

**CHAPTER cxcvii.**

An Act to confer further powers on the Metropolitan District Railway Company and for other purposes. A.D. 1893.

[24th August 1893.]

WHEREAS it is expedient that the powers and time limited by the Metropolitan District Railway Act 1891 for the completion of the Junction Railway secondly described in and authorised by section five of the Metropolitan District Railway Act 1878 (hereinafter referred to as "the Act of 1878") and known by the name of the Acton Junction Railway the lands for which have been duly acquired by the Metropolitan District Railway Company (in this Act called "the Company") should be extended and that further provisions should be made in regard thereto :

And whereas by section five of the Metropolitan District Railway Act 1881 (hereinafter referred to as "the Act of 1881") the Company were authorised to make a railway therein mentioned known as the West Brompton Junction Railway and the time limited for the construction of the said railway has been by the Metropolitan District Railway Acts 1883 1887 1889 and 1891 extended :

And whereas by an agreement made the seventeenth day of June one thousand eight hundred and eighty-six between the London and South Western Railway Company (therein and herein-after called "the South Western Company") of the one part and the Company of the other part which agreement was scheduled to and confirmed by the South Western Railway Act 1886 it was provided that the South Western Company should be entitled to run over and use certain portions of the Company's railways therein mentioned including the West Brompton Junction Railway which the Company were to complete and open for traffic at their sole expense when called upon by the South Western Company so to do :

And whereas the Company duly acquired the lands for the West Brompton Junction Railway but the South Western Company have not required the Company to construct the said railway and the Company have not constructed the same :

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And whereas by an agreement made the fourteenth day of July one thousand eight hundred and ninety-two between the South Western Company of the one part and the Company of the other part (which agreement is set out in the schedule hereto) the South Western Company relinquished their right to call upon the Company to construct the West Brompton Junction Railway and it is expedient that the construction of the said railway be abandoned and that the said agreement of the fourteenth day of July one thousand eight hundred and ninety-two be duly confirmed :

And whereas by the Metropolitan Railway Act 1872 section eight the Agreement scheduled to that Act (herein-after referred to as "the Agreement of 1871") made the twenty-ninth day of June one thousand eight hundred and seventy-one between the Metropolitan Railway Company (herein-after referred to as "the Metropolitan Company") of the one part and the Company of the other part (which Companies are herein-after referred to as "the two Companies") was confirmed and directed to be carried into effect :

And whereas it is expedient that provision should be made for continuing the Agreement of 1871 as herein-after provided and also for settling any differences that may arise between the two Companies with regard to the working of their respective undertakings forming the Inner Circle Railway :

And whereas it is expedient that further provision be made with respect to compensation for injury payable in respect of passengers travelling with workmen's tickets on the railways of the Company or of any company having booking arrangements with the Company :

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 (that is to say) :—

Short title.

1. This Act may be cited as the Metropolitan District Railway Act 1893.

Partial incorporation of
Railways
Clauses Act
1863.

2. Part II. (relating to extension of time) of the Railways Clauses Act 1863 is incorporated with and forms part of this Act.

Extension
of time for
completion

3. The powers granted by the Act of 1878 and the time limited by that Act and extended by the Metropolitan District Railway Acts 1882 1887 1889 and 1891 for the construction and completion of

the Junction Railway secondly described in and authorised by the fifth section of the Act of 1878 shall be and the same are hereby extended until the fourth day of July one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

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of Acton
Junction
Railway.

4. Section seventeen of the Act of 1878 is hereby repealed and it is hereby enacted as follows viz. :—

As to
repayment
of deposit
money.

Whereas the sum of sixteen thousand two hundred and sixty-four pounds eleven shillings three pounds per centum Consolidated Bank Annuities representing at the time of transfer herein-after mentioned fifteen thousand three hundred and seventy pounds being five per centum upon the amount of the estimate for the railways and works authorised by the Act of 1878 was transferred to the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for the Act of 1878 And whereas in pursuance of an order of the High Court dated the tenth day of April one thousand eight hundred and eighty thirteen thousand eight hundred and thirty-four pounds nine shillings part of the said sum of sixteen thousand two hundred and sixty-four pounds eleven shillings Consolidated Bank Annuities were re-transferred to the depositors in respect of the portion of the railways then constructed and opened for the public conveyance of passengers And whereas after such re-transfer as aforesaid there remained with the Paymaster-General the sum of two thousand four hundred and twenty pounds two shillings Consolidated Bank Annuities And whereas the said sum of two thousand four hundred and twenty pounds two shillings Consolidated Bank Annuities has been converted into and now consists of two thousand four hundred and sixty-six pounds six shillings and tenpence new Consols of which nine hundred and eight pounds one shilling and twopence is in respect of the unconstructed portion of the Fulham Extension Railway and pier and works connected therewith firstly described in and authorised by section five of the Act of 1878 and one thousand five hundred and fifty-eight pounds five shillings and eightpence is in respect of the Acton Junction Railway secondly described in and authorised by the said section five of the Act of 1878 which last-mentioned sum of one thousand five hundred and fifty-eight pounds five shillings and eightpence is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in sections seventeen and eighteen of the Act of 1878 the deposit fund shall not be paid or transferred to or on the

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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 the completion of the said Acton Junction Railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the said railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion or further portion of the said 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 that the length of the railway so opened bears to the entire length of the said railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Providing
for release
of deposit
fund.

5. Section eighteen of the Act of 1878 is hereby repealed and it is hereby enacted as follows viz. :—

If the Company do not previously to the expiration of the period limited for the completion of the said Acton Junction Railway complete and open the same 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 said 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 the Act of 1878 and this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such com-

compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways in respect of which the deposit was made or either of them have been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid or re-transferred 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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6. The Company shall abandon the construction of the West Brompton Junction Railway described in and authorised by section five of the Act of 1881.

Company to abandon West Brompton Junction Railway. Compensation for damage to land by entry &c. for purposes of railway abandoned.

7. The abandonment by the Company under the authority of this Act of the West Brompton Junction Railway 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 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 railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has 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 the Act of 1881.

8. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the West Brompton Junction Railway authorised to be abandoned by this Act the 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 Company to the owners and occupiers or other persons interested in such lands for all injury

Compensation to be made in respect of portions of railway abandoned.

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A.D. 1893. — 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Confirming agreement with South Western Company.

9. The agreement between the South Western Company and the Company set forth in the schedule to this Act is hereby confirmed and made binding upon the South Western Company and the Company respectively.

Continuing agreement of 1871.

10. The agreement of 1871 between the two companies is hereby continued and shall remain in force until the legal dispute now existing between the two companies in respect of the working of trains between the South Kensington Station and the High Street Station shall be determined by a final decision of the courts of law and during such period the arbitrator in the said agreement mentioned shall mean the arbitrator from time to time appointed under the Metropolitan and District Railways (City Lines and Extensions) Act 1879 (herein-after called "the Act of 1879") Provided always that if consequent upon such final decision as aforesaid any new division between the two companies of the moneys known as the residue of the joint property fund shall become necessary such division shall date back to the first day of July one thousand eight hundred and ninety-three and in the event of any difference arising between the two companies as to such division the same shall be referred to and determined by the aforesaid arbitrator Provided also that the continuation of the agreement of 1871 herein-before provided for shall not prejudice the right of the two companies or either of them to such determination of the legal dispute as aforesaid but the same shall be made as if the said agreement had not been continued.

Providing for settlement of disputes.

11. Unless and until upon the expiration of the agreement of 1871 the two companies shall have entered into a new agreement all questions in difference between the two companies with reference to any matter which under section 89 of the Act of 1879 or under the agreement of 1871 are the subject of arbitration shall upon the application of either company be referred to and determined by the Railway and Canal Commission in accordance with the provisions of the Railway and Canal Traffic Acts 1873 and 1888.

Limiting liability for injury by

12. In respect of any passenger travelling with a ticket marked "workman's ticket" at a rate not exceeding for each journey the following (that is to say):—

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For distances up to and including four miles one penny ;
Beyond four miles up to and including six miles one penny half-
penny ;
Beyond six miles up to and including eight miles twopence ;
Beyond eight miles up to and including ten miles twopence half-
penny ;
Beyond ten miles up to and including twelve miles threepence ;
For distances exceeding twelve miles fares not exceeding one
halfpenny for every two miles or part of such two miles ;
the liability of the Company under any claim for compensation for
injury to person or otherwise shall be limited to a sum not exceeding
one hundred pounds and this whether the ticket be issued by the
Company or by any company having arrangements for booking over
the Company's railways and whether the claim for compensation
arises on the railways of the Company or of such other company
as aforesaid and the amount of compensation payable in respect of
any such claim shall be determined in case of difference by arbitration
in the manner provided by the sixteenth section of the Metropolitan
District Railway Act 1870.

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trains for
labouring
classes.

13. Nothing in this Act shall be deemed to confer on the Company
any right to claim exemption from any requirements of the Board of
Trade under the Cheap Trains Act 1883 or any statutory modifica-
tions thereof or from the provisions of any general Act or any special
Act of Parliament which may be hereafter passed dealing with the
subject of cheap trains.

Saving as
to cheap
trains.

14. Nothing in this Act contained shall exempt the Company or
their 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.

Provision
as to
general
Railway
Acts.

15. All costs charges and expenses of and incident to the prepar-
ing for obtaining and passing of this Act or otherwise in relation
thereto shall be paid by the Company.

Expenses
of Act.

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The SCHEDULE above referred to.

AN AGREEMENT made the fourteenth day of July one thousand eight hundred and ninety-two 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 by section five of the Metropolitan District Railway Act 1881 (herein-after referred to as "the Act of 1881") the District Company were authorised to construct and maintain a railway or curve known as the West Brompton Junction Railway and herein-after referred to as the A. C. curve situate in the parish of Saint Mary Abbott Kensington commencing by a junction with the railway of the District Company at the eastern end of the tunnel under the West London Extension Railway through which the District Railway passes on its way from Earl's Court to Addison Road and Hammer-smith and terminating by a junction with the West Brompton Branch Railway of the District Railway at about eight yards north-west of the bridge which carries the Richmond Road over that railway at the West Brompton Station And whereas the time within which the A. C. curve was to be constructed was extended by various Acts of the Metropolitan District Railway Company passed in 1883 1887 1889 and 1891 And whereas by an agreement dated the seventeenth day of June one thousand eight hundred and eighty-six and made between the South Western Company of the one part and the District Company of the other part and herein-after referred to as the agreement of 1886 it was (by sub-section A. of clause four) provided that the South Western Company should be entitled to run over and use for the purposes of passenger and coaching traffic only carried by the South Western Company and passing to from or over the Wimbledon Railway (therein described) and the Fulham section of the South Western Railway (but not otherwise except with special consent in writing of the District Company)—

(A.) Such portions of the District Railway and the stations from time to time thereon as lie between the junction of the Fulham section of the South Western Company with the District Railway at Fulham including that station and the stations of the District Company at High Street Kensington and South Kensington respectively including (but subject to the limitation in the said agreement expressed) those respective stations and all intermediate stations from time to time on those portions of railway provided that unless otherwise agreed no stations on the District Railway should be used as terminal stations by the South Western Company except the High Street Kensington Station and the separate station accommodation to be provided by the District Company at South Kensington :

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And it was also provided (by sub-section B. of clause four) that the South Western Company should be entitled to run over and use for the purposes of goods and mineral traffic as well 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 and coaching traffic only) and the Earl's Court Junction with the West London Railway (including so far as the rights of the District Company were concerned that junction) but that such traffic should only be entitled to pass to and from Earl's Court Junction by way of the A. C. curve to be constructed in accordance with a plan relating thereto to be signed by Charles Scotter on behalf of the South Western Company and James Staats Forbes on behalf of the District Company which A. C. curve was to be completed and opened for traffic at the sole expense of the District Company. Provided that the District Company should not be called upon to construct the A. C. curve after the expiration of five years from the seventeenth day of June one thousand eight hundred and eighty-six. And whereas the agreement of 1886 also defined the terms on which such running powers might be exercised by the South Western Company and the payments to be made and allowed to the District Company in respect thereof. And whereas the agreement of 1886 was scheduled to and confirmed by the South Western Railway Act 1886. And whereas the District Company having temporary need for the land through or under portion of which the A. C. curve would be constructed applied to the South Western Company not to require the construction thereof within the time limited by the agreement of 1886 and in consideration of the South Western Company consenting to such application it was agreed that the time within which the A. C. curve should be constructed should be extended. And whereas by section four of the Metropolitan District Railway Act 1891 it was enacted that the time limited for the construction and completion of the A. C. curve should be extended until the twenty-seventh day of June one thousand eight hundred and ninety-three and that sections eighteen and nineteen of the Act of 1881 should be read and construed as if the said twenty-seventh day of June one thousand eight hundred and ninety-three had been the time limited by that Act for the completion of the said railway and that sub-section B. of clause four of the agreement of 1886 should be read and have effect as if the words "seven years" were therein inserted instead of the words "five years". And whereas the District Company have not constructed the A. C. curve. And whereas the South Western Company have not exercised the running powers over the District Railway given to them by the agreement of 1886. And whereas the District Company have requested the South Western Company to abandon their rights in respect of the A. C. curve under the said agreement of 1886 which they have agreed to do upon the terms and conditions herein-after contained. Now these presents witness and it is hereby mutually agreed as follows:—

1. The South Western Company hereby relinquish their right to call for the construction of the A. C. curve and will support any application the District

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A.D. 1893. Company may make to Parliament for the abandonment thereof and for the confirmation of this agreement.

2. In the event of the District Company at any time hereafter constructing or permitting to be constructed by another company any line of railway forming a junction between their Fulham Railway and the West London Extension Railway for the purposes of through traffic so as to avoid the Earl's Court Station the District Company shall give or shall cause to be given to the South Western Company running powers over such junction railway upon similar terms mutatis mutandis to those applicable to the A. C. curve contained in the agreement of 1886.

3. The South Western Company shall be at liberty at any time hereafter to exercise their running powers over the District Railway to High Street Kensington and South Kensington in the manner and for the purposes provided by the agreement of 1886 as confirmed by the Act of 1886 but the South Western Company shall not exercise the running powers specified in sub-section B. of clause four of that agreement except via any such junction as is referred to in clause two hereof.

4. The agreement of 1886 shall remain in full force and virtue in all respects except so far as the same is varied by these presents.

5. The District Company shall on the execution hereof pay to the South Western Company the sum of five guineas for their costs of and incidental to this agreement.

6. This agreement shall be subject to any alteration which may be made by Parliament therein.

In witness whereof the said companies parties hereto have caused their common seals to be affixed hereto the day and year first above written.

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



WYNDHAM S. PORTAL }
A. F. GOVETT } Directors.
FRED. J. MACAULAY Secretary.

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



W.M. JONES Secretary.

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