CHAPTER ccxlviii.

An Act for the Transfer of the Undertaking of the Kingston and London Railway Company to the London and South-western and Metropolitan District Railway Companies; for authorising deviations in the Kingston and London Railway; and for other purposes. [18th August 1882.] A.D. 1882.

WHEREAS by the Kingston and London Railway Act 1881 (in this Act called "the Act of 1881") the Kingston and London Railway Company (in this Act called "the Kingston Company") were incorporated with a share capital of £675,000 and power to borrow not exceeding £225,000 and were authorised to make and maintain a railway (in this Act called "the Kingston Railway") from the main line of the South-western Railway near Surbiton Station to the Fulham extension of the Metropolitan District Railway at or near the Putney Bridge and Fulham Station thereon: 44 & 45 Vict. c. ccxii.

And whereas certain heads of agreement (in this Act called "the agreement of 1881") between the promoters of the Bill for the Act of 1881 represented by the Earl of Onslow the London and South-western Railway Company (in this Act called "the South-western Company") represented by the chairman of that company and the Metropolitan District Railway Company (in this Act called "the District Company") represented by the chairman of that company were scheduled to and confirmed by the Act of 1881 and thereby made binding on the Kingston Company the South-western Company and the District Company:

And whereas by section 74 of the Act of 1881 it was enacted that if in the next or any future session of Parliament the South-western Company and the District Company (therein and in this Act referred to as "the two Companies") or either of them should introduce a Bill into Parliament for an Act to transfer or authorise the transfer to the two Companies of the powers conferred by the

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Act of 1881 upon the Kingston Company for making the Kingston Railway and for repayment to the Company of all costs and expenses incurred by them in relation to the applying for and obtaining of the Act of 1881 and carrying the provisions thereof into effect so far as the same should be carried into effect by the Kingston Company with interest thereon at the rate of four per centum per annum from the date of payment the Kingston Company should not directly or indirectly offer any opposition to such Bill further or otherwise than might appear to them necessary for securing to them such repayment with interest as aforesaid and indemnifying them from all future liabilities in reference to the undertaking: Provided always that nothing therein contained should be held or construed to prevent or hinder the Kingston Company from exercising any of the powers of the Act of 1881 for making the said railway until their powers should have become actually vested in the two Companies:

And whereas the agreement of 1881 provided (Article 2) that the two Companies should concur in an agreement for working the Kingston Railway (therein called "the Surbiton and Fulham line") and the two Companies have entered into a working agreement accordingly under the powers of section 71 of the Act of 1881:

And whereas the Kingston Company are proceeding to carry into effect the powers conferred upon them by the Act of 1881 and have expended considerable sums for that purpose:

And whereas the two Companies have with the view of enabling the Kingston Company to proceed with the construction of the Kingston Railway as soon as practicable advanced in equal proportions the whole of the money which has been so expended by the Kingston Company and the amounts so advanced are represented by shares in the capital of the Kingston Company now standing in the names of nominees of the two Companies respectively the two Companies holding equal numbers of the shares and the same sum having been paid up on or credited to each share and no other shares have been issued by the Kingston Company nor have that company borrowed any money on mortgage or otherwise:

And whereas the two Companies have entered into the heads of agreement a copy whereof is set forth in the schedule to this Act and which heads of agreement are in this Act referred to as "the scheduled agreement" defining the terms upon which the undertaking of the Kingston Company shall be acquired by them and for other the purposes specified in the scheduled agreement and it

is expedient that subject as in this Act provided the scheduled agreement be confirmed and carried into effect and that the undertaking of the Kingston Company be transferred to and vested in the two Companies equally as a joint undertaking upon and subject to the terms and conditions of the scheduled agreement and subject to the provisions of this Act:

And whereas it is expedient that the deviations in this Act described of parts of the Kingston Railway be authorised and that extended powers of deviation of other parts of that railway be conferred upon the two Companies:

And whereas by the fifty-fourth section of the Act of 1881 it was provided that the sum of £66,216 three pounds per centum consolidated bank annuities which had been transferred into the name of Her Majesty's Paymaster-General in respect of the application to Parliament for the said Act should not be transferred to or on the application of the depositors thereof unless the Kingston Company should previously to the expiration of the period (being five years from the passing of the said Act) thereby limited for completion of the Kingston Railway open the same for the public conveyance of passengers:

And whereas it is expedient (the two Companies being made liable by this Act to penalties in the event of their not completing the Kingston Railway within the time limited in that behalf by the Act of 1881) that provision should be made for the transfer to the depositors mentioned in the said section fifty-four of the Act of 1881 of the annuities mentioned in that section:

And whereas by section 31 of the Kingston Act it was provided that the Wimbledon and Putney Commons Conservators (therein and in this Act called "the conservators") should allow the Kingston Company for the purpose of constructing their tunnel under Putney Heath but for no other purposes to sink two shafts from the surface of Putney Heath to the line of the said tunnel subject to certain conditions therein expressed as to the spots on which the said shafts should be sunk the spaces to be occupied thereby and other matters:

And whereas it is expedient that the conservators be empowered to allow additional shafts (not exceeding four in number) to be sunk from Putney Heath to the line of the said tunnel upon conditions similar to those expressed in the said section 31 of the Act of 1881:

And whereas it is expedient that the agreement of 1881 so far as it relates exclusively to the two Companies be declared binding

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upon them notwithstanding the transfer of the undertaking of the Kingston Company:

And whereas plans and sections showing the line and levels of the works authorised by this Act the plans showing also the lands required or which may be taken for the purpose of those works and plans of the lands over which the extended powers of deviation aforesaid may be exercised and also books of reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands respectively were duly deposited with the clerks of the peace for the counties of Surrey and Middlesex and are herein-after respectively referred to as the deposited plans sections and books 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 Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:

Short title.

1. This Act may be cited as the London and South-western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882.

Incorporation of Acts. 8 & 9 Vict. c. 16.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The giving of notices; and

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

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by

26 & 27 Vict. c. 118.

the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 are (except where expressly varied by this Act and subject to the provisions of this Act) incorporated with and form part of this Act.

32 & 33 Vict. c. 48.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
36 & 37 Vict. c. 48.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Confirming scheduled agreement.

4. The scheduled agreement is hereby confirmed and full effect shall subject to the other provisions of this Act be given thereto as if the provisions had been expressly enacted in this Act.

Transfer of undertaking of Kingston Company and dissolution of that company.

5. Upon the passing of this Act the undertaking railway sidings stations works and conveniences lands buildings estates property effects claims and demands rights powers and privileges whatsoever (including the benefits of all contracts and agreements) of or to which the Kingston Company were immediately before the passing of this Act seized or entitled and except as herein-after expressly provided all debts liabilities and engagements of the Kingston Company (all which matters are herein-after referred to as and included in the expression "the Kingston Company's undertaking") shall in accordance with and upon and subject to the terms and conditions of the scheduled agreement and subject to the provisions of this Act be respectively transferred to and vested in and imposed upon the two Companies and the Kingston Company shall thereafter continue to exist only for the purpose of winding up their affairs and when and as soon as the Kingston Company have wound up their affairs the Kingston Company shall be by this Act dissolved and shall cease to exist. For the purposes of Part V. herewith incorporated of the Railways Clauses Act 1863 the vesting by this Act of the Kingston Company's undertaking in the two Companies shall be deemed to be an amalgamation on the passing of this Act of the Kingston Company with the two Companies.

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Kingston Company's undertaking to vest in the two Companies equally and to be completed maintained and managed by a joint committee.

6. The Kingston Company's undertaking shall vest in the two Companies as a joint undertaking in equal shares and proportions in accordance with the terms and conditions of the scheduled agreement and subject to the provisions of this Act and shall be completed maintained and managed by the joint committee to be appointed in manner provided by the scheduled agreement and this Act and in this Act referred to as "the joint committee."

Provisions as to joint committee.

7. The following provisions in addition to or (as the case may be) in substitution for the provisions of the scheduled agreement shall apply to the joint committee and to the two Companies in reference thereto (that is to say) :—

(A) Within one month after the passing of this Act the directors of the South-western Company shall nominate and appoint in writing under the hand of their chairman or secretary three of the directors of that company and the directors of the District Company shall within the same period in like manner nominate and appoint three of the directors of the last-named company and such six persons shall be the first members of the joint committee and shall continue in office until the thirty-first day of December one thousand eight hundred and eighty-two and thence until their successors are appointed as herein-after provided ;

(B) The members of the joint committee going out of office at the end of each year shall continue in office until their successors are appointed. Retiring members may on each occasion be re-appointed ;

(C) No act done by the joint committee shall be invalidated because of any alleged or real want of authority on the part of the chairman or secretary of either of the two Companies to sign any such appointment ;

(D) The boards of the two Companies shall respectively fix and may from time to time vary the remuneration to be paid to the members of the joint committee nominated and appointed by them respectively ;

(E) The joint committee may for the purposes of the scheduled agreement and of this Act relating to them but subject to the other provisions of this Act exercise all or any of the powers of the two Companies under the Act of 1881 and this Act either in the name of the joint committee or in the names of the two Companies ;

(F) A quorum of the joint committee shall be four ;

(G) Any question arising in the joint committee concerning which the member or members representing the one company differ from the member or members representing the other company shall if so desired by the members representing either company be referred to and be determined by a standing arbitrator;

(H) The following sections of the Companies Clauses Consolidation Act 1845 are incorporated with and form part of this Act in reference to the joint committee and in interpreting those sections in connexion with this Act the expression "the directors" means the joint committee and the expression "the Company" means the two Companies or either of them:—

Section 98 with respect to the entry of proceedings;

Section 99 with respect to informalities in appointment of directors;

Section 100 with respect to the personal liability of directors;

Sections 109 to 114 with respect to the accountability of the officers of the Company;

Sections 142 to 160 with respect to the recovery of damages not specially provided for and penalties; and

Sections 161 and 162 with respect to access to the special Act;

(I) All actions suits indictments and other proceedings at law or in equity which might have been brought and prosecuted by or against either of the two Companies if that company had been solely authorised to execute this Act may as regards any act or default of the joint committee in relation to the joint undertaking or any part thereof or the execution of this Act be brought and prosecuted by or against the joint committee or the two Companies and any summons demand writ notice or other proceeding at law or in equity or otherwise relating in any manner to the joint undertaking or to any act or default of the joint committee shall if served on the secretary or any member of the committee or if left at or transmitted by post to the principal office of the committee or of either of the two Companies be valid and effectual.

Traffic and other arrangements between the two Companies.

8. The two Companies may from time to time enter into carry into effect vary and rescind agreements with respect to the following matters or any of them (that is to say):—

(A) The apportionment of the gross or other receipts from traffic on the Kingston Railway and to and from that railway from or to the railways of each or either of the two Companies;

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(B) The payment of the cost of maintaining the Kingston Railway the appointment employment duties and payment of officers and servants;

(C) The fixing and apportionment of local through rates and fares and the conduct and management of local and through traffic on the Kingston Railway;

(D) The station or other accommodation to be provided on or in connexion with the Kingston Railway the purpose of the two Companies and each or either of them and the payments to be made for the same;

(E) And all or any other matters necessary for giving full effect to the provisions of this Act relating to the joint undertaking;

Any difference between the two Companies with reference to any such matters shall be determined (unless the two Companies otherwise agree) by the standing arbitrator.

Kingston Company to deliver to the two Companies a statement of their expenditure.

9. Within two months after the passing of this Act the Kingston Company shall deliver to the joint committee or to their secretary a detailed statement in writing showing the total costs charges and expenses of the carrying into execution the Act of 1881 so far as the same shall have been carried into execution by the Kingston Company and such statement shall be verified by and under the hands of the chairman and of the secretary for the time being of the Kingston Company (which statement so delivered and verified is herein-after referred to as "the statement of expenditure").

Statement to be conclusive unless and except so far as excepted to.

10. If within three calendar months after the delivery of the statement of expenditure the joint committee do not in writing under the hand of their secretary object thereto or to any particular item or items therein the statement shall be for all purposes conclusive evidence of the amount of the costs charges and expenses aforesaid of the Kingston Company to which the statement relates. If exception be taken by the joint committee in manner aforesaid to any particular item or items in the statement of expenditure the statement shall nevertheless be conclusive evidence of the amount of the costs charges and expenses of the Kingston Company aforesaid except so far as it relates to the particular item or items to which exception is so taken.

Difference as to expenditure to be settled by arbitration.

11. If any difference arises between the Kingston Company and the joint committee by reason of any exception as aforesaid by the joint committee to the statement of expenditure or any particular item or items thereof the same shall be determined by arbitration by a single arbitrator in manner provided by the Railway Companies

Arbitration Act 1859 and for that purpose the joint committee shall be deemed to be a railway company and may under the hand and seal of their secretary execute all documents which under that Act are required to be under the common seal of a railway company party to an arbitration thereunder. 22 & 23 Vict. c. 59.

Balance of statement of expenditure to be paid or received by Kingston Company.

12. Within one month after the statement of expenditure shall have been settled in manner aforesaid the Kingston Company shall pay to the two Companies the balance (if any) appearing from such statement of the amount received by them upon capital account over their expenditure or as the case may be the two Companies shall pay to the Kingston Company the balance (if any) appearing from such statement of that company's expenditure over the amount received by them on capital account. In default of payment by the Kingston Company or as the case may be by the joint committee of any money payable by them under this section the same may be recovered by the joint committee from the Kingston Company or as the case may be by the Kingston Company from the two Companies or either of them with full costs of suit in any court of competent jurisdiction.

Power to deviate railways.

13. The two Companies may make and maintain the deviations herein-after described of the Kingston Railway shown on the deposited plans and sections together with all proper and sufficient sidings junctions stations approaches works and conveniences and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be requisite for that purpose. The deviations herein-before referred to and authorised by this Act are as follows:—

A deviation (No. 1) 5 furlongs or thereabouts in length in the parishes of Kingston-upon-Thames and Wimbledon in the county of Surrey or one of those parishes; and

A deviation (No. 2) 4 furlongs or thereabouts in length commencing in the parishes of Putney and Wandsworth in the county of Surrey or one of them and terminating in the parish of Fulham in the county of Middlesex.

Deviations to be deemed part of railway authorised by Act of 1881.

14. The deviations by this Act authorised of the Kingston Railway shall for the purposes of tolls rates and charges and for all other purposes be deemed to be part of the railway authorised by the Act of 1881 and the provisions of that Act and of this Act and of the scheduled agreement shall apply thereto accordingly.

Extension of limits of deviation of certain railways.

15. Notwithstanding anything in the Act of 1881 the two Companies may deviate from the line of the Kingston Railway marked on the supplemental plans referred to in the Act of 1881

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between the points marked on those plans and indicating the distances of three miles four furlongs and four miles four furlongs respectively from the commencement of the Kingston Railway to such extent within the limits shown on the deposited plans as may be necessary or convenient for giving full effect to the provision of paragraph F of section 31 (provisions relating to Wimbledon Common and Putney Heath) of the Act of 1881 and may for that purpose enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be required for that purpose.

Repeal of section 49 of Act of 1881 and substituted provision.

16. Section 49 of the Act of 1881 shall be and the same is hereby repealed and the bridge to be constructed for carrying the Kingston Railway as deviated by this Act over Wandsworth Lane Putney shall be constructed with a single span of forty feet at the least in width over Wandsworth Lane aforesaid anything in the Act of 1881 contained to the contrary notwithstanding.

Applying sections 37 to 45 of Act of 1881.

17. The provisions of sections 37 to 45 (both numbers inclusive) of the Act of 1881 including the provisions as to a convenient public footpath across the river shall extend and apply to the bridge for carrying over the river Thames the deviation railway No. 2 by this Act authorised and to that railway in as full and complete a manner as if the same had been re-enacted in this Act with reference to the said last-mentioned bridge and railway.

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

18. In addition to any provision contained in any of the Acts incorporated with this Act the following provisions shall have effect for the protection and benefit of the Wandsworth and Putney Gaslight and Coke Company (herein-after in this section called the Gas Company):—

(A) All works matters and things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the two Companies may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the two Companies but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Gas Company which notice shall be accompanied by a plan and section of the proposed works and the two Companies shall on demand pay

to the Gas Company all such reasonable costs and expenses as they may incur in the supervision and direction by their engineer of the execution of such works by the two Companies;

(B) If any interruption whatsoever in the supply of gas by the Gas Company shall be in any way occasioned by the two Companies or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the two Companies shall forfeit and pay to the Gas Company for their use and benefit the sum of five pounds for every hour during which such interruption shall continue such sum to be recovered by the Gas Company in any court of competent jurisdiction;

(C) The two Companies shall pay to the Gas Company the cost to them of any mains pipes services and other apparatus and their expenses in and about the laying down the same in their then position in or under so much of the road numbered on the deposited plans referred to in the Act of 1881 29 in the parish of Putney as the Kingston Company are by that Act authorised to stop up and appropriate the site of and such mains pipes services and other apparatus shall thereupon become the property of the two Companies and the two Companies shall also pay to the Gas Company their reasonable charges of altering any mains pipes services or other apparatus in connexion therewith which the works or acts of the two Companies require to be altered and if by reason of the construction or maintenance of the works by the Act of 1881 or by this Act authorised any new substituted or additional mains pipes or apparatus of the Gas Company be requisite the cost of constructing providing and laying of such mains pipes or apparatus shall be paid by the two Companies subject to credit being given to the two Companies for the value of any mains pipes or apparatus rendered useless by the construction or maintenance of the works and removed by the Gas Company;

(D) The several provisions in this section contained shall apply to the works authorised by the Act of 1881 as well as to the works authorised by this Act;

(E) Any difference arising between the two Companies and the Gas Company respecting any of the matters referred to in this enactment shall be settled by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers.

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For protection of Surrey county bridges.

19. For the protection of Surrey county bridges and approaches and other property be it enacted as follows:—

(A) No works affecting any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his reasonable satisfaction and shall be thereafter maintained by the two Companies at their own expense and under such superintendence as aforesaid: Provided that if the said surveyor neglect to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such neglect or omission shall be deemed an approval;

(B) Notwithstanding anything in this Act contained the two Companies shall be responsible for and make good to the said justices all costs losses damages and expenses to which they may be put or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the two Companies or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the two Companies will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

(C) The costs charges and expenses of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the two Companies.

Lands for extraordinary purposes.

20. The quantity of land to be taken by the two Companies by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed three acres.

Period for compulsory purchase of lands.

21. The powers of the two Companies for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

22. If the deviation railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the two Companies for making and completing the deviation railways or otherwise in relation

thereto shall cease to be exercised except as to so much thereof respectively as is then completed.

Power to take easements &c. by agreement.

23. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the two Companies any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and 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.

Penalty imposed unless the lines are opened within the time limited.

24. If the two Companies fail within the period limited by this Act to complete the railways authorised by the Act of 1881 as amended by this Act they shall be jointly and severally liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until such railways are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railways and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in England in the bank named in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the two Companies were prevented from completing or opening such railways by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

25. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or

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other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of such railways or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Kingston Company and the two Companies by the Act of 1881 and this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division of the High Court of Justice in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom. Provided that if either of the said Companies become insolvent and be ordered to be wound up or if a receiver have been appointed in respect of such company then the portion of such penalty recovered from such company as aforesaid shall wholly or in part (in the discretion of the court) be paid or transferred to such receiver or to the liquidator or liquidators of such company or be otherwise applied as part of the assets of such company for the benefit of the creditors thereof.

Abandonment of railways.

26. The two Companies shall abandon and relinquish the construction of so much of the Kingston and London Railway as will be rendered unnecessary by the construction of the deviation railways by this Act authorised or either of them.

Compensation for damage to land by entry &c. for purposes of railway abandoned.

27. The abandonment by the two Companies under the authority of this Act of the portion of railway aforesaid shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Kingston Company or the two Companies on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of railway

and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Kingston Company or the two Companies to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Act of 1881.

Compensation to be made in respect of railway abandoned.

28. Where before the passing of this Act any contract has been entered into or notice given by the Kingston Company for the purchasing of any land for the purposes of or in relation to the portion of railway aforesaid the two Companies shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the two Companies to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Saving certain agreements.

Provided always that nothing in this Act shall be construed to affect the agreement dated the fifth day of January one thousand eight hundred and eighty-two and which agreement is made and entered into between William Tebb and others therein described as owners lessees and occupiers of certain houses and hereditaments at Putney known as the Cedars of the first part the Right Honourable William Earl of Lovelace and others of the second part and the Kingston and London Railway Company of the third part but the rights of the respective parties to such agreement and any proceedings taken thereunder shall continue and be completed and enforced by and against the two Companies as fully and effectually as if this Act had not passed. Provided also that nothing in this Act contained shall be construed to affect the agreement dated the twentieth day of July one thousand eight hundred and eighty-one and made or expressed to be made between Alfred William Holmes and Robert Milnes therein described of the one part and the Right Honourable William Earl of Lovelace the Right Honourable William Hilton Earl of Onslow the Right Honourable Henry Thomas Lord Foley Sir Walter Rockliffe Farquhar Baronet and Frederick Lovell Keays Keays Esquire of the other part and which agreement is hereby

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confirmed and made binding upon the Kingston Company and the two Companies respectively.

For protection of Wimbledon Common.

29. With reference to Wimbledon Common the following provisions shall have effect:—

(A) Nothing in this Act contained shall in anywise be construed as abridging or avoiding the provisions relating to Wimbledon Common and Putney Heath (contained in section 31 of the Act of 1881) save as in this section mentioned;

(B) In this section the expression "the common" shall include Wimbledon Common and Putney Heath as defined by section 31 of the Act of 1881 and the term "the conservators" shall have the meaning also defined by that section;

(C) The conservators may consent to the sinking by the two Companies of any temporary shafts from the surface of the common not exceeding four in addition to the two shafts mentioned in section 31 of the Act of 1881 and in the event of such consent being obtained the two Companies may sink such additional shafts but subject in all respects to the terms and conditions contained in section 31 of the Act of 1881 in respect of the two shafts therein mentioned;

(D) The two Companies shall be at liberty to construct the railway authorised by the Act of 1881 according to a plan signed by the Honourable Viscount Emlyn the chairman of the Committee to whom the Bill for this Act was referred but subject to reference in case of difference as provided by section 31 of the Act of 1881;

(E) The site of the Beverley Brook (when diverted) up to its western bank and all land east of the Beverley Brook shall be vested in the conservators as part of the common it being the intention that the Beverley Brook shall be the boundary between the railway and works in connexion therewith and the common;

(F) In the event of the screen mentioned in section 31 of the Act of 1881 becoming unnecessary the two Companies shall be at liberty to remove only so much of the same as shall be sufficient to allow of their widening their permanent way for two additional running lines and the two Companies shall plant and keep planted with trees at their expense and to the reasonable satisfaction of the conservators the portion of screen so left and the two Companies shall be entitled to use the site of the portion of the screen removed for the purpose of

widening their railway but shall not be at liberty to erect buildings thereon or to use the same for the purpose of sidings for standing engines carriages and wagons thereon: Provided always that the portion of the screen so left as aforesaid shall be maintained at the original height thereof and at a width at the base thereof of not less than twelve feet;

(G) In the event of it becoming unnecessary to construct the screen the two Companies shall maintain and keep planted with trees to the satisfaction of the conservators a strip of land of a width of not less than twelve feet between the permanent way and the Beverley Brook in order to form a screen to the railway;

(H) The two Companies shall plant and keep planted with trees to the satisfaction of the conservators the slopes on each side of the new approach leading from the common to the bridge to carry the Robin Hood Road over the railway at the point marked R on the plan herein-before referred to;

(I) The two Companies shall be at liberty to carry Beverley Lane over the railway by means of a bridge at the point marked S on the plan herein-before referred to and shall be permitted to construct and maintain on the common the necessary approaches thereto and shall for ever thereafter maintain the earthworks thereof at their own expense;

(J) The conservators shall at all times keep so much of the Beverley Brook as shall be vested in them by this Act open for a free flow of water;

(K) Except in so far as the provisions of this section are inconsistent with the provisions of section 31 of the Act of 1881 the provisions of section 31 of the Act of 1881 are confirmed;

(L) The two Companies shall upon the passing of this Act pay to the conservators the costs incurred by the said conservators in connexion with the passage of the Bill for this Act through Parliament such costs in case of difference to be settled by Messieurs Martin and Leslie of Abingdon Street Westminster or by some person to be nominated by them.

For protection of the Duke of Cambridge.

30. For protection of the property rights and interests of His Royal Highness the Duke of Cambridge the following provisions shall notwithstanding anything in the Act of 1881 or in this Act have effect that is to say:—

(A) The brook called the Beverley Brook as intended to be diverted by the two Companies under the provisions of

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paragraph F of section 31 (provisions relating to Wimbledon Common and Putney Heath) of the Act of 1881 and in accordance with the provisions of this Act shall be the boundary between the Kingston Railway as by this Act authorised to be deviated and Wimbledon Common and the soil of such brook as so diverted shall up to its western bank be vested in the conservators subject to the provisions of this Act;

(B) The two Companies shall to the satisfaction of the surveyor to the Duke of Cambridge provide and maintain proper and efficient drainage works under the Kingston Railway as authorised to be deviated as aforesaid for draining the lands of the Duke of Cambridge on the western side of the railway into the Beverley Brook as diverted as aforesaid: Provided that nothing herein contained shall be deemed to confer upon the Duke of Cambridge any greater or more extensive rights of drainage into the said brook as so diverted than he would have had in respect of the original channel thereof if this Act had not been passed;

(C) The two Companies shall before entering upon taking and using any of the lands of the Duke of Cambridge under the powers of the Act of 1881 or of this Act pay to the Duke of Cambridge the sum of three hundred pounds per acre and so in proportion for any quantity less than an acre for all lands forming part of the farms called Newlands Farm and Robin Hood Farm which shall at the request of the two Companies be conveyed by him to the conservators for the purposes and under the provisions of paragraph C of section 31 of the Act of 1881 and shall also pay to the Duke of Cambridge for all timber tellers and underwood upon the said lands so to be conveyed at a valuation to be made by his surveyor;

(D) The land lately forming part of Wimbledon Common and lying to the west side of the Kingston Railway as authorised to be deviated as aforesaid at or near the point indicating the distance of 3 miles 5 furlongs from the commencement of the Kingston Railway shall be conveyed by the conservators to the Duke of Cambridge at a fair price to be determined (in case of difference) by valuation to be conducted in manner provided by the Lands Clauses Consolidation Act 1845 for settling cases of disputed compensation and as regards such lands so to be conveyed to him the Duke of Cambridge shall not be deemed to claim under or through the two Companies:

Provided that the two Companies shall at their own expense and to the satisfaction of the surveyor of the Duke of Cambridge fill up the old channel of the Beverley Brook where the same surrounds or adjoins the said land and shall level the same land and render the same fit for cultivation and shall provide proper drainage for the same under the railway into the new channel of the Beverley Brook as intended to be diverted as aforesaid;

(E) On completion of the screen or mound mentioned in section 31 of the Act of 1881 the two Companies shall plant the wall or face thereof on the side nearest the Duke of Cambridge's estate with ivy or other creepers in a reasonably ornamental manner and at all times keep the same so planted. In case it shall become unnecessary to construct the said screen or mound or in case the same or any part thereof shall at any time hereafter become unnecessary or shall be removed by the two Companies the land forming the site of such screen or mound or any part thereof shall not be used by the two Companies for buildings sidings or other works or for any other purpose than as a permanent way for additional running lines in case the Companies should desire to widen the then existing railway and in case the said screen or mound shall become unnecessary the same shall forthwith be removed by the two Companies so far as they lawfully may;

(F) Except so far as the provisions of this section are inconsistent with the provisions of an agreement made the twenty-third day of March one thousand eight hundred and eighty-one between the Duke of Cambridge and the promoters of the Guildford Kingston and London Railway and confirmed on the twelfth day of January one thousand eight hundred and eighty-two by the Kingston and London Railway Company the provisions of the said agreement are hereby confirmed.

How capital to be provided.

31. The capital required for the purposes of this Act shall subject to the provisions herein-after contained for the contribution of more than one-half of the said capital by the South-western Company and unless the two Companies otherwise agree in accordance with this Act be provided by the two Companies in equal proportions and the following provisions shall be applicable with respect to the capital to be so provided (that is to say):—

Joint committee to estimate amount required for construction.

(A) The joint committee shall from time to time in a minute estimate the amount of moneys required for purchasing the lands executing the works and otherwise carrying into effect

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the provisions of this Act and shall fix the times at which such moneys are to be paid to their bankers or treasurer and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the joint committee or (if there be more than one secretary of the joint committee) by any such secretary or by the arbitrator and a secretary shall be sent with all convenient despatch to the secretaries of the two Companies respectively addressed to the principal offices of the same companies;

Amount to be paid by the two Companies.

(B) The two Companies shall at the time so fixed in each minute pay to the bankers or treasurer of the joint committee the amount specified in the minute in such proportions as they are liable to contribute to the same in accordance with this Act and of any agreement for the time being in force between the two Companies for the contribution by the South-western Company of more than one-half of the capital by this Act authorised and the proportions of such amount shall be deemed debts due from the Companies respectively to the joint committee from the day fixed for the payment thereof until the same shall be discharged;

In case of default.

(C) If either of the two Companies shall make default in such payment the other company may if they think fit pay to the joint committee the amount due from the defaulting company and the defaulting company shall pay to the company not in default or to the joint committee as the case may be interest at the rate of ten per centum per annum to be calculated from the day fixed by the joint committee for payment of the money due or as the case may be from the day on which the company not in default shall have paid to the joint committee the amount due from the defaulting company until the day when the defaulting company make the payment either to the joint committee or to the other company as the case may require;

Recovery of amount from defaulting company.

(D) The joint committee or the company which in pursuance of the last preceding enactment shall have made the required payment may recover from the company in default the moneys so due by action of debt in any court of competent jurisdiction and it shall be sufficient in any such action to produce the minute book containing the estimate on which the claim is founded and to prove that a copy of the said minute duly authenticated was sent to the secretary addressed to the principal office of the company in default and that the sum

mentioned in the said minute has not been paid or has been paid by the company not in default;

Companies may apply existing funds to purposes of Act.

(E) In order to provide the capital required for the purposes of this Act each of the two Companies may raise and apply to those purposes any money which they are authorised to raise by any other Act and which may not be required for the purposes to which by that Act it is authorised to be applied;

The two Companies may raise additional capital.

(F) In order to provide the capital required for the purposes of this Act each of the two Companies in addition to the sums of money which they are already authorised to raise may raise further capital by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by one or more of those modes respectively which shares or stock shall form part of the general capital of the respective company but so nevertheless that the total amount to be raised by the two Companies shall not in the aggregate exceed seven hundred and thirty thousand pounds;

Shares not to vest until one-fifth part paid up.

(G) Neither of the two Companies shall 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 part of the amount of such share shall have been paid in respect thereof;

South-western Company may contribute more than half of capital.

(H) If the two Companies mutually agree any portion more than half of the joint capital may be contributed by the South-western Company and the remainder by the District Company and if by virtue of such agreement the South-western Company do contribute more than half of the said joint capital they shall be entitled to the payment from the District Company of such a fixed annual sum as may be agreed on between the two Companies by way of interest upon the contribution so raised in excess by them and such annual sum shall be a first charge on the proportion payable to the District Company of the balance or residue of the joint property fund to be formed in accordance with the scheduled agreement and on the whole of the gross receipts of the District Company after deducting forty-five per centum for working expenses arising upon the lines of the District Company other than the Kingston Railway for traffic to or from the Kingston Railway and in addition thereto upon all moneys payable to the District Company by the South-western Company for passing over the railways of the District Company;

Calls.

(I) One-fifth of the amount of any such share shall be the greatest amount of a call and three months at least shall be

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the interval between successive calls and three-fifths of the amount of any such share shall be the utmost aggregate amount of the calls made in any year upon any such share;

Provisions of South-western Company's Act of 1862 extend to shares and stock under this Act. 25 & 26 Vict. c. xlii.

(K) The provisions of sections 47 to 70 (both inclusive) of the South-western Railway (Additional Powers) Act 1862 with respect to preferential shares and stock and the cancellation of shares and stock and the issue of new shares or stock instead of cancelled shares or stock and with respect to voting for shares or stock and otherwise respecting shares and stock extend to this Act with respect to the South-western Company and the shares and stock which by this Act they are authorised to create and issue;

As to votes of proprietors of such shares.

(L) The proprietors of any shares or stock to be issued under the authority of this Act by the District Company shall be entitled to such number of votes in respect thereof at meetings of that company as the nominal amount represented thereby would have entitled them to if the same had been original shares of that company;

Borrowing powers to the two Companies.

(M) Each of the two Companies may from time to time borrow on mortgage any sums not exceeding in the whole as regards either company one-third part of the capital which under the powers of this Act the respective company shall raise by shares or stock but so nevertheless that the total amount borrowed by the two Companies shall not exceed two hundred and forty-three thousand three hundred and thirty-three pounds but no part of any such sum shall be borrowed by the respective company until shares for so much of the capital for or in respect of which the same is to be borrowed as is to be raised by shares are issued and accepted and one-half of such capital is paid up and the respective companies 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 shares for the whole of such capital have been issued and accepted and that one-half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said capital as is to be raised by means of stock is fully paid up and the respective company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or

assigns and also if the said capital is raised by shares 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 respective 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;

Existing mortgages to have priority.

(N) All mortgages and bonds granted by either of the two Companies in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by the same company by virtue of this Act: Provided that this section does not apply to any mortgage from time to time granted by the South-western Company in accordance with section 21 of the South-western Railway (General) Act 1865 or section 60 of the South-western Railway (General) Act 1867 and that nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by either of the two Companies;

28 & 29 Vict. c. ccciv. 30 & 31 Vict. c. clvi.

Provisions of the two Companies' Acts as to appointment of receiver repealed.

(O) The provisions of all former Acts relating to either of the two Companies by which the mortgagees of the respective company are empowered to enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver are by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under those provisions or any of them;

For appointment of receiver.

(P) The mortgagees of either of the two Companies may enforce payment by the same company of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount of principal owing to the mortgagees by whom the application for a receiver is made shall not in the case of either company be less in the whole than ten thousand pounds;

Debenture stock.

(Q) Each of the two Companies may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein con-

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tained the interest of all debenture stock at any time after the passing of this Act created and issued by either of the two Companies shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the two Companies respectively and shall have priority over all principal moneys secured by such mortgages.

Provisions when capital is raised by shares in the joint undertaking.

32. Notwithstanding anything in the scheduled agreement the two Companies may with the assent of a majority of the shareholders of each of the two Companies present in person or by proxy at an extraordinary general meeting convened with due notice of the matter and such majority holding at least three-fourths of the paid-up capital represented at the respective meeting agree that the capital required for the purposes of this Act instead of being provided by the two Companies in manner aforesaid shall be provided by the creation of shares or stock in the joint undertaking and in that event the following provisions shall be applicable (that is to say) :—

Amendment of scheduled agreement.

(A) So much of Article 1 of the scheduled agreement as declares that the cost of the railway as defined in that article shall be provided by the two Companies in equal proportions shall cease to have effect;

Railways to form separate undertaking and capital.

(B) The Kingston Railway together with all lands buildings and property to be purchased for the purposes thereof shall form a separate undertaking distinct and apart from the rest of the undertakings of the two Companies respectively and shall be called "The South-western and Metropolitan District Separate Undertaking" and the capital required for the purposes of such separate undertaking shall form a separate capital in this Act referred to as "the separate capital": Provided always that subject to the control of the standing arbitrator and to the other provisions of this Act the directors of the two Companies shall have the working and management of the affairs of the said separate undertaking and they and the joint committee subject as aforesaid shall have and shall exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to their own proper undertakings respectively;

How separate capital to be raised and issued.

(C) The separate capital shall be raised by the creation by the joint committee of shares or stock in the separate undertaking, and shall not exceed the amount of eight hundred thousand pounds and shall be issued by the joint committee and the provisions of the Companies Clauses Consolidation Act 1845

with respect to the distribution of the capital of the Company into shares and with respect to the transfer and transmission of shares and with respect to the payment of subscriptions and the means of enforcing payment of calls and with respect to the forfeiture of shares for nonpayment of calls and with respect to the remedies of creditors of the Company against the shareholders and Part I. of the Companies Clauses Act 1863 relating to cancellation and surrender of shares shall be incorporated with this Act with respect to and shall apply to such separate capital and for the purposes of this section the following expressions where the same occur in the provisions so incorporated shall have the following meanings respectively assigned to them that is to say—

The expression "the capital of the Company" shall mean the separate capital;

The expression "the Company" shall mean the joint committee;

The expression "the directors" shall mean the members of the joint committee;

The expression "the undertaking" shall mean the separate undertaking;

And the expression "the secretary" shall mean the secretary or secretaries to the joint committee;

Prescribing how terms to be settled

(D) The terms and conditions upon which such separate undertaking shall be worked and managed by the two Companies and the joint committee and the dividends or annual or other sums to be paid to or upon the shares or stock constituting the separate capital or any class or classes of such shares or stock out of the gross receipts arising from traffic passing as well upon the separate undertaking as upon such undertaking and the other railways of the two Companies or either of them and the payment to be made in respect of the use of the separate undertaking for the traffic of the two Companies respectively shall be such as shall be defined and settled by extraordinary general meetings of each of the two Companies duly convened with notice of the object and by such votes as aforesaid and the substance of such terms and conditions shall be indorsed upon the certificates of the shares or stock constituting the separate capital of the separate undertaking or any class or classes of such shares or stock upon the issue of the same;

Separate undertaking exempt from mortgages on original undertaking.

(E) The separate undertaking and the revenue arising therefrom shall not be liable for any mortgage or debenture debt or other charge upon any other part of the undertaking

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of either of the two Companies or for the payment of interest thereon;

Providing for separate accounts.

(F) Separate accounts may be kept of the capital and revenue of the separate undertaking and of the payments made in respect to the said capital and revenue in the same form as nearly as may be and subject to the same conditions as such accounts would be kept if the separate undertaking belonged to an independent company;

Separate undertaking to be worked in an efficient manner.

(G) After the opening of the separate undertaking for public traffic the two Companies shall work the same and convey traffic thereon in a proper manner and so as fairly to accommodate and develop the traffic of the district to be served by the said undertaking. In case any difference shall arise between the two Companies or either of them and any of the holders of stock or shares in the separate capital with respect to the working or non-working or insufficient working by the two Companies or either of them of the said undertaking or otherwise in relation thereto whereby the holders of such shares or stock deem themselves to be injuriously affected such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either party and such arbitrator shall have full power to settle and determine any such difference and to order the two Companies or either of them to do or to abstain from doing all such acts matters and things as he shall think fit and to make such order with respect to the costs of such arbitration as he shall think just. In case the two Companies or either of them make default in complying with any such order within the time thereby prescribed then and in every such case the companies or company in default shall for every such default be liable to a penalty not exceeding fifty pounds and to a further penalty not exceeding fifty pounds for every day after the first during which such default shall continue.

As to expenses of managing joint undertaking.

33. If the joint property fund to be formed in accordance with the scheduled agreement shall at any time be insufficient to meet the payments charged thereon by that agreement each of the two Companies shall from time to time upon demand thereof by the joint committee pay to the committee one-half of the amount declared by them to be required for the purpose of making good the deficiency aforesaid whether in anticipation of future payments or in liquidation of payments already made and the provisions of this Act with respect to estimating the amount required for the construction of the works and the payment thereof to the joint committee and

the remedies in case of default in the event of the capital being raised by the two Companies separately shall extend and apply to the sums so declared to be required.

Application of moneys.

34. All moneys raised by either of the two Companies under this Act whether by shares stock debenture stock or borrowing shall be applied for purposes of the Act of 1881 and this Act only to which capital is properly applicable.

Receipt clause in case of persons not sui juris.

35. If any money is payable to a minor idiot or lunatic being a holder of shares or stock in either of the two Companies created under the powers of this Act the receipt of the guardian or committee of his estate shall be a sufficient discharge to the company paying the same.

Agreement of 1881 to continue in force as between the two Companies.

36. Notwithstanding the transfer to and vesting in the two Companies of the Kingston Company's undertaking the agreement of 1881 so far as it relates exclusively to the two Companies shall continue in force and effect shall be given thereto accordingly.

For payment to the Kingston Company of deposit under the Act of 1881.

37. Subject to the provisions of section 55 of the Act of 1881 with respect to compensation to landowners and other persons injuriously affected and for protection of creditors the Chancery Division of the High Court of Justice at any time after the passing of this Act on the application of the depositors mentioned in section 54 of that Act by petition in a summary way may and shall order that the sum of sixty-six thousand two hundred and sixteen pounds three per centum consolidated bank annuities mentioned in the said section 54 and the interest or dividends (if any) on that sum shall be transferred and paid to such depositors and on such order being so made the said sum and the interest or dividends thereon shall be transferred and paid to such depositors accordingly.

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

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

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

The joint committee shall within one week after application in writing made to them by any person interested in the carriage of any goods which have been or are intended to be carried over the

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Kingston Railway render an account to the person so applying in which the charge made or claimed by either of the two Companies for the carriage of such goods shall be divided and the charge for conveyance over the said railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

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

Interest not to be paid on calls paid up.

39. Neither of the two Companies shall out of any money by this Act authorised to be raised by calls pay interest or dividends to any shareholder on the amount of the calls made in respect of the shares held by him: Provided that this Act shall not prevent either of the two Companies 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.

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

40. Neither of the two Companies shall out of any money by this Act authorised to be raised pay or deposit any sum which by any standing orders of either House of Parliament now or hereafter in force is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the two Companies or either of them to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

41. Nothing in this Act contained shall exempt the Kingston Railway or the railways of the two Companies from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now or hereafter in force 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.

Costs of Act.

42. 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 two Companies in equal shares.

The SCHEDULE referred to in the foregoing Act.

Heads of Agreement made the sixteenth day of November 1881 between The London and South-western Railway Company (herein-after called the South-western Company) of the one part and The Metropolitan District Railway Company (herein-after called the District Company) of the other part.

Whereas these heads are entered into with reference to and for in part defining the relations of the South-western Company and the District Company (herein-after called the two Companies) as established or intended to be established under the provisions of the Kingston and London Railway Act 1881 and in furtherance of the objects of that Act and especially of the 71st and the four following sections thereof and of the agreement scheduled thereto and confirmed thereby.

And whereas these heads are without prejudice to those provisions of the agreement dated the 30th day of May 1881 between the Kingston and London and the South-western and the District Railway Companies which are not as between the two last-mentioned companies dealt with by this agreement and are also without prejudice to the rights and obligations of the Kingston and London Railway Company under that agreement.

For these purposes and with these objects the two Companies agree as follows:—

1. The lines of railway and stations of the Kingston and London Railway including the interchange station at Surbiton (all of which are herein-after included in the expression the railway) shall be acquired by the two Companies who shall contribute the cost in equal proportions and shall possess equal rights of ownership and user for the traffic of the two Companies respectively. But no third company shall except by express agreement of the two Companies be admitted to the use of the railway. For the purposes of the traffic of the two Companies respectively as herein-after defined and limited the railway is to be considered as the joint property of the two Companies and is to be worked by a joint staff appointed by and under the control of the joint committee herein-after mentioned: Provided that each of the two Companies may at its option appoint its own booking clerks at any of the several stations respectively.

2. The gross receipts derived from local traffic on the railway except as otherwise herein-after provided and a part rateably apportioned by a mileage or chainage division of the gross receipts derived from other traffic passing over the whole or any part of the railway and also over any other railway of the respective companies (but subject in every case to a minimum of one mile to the railway and to such other railways of the two Companies respectively) together with such terminal allowances as may from time to time be agreed or settled by arbitration and all receipts from surplus lands or property advertisements or otherwise arising from or upon the railway shall be carried to a fund to be called the joint property fund.

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3. The joint property fund shall be charged (i) with the cost of maintaining the railway (ii) with the payment of the remuneration and expenses of the joint committee and staff employed on and in connexion with the railway and stations (iii) of all rates taxes (including Government duty which duty will be paid from month to month by each company on its own proportion of the earnings on the railway) rentcharges and other like payments and (iv) of all other working expenses except compensation for loss or accident in respect of through traffic which shall be borne by the two Companies rateably to the mileage such traffic may have been booked or carried upon the railway and also upon any railway of either of the respective companies and also except the salaries of the separate booking clerks (if any) which salaries shall be borne by the respective company appointing such clerks. Each company shall find and pay for its own rolling stock engine drivers guards and firemen and other train appurtenances for working its trains and an allowance shall be made to each company at the rate of one shilling and fourpence per train mile run on and over the railway to cover the cost of haulage and train expenses of traffic so conveyed by them the rate of such allowance to be subject to revision from time to time by agreement or arbitration. The residue of the fund shall be divided between the two Companies in equal proportions.

4. An account of the gross receipts derived from other than local traffic passing from to or over the railway shall be rendered by each company monthly to the Railway Clearing House who shall be empowered to apportion the same on a mileage or chainage apportionment subject to the minima between the respective companies interested in the traffic and shall carry such apportioned earnings of the railway to the credit of the joint property fund.

5. The local traffic of the railway shall be carried in the respective trains of the two Companies from time to time running upon or over it and the fares and rates to be charged for such local traffic shall be fixed by the joint committee on the principle of joint and equal ownership by the two Companies but for all through traffic carried in the trains of the respective companies between any station of either of the two Companies and any station on the railway each of the companies shall be absolutely free to fix its fares and rates and to make its own arrangements for conveying such traffic. The through fares and rates to be charged for traffic booked or passing over the railway between stations of the two Companies or beyond to be mutually agreed or in case of difference to be settled by arbitration.

6. If either company shall require to carry goods upon the railway and the construction or maintenance on the railway of station or other accommodation for goods and mineral traffic so carried which the other company shall not need for the purposes of its proper traffic and to the construction maintenance and working of which at the joint and equal expense of the two Companies and as part of the railway such other company shall object goods may be so carried and the same accommodation shall nevertheless be constructed maintained and worked to any reasonable extent which in the event of differences between the two Companies the standing arbitrator hereafter mentioned shall from time to time approve and upon such terms and conditions as to the expense of carrying and providing maintaining and working it as having regard to its effect on the

net receipts of the railway and the providing of an adequate return upon the capital so expended and the cost of carrying and the maintenance and expense of working such accommodation the standing arbitrator shall in the same event from time to time determine.

7. All accounts under this agreement shall be made up by the accountants of the two Companies parties hereto and by the secretary or the accountant of the joint committee in the months of January and July in each year and settled within one month afterwards.

8. There shall be for the purposes of this agreement a joint committee which shall consist of three directors of each of the two Companies and the first members of such committee shall continue in office to the end of the year 1882.

9. Not later than fourteen days from the expiration of that year each of the boards of the two Companies shall nominate and appoint three of their body as members of the joint committee for the succeeding year and so in like manner in each successive year during the continuance of this agreement. Retiring members may on each occasion be re-appointed.

10. Any occasional vacancy during a current year from death or other cause shall be filled up for the period unexpired by the board of the company by whom the appointment was made.

11. The joint committee shall appoint a secretary or secretaries and make their own regulations as to time and place of meeting and their and his or their remuneration shall be such as the boards of the two Companies may from time to time determine: Provided that the joint committee shall meet specially for purposes relating to the management and control of the railway and matters incidental thereto within one month after written notice to their secretary or secretaries given by or on behalf of the companies or either of them and their secretary or secretaries or either of them shall upon receipt of any such written notice call a meeting of the joint committee with all proper and reasonable despatch.

12. The joint committee shall have the duty of recommending to the respective boards all and whatsoever they deem expedient in the proper management and control of the railway and matters incidental thereto but their recommendations shall be subject to the approval of the respective boards of the two Companies.

13. So soon as both the Kingston and London and the Hampton Court Junction and Guildford Railways shall be passed by the Board of Trade and open for passenger traffic the South-western Company shall be entitled to run over and use for the purposes of passenger traffic only carried by the South-western Company and passing viâ Surbiton and Norbiton and each or either of those routes and places and not otherwise unless with the special consent in writing of the District Company such portions of the District Railway and the stations from time to time thereon as lie between the authorised junction with the railway at Fulham and the stations of the District Company at High Street Kensington and South Kensington respectively including (but subject to the limitation herein-after expressed) those respective stations and all intermediate stations from time to time on those portions of railway.

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14. As regards the running powers over the portion of the District Railway between Earl's Court Station and South Kensington Station the same shall only be exercised after proper and sufficient separate accommodation for the South-western Company's traffic and trains at or adjoining South Kensington Station shall have been provided by that company and whilst the same accommodation shall be maintained and worked by or at their expense. The sufficiency of such separate accommodation so far as it affects the District Company to be determined in case of difference by arbitration as herein-after mentioned. As soon as the South-western Company shall have provided such separate and sufficient accommodation at South Kensington the running powers and relative arrangements under these heads are to extend in favour of the South-western Company to all coaching traffic as defined under the Clearing House description of coaching traffic but to and from South Kensington new station of the South-western Company only: and that company shall not have any use of the South Kensington Station of the District Company except for the purpose of obtaining access to their new station by passing over the additional lines to be provided for that purpose according to the plan annexed to these articles and signed by Mr. Wm. Jacomb and Mr. John Wolfe Barry. At the High Street Kensington Station the South-western Company are to have likewise for passenger traffic only the use of so much of the existing terminal accommodation at that station specially allocated to the District Company as can be from time to time afforded there with due consideration to its convenient user by and to the prior rights of the District Company and to the rights of any other company entitled to use that station as well as to the rights of the South-western Company. The payment to be made for this user by the South-western Company to be a proportion of the cost and maintenance of such terminal accommodation and of the staff employed thereat to be fixed with reference to the proportionate user thereof for terminal purposes by the South-western Company and by the District and other companies (if any): Provided always that the South-western Company shall not be bound to use the High Street Kensington Station. In case of difference such accommodation and proportion of cost to be determined by arbitration.

15. The consideration to be paid to the District Company for the use by the South-western Company under their running powers of the said portions of the District Company's railway in respect of through coaching traffic shall be a mileage or chainage proportion of the agreed through fares and rates with a minimum allowance to the District Company of one mile together with the additional mileage allowances as prescribed in Clause 17 but the South-western Company are to receive for haulage and train expenses in respect of such of the said traffic as is conveyed in their own trains twenty per cent. (less terminal allowances) of the District Company's actual chainage proportion for the distance it is so conveyed and in order to arrive at such proportion of twenty per cent. it shall until otherwise agreed or determined by arbitration be assumed that the traffic conveyed in such South-western trains bears the same proportion to the aggregate traffic carried in all the trains of the two Companies respectively carrying such traffic as the number of South-western Company's trains bears to the aggregate number of the trains of the two Companies carry-

ing such traffic. All South-western passenger trains shall (if required by the District Company) be available for conveying the local passengers of the District Railway free of charge. A local passenger of the District Railway shall include a passenger of the District Company booked through to or from any station (i) on their railway (ii) on the Metropolitan or any other railway (iii) passengers exchanged with any foreign company at any of the District Company's stations. In fixing such agreed through fares and rates the South-western Company shall be entitled to charge equal fares and rates with those charged by the District Company from time to time.

16. A system of through booking for passenger traffic at agreed through rates and fares shall be established and maintained between the respective principal stations of the two Companies (viâ Surbiton and Norbiton and each or either of those routes and places and not otherwise unless with the special consent in writing of the District Company) and the through fares and rates charged for all passengers carried shall be divided between the two Companies in mileage or chainage proportion with a minimum of one mile to each company for its respective railway passed over and to the two Companies for the railway. Provided always that the District Company shall be entitled to receive additional mileage allowances as prescribed in Clause 17.

17. In the case of traffic conveyed to or from the District Railway over the railway and also over the South-western Railway for any distance exceeding in the whole twenty miles and not exceeding forty miles the District Company shall be allowed as for one additional mile and when the traffic is conveyed exceeding in the whole forty miles the District Company shall be allowed as for two additional miles over and above the chainage distance actually carried or over and above (as the case may be) the minimum of one mile as stipulated in Clauses 15 and 16. In apportioning the traffic however the entire actual distance for which it is conveyed shall not be increased by any additions whatever.

18. All trains of the South-western Company using those portions of the District Railway shall contain such number of carriages of the respective classes as the District Company may from time to time reasonably require having regard to the extent of platform accommodation at their stations.

19. So soon as both the Kingston and London and the Hampton Court Junction and Guildford Railways shall have been passed by the Board of Trade and opened for passenger traffic the South-western Company shall be entitled to run over and use for the purposes of goods and mineral traffic as well as of and in addition to passenger and coaching traffic such traffic passing to from or through the Addison Road Station but not otherwise (and always subject to the prior convenience of the District Company) the portion of the District Railway between the authorised Fulham Junction (including Fulham and all intermediate stations for passenger traffic only) and the Earl's Court Junction with the West London Railway (including that junction) but such traffic shall only be entitled to pass to and from Earl's Court Junction by way of the curve A C shown on the diagram attached to this agreement which curve shall be completed and opened for traffic at the sole expense of

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the District Company before or so soon as the South-western Company's running powers accrue. The consideration for such running over and user of the line between the authorised Fulham Junction and Earl's Court Junction as above limited to be for goods traffic a net toll of one shilling and sixpence per ton and for coal and mineral traffic ninepence per ton.

20. Whensoever the curve A C shall be run over with coaching traffic the length of the curve in respect of such last-mentioned traffic shall be deemed to be one mile and the District Company shall be credited accordingly and in other respects such last-mentioned traffic shall be dealt with as provided in Clause 15.

21. Without the consent of the District Company the South-western Company shall not run more than four trains each way in any one hour over the portion of the District Railway lying between the junction at Fulham and Earl's Court Station or stations beyond that station which trains shall be passenger trains only and two trains each way in any one hour between the authorised junction at Fulham and the Earl's Court Junction of the West London Railway or stations beyond that junction but there may be such additional goods or mineral trains between the two last-named points run during the night after the passenger traffic has ceased as may be agreed between the two Companies provided that the times of the running of all trains shall be under the reasonable control of the District Company so as to avoid undue interference with the working of the District Railway and the trains thereon of the District Company and of companies having previously existing rights which shall in all cases have reasonable priority in time.

22. The South-western Company and their servants using the District Company's railway under this agreement shall be under the rules of and shall observe such byelaws and regulations of the District Company as may from time to time be in force for regulating generally the traffic on their railways.

23. The two Companies shall afford each to the other at all stations reasonable space for the display of time bills notices and placards relating to the traffic of their respective companies the subject of this agreement.

24. All matters relating to this agreement which are hereby referred to arbitration shall be referred to and be determined by the standing arbitrator.

25. The first standing arbitrator shall be Sir John Hawkshaw and his appointment shall date from the day of the date hereof and shall be in force until the end of the year 1882 provided that for all matters which before that day shall have been referred to him and not then have been disposed of by him his functions shall continue and be in force until the final determination of such matters and this provision shall be applicable and apply to all future standing arbitrators.

26. Within some convenient time before the end of 1882 and in like manner in each successive year a standing arbitrator shall be appointed by the boards of the two Companies in the place of the arbitrator whose functions will then expire but the existing arbitrator may in each case be re-appointed.

27. In case the boards of the two Companies do not agree in the appointment of a standing arbitrator the Board of Trade may on the application of either company make the appointment.

28. Occasional vacancies in the office of standing arbitrator from death or other cause during the period for which he is appointed or during which his authority to act shall in the cases mentioned in this agreement continue shall be filled up in like manner as is herein-before provided with respect to the appointment of a new standing arbitrator.

29. The standing arbitrator shall have all the powers of a single arbitrator appointed under the provisions of the Railway Companies Arbitration Act 1859.

30. The working by the District Railway Company over the lines of railway in this agreement referred to shall not be held to be a working within the meaning of the 43rd section of the Metropolitan District Railway Act 1875 nor shall it in any way affect the powers of the District Company to work over portions of the London and South-western Railway as authorised by that section.

In witness whereof the respective companies have hereunto set their common seals the day and year first above written.

The common seal of the above-named Metropolitan District Railway Company was affixed hereto in the presence of

Seal of the Metropolitan District Railway Company.

Wm. JONES
Chief Clerk
Met. Dist. Railway Company
6 Westminster Chambers S.W.

The common seal of the above-named London and South-western Railway Company was affixed hereto in the presence of

Seal of the London and South-western Railway Company.

Fred. J. MACAULAY
Secretary.

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