



CHAPTER cxc.

An Act for incorporating a Company, and authorising them to make and maintain a Railway from Hounslow to Ealing, in the county of Middlesex; and for other purposes. A.D. 1880.
[26th August 1880.]

WHEREAS the making and maintaining of a railway from Hounslow to join the Ealing Extension of the Metropolitan District Railway at Ealing, in the county of Middlesex, as by this Act authorised, would be of public and local advantage :

And whereas the persons in that behalf in this Act named, with others, are willing, at their own expense, to carry the undertaking into execution if authorised so to do, and are desirous of being incorporated into a company for the purpose :

And whereas by the Hounslow and Metropolitan Railway Act, 1866, (in this Act called the Act of 1866,) the Hounslow and Metropolitan Railway Company (in this Act called the old company) were incorporated with a share capital of one hundred and twenty thousand pounds, and power to borrow not exceeding forty thousand pounds, and were authorised to make and maintain a railway from the authorised Acton and Brentford Railway to Hounslow, in the county of Middlesex : 29 & 30 Vict.
c. cccxxxvi.

And whereas no part of the capital authorised by the Act of 1866 has been raised, and none of the powers of that Act in relation to making the railway authorised thereby have been exercised, and it is expedient that the same should be abandoned and the affairs of the old company wound up and the old company dissolved :

And whereas plans and sections showing the lines and levels of the railway authorised by this Act, and also books of reference containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of

A.D. 1880. Middlesex, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the objects 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 for all purposes as the Hounslow and Metropolitan Railway Act, 1880. .

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

2. The Companies Clauses Consolidation Act, 1845, and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, 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 III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-
tion of terms.

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

Incorpora-
tion of
Company.

4. Henry Daniel Davies, Jason Gurney, and James Oliver Mason, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a company for the purpose of making and maintaining the railway, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Hounslow and Metropolitan Railway Company," and by that name shall be a body corporate,

with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

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

Power to
make rail-
way.

A railway, 5 miles 3 furlongs 6 chains and 80 links, commencing in the parish of Heston, in the county of Middlesex, in a field belonging or reputed to belong to Charles Frederick Hore, and in the occupation of Hannah May, and terminating in the parish of Ealing, in the county of Middlesex, by a junction with the Ealing Extension of the Metropolitan District Railway.

6. The capital of the Company shall be two hundred and ten thousand pounds in twenty-one thousand shares of ten pounds each.

Capital.

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

Shares not to
be issued
until one
fifth paid.

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

Calls.

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

Receipt
clause in case
of persons
not sui juris.

10. Subject to the provisions of this Act the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share," but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division

Power to
divide shares.

A.D. 1880. — fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on
half shares.

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

Dividend on
preferred
shares to be
paid out of
the profits of
the year only.

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

Half shares
to be regis-
tered and
certificates
issued.

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

Terms of
issue to be
stated on cer-
tificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of
preferred
shares.

15. The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the forfeiture of shares for nonpayment of calls, shall apply to all preferred half shares created under the authority

of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon with interest.

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16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred
shares not to
be cancelled,
&c.

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

Half shares
to be half
shares in
capital.

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

Power to
borrow on
mortgage.

19. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a

Appointment
of a receiver.

A.D. 1880. receiver is made shall not be less than seven thousand pounds in the whole.

Debenture
stock.

20. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application
of moneys.

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

First ordi-
nary meet-
ing.

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

Number of
directors.

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

Qualification
of directors.

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

Quorum.

25. The quorum of a meeting of directors shall be three, but in case the number shall be reduced to three the quorum shall be two.

First direc-
tors.

26. Henry Daniel Davies, Jason Gurney, and James Oliver Mason, and two other persons to be nominated by them or the majority of them, and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act or nominated as aforesaid being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present personally or by proxy shall elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845, and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of
directors.

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

Lands for extraordinary purposes.

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

Period for compulsory purchase of lands.

29. Every bridge erected for carrying a highway over the railway by this Act authorised shall, together with the approaches thereto and the roadway over the same, and all other necessary works connected therewith, be erected, built, made, and constructed by and at the cost of the Company, under the superintendence and to the satisfaction of the surveyor of county bridges for the county of Middlesex, and, notwithstanding anything in this Act or in the Acts incorporated therewith, or in any general or special Act contained to the contrary, shall, together with the approaches, roadway, and other necessary works connected therewith, be at all times hereafter maintained at the expense of the Company to the satisfaction of such surveyor as aforesaid, and, notwithstanding anything in this Act contained, the approaches to and the ascent over any such bridge as aforesaid shall not be more than one foot in thirty feet.

Company to maintain and repair bridges erected over their railway.

30. Whereas the railway is intended to be carried across the Grand Junction Canal at a point where the boundary of the parishes of Isleworth and Hanwell passes along the canal, and it is expedient that the following provisions should be made in relation to such crossing: Be it enacted therefore as follows; that is to say,

Provisions for protection of Grand Junction Canal.

(1.) Except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the rights, privileges, or powers vested in the Company of Proprietors of the Grand Junction Canal (herein-after referred to as "the canal company"), and the Company shall not (except as herein-after mentioned), without the consent of the canal company under their common seal, alter the line or level of the Grand Junction Canal (herein-after called "the canal"), or of the towing-path thereof, or obstruct or impede the navigation of the canal, or divert, intercept, cut off, take, use, or diminish any of the waters of or in the canal, or which may be taken for the use of or which supply the canal, or injure or interfere with any of the works of the canal, or, except for the limited purposes herein-after mentioned, take or use any part of the canal or of the towing-paths, locks, feeders, lay-byes, wharves, warehouses, banks, bridges, or other works connected with the canal, or any land belonging to the canal company; and the

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Company shall not, without such consent as aforesaid (which however is not to be withheld without reasonable and sufficient cause), make, at the point of crossing the canal, any deviation northward from the centre line of the railway, as delineated on the deposited plans, of more than fifteen yards, nor any deviation from the level of the railway, as delineated on the deposited sections, which would lower such level so as to prevent or interfere with the giving of a clear headway of fifteen feet beneath the bridge by which the railway is to be carried over the canal as herein-after mentioned; and nothing in this Act contained shall compel the canal company to convey the fee simple of the land belonging to them, over which the railway is intended to pass, to the Company, but the same shall remain vested in the canal company, subject, nevertheless, to the right of the Company and their successors for ever to construct and maintain the railway, and have, use, and possess such way and passage for the railway as are hereby provided for, together with all rights and easements necessary for the due use and enjoyment of the same :

- (2.) For the purpose of carrying the railway over the canal, the Company shall, notwithstanding anything in this Act contained, make and maintain a bridge of brick, stone, or iron, or any of those materials combined, over the canal and the towing-path thereof, and no part of the soffit or underside of the bridge shall be less than fifteen feet clear above the weir level of the canal at the point where the railway is carried over the canal; and the bridge shall be constructed so as to be carried over the whole of the said canal and the towing-path thereof, and other property adjoining thereto in which the canal company are interested, by two arches or spans, one of which over the canal and towing-path shall be not less than sixty feet in width, measured at right angles to the face of the abutments, and the other, for the relief of the flood waters of the River Brent, to be placed on the west side of the larger opening, if desired by the Company, shall be not less than twenty-five feet, measured as aforesaid, and the width of such bridge between the parapets shall not be greater than is necessary for two lines of rails, and the present line of the waterway on the towing-path side of the canal and the towing-path shall not be altered or obstructed, and the abutments of the bridge shall be placed in such positions as shall be determined by the engineer of the canal company; and all the before-mentioned works shall be carried on and completed in such manner as

that no obstruction shall be caused to the steam vessels, boats, or barges navigating the canal, or the horses towing such boats or barges, and the Company shall not during the progress of constructing the bridge, and the works connected therewith, diminish the open and uninterrupted navigable waterway in the canal to less than thirty feet in width of water, nor diminish the width of the towing-path to less than eight feet, nor leave a clear headway above the level of the surface of such water and towing-path of less than eight feet :

- (3.) The bridge and all the works connected therewith shall be constructed and for ever thereafter maintained in good and substantial repair by the Company, and so far as relates to all necessary precautions for the preservation of the canal and the towing-path thereof, the water in the canal and the works connected with the canal, and of a free and uninterrupted passage along the canal and towing-path, the bridge and all the works connected therewith, and all future repairs thereof that may be reasonably required from time to time, shall be constructed and performed according to plans and specifications to be submitted to and to be subject to the reasonable approval of the engineer for the time being of the canal company previously to the commencement of the works, and such works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer, whose reasonable expenses in respect of such superintendence shall be paid by the Company; and in case during the progress of the bridge or any of the works any damage shall be occasioned to the canal or towing-path or works thereof respectively, the Company shall, under such superintendence and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage; and if the bridge, or any of the works connected therewith, or any part thereof, shall be imperfectly constructed, or if at any time or times thereafter the bridge or any part thereof shall be out of repair, or if in sinking the foundations for the abutments of the bridge or the works connected therewith, or otherwise, any loss of water or any obstruction of the navigation of the said canal shall occur, and notice thereof in writing shall be given by any officer or agent of the canal company to the Company, or their secretary or other officer, and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith if the nature of the case shall require it, well, sufficiently,

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and effectually amend such construction, or repair such bridge or works, or prevent such loss of water, or remove such obstruction, as the case may be, under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the canal company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require, and the Company shall from time to time pay to the canal company within fourteen days after demand¹ all the costs and expenses which may be incurred by them from time to time in and about the superintendence and the construction of all the herein-before mentioned works and repairs, and the bridge and all the works connected therewith shall be completed within the period of eighteen months from the day on which the same shall be commenced; and if the bridge and the works connected therewith shall not be completed within that period, the Company shall forfeit and pay to the canal company as and for liquidated damages the sum of twenty pounds for every day after the expiration of that period until the bridge and the works connected therewith shall be completed :

- (4.) If in the execution of any of the works by this Act authorised, or by reason or in consequence of any act, neglect, or omission of the Company, or their agents, contractors, servants, or workmen, or if in sinking the foundations of the abutments of the bridge, or in consequence of any of the works when made, the water in the canal shall leak, escape, or run to waste from the canal, the Company shall pay to the canal company the sum of twenty shillings as and for liquidated damages for every reasonably estimated one thousand cubic feet of water which shall have leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity, and if by reason or in consequence of any of the circumstances or causes aforesaid the navigation of the canal or the passage along the towing-path thereof shall be obstructed or interrupted, so that steam vessels, boats, or barges navigating the canal, or the horses towing such boats or barges, shall be impeded in their passage, or shall not be able to pass uninterruptedly along the canal or towing-path, then and in any and every such case the Company shall pay to the canal company the sum of ten pounds as and for liquidated damages for every hour during which any and every such obstruction or interruption shall continue, after notice thereof shall have been given by any officer or agent of

the canal company to the Company or their secretary, or other officer, but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or omission on the part of the Company, or of any of their agents, contractors, servants, or workmen, then and in every such case the Company shall pay to the canal company the sum of twenty pounds as and for liquidated damages for every hour during which such obstruction or interruption shall continue :

- (5.) Nothing herein contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages aforesaid, or to prevent any owner of steam vessels, boats, or barges, or any other person whomsoever using or navigating the canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay for or in consequence of the wilful acts, neglects, or defaults of the Company, their contractors, agents, servants, or workmen, or in consequence of the flowing or escape of the water out of the canal, if the same shall be caused or happen by reason of the making or maintaining of the railway, or of the bridge, or of the works connected therewith, and the canal company or any such owner or other person are hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

31. Whereas certain mains, pipes, services, and other works belonging to and now in use by the Grand Junction Waterworks Company (in this section called "the water company"), for the purpose of their water supply, will or may, in the execution of the works by this Act authorised, be intersected or otherwise interfered with : Therefore the following provisions shall have effect :

Provisions
for protec-
tion of the
Grand Junc-
tion Water-
works Com-
pany.

- (A.) All works, matters, or things which the Company may be empowered or required to do or execute with reference to the mains, pipes, services, or other works of the water company shall be done and executed by and at the expense of the Company, but to the entire satisfaction of and in such manner as shall be reasonably required by the engineer for the time being of the water company. Such works, matters, or things shall not be commenced till after fourteen days notice thereof in writing shall have been given by the Company to the water company, and if the water company, by notice in writing to the Company, within seven days after the receipt by them of

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notice of the intended commencement by the Company of any such work, matter, or thing, require that the water company shall, by their own engineer or workmen, do or execute such work, matter, or thing, the water company may, on the expiration of the first-mentioned notice, do or execute the same, and the Company shall, on the completion thereof, pay to the water company the reasonable expenses incurred by them in the execution thereof :

- (B.) The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the water company, or their engineer or officers, of all or any of the works by this Act authorised during the progress and until the completion of the same, and by which any main, pipe, service, or work of the water company shall be interfered with :
- (C.) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company, or by the acts of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Company shall forfeit and pay to the water company, for the use and benefit of the water company, the sum of fifty pounds by way of liquidated damages for every twenty-four hours, or in proportion for any less period, during which such interruption shall continue, such sum to be recovered by the water company in any court of competent jurisdiction :
- (D.) The expense of all repairs and renewals of any main, pipe, or service of the water company, or any works in connexion therewith, which may at any time hereafter be rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the water company in any court of competent jurisdiction :
- (E.) The water company, and their engineer and workmen, may at all reasonable times when necessary enter upon the railway, and the incidental works connected therewith, for the purpose of laying and maintaining, and may lay and maintain, any mains, pipes, services, or other works needful or proper for carrying on their supply of water under or over the said railway and works where such mains, pipes, services, or other works now exist, and in every case in which the works of the Company shall interfere with the mains and pipes of the water company, the Company shall give every reasonable facility for

provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size: Provided always, that the water company shall in the exercise of these powers do as little damage as possible, and shall not interrupt or prejudicially interfere with the traffic passing on the railway or other property of the Company, and that all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company :

(F.) If any difference shall arise between the Company or their engineer and the water company or their engineer touching the amount of any costs, expenses, or charges under the provisions of this Act, or any Act incorporated therewith, to be paid by the Company to the water company, or touching any work, matter, or thing with reference to the mains, pipes, services, or other works of the water company under such provisions to be done or executed by the Company or the water company, or the mode of doing or executing the same, such difference shall be settled by arbitration in accordance with the provisions of the Companies Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration :

(G.) Except as in this Act specially provided, nothing in this Act shall prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities of the water company.

32. Whereas the railway is intended to be carried through an estate in the parish of Ealing belonging to the Ecclesiastical Commissioners for England in a cutting, whereby such estate will be severed into two parts, and it is expedient to make the following provisions in respect thereof: Therefore, for the purpose of providing and securing to the said Ecclesiastical Commissioners, to their sequels in estate (who are herein-after included together in the expression "the Commissioners"), and to the occupiers of the said estate communication between the severed portions of that estate and otherwise for their protection, the provisions next herein-after following shall have effect; (that is to say,)

(A.) The Company shall not in the construction of the railway, without the consent of the Commissioners to be signified in writing under the hand of their secretary, and then only to the extent to which such consent may be so signified, deviate from the centre line of railway as shown on the deposited plans, but such consent shall not be withheld without sufficient reason, and the Company shall not, without the like consent, to be signified in manner aforesaid, take any lands of the Commis-

Provisions
for protec-
tion of the
Ecclesiastical
Commission-
ers.

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sioners, except such as may be necessary for the construction of the railway, and of one or more passenger stations in connexion therewith :

- (B.) At a point five and half chains from the point where the railway enters the western boundary of the said Commissioners estate, the Company shall, before they open the railway, construct, and for ever thereafter maintain, a bridge and properly metalled roadway, of a width of not less than forty feet between the parapets of the bridge, with properly metalled and fenced approaches thereto, of a width uniform with that of the said roadway, such approaches to be of an uniform gradient not steeper than one in twenty. The Company shall pay for the land occupied by the slopes of the approaches to such bridge, but shall not be required to pay for the land required for the roadway of the said approaches, but the freehold of so much thereof as shall not be within a line in continuation of the general line of the fence of the Company on either side of the bridge shall remain in the Commissioners. The purchase money of the lands occupied by the said slopes shall be determined as if the entire interest in such land were acquired under the powers of the Lands Clauses Consolidation Acts :
- (c.) In case the Commissioners shall at any time, either before or after the completion of the railway, require to construct any other bridge or bridges over the railway for the purpose of affording further communication between the severed portions of their estate, they shall be at liberty to construct the same at their own expense, and for that purpose to enter upon the lands, railway, and works of the Company with their officers, workmen, and servants, doing as little damage as may be, and the Company shall afford them every reasonable facility for such construction. Any such bridge shall be executed in accordance with plans, sections, and drawings to be previously agreed upon between the engineers of the Company and of the Commissioners for the time being, and shall be completed to the satisfaction of the engineers of the Company; and in the event of the said engineers differing in opinion, the same provisions as are contained in sub-section (g.) of this section, with regard to arbitration in respect of works to be executed by the Company, shall take effect in respect of any such difference :
- (D.) The Company shall not in the construction of their works interfere, except so far as may be absolutely necessary for the construction of the railway, with the drainage of the said

Commissioners estate, and in case any such interference should be absolutely necessary, the Company shall before interfering therewith provide some equally effective system of drainage as a substitute :

(E.) In the event of the Commissioners at any time, either before or after the completion of the railway, constructing any main sewer or main sewers for the purpose of draining the lands severed by the railway, and its becoming necessary that any portion of such sewer or sewers should pass under the lands to be acquired from the Commissioners, the Company shall, at their own expense, construct, and within six months after the receipt of a requisition to that effect, in writing under the hand of the secretary to the Commissioners, complete the construction of, and shall for ever thereafter maintain, such portion of the said sewer or sewers. The said sewer or sewers shall be constructed by the Company with culverts or otherwise, in such manner as that access may be had thereto at all times by the Commissioners, their officers, workmen, and servants, without interfering with the railway or the traffic thereupon :

(F.) The severed lands of the Commissioners shall be well and sufficiently fenced off from the lands to be acquired by the Company by a light iron hurdle fence of such pattern as may be approved by the Commissioners :

(G.) All the works to be executed by the Company for the protection and accommodation of the Commissioners shall be executed in accordance with plans, sections, and drawings to be previously agreed upon between the engineers of the Company and of the Commissioners for the time being, and shall be completed to the satisfaction of the engineer of the Commissioners; and in the event of the said engineers differing in opinion, the matter with respect to which they differ shall be referred to, and executed according to the direction of, an umpire appointed by them, and failing agreement as to such appointment, by an engineer to be appointed, on the application of the Company or the Commissioners, by the President for the time being of the Institute of Civil Engineers. The costs of such application and of any reference to arbitration under this provision shall be in the discretion of the umpire.

33. For the protection of the Royal India Asylum at Ealing, the following provisions shall be observed and have effect :

(A.) The quantity of land forming part of that estate to be taken compulsorily by the Company under the powers of this Act

Provisions
for protec-
tion of the
Royal India
Asylum.

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shall not exceed two acres, without the consent of the Secretary of State for India in Council :

- (B.) The railway shall be carried through the grounds of the asylum in a cutting not less than nine feet in depth at the west end of the grounds, or than thirteen feet at the east end, below the present surface of the ground :
- (C.) A bridge with roadway shall be constructed and maintained by the Company over this cutting, at a point to be approved by the Secretary of State, so as to connect the two portions of the estate, such bridge to be twenty feet wide in the clear, with sides not less than seven feet high, continued so as to be connected with the fences herein-after mentioned on either side of the line, and with approaches to the bridge on either side of a gradient not steeper than one in fifteen :
- (D.) The railway shall be effectually fenced off from the grounds on either side of the cutting by a fence of suitable design and materials, not less than eight feet six inches in height. This fence shall be continued so as to shut off the bridge at each end, with gates ten feet wide opposite the centre of the roadway, so as to exclude the patients at the asylum from access to the bridge, except those passing from one portion of the grounds to the other. The fences and gates shall be constructed by the Company to the satisfaction of the Secretary of State, with the necessary return fences at each end :
- (E.) The Company shall provide and maintain such temporary fencing as the Secretary of State may consider necessary for the safety of the patients during the construction of the railway through the asylum grounds.

Provisions
for protec-
tion of the
Great West-
ern Railway
Company.

34. For the protection of the Great Western Railway Company (in this section called the Great Western Company) the following provisions shall have effect ; (that is to say,)

- (1.) The Company shall not enter upon or interfere with the Great Western and Brentford Railway of the Great Western Company (in this section called the Brentford Railway), or any of the lands or works of that company, or execute any works whatever under, over, or affecting the same, until the Company shall have delivered to the Great Western Company plans and drawings of such intended works, and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company, or in the event of his failure for fourteen days after the delivery of the plans and drawings, until the same shall have been approved by an engineer to be appointed on the application of the Com-

pany by the Board of Trade, and all the intended works shall be executed by the Company, at their sole expense, in all things according to such approved plans and drawings, and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company, or in case of difference by an engineer to be appointed by the Board of Trade :

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- (2.) In constructing the railway by this Act authorised through or over the land and property of the Great Western Company, the Company shall not deviate from the centre line shown on the deposited plan where the railway crosses the Brentford Railway more than fifteen yards on either side of the said centre line without the previous consent in writing of the Great Western Company under their common seal. And the said railway, where the same is intended to cross the Brentford Railway, shall be carried over that railway and works by means of a bridge of one span of not less than thirty feet on the square, and a headway of not less than fifteen feet high, and such crossing of the Brentford Railway shall be effected in such a manner as not to injure the stability of the said railway and works of the Great Western Company in any way whatever: Provided always, that the Company shall, if required to do so by the Great Western Company, within fourteen days after they have delivered to that company the plans and drawings herein-before referred to, construct such bridge by means of two spans, each of the dimensions above specified, or of such other dimensions and in such positions as may be required by the Great Western Company, and the Great Western Company shall pay to the Company the extra expense of so doing, such extra expense being the excess of the cost of the said bridge of two spans over and above what the cost would have been of the bridge of a single span, and of so much of the embankment as must have been constructed had the bridge of a single span of the dimensions herein-before specified been constructed instead of the bridge of two spans :

- (3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railway by this Act authorised, over and adjacent to the Brentford Railway of a sufficient number of inspectors, signalmen, or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the

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—

operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :

- (4.) Notwithstanding anything in this Act contained, the Company shall from time to time be responsible for and make good to the Great Western Company all losses, costs, damages, and expenses which may be occasioned to them, or any of their works or property, or to the traffic on their railway, or to any company or persons using the same, or otherwise, during the execution or by reason of the failure of any of the intended works, or of any act, default, or omission of the Company or of any persons in their employ, or of their contractors, or otherwise, and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act, default, or omission :
- (5.) The Company shall, at their sole expense, at all times maintain the bridge and the span or spans, as the case may be, thereof, and the other works by which the railway by this Act authorised shall be carried over the Brentford Railway, in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company, and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose, or in case of urgency, the Great Western Company may make and do in and upon as well the land of the Company as their own land all such works and things as the Great Western Company shall think requisite in that behalf for ensuring such repair, and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company, and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :
- (6.) In constructing the railway by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the Brentford Railway, and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the Brentford Railway, so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the Great Western Company the sum of twenty pounds

per hour during which any such obstruction or interference shall continue: A.D. 1880.

(7.) Nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands of the Great Western Company, or to alter, vary, or interfere with the Brentford Railway, or with any of the works thereof, further or otherwise than is necessary for the construction of the railway by this Act authorised, without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal; and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the Great Western Company shall sell or grant accordingly, an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same:

(8.) If at any time or times hereafter the Great Western Company require to widen or otherwise improve the Brentford Railway, or to lay an additional line of rails thereon, the Company shall, free of charge, afford to the Great Western Company all necessary facilities for so doing, either by that company increasing the span or spans, as the case may be, of the aforesaid bridge, or by constructing another bridge or bridges, span or spans, in addition thereto, or otherwise:

(9.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid, or any of them, such dispute shall be settled by an arbitrator to be agreed upon between the parties, or in case of difference to be appointed, on the application of either party, by the President for the time being of the Institution of Civil Engineers in London, the costs of such arbitration to be in the discretion of such arbitrator.

35. 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 Company 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

Power to
take ease-
ments, &c.
by agree-
ment.

A.D. 1880. in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges, as aforesaid respectively.

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

36. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, nine thousand nine hundred and fifty-five pounds twelve shillings and threepence Consolidated Three per Cent. Annuities, being five per centum upon the amount of the estimate in respect of the railway, has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted, that, notwithstanding anything contained in the said Act, the said deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, which persons, survivors, or survivor are or is in this Act referred to as the depositors, unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Chancery Division shall, on the application of the depositors or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the fact therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

37. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any

portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

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

Period for
completion of
works.

39. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

Tolls.

In respect of passengers and animals conveyed on the railway—

For every person conveyed in or upon any carriage, per mile not exceeding twopence;

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny;

For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any carriage, per mile not exceeding threepence;

A.D. 1880.

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny ;

For every ox, cow, bull, or head of neat cattle conveyed in or upon any carriage, per mile not exceeding twopence ;

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny ;

For every calf or pig, sheep, lamb, or other small animal conveyed in or upon any carriage, per mile not exceeding one penny halfpenny ;

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one halfpenny.

In respect of goods and other things conveyed on the railway or any part thereof, as follows :

Class 1. For all coal, coke, culm, cannel, ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, limestone, chalk, lime, bricks, salt, sand, fire-clay, cinders, slag, and stone, per ton per mile one penny halfpenny ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny :

Class 2. For all dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, charcoal, stones for building, pitching, and paving, tiles, slates, and clay (except fire-clay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile one penny halfpenny ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny :

Class 3. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile twopence halfpenny ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

Class 4. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

For every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, conveyed on a truck or platform belonging to the Company, sixpence per mile, and a like sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh. A.D. 1880.

40. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

41. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,) Regulations as to tolls.

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

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile, and in respect of passengers, every fraction of a mile beyond an integral number of miles shall be deemed a mile :

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

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

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

42. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight, notwithstanding the rates prescribed by this Act, the Company may demand and take any toll not exceeding the following ; (that is to say,) Tolls for small parcels and articles of great weight.

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

If not exceeding seven pounds in weight, threepence ;

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If exceeding seven pounds in weight but not exceeding fourteen pounds in weight, fivepence ;

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

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

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

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

For the carriage of single articles of great weight :

For the carriage of any one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage provided by the Company, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile :

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

Maximum
rates for
passengers.

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

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

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

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

Maximum
rates for
animals and
goods.

44. The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and every other expense incidental to the conveyance, except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the

business or duty of a carrier, where any such service is performed by the Company, shall not exceed the following sums; (that is to say,) A.D. 1880.

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

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

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

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

For everything in Class 2, twopence per ton per mile;

For everything in Class 3, threepence per ton per mile;

For everything in Class 4, fourpence per ton per mile;

For every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried and conveyed on a truck or platform belonging to the Company, per mile not exceeding sixpence, and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

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

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

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

48. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains. Company
may take
increased
charges by
agreement.

A.D. 1880.
Confirmation
of agree-
ment with
the Metro-
politan Dis-
trict Rail-
way Com-
pany.

49. The agreement entered into between the promoters and the Metropolitan District Railway Company, dated the third day of June one thousand eight hundred and eighty, which is set forth in the schedule to this Act, is hereby confirmed and made binding on the promoters and the Company and the Metropolitan District Railway Company, and full effect may and shall be given thereto as an incorporated part of this Act, as if the Company were named in the said agreement instead of the promoters.

Making of
railways
authorised by
29 & 30 Vict.
c. cccxxxvi.
to be aban-
doned.

50. The old company may and shall abandon the making of the railways authorised by the Act of 1866, and on and after the passing of this Act the old company shall, except only as is by this Act otherwise expressly provided, be absolutely freed from all obligation with respect to the making and maintaining of those railways.

Compensa-
tion for
damage to
land by entry,
&c. for pur-
poses of rail-
ways aban-
doned.

51. The abandonment by the old company under the authority of this Act of the last-mentioned railways 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 old company 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 of the line of those railways, or either of them, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company 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 lands of any of the powers contained in the Railway Clauses Consolidation Act, 1845, or the Act of 1872.

Compensa-
tion to be
made in
respect of
railways
abandoned.

52. Where before the passing of this Act any contract may have been entered into or notice given by the old company for the purchasing of any land for the purposes of or in relation to the last-mentioned railways, or either of them, or any portion thereof, the old company 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 old company 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.

A.D. 1880.

53. Upon the production of this Act, authorising the abandonment of the railways authorised by the Act of 1866, the bond given to the Crown under section 41 of that Act shall be delivered up to the old company to be cancelled, and satisfaction shall be entered up in respect thereof.

Cancellation
of bond entered
into under
29 & 30 Vict.
c. cccxxxvi.

54. Forthwith after the passing of this Act the old company shall proceed to wind up their affairs, and shall pay, satisfy, and discharge all their debts, liabilities, and engagements.

Provision for
winding up
affairs of old
company.

55. When all debts, liabilities, and engagements of the old company are paid, satisfied, or discharged, and the affairs of the old company are wound up, the old company shall be by this Act dissolved, and shall thenceforth wholly cease to exist.

Dissolution
of old
company.

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

Interest not
to be paid on
calls paid up.

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

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

58. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better or more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Provisions as
to general
Railway Acts.

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

Expenses of
Act.

A.D. 1880.

The SCHEDULE herein-before referred to.

AN AGREEMENT, made the 3rd day of June 1880, between the Metropolitan District Railway Company (herein-after called "the District Company"), of the one part, and Henry Daniel Davies, of Spring Grove, Isleworth, in the county of Middlesex, Esquire, Jason Gurney, of Percy Lodge, Hounslow, in the said county of Middlesex, Esquire, and James Oliver Mason, of No. 94, Grosvenor Road, Pimlico, in the said county of Middlesex, Esquire, being the promoters of a Bill now pending in Parliament, and intituled "A Bill for incorporating a Company, and authorising them to make and maintain a railway from Hounslow to Ealing, in the county of Middlesex; and for other purposes" (herein-after called "the promoters"), of the other part.

It is mutually agreed by and between "the District Company" and "the promoters," for the considerations herein-after mentioned, as follows; (that is to say,)

1. In the event of the said Bill (herein-after referred to as "the Bill") passing into law, the company to be incorporated by the Bill (herein-after referred to as "the Hounslow Company") shall, at their own expense, construct and complete, and for one year after such completion maintain, the railway proposed to be authorised by the Bill as the same may pass into law (herein-after referred to as "the railway"), including all necessary and proper junctions signals, interlocking apparatus, and other works and conveniences at the intended junction of the railway with the railway of the District Company, and including also stations, sheds, sidings, turntables, water tanks, telegraphs, and all other necessary and proper works and conveniences, so that the same may form a complete and convenient line of railway; and the Hounslow Company shall in like manner, at their own expense, obtain the certificate of the Board of Trade for the opening of the railway for public traffic.

2. The Hounslow Company will, with all reasonable expedition, and at the latest by the time in that behalf limited by the Bill as passed into law, or within such further time as may, with the consent of the District Company, be limited by any Act of Parliament for that purpose to be hereafter passed, so as aforesaid construct, complete, and maintain the railway proposed to be authorised by the Bill in manner aforesaid.

3. Before the opening of the railway for public traffic the Hounslow Company shall, to the reasonable satisfaction of the engineer for the time being of the District Company, make all such arrangements as shall be proper and sufficient for enabling the District Company on and after the opening of the railway for public traffic to work the railway according to this agreement.

4. The District Company shall, on and from the date of one year after such opening in accordance with the Board of Trade certificate, subject nevertheless to the 27th section of the Railways Clauses Act, 1863, maintain, renew, and uphold the railway in a full and efficient manner, and shall from and after the opening of the railway in the like full and sufficient manner work, regulate, and manage the railway for passengers and coaching traffic, but not for goods or minerals, and provide the engines, carriages, and other rolling stock and plant necessary for such working, and shall appoint and employ the officers and servants, and man, stock, work, and use the railway, and do all other acts and things needful for working, maintaining, and regulating the railway as aforesaid, and shall so work, maintain, and manage the railway as fairly and efficiently to develop the traffic thereof, and the District Company shall at all times keep and maintain the railway, stations, buildings, and works in an efficient state of repair to the reasonable satisfaction of the Hounslow Company.

5. The number of trains, fares and rates, and all other matters affecting the working, shall be regulated and fixed by the District Company, but if the Hounslow Company be at any time dissatisfied with the train arrangements, or the amount of the fares or rates upon the same, or otherwise in relation to the maintenance or working of the railway, they may require that any or all of such questions shall be settled by arbitration in manner herein-after mentioned, and the decision of the arbitrator shall be final and binding as between the companies, and may be enforced accordingly.

6. So far as from time to time lawfully may be, the District Company shall, from and after the opening of the railway for public traffic, have, exercise, and enjoy, for the purposes of such maintenance and working by them of the railway as aforesaid, all the rights, powers, authorities, and privileges whatsoever of the Hounslow Company, both present and future, with respect to the maintenance, regulation, management, use, and enjoyment of the railway, and the Hounslow Company shall at all times during the continuance of this agreement, in any case or cases when the District Company cannot lawfully exercise any right or power reasonably required for such purposes as aforesaid, themselves exercise and put in force (at the request and at the costs and charges of the District Company) all such rights and powers and do all such acts as may be required for enabling the District Company effectually to exercise such powers and perform the obligations hereby conferred and imposed.

7. The District Company shall, in the exercise of their rights and privileges under this agreement, in all respects duly observe and perform the several provisions with respect to the working of the railway and to the passenger and coaching traffic thereon contained in the Act or Acts, public or private, from time to time in force with respect to or affecting the railway, and shall at all times fully and freely indemnify and save harmless the Hounslow Company from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims and demands, whatsoever in any way occasioned or incurred by or by reason of any act or default of the District Company, or any of their directors, agents, officers, or servants, in relation to the management and working by the District Company of the railway, or any part thereof, or of the traffic thereon.

8. Out of the gross receipts to be derived from the traffic on the railway, or

A.D. 1880. any part thereof, the District Company shall, after the deduction of passenger duty, retain 50 per centum of such gross receipts, which said 50 per centum shall be in full satisfaction and remuneration for the working, managing, and fully and efficiently maintaining, renewing, and upholding of the railway, and for the performance by the District Company of every other obligation undertaken by them under this agreement with reference to the railway.

9. The residue of such gross receipts shall belong to the Hounslow Company, and shall be paid over to that company by the District Company half-yearly, on the 30th day of June and the 30th day of December respectively, or within six weeks after the expiration of the half-year in which the money shall have been earned.

10. The "gross receipts" shall include all fares, rates, and sums received or earned from passengers, including annual and season tickets, parcels, horses, carriages, and dogs, mails, tolls (if any) received or due from any other companies, advertisements, and placards, rents, or other income belonging to the Hounslow Company.

11. The District Company shall further allow and in like manner pay to the Hounslow Company an annual rebate, at the rate of 10 per centum, in respect of and upon the amount of the District Company's proportion of all rates and fares for traffic passing from the railway of the Hounslow Company to the railways of the District Company, or any part thereof, for any distance of not less than one mile, and a similar rebate in respect of and upon the amount of all traffic passing from the railways of the District Company, or any part thereof, to the railway of the Hounslow Company, for any distance exceeding one mile: Provided always, that the amount so payable in respect of such rebate in the aggregate shall not exceed in any one year such a sum as shall be sufficient, when added to the 50 per centum of gross earnings, less passenger duty, payable under this agreement by the District Company to the Hounslow Company, to pay a dividend equal to $4\frac{1}{2}$ per centum per annum on the capital outlay of the Company in the construction of the railway and works, not exceeding £250,000.

12. The District Company shall keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times to inspection and transcription by the directors and agents of the Hounslow Company, and the District Company will afford to the Hounslow Company all proper and sufficient facilities for such inspection and transcription, and the District Company shall, whenever thereunto reasonably required by the Hounslow Company, duly verify such accounts.

13. Within six weeks after the 1st day of July and the 1st day of January in every year the District Company shall deliver to the Hounslow Company true and perfect detailed accounts in writing of the gross receipts and credits of the District Company in respect of the railway to the last day of the preceding half-year, and shall, if required by the Hounslow Company, concur and assist in ascertaining the accuracy thereof, and rectify any error which may be discovered; and if any dispute shall arise between the companies with reference to the accuracy of the accounts the same shall be settled by arbitration in manner herein-after mentioned, but the District Company shall, notwith-

standing any such dispute, pay over within the said period of six weeks the amount appearing by such accounts to be payable to the Hounslow Company.

14. If at any time after the opening of the railway, in consequence of increase of traffic, the District Company shall find it necessary that further sidings or other accommodation or works should be provided on the railway, they may, upon giving three months notice thereof to the Hounslow Company, provide the same upon such terms and conditions as to payment of the cost thereof by either the District Company or the Hounslow Company, or in part by each Company, as may be agreed on, or in case of dispute as to the cost of such works, or as to the necessity for the same or any part thereof, as shall be settled by arbitration in manner herein-after mentioned.

15. Every notice, account, or other writing to be given or transmitted for any of the purposes of this agreement, or by or on the part of the District Company or of the Hounslow Company to the other of them, shall be deemed to be duly given or transmitted if it be signed by the secretary or other agent of the District Company or Hounslow Company, as the case may be, and be left by one company at the principal office of the other company, or be delivered personally to their secretary.

16. The Hounslow Company shall not, except by agreement with the District Company, during the continuance of this agreement at any time act as carriers on the railway or any part thereof; and in consideration of the observance and fulfilment by the District Company of the terms of this agreement, the Hounslow Company will abstain from doing and concurring in anything which might, directly or indirectly, interrupt, impede, interfere with, or in any manner disturb the exercise or quiet enjoyment by the District Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

17. This agreement shall be scheduled to and confirmed by the Bill.

18. This agreement is subject to such alterations as Parliament may think fit to make therein, but if any material alteration be made therein, either company may elect to vacate this agreement.

19. The District Company, in case parliamentary powers to this effect shall be obtained, shall have the option of purchasing the undertaking of the Hounslow Company at cost price, or for a perpetual rentcharge of four per centum upon such cost price.

20. Upon the passing of the Act authorising the construction of the railway, and upon the seal of the Hounslow Company being affixed to a copy of this agreement, all personal liability on the part of the promoters under this agreement shall be at an end.

21. If any dispute shall arise upon the construction or the true intent and meaning of this agreement, or the proper carrying out of any stipulation thereof by any party to this agreement, or by the District Company or by the Hounslow Company, as the case may be, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching any claim or demand relating to any liability, damages, loss, costs, or expenses relating to the premises, or any clause, matter, or thing herein contained, the same shall be referred to and settled by arbitration, and every reference to arbitration under this agreement shall be proceeded with under and in conformity with the Common Law

A.D. 1880. Procedure Act, 1854, and the arbitrator, unless the said companies otherwise agree, shall be Mr. Samuel Pope, Q.C., or him failing, an arbitrator to be appointed for that purpose, and so often as occasion may require, by the President of the Institution of Civil Engineers.

In witness whereof the District Company have hereunto caused their common seal to be affixed, and the said parties to these presents of the second part have hereunto set their hands and seals, the day and year first above written.



Signed, sealed, and delivered by the above-named Henry Daniel Davies, Jason Gurney, and James Oliver Mason, in the presence of

CHRISTN. OSLAND,
Messrs. Higginson and Vigers,
Solicitors,
3, Westminster Chambers,
Victoria Street, S.W.]

H. D. DAVIES. (L.S.)
JASON GURNEY. (L.S.)
JAS. OLIVER MASON. (L.S.)