be carried over any road within the district of the council (not being a road repairable by the inhabitants at large)

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and the council shall order such road to be paved metalled flagged channelled or made good any expenses thereafter and therein incurred by the council shall (notwithstanding any provision to the contrary) be paid by the Company to the council and the council shall be entitled to recover the same from the Company in a summary manner according to the frontage of the bridge or embankments or other the property of the Company to such road :

- (5) The Company shall not in any way decrease the width of the Sutton Common Road or otherwise interfere with the surface of such road and the council shall maintain and continue to maintain such surface over the bridge to be constructed by the Company to carry the said road over the said railways and in respect thereof the Company shall pay to the council such sum each year as shall be agreed or be settled by arbitration in the manner herein-after provided :
- (6) The Company shall at their own costs but under the superintendence and subject in all things to the reasonable approval of the council carry out the following works :—
- (A) Divert the storm water and sewage sewers of the council in Cheam Road ;
 - (B) Culvert the Pylbrook stream for the full width of the railway by means of a brick culvert of not less than 7 feet in diameter on the inside thereof ;
 - (C) Divert the stream at Love Lane or provide a culvert therefor of not less than 4 feet in diameter on the inside thereof ;
 - (D) Divert and connect any sewers and drains which may in any way be interfered with by or in the construction of the said railways :
- (7) Where the surface of any road or street or any sewer of the council shall be interfered with or disturbed by the Company in constructing or maintaining the said railways or exercising the powers of this Act the Company shall well and efficiently and to the reasonable satisfaction of the council restore the surface

of the street or the sewer so interfered with or disturbed : A.D. 1910.

- (8) The Company in substitution for the 26 poles of land fronting to Collingwood Road shall purchase and at the cost of the Company in all things shall transfer to the council for an estate in fee simple all that land known as "The Pond" situate in Mitchells Brickfield except so much thereof as is required for the construction of the line delineated on the plan approved by the council and signed by Charles Chambers-Smith on behalf of the council and William Vaux Graham on behalf of the Company together with an approach thereto from the recreation ground of not less than 20 feet in width :
- (9) Nothing in this section contained shall prejudice any rights the council or their tenants might have had to compensation under the Lands Clauses Consolidation Act 1845 if this section had not been passed :
- (10) In the event of any difference arising between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

67. 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 Board and the Company have effect (that is to say):— For protec-
tion of
Metropolitan
Water
Board.

- (1) In constructing Railway No. 5 by this Act authorised over the property numbered on the deposited plans 1 in the parish of Merton the Company shall carry the said railway over the said property by means of a girder bridge the abutments of which shall be so placed as not to encroach upon any part of the said property and shall be carried to a depth below the surface of the ground not less than the depth of the lowest part of the mains of the Board laid in

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and under the said property The said bridge shall have a headway of not less than 14 feet throughout :

- (2) The Company shall construct the bridge for carrying the said Railway No. 5 over the road numbered on the deposited plans 8 in the said parish of Merton so that the abutments therefor shall not encroach upon any part of the said road and shall be carried to a depth below the surface of the said road not less than that of the lowest part of any of the mains of the Board laid in the said road :
- (3) In constructing the said Railway No. 5 under the road numbered 15 in the parish of Morden the Company shall if required by the Board provide and thereafter maintain in the bridge for carrying the said road over the said railway accommodation for a main having an internal diameter of not less than thirty-six inches or with the consent of the Board (to be given or withheld at their absolute discretion) accommodation for two or more mains of an aggregate capacity not less than the equivalent of the capacity of such first-mentioned main Such accommodation shall be situate beneath the footpath or footpaths (if any) of such bridge or their accommodation shall be provided in such manner as may be agreed upon or failing agreement to be determined by arbitration in manner herein-after provided :
- (4) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not without the consent of the Board enter upon take or use any property of the Board but the Company may acquire and the Board shall if required by the Company grant to them such easements or rights in over or affecting such property as may be reasonably required by the Company for the purposes of their undertaking :
- (5) All works to be constructed by the Company over under or affecting any road in which any main pipes valves hydrants syphons plugs or other works (in this section called "apparatus") of the Board are laid or situate (including the works specifically referred to in this section) shall be constructed at the expense of the Company under the superintendence of the Board

and in accordance with plans sections and particulars to be previously submitted to and approved by the Board: A.D. 1910.

- (6) If it shall be necessary in the execution of the works by this Act authorised to interfere with or alter any apparatus belonging to the Board or to support the same or to substitute temporarily or otherwise any apparatus or to lay or place under any such apparatus cement concrete or other like substance such alterations or other operations shall be carried out by the Board and the reasonable cost incurred by them in so doing shall be repaid to them by the Company:
- (7) The Company shall be responsible for and shall make good to the Board all loss or damage which the Board may sustain by reason or in consequence of any injury to any apparatus of the Board caused whether directly or indirectly by any act default or omission of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them whether during or after the construction of the works of the Company or of any protective works or by the execution or failure of any of such works:
- (8) If any interruption in the supply of water by the Board shall without the written authority of the Board be in any way occasioned either by the execution or failure of the works by this Act authorised or of any protective works or by any act omission or default of the Company or 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 pay to the Board all loss costs damages and expenses which the Board may sustain or incur by reason of such interruption:
- (9) Except as by this section otherwise expressly provided the Company shall in constructing within the limits of supply of the Board any bridge for carrying any public roadway over the railways or works by this Act authorised or any of them at their own expense provide and thereafter maintain in such bridge

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accommodation for the apparatus of the Board already existing in or under the said roads and in the case of Wimbledon Hill Road shall provide further accommodation for one main having an internal diameter of not less than 12 inches. Such accommodation shall be situate beneath the footpath or footpaths (if any) of each such bridge as aforesaid or their accommodation shall be provided for in such other manner as may be agreed upon or failing agreement to be determined by arbitration in manner herein-after provided :

- (10) The expense of all works whether of construction maintenance or repair of any apparatus of the Board which may at any time be rendered necessary either by the execution or failure of the works by this Act authorised by any act omission or default of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or by reason of any subsidence resulting from the construction or failure of such works and the expense of the maintenance and repair of all protective works to be executed under the provisions of this section shall be borne and paid by the Company :
- (11) Whenever by reason or in consequence of the stopping up under the powers of this Act of any street or road any apparatus of the Board situate in or under the streets or roads so stopped up shall be rendered derelict or unnecessary the Company shall forthwith after such stopping up pay to the Board such a sum as may be agreed between the Board and the Company or as failing such agreement may be determined by arbitration as herein-after provided to be the value of—
- (A) the apparatus situate in and under the street or road so stopped up ; and
- (B) any apparatus of the Board connected with the property of the Board and used exclusively for the purposes of the supply of water to any premises to which a supply is furnished by means of the apparatus in and under the street or road stopped up :

- (12) In addition to the payment referred to in the last preceding subsection of this section the Company shall pay to the Board their charges of and incidental to the cutting off of any such apparatus as is referred to in the said subsection from any other apparatus of the Board and of and incidental to any other works or things rendered necessary or expedient in consequence of any apparatus of the Board being rendered derelict or unnecessary by the stopping up of streets or otherwise:
- (13) If any difference shall arise under this section between the Board and the Company the same shall be referred to an arbitrator to be agreed upon or failing such agreement 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 any such reference.

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68. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the Sutton District Water Company (in this section referred to as "the water company") shall unless otherwise agreed in writing between the Company and the water company apply and have effect namely:—

For protec-
tion of Sut-
ton District
Water Com-
pany.

- (1) Section 20 of the Railways Clauses Consolidation Act 1845 shall be read and construed for the purposes of this section as if the word "thirty" were substituted for the word "eighteen" therein:
- (2) In the event of it being necessary for the Company in constructing the railway by this Act authorised to raise the level of any road or bridge approach under which any mains or pipes belonging to the water company are laid they shall not cover any of such mains or pipes to a greater depth than thirty-six inches:
- (3) In the event of it being necessary in order to comply with the requirements of this section to remove or displace any such pipes or mains such pipes or mains shall be reinstated at the expense of the Company in such a manner as shall be reasonably approved by the engineer of the water company:

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- (4) If any difference shall arise between the Company and the water company in respect of any of the matters in this section contained such difference shall be referred to an arbitrator who failing agreement between the parties shall be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of
Mitcham and
Wimbledon
District
Gaslight
Company.

69. For the protection of the Mitcham and Wimbledon District Gaslight Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

- (1) Before commencing any works by this Act authorised in or under any streets in or under which any mains pipes syphons tubes or other works (herein-after called "apparatus") of the gas company are situate the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least twenty-eight days before the commencement of any such works:
- (2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus 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 substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such

superintendence shall be paid by the Company Provided that if the gas company by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof:

- (3) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within twenty-eight days the said works shall be executed in strict accordance therewith:
- (4) In any case where the Company may construct a bridge for carrying a road over the railways by this Act authorised provision shall be made for the gas company's mains to be laid with sufficient covering to meet statutory requirements but the gas company shall be at liberty at their option to lay their mains alongside any such bridge:
- (5) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus belonging to them 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 the gas company:
- (6) If the Company for any of the purposes of this Act take any apparatus belonging to the gas company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to such streets highways roads footpaths lanes courts passages and other places they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of

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removing or altering any of their apparatus in immediate communication therewith which the works of the Company shall render useless or which shall be required to be altered:

- (7) If any interruption in the supply of gas by the gas company shall 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 the gas company for the use and benefit of the gas company such a sum as may represent the damage caused for every day during which such interruption shall continue:
- (8) The expense of all repairs or renewals of any apparatus of the gas company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the said works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by the gas company in any court of competent jurisdiction:
- (9) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section 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 and the Arbitration Act 1889 shall apply to any such reference.

For protection of Morden Estate.

70. For the protection of the Morden Estate in the county of Surrey of which estate Gilliat Edward Hatfeild is or claims to be the owner in fee and for the protection of the said Gilliat Edward Hatfeild or other the owner or owners for the time being of the said estate or any or either of them (all of

whom are in this section referred to as and included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company apply and have effect (that is to say):—

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- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans the portion of Railway No. 5 in the parish of Morden which is delineated on the signed plan in this subsection referred to shall not be constructed otherwise than on the line and within the limits of deviation shown in red on the plan signed by the Most Noble Arthur Charles Duke of Wellington K.G. 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 Parliament Office of the House of Lords and one copy has been deposited in the Private Bill Office of the House of Commons:
- (2) The Company shall construct the road marked "proposed diversion of road" on the said signed plan which shall be not less than 40 feet wide along the whole length thereof as shown on the said signed plan and the bridge for carrying the railway over the said road shall be constructed and maintained by the Company of a like width between the piers or abutments:
- (3) The owner and the lessees tenants and occupiers of the said estate and all persons resorting thereto shall have at all times after the construction of the railway and the said diversion of the road full and free rights of way for all purposes over the said diverted road to and from the Epsom Road:
- (4) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not enter upon take or use any part of the lawns garden orchard house premises and plantation or the field at the north end thereof numbered on the deposited plans 3 and 4 in the parish of Morden without taking the whole thereof:
- (5) The Company shall provide access to and from the lands numbered on the deposited plans 22 23 24 25 26 and 27 in the parish of Morden by a roadway

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under the railway which shall be carried over the roadway by means of a girder bridge of suitable design to be approved by the owners' surveyor having a span of not less than 40 feet and a clear headway under the bridge of not less than 15 feet and the Company shall to the like approval metal and make fit for wheeled traffic the surface of the said roadway and the owner and occupiers of the said lands and all persons authorised by them shall have free and uninterrupted use thereof at all times and for all purposes:

- (6) All works situate on the said estate shall be completed as soon as reasonably practicable after the commencement thereof:
- (7) Before commencing any works or taking possession of any part of the estate the Company shall cause that part of the estate to be sufficiently fenced off from the adjoining land of the owner:
- (8) The Company shall to the reasonable satisfaction of the owner or his agent reinstate all watercourses drains fences roads and footpaths which may be crossed injured or interfered with under the powers of this Act:
- (9) If any question shall arise under this section between the owner and the Company such question shall be determined by an arbitrator to be agreed upon by the parties or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such determination.

For protection of Carshalton Urban District Council.

71. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the Carshalton Urban District Council (in this section called "the council") shall except so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

- (1) If the Railway No. 5 by this Act authorised is so constructed as to cross any part of the road numbered 2 on the deposited plans in the parish and urban district

of Carshalton the said railway shall be carried over the said road by means of a girder bridge having a clear span of not less than 40 feet measured between the abutments and a clear headway throughout of not less than 16 feet above the surface of the said road with closed parapets on both sides of not less than six feet above the level of the rails :

- (2) The Company shall also construct and lay out under the said bridge to the reasonable satisfaction of the surveyor of the council on both sides of the road throughout the whole width of the embankment gravel footways with granite kerbings each of such footways having a clear width of at least six feet eight inches from the abutments of the said bridge and shall also if and so long as the council may so require efficiently light and keep lighted the roadway under the said bridge at the expense of the Company :
- (3) The said bridge shall be constructed and maintained so as to prevent the dripping of water therefrom on any part of the road or footways thereunder :
- (4) In constructing the said Railway No. 5 where the same is intended to cross the watercourse forming the boundary between the said road and the field or enclosure numbered 1 on the deposited plans in the parish and urban district of Carshalton or the watercourse forming the boundary between the said field or enclosure numbered 1 and the field or enclosure numbered 3 on the deposited plans in the parish and urban district of Sutton the Company shall preserve such watercourses by properly arching over so much of the same as will be covered by the said railway or the works in connexion therewith in such manner as to leave a clear waterway in each case of sufficient dimensions to admit of the free flow of the water in times of flood and shall provide all convenient and necessary means of draining all surface and other waters into the said watercourses all such works to be carried out to the reasonable satisfaction of the surveyor of the council and at the cost of the Company :

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(5) In case of any difference arising between the Company and the council or their respective engineers or surveyors concerning the true intent and meaning of any of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed under this section the same shall be referred to the arbitration of an engineer or other fit person who shall failing agreement between the council and the Company be nominated on the application of either party with seven days' notice in writing to the other by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of
Cannon
Brewery
Company
Limited.

72. Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not (except with the consent in writing of the Cannon Brewery Company Limited under their common seal):—

- (A) Construct any part of the railway by this Act authorised nearer to the premises numbered 22 on the deposited plans in the parish and borough of Wimbledon (known as the "South Western Hotel") than is shown by a pink colour on the plan marked "A" signed in triplicate by the Most Noble Arthur Charles Duke of Wellington K.G. 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 Parliament Office of the House of Lords and one copy has been deposited in the Private Bill Office of the House of Commons; or
- (B) Enter upon take or use any part of the properties numbered 21 and 22 on the deposited plans in the parish and borough of Wimbledon except such part thereof as is coloured pink on the said plan marked "A."

For protec-
tion of War
Department.

73.—(1) Notwithstanding anything shown upon the deposited plans or described in the deposited book of reference no part of the property consisting of the Drill Hall land and premises numbered 31 and 32 in the parish and borough of Wimbledon

in the county of Surrey shall be taken or interfered with for A.D. 1910.
the purposes of the railway by this Act authorised.

(2) If during the construction of the railway by this Act authorised or during two years after the opening thereof any damage shall arise to the said premises numbered 31 and 32 on the said deposited plans through vibration subsidence or otherwise the Company shall pay compensation therefor the amount of such compensation to be mutually agreed between His Majesty's Principal Secretary of State for the War Department and the Company or failing agreement to be determined in accordance with the provisions of the Arbitration Act 1889 by a surveyor to be appointed as arbitrator on the application of either the said Principal Secretary of State or the Company by the President of the Surveyors' Institution.

(3) If on account of the proximity and working of the railway the value of the property numbered 31 and 32 on the deposited plans shall become depreciated within two years after the opening of the railway the Company shall pay compensation for such depreciation such compensation to be determined in the manner provided by the immediately preceding subsection.

74. The following provisions shall apply and have effect for the protection of Arthur Gibson Theed (herein-after referred to as "the owner") who is or claims to be the freeholder of part and in occupation of the remainder of the property herein-after referred to as "the laundry premises":--

For protec-
tion of owner
of Wimble-
don Laundry.

(1) The expression "the laundry premises" shall mean and include—

(A) the premises being part of the property numbered 106 on the deposited plans in respect of Railway No. 3 for the parish and borough of Wimbledon and hatched with black lines on the plan herein-after referred to as "the signed plan" which for the purposes of identification has been signed in triplicate by the Most Noble Arthur Charles Duke of Wellington K.G. the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred whereof one copy has been deposited in the Office of the Clerk of the Parliaments of the House of Lords and one copy has been deposited in the Private Bill Office

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of the House of Commons of which property the owner is the freeholder ;

(B) the remaining portion of the said property numbered 106 which forms a continuation of Cranbrook Road up to the railway of the London and South Western Railway Company and is of the same width as such road and over which the owner claims to have an easement or right of way and in and under which he claims to have rights of drainage and other rights ;

(C) the premises numbered 107 on the said deposited plans partly coloured blue and partly coloured red on the signed plan of which the owner is in occupation under an agreement ;

(D) the premises numbered 108 on the said deposited plans of which the owner is in occupation :

(2) The Company shall not enter upon take or use or in any way interfere with the property of the owner numbered 106 on the said deposited plans :

(3) The Company shall not enter upon take or use or interfere with the property of the owner numbered 107 and 108 on the said deposited plans nor with any right of way in to or over Cranbrook Road or any sewer drain mains pipes or wires from or to the laundry premises in under or along such road except and until they have first complied with and carried out to the satisfaction of the owner the provisions of this section :

(A) The Company shall acquire and vest in the owner free of all expense to the owner a strip of land for the purpose of a footpath or road not less than nine feet in width lying between the laundry premises and Elm Grove and between the points marked A and B on the signed plan and shall also in like manner provide a sewer in and under such footpath or road from the laundry premises to and in connexion with and so as to properly connect up to and with the low level sewer in Elm Grove of sufficient capacity to carry off the sewage and waste water and refuse from the laundry premises such sewer to be constructed in all respects to the approval

of the local and sanitary authority and in manner required by and under the superintendence and to the satisfaction of the owner but at the cost of the Company and shall in like manner if necessary construct and lay in and under the said strip of land all mains pipes and wires so as to provide for the supply of water of gas and of electric current and properly to connect the same with the mains and wires of the Metropolitan Water Board of the Mitcham and Wimbledon District Gaslight Company and of the Wimbledon Corporation as the case may be. Such piece of land and sewer mains pipes and wires to be accepted by the owner in full satisfaction of any claim by him by reason of the taking of or interference with the sewers and pipes from the laundry premises in under and along Cranbrook Road aforesaid;

(B) The Company shall acquire within 3 years after the passing of this Act or within such extended time as may be necessary and convey to the owner free of expense to him the freehold of the piece of land forming part of the said property numbered 107 on the said deposited plans coloured blue on the signed plan and also the freehold of the piece of land forming part of the property numbered 91 on the said deposited plans and coloured and hatched pink on the signed plan and also the freehold of the piece of land forming part of the said property numbered 106 on the said deposited plans and coloured yellow on the signed plan but as to the said last-mentioned piece of land subject to any easement (if any) in and under the same of the owner. Such conveyances to be accepted in full satisfaction of any claim the owner may have by reason of the Company taking or interfering with the portion of the land numbered 107 on the said deposited plans and shown on the signed plan as required for the purposes of a station:

- (4) The Company shall not alter the width of Cranbrook Road aforesaid nor the gradient thereof where the same is carried over the railway of the Company:

A.D. 1910. (5) Any difference arising in respect of any matter under this section shall be settled by arbitration under the Arbitration Act 1889.

For protection of South Metropolitan Electric Tramways and Lighting Company Limited.

75. Nothing in this Act shall authorise any interference with electric lines and works of any undertakers under the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply except in accordance with and subject to the provisions of that section.

For protection of London United Tramways Limited.

76. The following provisions for the protection of the London United Tramways Limited (herein-after called "the tramway company") shall unless otherwise agreed upon in writing between the tramway company and the Company apply and have effect (that is to say):—

- (1) Before commencing the construction of any of the works by this Act authorised or the laying down of any mains lines or apparatus for transmitting electrical energy or of any other works which may interfere with the tramway or the working or use of the tramway as herein defined (all of which are herein included in the expression "the works") so far as the same may be situate or intended to be situate under or within 10 yards of any tramway of the tramway company (including in the expression "the tramway" where used in this section the substructure of the tramway and the posts wires and electrical apparatus of the tramway company) or in or under any portion of a street road bridge or place repairable by the tramway company the Company shall give to the tramway company not less than 21 days' notice in writing of their intention to commence such works and such notice shall be accompanied by plans sections and particulars of the works showing the nature and position of the works and the manner in which the works are intended to be carried out and the materials to be used and the works shall be constructed and subsequently maintained by the Company at their own expense in accordance with the plans sections and particulars to be reasonably approved by the engineer of the tramway company and under his superintendence and to his reasonable satisfaction Provided that if for 14 days after service of such

notice upon the tramway company such plans sections and particulars shall not have been so approved or objected to in writing by the engineer of the tramway company the same shall be deemed to have been approved by him. Notwithstanding anything to the contrary contained in this Act the Company shall not deviate from the levels as shown upon the deposited sections of the railways and works by this Act authorised where the same pass under or near to the tramway without the consent in writing of the tramway company but such consent shall not be unreasonably withheld:

- (2) The execution of the works shall as far as practicable be carried on continuously by day and by night from the time when the same shall be commenced until the time when the same shall be completed and shall be so carried out as not to unnecessarily interrupt the traffic on the tramway and the Company shall pay to the tramway company the reasonable cost incurred by the tramway company in superintending the works and making provision by temporary tramways or otherwise for the continuous working of the tramway during the execution of the works:
- (3) The Company shall repay to the tramway company any expense to which they may be put in reinstating the tramway or any part of the road repairable by them which may be interfered with by the works and the expense of carrying out such works as may be reasonably necessary for the protection of the tramway and all additional expense to which the tramway company may be put by reason of the works:
- (4) Where the repair or renewal of any of the works will involve any interference with the tramway or any portion of a street road bridge or place repairable by the tramway company the Company shall (except in cases of emergency) give to the tramway company not less than 48 hours' notice in writing before commencing to effect such repair or renewal and the Company shall in effecting such repair or renewal conform to such reasonable requirements as may be made by the tramway company and the provisions of

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this section (so far as they may be applicable) shall apply to any such repair or renewal as if the same formed part of the works :

- (5) The Company shall bear and on demand pay to the tramway company the expense of the employment by the tramway company during the execution of the works of a sufficient number of inspectors watchmen and signalmen to be appointed by the tramway company for watching and signalling and for managing and controlling the traffic on the tramway with reference to and during the execution of the works but such superintendence by the tramway company shall not relieve the Company from liability for any accident which may be occasioned by or through the operations of the Company or their contractors agents or workmen :
- (6) If during the execution or by reason of the failure of any of the works or of any act or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors the tramway shall be injured or damaged such injury or damage may be made good by the tramway company and the Company shall repay to the tramway company the expense thereof and the Company shall indemnify the tramway company against all losses which the tramway company may sustain and shall pay all costs charges and expenses to which the tramway company may be put or may incur by reason of such failure act or omission as aforesaid :
- (7) The Company shall compensate the tramway company for any damage or injury occasioned to the property of the tramway company and shall indemnify the tramway company against all claims for damage or injury by any persons in consequence of or arising from the construction or user of the works :
- (8) If by reason of the execution of the works any extra cost shall at any time hereafter be occasioned to the tramway company in altering renewing repairing or maintaining the tramway such extra cost shall be borne and paid by the Company :
- (9) If any difference arises under this section between the Company and the tramway company or their respective

engineers such difference shall be settled by arbitration and the arbitrator shall be an engineer or other fit person to be mutually agreed upon or in default of agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party with notice in writing to the other and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

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77. Notwithstanding anything contained in this Act the following provisions for the protection of Edward Hayes Dashwood his heirs and assigns or other the owner or owners for the time being of the lands shown on the deposited plans and numbered 119 in the parish of Wimbledon (herein-after called "the said lands") shall except so far as may be otherwise agreed in writing between the said owner or owners and the Company apply and have effect (that is to say):—

For protection of Edward Hayes Dashwood.

(1) The Company shall include in the notice to treat under section 18 of the Lands Clauses Consolidation Act 1845 and they shall purchase and take of and from the said owner or owners the whole of the said lands:

(2) The sum or sums of money to be paid to the said owner or owners by the Company in respect of the purchase of the said lands shall in default of agreement be determined in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

78. The following provisions for the protection and benefit of William Stewart Thomson and Henry David Thomson and their sequels in estate (in this section called "the owners") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections unless otherwise agreed in writing between the owners and the Company have effect with respect to railways numbered 3 4 and 5 and the works connected therewith by this Act authorised (that is to say):—

For protection of William Stewart Thomson and Henry David Thomson.

(1) The Company shall carry the occupation road crossing the property numbered 128 in the parish and borough of Wimbledon on the deposited plans over the said railways numbered 3 and 4 by means of a bridge which with the approaches thereto shall be not less than 40 feet wide between the parapets or fences thereof and on a gradient not steeper than 1 foot in 25 feet:

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- (2) The Company in constructing the said railways through the property No. 130 on the deposited plans in the parish and borough aforesaid shall not enter upon take or interfere with any portions of such property which now belong to the owners.

For protec-
tion of Croy-
don Rural
District
Council.

79. The following provisions for the protection and benefit of the Croydon Rural District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the Company have effect with respect to Railway No. 5 within the district of the council by this Act authorised (that is to say):—

- (1) Each of the bridges carrying the roads known as Central Road and Green Lane respectively or any accommodation road over the said railway shall be of a width of not less than 40 feet between the parapets measured on the square across each of such roads respectively and the said parapets shall each be of a height of not less than five feet And each of the said bridges shall be constructed of such strength as shall in the opinion of the council be sufficient to enable every kind of traffic at all times to be carried thereover with safety:
- (2) The said railway shall be carried over each of the roads known as London Road and Love Lane respectively and every accommodation road by means of a bridge to be provided and maintained by the Company and each such bridge shall be constructed with a clear span throughout measured on the square across the said roads respectively and with a headway throughout from the existing level of the said roads respectively as follows (that is to say):—

The bridge over the said London Road shall be constructed with a clear span of not less than 50 feet and with a headway of not less than 17 feet;

The bridge over the said Love Lane shall be constructed with a clear span of not less than 40 feet and with a headway of not less than 16 feet;

And in the construction of each of the said bridges respectively such provision shall be made to the reasonable satisfaction of the council as shall be adequate and effectual to secure the discharge of water dripping through the bridge into a proper drain and to prevent any such water dripping into the road footway or way beneath the bridge: A.D. 1910.

- (3) The Company shall at all times at their own expense and to the reasonable satisfaction of the council provide and maintain by means of approved lamps to be erected and maintained by them adequate and proper lighting under each of the aforesaid public roads and bridges:
- (4) The Company shall provide for the existing footpath leading into the before mentioned London Road and along the line of which footpath the said railway is to be constructed to be continued on one or both sides of such railway as shall be required by the council and to their reasonable approval:
- (5) The Company at their own expense but under the superintendence and subject in all things to the approval of the council shall—
 - (A) Where the railway crosses any watercourse stream or ditch provide and maintain adequate and proper culverts for the passage of the water thereunder; and
 - (B) Divert or connect any sewers or drains which may be interfered with by or in the construction of the said railway:
- (6) Where the surface of any road or street or any sewer of the council has been interfered with or disturbed by the Company in constructing or maintaining the said railway or exercising the powers of this Act the Company shall well and efficiently and to the satisfaction of the council restore the surface of the road or street or the sewer so interfered with or disturbed as the case may be:
- (7) In case of any difference between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default

A.D. 1910.

of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Wimbledon Corporation.

80. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wimbledon (in this section called "the corporation") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the corporation and the Company have effect with respect to so much of the railways and works by this Act authorised as shall be within the borough of Wimbledon (in this section called "the borough") (that is to say):—

- (1) The tunnel by means of which the Railway No. 1 by this Act authorised is to be carried under the public highway known as Wimbledon Hill Road shall be constructed under that road and for a distance of not less than thirty feet on each side of such road of such strength as shall in the opinion of the corporation be sufficient to enable every kind of traffic at all times to be carried thereover with safety:
- (2) The Railway No. 5 by this Act authorised shall be carried over the strip of land known as "The Chase" situate on the boundary of the borough and the urban district of Merton by means of a bridge to be provided and maintained by and at the cost of the Company and such bridge shall be constructed with a clear span throughout of not less than fifty feet measured on the square across the said Chase and with a clear headway throughout from the existing level of such place of not less than sixteen feet and shall be of such design and construction as shall be reasonably approved by the corporation and in the construction of the said bridge such provisions shall be made to the reasonable satisfaction of the corporation as shall be adequate and effectual to secure the discharge of water dripping through the bridge into a proper drain and to prevent any such dripping into the said Chase beneath the bridge and the Company at all times at their own expense and to the reasonable satisfaction of the corporation shall provide

and maintain by means of approved lamps to be erected and maintained by them adequate and proper lighting under the said bridge during such hours as the public lamps in the borough shall from time to time be lighted : A.D. 1910.

- (3) For the purpose of enabling a road to be constructed over and along the before-mentioned Chase the Company shall convey to the local authorities or local authority constructing such road (free of charge) any land the Company may acquire between the abutments of the bridge to be constructed thereover as in this section provided and so much of the land on either side thereof at any time purchased or owned by the Company as shall be necessary for the said purpose :
- (4) The Company shall carry the occupation road crossing the property No. 128 on the deposited plans over the Railway No. 3 by this Act authorised by means of a bridge with approaches thereto of which the width throughout shall be not less than forty feet and of which the gradient shall be in no part more than one to twenty-five :
- (5) Before opening for public traffic any part of the said railways the Company shall if so required by the corporation and in consideration of the sum of five hundred pounds to be paid by them to the Company convey to the corporation for the purpose of the construction of an approach road to a bridge proposed to be erected over the London and South Western Railway the plot of land lying between such railway and the road known as Worple Road which said plot of land is shown coloured green on the agreed plan (herein-after in this section referred to as "the agreed plan") of which four copies have been signed by the Most Noble Arthur Charles Duke of Wellington K.G. the Chairman of the Committee of the House of Lords to whom the Bill for this Act was during its passage through Parliament referred (of which one copy has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons and one copy has

A.D. 1910

- been retained by the Company and the corporation respectively):
- (6) The Company at their own expense shall make provision to the reasonable satisfaction of the corporation for the continuation of the communication between Alt Grove and the path on the westerly side of the London and South Western Railway and the foot-bridge leading from such path over the said railway:
- (7) If the Company in the construction or for the purpose of the railways by this Act authorised shall interfere with the existing surface water sewer passing from Wimbledon Hill Road under the London and South Western Railway to Hartfield Road or with the access to such sewer from any sewer of the corporation the Company shall provide and construct such alternative surface water sewer in such line with such inclination and of such capacity as the corporation shall require:
- (8) The Company at their own expense but under the superintendence and subject in all things to the approval of the corporation shall—
- (A) Provide and construct in such position as shall be required by the corporation a surface water culvert in lieu of so much of the existing surface water culvert as crosses underneath the London and South Western Railway from the Sycamore Works in the borough and will be severed by Railway No. 3 by this Act authorised to be constructed;
- (B) Provide and construct in connexion with the existing sewer in the before-mentioned Wimbledon Hill Road on the north-westerly side of the Railway No. 1 by this Act authorised to be constructed a manhole and also provide and construct from the manhole on the south-easterly side of the said railway in connexion with the said sewer a new sewer with an internal diameter of nine inches along the south-easterly side of the said railway thence across such railway along Francis Grove to the existing sewer in the public highway known as St. George's Road;
- (C) Provide and construct a sewer from the manhole in connexion with the existing sewer in the

public road known as Elm Grove north-west of the said railway and along the western side thereof and under the London and South Western Railway and the said Railways Nos. 3 and 4 by this Act authorised to be constructed to the existing sewer in the occupation road mentioned in subsection four;

(D) Provide and construct a manhole in connexion with any existing sewer on either side of the railways by this Act authorised to be constructed in any and every case where any such sewer is severed by such railways and also a manhole at each such point along the line of and in connexion with the sewers in this section mentioned or any of them as shall be required by the corporation;

(E) Divert or connect any sewers or drains within the borough which may be interfered with and provide substituted sewers and drains for those rendered useless by or in the construction or maintenance of the railways by this Act authorised to be constructed or any of them:

(9) Where the surface of any road or street or any sewer or electric main of the corporation has been interfered with or disturbed by the Company in constructing or maintaining the said railway or exercising the powers of this Act the Company shall well and efficiently and to the satisfaction of the corporation restore the surface of the road or street or the sewer or main so interfered with or disturbed as the case may be:

(10) In case of any difference between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

81. Notwithstanding anything contained in this Act the following provisions for the protection of the Right Hon. Ernle Elizabeth Louisa Maria Grosvenor Plunkett-Ernle-Erle-Drax Baroness Dunsany her heirs and assigns or other the owner or owners for the time being of the lands shown on the deposited

For protec-
tion of Lady
Dunsany.

A.D. 1910: plans comprising three and a half acres or thereabouts and numbered 129 in the parish and borough of Wimbledon (hereinafter called "the said lands") shall except so far as may be otherwise agreed in writing between the said owner or owners and the Company apply and have effect (that is to say):—

- (1) The Company shall prior to the commencement of the construction of any part of the railways by this Act authorised serve upon the said owner or owners notice to treat under section 18 of the Lands Clauses Consolidation Act 1845 and the Company shall purchase and take of and from the said owner or owners the whole of the said lands:
- (2) The sum or sums of money to be paid to the said owner or owners by the Company in respect of the purchase of the said lands shall in default of agreement be determined in accordance with the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement.

Power to
pay interest
out of capital
during con-
struction.

82. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

- (A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

- (c) The aggregate amount to be so paid for interest shall not exceed thirty-five thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid: A.D. 1910.
- (d) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares:
- (e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

84. Nothing in this Act contained shall exempt the Company or the railway 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 by this Act. Provision as to general Railway Acts.

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

A.D. 1910.

SCHEDULE referred to in the foregoing Act.

LANDS HOUSES BUILDINGS OR MANUFACTORIES OF WHICH
PORTIONS ONLY ARE REQUIRED.

Parish.	Numbers on deposited Plans.
Parish and borough of Wimbledon -	21 123 126 127.
Parish and urban district of Sutton -	24 58 107 108.

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