



CHAPTER cx.

An Act for the abandonment of part of the authorised Kingston and London Railway and of lines connected therewith for transferring to and vesting in the London and South-western Railway Company alone the powers for making the unabandoned part of the Kingston and London Railway to authorise the transfer to the last-mentioned company of the undertaking and powers of the Wimbledon and West Metropolitan Junction Railway Company to extend the periods limited for the purchase of lands for and for the completion of the Wimbledon and West Metropolitan Junction Railway and for the completion of the unabandoned portion of the Kingston and London Railway to authorise the London and South-western Railway Company to make a new railway at Wimbledon and to acquire the undertakings of the Swanage and Bodmin and Wadebridge Railway Companies to make further provision as to the Southsea Railway and for other purposes.

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[25th June 1886.]

WHEREAS in the session of 1881 a Bill (herein-after referred to as "the Guildford Bill") was introduced into Parliament whereby it was proposed to incorporate a company for the purpose of constructing certain railways therein described for connecting the railways of the London and South-western Railway Company (in this Act called "the Company") at Guildford with the railways of the same Company at Surbiton and elsewhere and with the Metropolitan District Railway at Fulham:

And whereas in the same session of Parliament the Company introduced into Parliament a Bill for making various railways and works including railways between Surbiton and Guildford (which Bill is herein-after referred to as "the Company's Bill"):

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And whereas the said Bills were referred to a Committee of the House of Commons and in the course of the proceedings before that Committee an arrangement was with the sanction of the Committee come to between the promoters of the Guildford Bill the Metropolitan District Railway Company (in this Act called "the District Company") and the Company which was embodied in an agreement scheduled to and confirmed by the Guildford Bill to the effect—

- (1.) That the Company should take upon themselves the construction of certain of the railways or parts of them proposed to be authorised by the Guildford Bill and certain of the railways or parts of them proposed to be authorised by the Company's Bill thus constituting in the exclusive control of the Company a new railway from the Company's main line near Hampton Court Junction to Guildford ;
- (2.) That certain others of the railways or parts of them proposed to be authorised by the Guildford Bill thus constituting in the hands of the Kingston and London Company proposed to be incorporated by that Bill a railway from Surbiton to the Metropolitan District Railway at Fulham should be constructed by the last-mentioned company ;
- (3.) That the District Company and the Company should have equal rights of user of the line from Fulham to Surbiton including the stations thereon and an interchange station at Surbiton ; and
- (4.) That the Company from and after the opening of the lines between Fulham and Guildford should have running powers upon terms to be agreed over the District Company's lines between Fulham and the District Company's stations at High Street Kensington and at South Kensington and also Earl's Court Junction with the use of the Fulham and all other stations on those lines :

And whereas the Company's Bill duly passed into a law under the short title of the South-western Railway Act 1881 and the Guildford Bill duly passed into a law under the short title of the Kingston and London Railway Act 1881 (in this Act called "the Kingston Act 1881") incorporating the Kingston and London Railway Company (herein-after referred to as "the Kingston Company") with power to make and maintain a railway (herein-after referred to as "the Kingston Railway") from the Company's main line near Surbiton Station to the Metropolitan District Railway at Fulham and confirming the agreement above referred to :

And whereas the Company have completed and opened for traffic the railways above-mentioned authorised by the South-western

Railway Act 1881 and have thus discharged their part of the arrangement embodied in that Act and the Kingston Act of 1881 as aforesaid so far as that arrangement was capable of being carried into effect by themselves alone :

And whereas by section 74 of the Kingston Act 1881 it was provided that if in the next or any future session of Parliament the Company and the District Company (therein and in this Act called "the two companies") or either of them should introduce a Bill into Parliament for an Act to transfer or authorise the transfer to the two companies of the powers conferred by that Act upon the Kingston Company the Kingston Company should not directly or indirectly offer any opposition to such Bill further or otherwise than might appear to them necessary for securing to them repayment of their outlay with interest and indemnifying them from all future liabilities in reference to the undertaking: Provided always that nothing therein contained should be held or construed to prevent or hinder the said company from exercising any of the powers of that Act for making the said railway until their powers should have become actually vested in the two companies :

And whereas by the London and South-western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882 (in this Act called "the Kingston Act 1882") after reciting (amongst other things) that the Kingston Company were proceeding to carry into effect the powers conferred upon them by the Kingston Act 1881 and had expended considerable sums for that purpose which had been advanced to them by the two companies in equal proportions and further reciting that the two companies had entered into the heads of agreement scheduled to the Act now in recital and that it was expedient that the said agreement should be confirmed and that the undertaking of the Kingston Company should be transferred to and vested in the two companies equally as a joint undertaking upon and subject to the terms and conditions of the said agreement the undertaking of the Kingston Company was accordingly vested in the Company and the District Company and it was expressly provided (section 6) that the said undertaking should vest in the two companies as a joint undertaking in equal shares and proportions in accordance with the terms and conditions of the said scheduled agreement and should be completed maintained and managed by a joint committee to be appointed in manner provided by the said scheduled agreement and the reciting Act :

And whereas by the Kingston Act 1882 the two companies were authorised to make two deviations (therein described as Deviation No. 1 and Deviation No. 2) of the Kingston Railway (which

A.D. 1886. expression where herein-after used means the Kingston Railway as so authorised to be deviated) :

And whereas by the last-mentioned Act it was provided that the capital required for the purposes of the said Act should subject as therein mentioned be provided by the two companies in equal proportions and in order to provide the capital required for the purposes of the said Act each of the two companies was authorised to raise additional capital to form part of the general capital of the respective company but so nevertheless that the total amount to be raised by the two companies should not in the aggregate exceed 730,000*l.* and each of the two companies was also authorised to borrow to an extent not exceeding one third of the additional capital as aforesaid which might be raised by the respective company by shares or stock but so nevertheless that the total amount borrowed by the two companies should not exceed 243,333*l.* :

And whereas by the South-western and District Railway Companies Act 1884 (in this Act called "the Kingston Act 1884") the District Company were authorised to create and issue stock or shares to any amount not exceeding 486,666*l.* which should form the first charge on the net income of the District Company arising in respect of the Kingston Railway and it was provided that if the District Company created and issued any stock or shares under the powers of that Act their power of borrowing on mortgage under the Kingston Act 1882 should cease and the powers of the District Company under that Act to raise capital should be diminished by the amount of capital raised under the Kingston Act 1884 and the powers given to the District Company by the Kingston Act 1882 to raise preference capital were repealed and provision was made for reducing the amount of capital to be raised by the District Company under the Kingston Act 1884 by the amount of any capital which they might raise under the Kingston Act 1882 :

And whereas the two companies proceeded to purchase certain of the lands required for the construction of the Kingston Railway and otherwise to carry into effect the objects of the Kingston Act 1882 and have expended for those purposes considerable sums of money contributed in equal proportions by the two companies but have not commenced the construction of the Kingston Railway :

And whereas the District Company are unable to raise under the powers either of the Kingston Act 1882 or of the Kingston Act 1884 any further money for carrying out the Kingston and London undertaking and the financial condition of the District Company is such that there is no prospect of their being able to contribute further money for that purpose within any reasonable time :

And whereas the Company are unwilling and it would be inequitable that they should be required at their sole expense to

proceed with the Kingston and London undertaking further than is in this Act provided : A.D. 1886.

And whereas by the Wimbledon and West Metropolitan Junction Railway Act 1882 (in this Act called "the Wimbledon Act") the Wimbledon and West Metropolitan Junction Railway Company (in this Act called "the Wimbledon Company") were incorporated with a share capital of 150,000*l.* and power to borrow not exceeding 50,000*l.* and were authorised to make and maintain railways from Wimbledon (in this Act referred to as "the Wimbledon Railway") to and forming a junction with the authorised line of the Kingston Railway at Putney (which authorised junction is herein-after referred to as "the Putney Junction") :

And whereas the Wimbledon Company have served notice to treat in respect of the lands required for construction of the Wimbledon Railway but have not commenced the construction of any of their authorised works :

And whereas the Company and the Wimbledon Company have agreed that subject to the sanction of Parliament in the event of the abandonment of so much of the Kingston Railway as would lie to the southward of the Putney Junction being sanctioned by Parliament the undertaking and powers of the Wimbledon Company shall be transferred to and vested in the Company and it is expedient that the agreement between the Wimbledon Company and the Company set forth in the First Schedule hereto be confirmed and made binding on those companies respectively :

And whereas by means of the Wimbledon Railway and of that part of the Kingston Railway which would lie between the Putney Junction and the Fulham Station of the District Company a through communication would be afforded between the main line of the Company and the Metropolitan District Railway and the principal objects sought to be attained by the construction of the Kingston Railway would be accomplished in a manner convenient and beneficial to the public whilst the necessity for constructing two lines effecting similar or nearly similar objects would be obviated and an unnecessary expenditure of capital would be avoided :

And whereas under the circumstances herein-before set forth it is expedient that provision be made—

- (A.) For the transfer to the Company of the undertaking and powers of the Wimbledon Company and the construction by the Company of the railway and works authorised by the Wimbledon Act and the working and development of the traffic on the Wimbledon Railway ;
- (B.) For the abandonment of the part of the Kingston Railway to the southward of the Putney Junction ; and

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(c.) For the construction by the Company alone of the remaining portion of the Kingston Railway between the Putney Junction and the Metropolitan District Railway at Fulham (herein-after referred to as "the Fulham section of the Kingston Railway"); but with power to the District Company to run over work and use upon the terms agreed between them and the Company set forth in the agreement contained in the Second Schedule to this Act the Fulham section of the Kingston Railway and the Wimbledon Railway and the Wimbledon Junction Railway by this Act authorised and that the said agreement be confirmed:

And whereas it is expedient that the Company be empowered to construct the railway at Wimbledon herein-after described and by this Act authorised for affording terminal accommodation there for traffic to and from the Wimbledon and Metropolitan District Railways:

And whereas by the South-western Railway Act 1882 the Company were empowered to make certain junction lines connected with the part of the Kingston Railway to be abandoned as aforesaid and in the said Act referred to respectively as "the Norbiton Junction No. 1" "the Norbiton Junction No. 2" "the Surbiton Northern Junction" "the Surbiton Southern Junction" and it is expedient that the Company be authorised to abandon and relinquish the construction of the said junction lines:

And whereas by the fifty-second section of the Wimbledon Act it was provided that the sum of 6,820*l.* 14*s.* being part of the sum of 7,486*l.* 17*s.* which had been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for the said Act should not be paid or transferred to or on the application of the depositors thereof unless the Wimbledon Company should previously to the expiration of the period (being five years from the passing of the said Act) thereby limited for completion of the railways thereby authorised open the same for the public conveyance of passengers and the said sum of 6,820*l.* 14*s.* has been invested under an Order of the Chancery Division of the High Court of Justice in the purchase of 6,670*l.* 12*s.* 3*d.* Three per Centum Consolidated Bank Annuities now standing in the books of the Governor and Company of the Bank of England to the credit of exparte the undertaking of the Wimbledon Merton and West Metropolitan Junction Railway Bill:

And whereas it is expedient (the Company being made liable by this Act to penalties in the event of their not completing the railways authorised by the Wimbledon Act within the extended period limited in that behalf by this Act) that provision should be made for the repayment or transfer to the depositors mentioned in the said fifty-second section of the Wimbledon Act or as they shall

direct of the said sum of 6,670*l.* 12*s.* 3*d.* Consolidated Bank Annuities : A.D. 1886.

And whereas by the Wimbledon Act the time for the compulsory purchase of lands for the purposes of that Act was limited to three years from the passing of that Act and the time for the completion of the railways thereby authorised was limited to five years from the passing of the same Act which received the Royal Assent on the 18th day of August 1882 and it is expedient that those respective periods be extended :

And whereas by the fifty-fourth section of the Kingston Act 1881 it was provided that a sum of Three per Centum Consolidated Bank Annuities (which Bank Annuities are in this Act referred to as "the deposit fund") equal in value to the sum of 29,984*l.* 10*s.* and being a portion of the sum of 66,216*l.* Three per Centum Consolidated Bank Annuities which had been transferred into the High Court of Justice (Chancery Division) in respect of the application to Parliament for the said Act should not be paid or transferred to or on the application of the depositors thereof unless the Kingston Company should previously to the expiration of the period (being five years from the passing of the said Act) thereby limited for completion of the railway by that Act authorised open the same for the public conveyance of passengers and by section 37 of the Kingston Act 1882 provision was made for the transfer or payment subject to the provisions of section 55 of the Kingston Act 1881 with respect to compensation to landowners and other persons injuriously affected and for protection of creditors of the said bank annuities and the interest or dividends (if any) thereon to the depositors thereof :

And whereas it is expedient that provision should be made for the transfer to the depositors or to the Company or otherwise as in this Act provided of the deposit fund and the interest or dividends thereon the Company being by this Act made liable to penalties in the event of their not completing within the extended period by this Act limited in that behalf the Fulham section of the Kingston Railway :

And whereas by the Kingston Act 1881 the time for the completion of the railway thereby authorised was limited to five years from the passing of the same Act which received the Royal Assent on the 22nd day of August 1881 :

And whereas by the Kingston Act 1882 the time for the completion of the deviation railways thereby authorised was limited to five years [from the passing of the same Act which received the Royal Assent on the 18th day of August 1882 :

And whereas it is expedient that the respective periods so limited by the Kingston Act 1881 and the Kingston Act 1882 for the completion of the railways thereby authorised should be extended

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so far as regards the Fulham section of the Kingston Railway as authorised by the Kingston Act 1882 to be deviated :

And whereas it is expedient that the Company should be authorised to purchase and acquire additional lands and buildings for the general purposes of their undertaking and that all rights of way through or under the arch herein-after mentioned of the Company's viaduct in the parish of Saint Mary Lambeth be extinguished there being an alternative way through the adjoining arch of the said viaduct :

And whereas by the Swanage Railway Act 1881 the Swanage Railway Company (in this Act called "the Swanage Company") were incorporated with a share capital of 90,000*l.* and power to borrow 30,000*l.* and were authorised to make and maintain two railways (herein-after called "the Swanage Railway") for the purpose of connecting Swanage with the Company's railway near Wareham in the county of Dorset :

And whereas certain articles of agreement (herein-after called "the Swanage agreement") made the 9th day of June 1881 between certain of the promoters of the Swanage Railway of the one part and the Company of the other part were scheduled to and confirmed by the Swanage Railway Act 1881 and thereby made binding upon the Swanage Company and the Company :

And whereas by article 11 of the Swanage agreement it was provided that if the Company should apply to Parliament for powers enabling the Swanage Company to make and the Company to accept an absolute transfer of the Swanage Company's undertaking the Swanage Company would consent to and at the request and expense of the Company would support the application with all necessary and proper conditions as therein mentioned and that the purchase money or consideration should be such a sum of preference stock of the Company or (in the option of the Company) such a sum of cash as therein also mentioned :

And whereas it is expedient that the Swanage Company be empowered to make and the Company to accept a transfer of the Swanage Company's undertaking upon the terms and conditions of the Swanage agreement :

And whereas the Company and the Bodmin and Wadebridge Railway Company (herein-after called "the Bodmin Company") have entered into an agreement (herein-after referred to as "the Bodmin agreement") a copy of which is set forth in the Third Schedule to this Act annexed for the transfer of the Bodmin Company's undertaking to the Company and it is expedient that the said agreement be confirmed and that the Bodmin Company be empowered to make and the Company to accept a transfer of the Bodmin Company's undertaking accordingly :

And whereas by the Southsea Railway Act 1880 (in this Act called "the Southsea Act") the Southsea Railway Company were incorporated and were authorised to construct a Railway No. 1 at Portsea in the county of Southampton and a Railway No. 2 for connecting Railway No. 1 with the joint line of the Company and the London Brighton and South Coast Railway Company (in this Act called "the Brighton Company") at Portsmouth and various powers were by that Act conferred upon the Company and the Brighton Company with respect to the Southsea Railway Company and their undertaking:

And whereas by the South-western Railway (Various Powers) Act 1883 the Company and the Brighton Company or one of them were or was empowered to construct a railway ("the Fratton curve") for affording a better connexion between the Railway No. 1 authorised by the Southsea Act and the joint line of the Company and the Brighton Company and so much of the said Railway No. 1 as would be rendered unnecessary by the construction of the Fratton curve and the whole of the Railway No. 2 authorised by the Southsea Act were authorised to be abandoned:

And whereas by an agreement (a copy of which is set forth in the Third Schedule to the said Act of 1883 and which is confirmed by the said Act) provision was made for the working or purchase of the railway of the Southsea Railway Company as so altered (hereinafter called the Southsea Railway) by the Company and for the Brighton Company becoming (and they have accordingly become) parties to the said agreement jointly with the Company and by the said Act further powers were conferred upon the Company and the Brighton Company in reference to the purchase of or in connexion with the Southsea Railway Company's undertaking:

And whereas the Southsea Railway has been completed and opened for traffic and is worked by the Company and the Brighton Company jointly and it is expedient that the same should be managed by the joint committee (hereinafter called "the joint committee") appointed under the provisions of the Brighton and Chichester (Portsmouth Extension) and London and South-western Railways Act 1847 and that the revenue derived therefrom should be applied by the joint committee as herein-after provided:

And whereas it is expedient that the Company should be authorised to apply their corporate funds to the purposes of this Act and that for the purposes of the Wimbledon Railway and of the transfer to the Company by this Act authorised of the undertakings of the Swanage and Bodmin Companies the Company be authorised to raise further moneys:

And whereas plans and sections of the works authorised by this Act the plans showing also the lands required for the purposes of

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title. 1. This Act may be cited as the South-western Railway Act 1886.

Incorporation of general Acts. 2. The provisions of the Companies Clauses Consolidation Act 1845—

With respect to the distribution of the capital of the Company into shares ;

With respect to the transfer or transmission of shares ;

With respect to the payment of subscriptions and the means of enforcing the payment of calls ;

With respect to the forfeiture of shares for non-payment of calls ;

With respect to the remedies of creditors of the Company against the shareholders ;

With respect to the borrowing of money upon mortgage or bond ;

With respect to the conversion of the borrowed money into capital ;

With respect to the consolidation of the shares into stock ;

With respect to the giving of notices ; and

With respect to the provision to be made for affording access to the special Act by all parties interested ;

the Lands Clauses Consolidation Acts 1845 1860 and 1869 as the same are amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings unless there be

something in the subject or context repugnant to such construction. The expression "the metropolis" means in this Act the metropolis as defined by the Metropolis Management Act 1855 and any Act amending the same and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act in whole or in part incorporated with this Act shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

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4. The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

Interpretation of "parish clerks."

5. The two companies shall abandon and relinquish the construction of the following railways and portion of railway that is to say:—

Abandonment of railways.

(A.) So much of the railway authorised by the Kingston Act 1881 as is not already authorised to be abandoned by the Kingston Act 1882 except such portion of the said railway as lies between the authorised termination of the said railway and the authorised junction therewith of the railway authorised by the ~~South-western~~ Railway Act 1882 and therein designated "the Putney Junction" as such last-mentioned junction is proposed to be formed at or near the point shown on a plan signed by Leonard Henry Courtney the Chairman of the Committee of the House of Commons to whom the Bill for this Act was in its progress through Parliament referred and thereon marked "commencement of Putney Junction" and which plan is deposited in the Private Bill Office of the House of Commons; and

(B.) The Deviation No. 1 authorised by the Kingston Act 1882; And the Company shall abandon and relinquish the construction of—

(C.) The railways authorised by the South-western Railway Act 1882 and therein called or referred to respectively as "the Norbiton Junction No. 1" "the Norbiton Junction No. 2" "the Surbiton Northern Junction" and "the Surbiton Southern Junction."

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

6. The abandonment under the authority of this Act of the railways or portion of railway to be abandoned as aforesaid shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the two companies or the Company as the case may be on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the two companies or 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 land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Acts by which the said railways or portion of railway were respectively authorised.

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

7. Where before the passing of this Act any contract has been entered into or notice given by the two companies or the Company as the case may be for the purchasing of any land for the purposes of or in relation to any portions of the railways or portion of railway to be abandoned as aforesaid the two companies or the Company as the case may be shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the two companies or the Company as the case may be 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.

Providing for return of deposit.

8. In consideration of the foregoing provisions of this Act for compensation of landowners injuriously affected by any acts of the two companies in respect to the portion of the Kingston Railway and the Deviation No. 1 authorised by the Kingston Act 1882 by this Act authorised to be abandoned the Chancery Division of the High Court of Justice in England at any time after the passing of this Act on the application of the persons or the majority of the persons named in the warrant or order mentioned in section 54 of the Kingston Act 1881 or the survivors or survivor or the executors or administrators of the last survivor of them may and shall order that the Three per Centum Consolidated Bank Annuities equal in value to the sum of twenty-nine thousand nine hundred and eighty-

four pounds ten shillings mentioned in the said section 54 (and therein referred to as "the deposit fund") and the interest or dividends thereon shall be transferred and paid to the two companies or to the person or persons entitled thereto and on such order being made the said annuities and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

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9. Upon the passing of this Act all powers by the Kingston Act 1882 transferred to or conferred upon the two companies or the joint committee therein mentioned with respect to the Fulham section of the Kingston Railway as authorised to be deviated as aforesaid and the undertaking works and conveniences lands buildings estates property effects claims and demands rights powers and privileges including the benefit of all contracts and agreements of or to which the two companies or the joint committee were immediately before the passing of this Act seised or entitled or any part thereof and all debts liabilities and engagements of the two companies or the joint committee in relation to that section shall subject to the provisions of this Act be transferred to and vested in imposed upon executed and performed by the Company solely and the provisions of the Kingston Act 1882 and of the Kingston Act 1884 so far as the same confer any powers upon the District Company or upon the joint committee in relation to that section shall be and are hereby repealed: Provided always that such repeal shall not affect anything duly done or suffered by the two companies or the joint committee or any right or liability acquired or incurred under those Acts or either of them or any remedy in respect thereof.

Transfer to
Company of
powers
relating to
Fulham sec-
tion of
Kingston
Railway.

10. The agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the District Company respectively and the agreement between the promoters of the Guildford Kingston and Fulham Railway Company the Company and the District Company scheduled to the Kingston and London Railway Act 1881 and confirmed by section 73 of that Act and the agreement between the said companies dated the sixteenth day of November one thousand eight hundred and eighty-one scheduled to and confirmed by the Kingston Act 1882 are hereby cancelled as from the passing of this Act subject always to this condition and provision that the joint committee appointed by and in pursuance of the said last-mentioned agreement and the Kingston Act 1882 shall continue to act for the purpose only of winding up and carrying to a conclusion the business and transactions which shall at the date of the passing of this Act have been actually entered upon and undertaken by them and of giving effect if and so far as may be necessary to the agreement set forth in the Second Schedule to this Act.

Confirming
agreement
between the
Company
and the
District
Company.

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Saving rights
of Messieurs
Lucas and
Aird.

11. Whereas the following memorandum was agreed to and signed by the chairman of the promoters of the Guildford Kingston and London Railway Company the chairman of the London and South-western Railway Company the chairman of the Metropolitan District Railway Company and by Messieurs Lucas and Aird of 37 Great George Street in the city of Westminster contractors.

“ MEMORANDUM 28th May 1881.

“ GUILDFORD KINGSTON AND LONDON RAILWAY.

“ It has been agreed as part of the arrangement come to during the progress of the above Bill through the Committee of the House of Commons that in conformity with the undertaking between the promoters and Messrs. Lucas & Aird that they were to have the refusal of the contract for the works at prices to be fixed by the engineer :—

“ First. That the said Messrs. Lucas & Aird shall have the option of executing the works on that part of the line between Fulham and Surbiton which is to be constructed by and at the expense of the Kingston and London Company at prices to be agreed with them by Mr. John Wolfe Barry and the engineer of the South-western Railway or in case of difference between such engineers and the contractors by Sir John Hawkshaw.

“ Secondly. That the said Messrs. Lucas & Aird shall have the option of executing that part of the line between Hampton Court Junction and Guildford which under the above arrangement is to be constructed by and at the cost of the South-western Railway Company at prices to be settled with them by the engineer of the South-western Company or in case of difference by Sir John Hawkshaw.

“ Thirdly. That in consideration of the contract secured to them by Articles 1 and 2 Messrs. Lucas & Aird assent to railways Nos. 1, 5, 7, 8, 9, 10, 11, 14 and the portion of Railway No. 13 between Ockshott and Surbiton and the Surbiton road being parts of the project contemplated by the above Bill being abandoned and omitted from the Act of Incorporation.

“ ONSLOW.

“ RALPH HENEAGE DUTTON.

“ J. S. FORBES.

“ LUCAS & AIRD.”

And whereas Messieurs Lucas and Aird claim to be entitled to damages or compensation for loss or deprivation of the contract for execution of the portion of the railway between Surbiton and Putney sought to be abandoned as aforesaid Nothing in this Act contained

shall prejudice or affect the right of Messieurs Lucas and Aird to claim for such damages or compensation as aforesaid or in any way affect the said memorandum which shall be of the same legal force and validity as if this Act had not been passed and any such claim may be made forthwith on the passing of this Act.

12. On and as from the passing of this Act the undertaking of the Wimbledon Company and all the powers granted to that Company under the Wimbledon Act other than their powers for raising money by shares or stock or by borrowing or by debenture stock and all their property rights powers interests agreements and benefit of agreements (herein-after referred to collectively as "the Wimbledon undertaking") shall subject to the provisions of this Act and of the agreement between the Company and the Wimbledon Company herein-after referred to be transferred to vested in executed and performed by the Company.

Transfer of Wimbledon Company's undertaking to the Company.

13. All the rights powers and privileges of the Wimbledon Company and their directors officers and servants respectively which by virtue of the Wimbledon Act might be exercised and enjoyed by them and which in accordance with the provisions of this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with the Wimbledon Act and this Act respectively as by the Wimbledon Company and their directors officers and servants respectively.

Powers of Wimbledon Company to be exercised by Company.

14. From and after the passing of this Act the Company shall subject to the provisions of this Act and of the agreement herein-after referred to be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever to which the Wimbledon Company if the transfer were not effected by this Act would be subject or liable other than such as are provided to be paid out of the consideration money payable to the Wimbledon Company under the agreement herein-after referred to as being confirmed by this Act and shall indemnify the Wimbledon Company and their shareholders directors officers and servants from the same and all costs charges and expenses with respect to the same.

Company to perform duties of Wimbledon Company as to property leased or sold.

15. The agreement between the Wimbledon Company and the Company set forth in the First Schedule to this Act is hereby confirmed and made binding on the Wimbledon Company and the Company.

Confirming agreement in First Schedule.

16. From and after the passing of this Act the Wimbledon Act shall (subject to the provisions of this Act) be read and have effect

Act of Wimbledon Company of

A.D. 1886.
apply to
Company.
Wimbledon
Company to
wind up
their affairs.

as if the same had been passed with respect to the Company instead of with respect to the Wimbledon Company.

17. The Wimbledon Company shall forthwith distribute the sum payable by the Company to them under the agreement scheduled to this Act in payment and satisfaction or discharge of their debts liabilities and engagements other than those payable by the Company.

Payments
into court
by the
Wimbledon
Company.

18. Provided that where the Wimbledon Company are for twelve months after the period for the distribution of their net moneys unable after diligent inquiry to ascertain the person to whom any part thereof ought to be paid or who can give an effectual receipt for the same the Wimbledon Company may pay the same into the Chancery Division of the High Court of Justice under any Act from time to time in force for the relief of trustees and every such payment into court shall conclusively discharge the Wimbledon Company from all further liability with respect to the net moneys so paid and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto and any person afterwards showing to the satisfaction of the court that he is entitled thereto may obtain payment thereof out of court accordingly.

Dissolution
of Wimble-
don
Company.

19. When all the debts liabilities and engagements of the Wimbledon Company are paid satisfied or discharged the Wimbledon Company shall be dissolved and wholly cease to exist.

Company to
represent
dissolved
company.

20. From and after the dissolution and except as is by this Act otherwise expressly provided and subject to the provisions thereof and of the said agreement the Company shall to all intents thenceforth represent the Wimbledon Company as if the ~~Company~~ and the Wimbledon Company had originally been and had continued ~~without~~ intermission to be one and the same body corporate and so far as the Company represents the Wimbledon Company under the provisions of this section this Act may be pleaded in bar to any action judgment or other proceeding against the Wimbledon Company whether commenced or obtained prior to or subsequent to the vesting of the Wimbledon undertaking in the Company.

General
saving of
rights under
Wimbledon
Act.

21. Notwithstanding the vesting in the Company by this Act of the undertaking property and effects of the Wimbledon Company and except only as is by this Act otherwise expressly provided everything before the vesting done suffered and confirmed respectively under or by virtue of the Wimbledon Act shall be as valid in favour of or against the Company as if the vesting had not happened and the vesting and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and

demands both present and future which if the vesting and dissolution had not happened would be incident to and consequent on any and everything so done suffered and confirmed respectively: Provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

22. The powers granted by the Wimbledon Act for the compulsory purchase and taking of lands for the purposes of the works by that Act authorised are hereby extended and may be exercised by the Company at any time within but shall not be exercised after the expiration of two years from the passing of this Act.

Extending period limited by Wimbledon Act of 1882 for purchase of lands.

23. The period limited by the Wimbledon Act for the completion of the railways and works by that Act authorised is hereby extended for a period of two years from the eighteenth day of August one thousand eight hundred and eighty-seven and the period limited by the Kingston Act 1881 for the completion of so much of the railway by that Act authorised as is not under the Kingston Act 1882 and this Act authorised to be abandoned is hereby extended for a period of three years from the twenty-second day of August one thousand eight hundred and eighty-six and the period limited by the Kingston Act 1882 for the completion of the deviation Railway No. 2 authorised by that Act is hereby extended for a period of two years from the eighteenth day of August one thousand eight hundred and eighty-seven.

Extending periods limited for completion of certain works.

24. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper and sufficient bridges viaducts rails sidings junctions turntables stations banks sluices drains culverts dams groynes walls approaches roads buildings yards and other works and conveniences connected therewith and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is:—

Power to construct new railway.

A railway (the Wimbledon Junction Railway) 6 furlongs and $3\frac{1}{2}$ chains or thereabouts in length wholly in the parish of Wimbledon and county of Surrey commencing at a point in the Company's station yard on the up-line side 12 chains or thereabouts measured in a north-easterly direction from the Company's main line booking office at Wimbledon Station and terminating by a junction with the Railway No. 2 authorised by the Wimbledon Act of 1882 at a distance from its authorised commencement of 3 furlongs and 5 chains or thereabouts measured along the centre line of the said authorised railway

A.D. 1886.

as shown upon the plans of that railway deposited for and referred to in the last-mentioned Act.

Tolls &c.

25. For the purposes of tolls rates and charges and for all other purposes the Wimbledon Junction Railway by this Act authorised shall be deemed part of the Company's main line of railway.

Applying
section 27 of
South-
western
Railway Act
1884.

26. The provisions of section 27 (for the protection of the Wimbledon Local Board) of the South-western Railway Act 1884 shall apply to and in the case of the Wimbledon Junction Railway by this Act authorised as if those provisions were re-enacted in this Act with respect to that railway.

Period for
completion
of works.

27. If the Wimbledon Junction Railway by this Act authorised is not completed within three 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 same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Company to
make good
parochial
rates until
works are
assessed.

28. If and while the Company are possessed under this Act of any lands in the parishes of Saint Mary Lambeth assessed or liable to be assessed to any sewers rate main drainage rate or general purposes rate they shall from time to time until the works for the purposes for which the Company are by this Act authorised to acquire the lands above referred to are completed and assessed or liable to be assessed to the respective rates be liable to make good the deficiency in the assessment for the respective rate by reason of those lands being taken or used for the purposes of the said works and the deficiency shall be computed according to the rental at which those lands with any buildings thereon are now rated and on demand the Company shall pay the deficiency to the collector of the respective rate.

Lands for
extraordi-
nary pur-
poses.

29. The Company may by agreement from time to time purchase land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 but the quantity of land so purchased by them under this Act for those purposes shall not exceed two acres.

Penalty im-
posed unless
lines are
opened with-
in the
time limited.

30. If the Company fail within the extended periods respectively limited by this Act to complete the railways authorised by the Wimbledon Act or so much of the railway authorised by the Kingston Act 1881 as is not under the Kingston Act 1882 or this Act authorised to be abandoned or the deviation Railway No. 2 authorised by the Kingston Act 1882 or within the period limited by this Act to complete the railway by this Act authorised the Company shall be liable in each case to a penalty of fifty pounds a day for

every day after the expiration of the periods so respectively limited until the said railways or portion of railway respectively are or is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts in each case to five per centum on the estimated cost of the works and the said respective penalties may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the respective work by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

31. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the respective work in respect of the non-completion of which the penalty accrues 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 sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall 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

Application
of penalty.

A.D. 1886. — order on the application of the Solicitor to 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 said 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 to be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Providing
for return of
deposit.

32. In consideration of the liability to a penalty imposed upon the Company by this Act in the event of failure to complete the Wimbledon Railway the Chancery Division of the High Court of Justice in England at any time after the passing of this Act on the application of the person or persons named in the warrant or order mentioned in section 52 of the Wimbledon Act or the executors or administrators of such person or persons may and shall order that the sum of six thousand six hundred and seventy pounds twelve shillings and threepence Three per Centum Consolidated Bank Annuities in which the sum of six thousand eight hundred and twenty pounds fourteen shillings mentioned in the said section 52 (and therein referred to as "the deposit fund") has been invested and the interest or dividends on that sum shall be transferred and paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf and on such order being made the said sum and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

Power to
take addi-
tional lands
for general
purposes.

33. Subject to the provisions of this Act the Company may for all or any of the purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands and all or any of the buildings and works in the parish next herein-after mentioned shown on the deposited plans and described in the deposited books of reference (that is to say) :—

Houses and land in the parish of Saint Mary Lambeth in the county of Surrey :—

- (1.) House in Mill Street on the west side of the Company's railway and numbered 16 in that street including land in the rear of the said house ;
- (2.) Three houses and land in Carlisle Street on the west side of the Company's railway and numbered 50 52 and 54 in that street ;
- (3.) Two houses and land in Carlisle Street on the west side of the Company's railway and numbered 57 and 61 in that street.

34. The Company may close the archway under their railway immediately to the southward of the Lambeth Road and numbered 174 of the Company's viaduct in the parish of Saint Mary Lambeth in the county of Surrey and thereupon all public and other rights of way and other rights through or under the said arch and over upon or across the lands of the Company adjoining thereto shall be extinguished.

A.D. 1886.
Power to stop up archway.

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 (not being an easement of water) right or privilege required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Easements &c. may be granted by incapacitated persons.

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

Period for compulsory purchase of lands.

37. The Company shall not under the powers of this Act or of the Wimbledon Act purchase or acquire in any parish within the metropolis without the consent of the Secretary of State for the Home Department twenty or more houses or without the consent of the Local Government Board in any city borough or other urban sanitary district or in any parish or part of a parish (not being within an urban sanitary district) exclusive of the metropolis ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

As to labouring class houses.

The expression "labouring class" in this section includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

38. The sixty-ninth section of the Kingston Act 1881 is hereby repealed and in lieu thereof be it enacted that the Company for the purposes of traffic conveyed by them arising upon or destined for or passing over the Wimbledon Junction Railway by this Act authorised

For protection of Great Western and London and North-

A.D. 1886.
western Rail-
way Com-
panies.

the railways of the Wimbledon Company the Fulham section of the Kingston and London Railway by this Act transferred to the Company and the railways of the District Company or any or either of the aforesaid railways or any part or parts thereof may run over and use that part of the West London Railway which lies between Earl's Court Junction and the Addison Road Station including subject as herein-after mentioned that station and junction and in respect of such traffic shall pay to the Great Western and London and North-western Railway Companies as owners of the West London Railway for passing over or using any part of the West London Railway with such traffic such tolls or other consideration as may from time to time be agreed upon between the South-western Company and those companies and failing agreement as shall be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 and the South-western Company shall also pay to the Great Western and London and North-western Railway Companies for the user of the Addison Road Station by such traffic as aforesaid and for the services performed therein in respect thereof such rent or other consideration as may from time to time be agreed upon between the said Company and the Great Western and London and North-western Railway Companies and failing agreement as shall be determined by arbitration in the manner aforesaid: Provided always that the South-western Company shall not be entitled to use with or for the purposes of such traffic as aforesaid any other part of the Addison Road Station than that which is situate to the southward of the line marked A B on the plan annexed to the agreement dated twenty-sixth day of February one thousand eight hundred and sixty-three and made between the London and North-western the Great Western the South-western the London Brighton and South Coast and the West London Extension Railway Companies: Provided always that nothing in this Act contained shall be deemed or construed to take away alter prejudice or affect any estates rights or interests now possessed by the West London Extension Railway Company or by the London Brighton and South Coast Railway Company in the said portion of the West London Railway and the said Addison Road Station and premises whether under the West London Extension Railway Act 1859 the West London Extension Railway Act 1861 the West London Extension Railway Act 1863 or the said agreement of the twenty-sixth day of February one thousand eight hundred and sixty-three or otherwise.

Existing
rights of
Company in
West Lon-
don Railway

39. Except as is otherwise provided by the last preceding section of this Act nothing in this Act contained shall be deemed or construed to take away alter prejudice or affect any estates rights

or interests now possessed by the Company in the said portion of the said West London Railway and the said Addison Road Station and premises.

A.D. 1886.

&c. not to be affected.

40. The Bodmin agreement is hereby confirmed and made binding on the Bodmin Company and the Company respectively.

Confirming Bodmin agreement scheduled.

41. In accordance with and upon and subject to the terms and conditions specified in the Swanage agreement or (as the case may be) the Bodmin agreement the Swanage Company and the Bodmin Company respectively may make to the Company and the Company may accept a sale or transfer of the undertaking of the Swanage Company or of the Bodmin Company as the case may be and all or any of the respective rights powers privileges or authorities connected therewith respectively: Provided always that any such sale or transfer as is herein-mentioned shall be effected by a deed of conveyance duly stamped in respect of the consideration for such sale or transfer and within three months from the date of the transfer or conveyance the deed shall be produced to the Commissioners of Inland Revenue duly stamped as aforesaid and if the Company shall not within the said period produce such deed the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of transfer shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Swanage and Bodmin Companies may transfer their undertaking to the Company.

42. Any consideration or compensation made or secured by the Company to the Swanage Company or to the Bodmin Company (each or either of whom is herein-after referred to as "the selling company") or their shareholders or nominees shall not prejudice or affect any preference or priority in the payment of interest or dividend on any stock or shares from time to time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the making of the sale and conveyance or which is otherwise from time to time lawfully subsisting.

Saving for existing preference stock and shares of Company.

43. No such transfer or conveyance made under the authority of this Act shall in any manner alter increase or diminish any of the tolls fares rates or charges which the contracting companies are respectively from time to time authorised to demand and take from any other company or person but all other persons and companies shall notwithstanding any such agreement be entitled to the user and benefit of the railway to which the agreement relates on the same terms and conditions and on payment of the same tolls fares and charges as if the agreement were not made.

Agreements not to affect persons not parties thereto.

44. In accordance with the terms agreed on between the Company and the selling company for the sale or transfer the Company

Sale to entitle Company to

A.D. 1886.
premises
sold.

and their directors officers and servants respectively shall be entitled under the agreement in that behalf and from the time thereby appointed for the sale or transfer to take effect to the management regulation maintenance user working and enjoyment of the premises comprised in the respective contract and of the traffic thereon and to the regulating taking and enjoying of the tolls fares rates charges and other payments and advantages in respect thereof.

Powers of
selling com-
pany as to
premises
sold to be
exercised by
Company.

45. All the rights powers and privileges of the selling company and their directors officers and servants respectively which by virtue of any of the Acts relating to the selling company and this Act respectively might be exercised and enjoyed by them respectively with respect to the premises agreed to be sold and which in accordance with the terms and conditions of the agreement or of this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively with respect to the premises agreed to be sold shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as by the selling company and their directors officers and servants respectively.

Transfer to
Company of
premises
sold.

46. In accordance with the terms and conditions of the respective agreement in that behalf entered into between the Company and the selling company all the premises thereby agreed to be sold to the Company and the rights powers privileges and authorities to be in accordance with this Act exercised and enjoyed by the Company with respect to the same shall at the time by the respective agreement appointed for the sale to take effect be by this Act and subject to the provisions thereof and subject also to the other provisions (if any) of any deed or conveyance executed in accordance with this Act transferred to and vested in the Company as part of their railway property and effects.

Deed of
conveyance.

47. Any such sale shall be evidenced by a deed of conveyance duly stamped and wherein the full consideration for the deed is fully and truly set forth and within three months from the date of vesting or transfer the Company shall produce the same to the Commissioners of Inland Revenue and if such production shall not be so made within the stated period the ad valorem duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting or transfer shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Company to
perform
duties of
selling com-

48. From and after the time agreed on for the sale or transfer to take effect the Company but subject to the provisions of this Act shall be subject to and perform conform and be liable to all

contracts agreements duties obligations debts charges claims and demands whatsoever with respect to the premises agreed to be sold to which the selling company if the sale or transfer did not take effect would be subject or liable and shall indemnify the selling company and their shareholders directors officers and servants from the same and all costs charges and expenses with respect to the same.

A.D. 1886.

pany as to property sold.

49. From and after the time agreed on for any such sale as aforesaid to take effect the Acts passed with respect to the selling company (but subject to the provisions of this Act with respect to the dissolution and the winding up of the affairs of the selling company) and the provisions of any Act which confer any powers upon or otherwise relate to the selling company except provisions relating to general meetings or directors or the raising of share or loan capital shall be read and have effect as if the same had been passed with respect to the company instead of with respect to the selling company.

Acts of selling company to apply to Company.

50. Forthwith after any such sale the selling company shall proceed to wind up their affairs and in order thereto may sell and convey or otherwise dispose of all such parts (if any) of their property and effects as are not by or in accordance with this Act vested in the Company and subject to the payment satisfaction or discharge of all the debts liabilities and engagements (if any) of the selling company not paid satisfied or discharged by the Company the selling company shall distribute and pay their net moneys to and among the several persons who at the time agreed on for the sale to take effect are the registered shareholders of the selling Company in proportion to their respective shares of the capital of the selling company or their respective executors administrators successors or assigns.

Selling company to wind up their affairs.

51. Provided that where the selling company are for twelve months after the period for the distribution of their net moneys unable after diligent inquiry to ascertain the person to whom any part thereof ought to be paid or who can give an effectual receipt for the same the selling company may pay the same into the Chancery Division of the High Court of Justice under any Act from time to time in force for the relief of trustees and every such payment into court shall conclusively discharge the selling company from all further liability with respect to the net moneys so paid and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto and any person afterwards showing to the satisfaction of the court that he is entitled thereto may obtain payment thereof out of court accordingly.

Payments into court by the selling company.

A.D. 1886.

Dissolution
of selling
company.

52. When all the debts liabilities and engagements of the selling company are paid satisfied or discharged and their net moneys are distributed in accordance with this Act and their affairs are wound up the selling company shall be dissolved and wholly cease to exist.

Company to
represent
dissolved
company.

53. From and after the dissolution and except as is by this Act otherwise expressly provided the Company shall to all intents represent the selling company as if the Company and the selling company had originally been and had continued without intermission to be one and the same body corporate.

General
saving of
rights under
Acts relating
to selling
company.

54. Notwithstanding the vesting in the Company of the undertaking railway property and effects of the selling company and the dissolution of the selling company and except only as is by this Act otherwise expressly provided everything before the dissolution done suffered and confirmed respectively under or by virtue of any of the Acts relating to the selling company shall be as valid as if the vesting and dissolution had not happened and the vesting and dissolution and this Act respectively shall accordingly be subject to and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the respective amalgamation and dissolution had not happened would be incident to and consequent on any and everything so done suffered and confirmed respectively: Provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

Power in
reference to
Southsea
Railway to
be exercised
by joint
committee.

55. Except as to the providing or raising of capital all the powers which the Company and the Brighton Company possess in relation to the Southsea Railway shall be exercised by the joint committee.

The Southsea Railway shall be managed worked and used by or under the direction of the joint committee. All expenses of maintenance and of providing plant officers servants and otherwise in relation to the management use and working of the Southsea Railway shall be borne equally by the Company and the Brighton Company and in like manner all revenue arising from the Southsea Railway shall belong to the Company and the Brighton Company in equal shares and shall be divided accordingly. Such revenue shall include all local receipts and fares and such proportion of the through tolls as shall have been agreed upon or fixed by the joint committee as the proportion of through tolls attributable to the Southsea Railway.

Power to
apply funds.

56. The Company may apply for any of the purposes of this Act to which capital is properly applicable including payment of any sum or sums of money agreed to be paid by them to the Wimbledon

Company any moneys which by any previous Act or Acts they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes. A.D. 1886.

57. The Company may from time to time for the purposes of the Wimbledon Railway and for the purposes of any sale or transfer under this Act to the Company of the undertaking of the Swanage Company or of the Bodmin Company raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums of money necessary for those purposes and may apply for those respective purposes the money so raised and shall not apply for any other purpose any money so to be raised and shall not apply for any other purposes any money so raised: Provided always that the total amount which the Company from time to time may raise by new shares and new stock for the said purposes respectively shall not exceed the total amount of the authorised capital of the Wimbledon Company or of the Swanage Company or of the Bodmin Company as the case may be. Power to Company to raise further money.

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

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

60. If any money be payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipts in case of persons not sui juris.

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

62. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage of their undertaking for the purposes of the Further borrowing powers to the Company.

A.D. 1886. — Wimbledon Railway or of any sale or transfer to the Company of the undertakings of the Swanage Company or of the Bodmin Company any sum or sums not exceeding in the whole one third of the amount which the Company are for the time being authorised to raise by shares or stock for the purposes of the said railway or of the respective sale or transfer as the case may be.

Restrictions
on borrow-
ing.

63. Provided always that no sum of money shall be borrowed by the Company under the powers of this Act unless and until the respective capital in respect of which it is to be borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of the respective capital has been issued and accepted and that one half thereof has been paid up and not less than one fifth part of the amount of each separate share in so much of the respective capital as is to be raised by means of shares has been paid on account of such shares before or at the time of the issue or acceptance thereof and that stock for one half of so much of the respective capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid (before he so certifies) that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of the respective capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing
mortgages
to have
priority.

64. All mortgages granted by the Company in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively have priority over any mortgages to be granted by virtue of this Act: Provided that this section does not apply to any mortgage from time to time granted by the Company in accordance with section 21 of the South-western Railway (General) Act 1865 or section 60 of the South-western Railway (General) Act 1867.

Provisions
as to ap-
pointment of

65. Section 33 of the South-western Railway (Various Powers) Act 1885 for appointment of a receiver is by this Act repealed but

without prejudice to any appointment heretofore made or proceedings now pending under the provisions of that section or any of them.

A.D. 1886.
receiver
repealed.

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

For appointment of a receiver.

67. 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 after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Debenture stock.

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

Application of moneys.

69. The agreement between the Company and Henry Kimber whereof a copy is set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the Company and Henry Kimber respectively and shall be duly carried into effect.

Confirming scheduled agreement with Henry Kimber.

70. Nothing in this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in any undertaking to which this Act relates and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in any such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that any such undertaking is owned leased or worked by the Company or is transferred to and vested in the Company or amalgamated with the undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Saving rights of Postmaster-General.

71. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him: Provided that this Act

Interest not to be paid on calls paid up.

A.D. 1886. — shall not 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.

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

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

Provision as to general railway Acts.

73. Nothing in this Act contained shall exempt the railways of any railway company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now or hereafter in force or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any railway company.

Costs of Act.

74. The 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 as follows (that is to say) as to one hundred pounds part thereof by the Company solely and as to the residue thereof by the two companies in equal proportions.

The SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

HEADS OF AGREEMENT made between THE WIMBLEDON AND WEST METROPOLITAN JUNCTION RAILWAY COMPANY (herein-after called the Wimbledon Company) of the one part and THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY (herein-after called the South-western Company) of the other part.

WHEREAS the Kingston and London Railway Company were incorporated by the Kingston and London Railway Act 1881 and authorised to make and maintain a railway (herein-after called the Kingston and London Railway) from the South-western Railway at Surbiton to the Metropolitan District Railway at Fulham and to raise capital for the purpose and the undertaking of the Kingston and London Railway Company was by the London and South-western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882 (herein-after referred to as the Transfer Act 1882) including two deviations mentioned by the last-mentioned Act vested in the South-western Company and the Metropolitan District Railway Company (herein-after called the two companies) as a joint undertaking in equal shares and proportions.

And whereas by the Wimbledon and West Metropolitan Junction Railway Act 1882 (herein-after referred to as the Wimbledon Act 1882) the Wimbledon Company were incorporated and authorised to make railways (herein-after referred to as the Wimbledon line) from the Tooting Merton and Wimbledon Railway at Wimbledon to the Kingston and London Railway at Putney.

And whereas the Metropolitan District Railway Company is unable to provide their equal one half of the capital required for the construction of the Kingston and London Railway and it has been determined to apply to Parliament for leave to abandon so much of that railway (herein-after referred to as the Surbiton section) as lies to the south of Putney Junction herein-after described.

And whereas the Wimbledon Company have entered into the agreements with landowners set forth in the schedule hereto and have served notices to treat in respect of the land required for the construction of the Wimbledon line.

And whereas the South-western Company have deposited in the Parliament Office of the House of Lords and in the Private Bill Office of the House of Commons a Bill (herein-after called the South-western Bill) for the purposes among others of authorising the abandonment of the Surbiton section and transferring to and vesting in the South-western Company the undertaking rights powers and interests of the Wimbledon Company and the South-western

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Company are prepared to proceed with the construction of so much of the Kingston and London Railway (herein-after referred to as the Fulham section) as lies to the north of the Junction of the Putney Junction authorised by the South-western Railway Act 1882 (and herein-after referred to as the Putney Junction).

And whereas the Wimbledon Company has also deposited as aforesaid a Bill (herein-after called the Wimbledon Bill) for the purposes amongst others of securing as far as may be the completion of the Fulham section and to authorise the Wimbledon Company and all companies and persons lawfully using their undertaking to run over work and use the Fulham section and certain portions of the undertaking of the Metropolitan District Railway Company.

And whereas the South-western Company have proposed to the Wimbledon Company to withdraw from further proceeding with the Wimbledon Bill and to assent to a transfer of the powers conferred upon the Wimbledon Company by the Wimbledon Act 1882 to the South-western Company which the Wimbledon Company is willing to do for the considerations upon the terms and subject to the conditions herein-after appearing.

NOW THEREFORE IT IS AGREED between the parties hereto as follows (that is to say):—

1. The South-western Company will promote the South-western Bill and will use their best endeavours to secure the passing thereof in the present session into an Act to authorise among other things the transfer to them of all the rights powers and privileges and liabilities of the Wimbledon Company and the abandonment of the Surbiton section.

2. The Wimbledon Company shall at the request and cost of the South-western Company concur in the application mentioned in the foregoing article and will upon the sealing and exchange of this agreement withdraw from further proceeding with the Wimbledon Bill.

3. In the event of the South-western Bill passing into an Act the South-western Company shall forthwith proceed with the construction of the Fulham section and of the Wimbledon line so as to complete and open the same for traffic of all kinds within three years from the date of the Royal Assent being given to the said Act.

4. From and after the completion of the Fulham section and the Wimbledon line the South-western Company shall at all times duly and efficiently either alone or in conjunction with the Metropolitan District Railway Company work or cause to be worked the Wimbledon line so as to afford to the districts and neighbourhood intended to be accommodated by the Wimbledon line a proper convenient and efficient daily service of passenger trains between Wimbledon and the system of the Metropolitan District Railway and so as in all respects reasonably and fairly to develop and accommodate the districts and neighbourhood through which the Wimbledon line will pass and which are intended to be served thereby and will do all such acts and things as may be reasonable and proper for developing the traffic of the said districts and will give through booking between the stations on the Wimbledon line and all stations on the system of the South-western Company within a radius of 11 miles from Wimbledon Station and all principal stations on the South-western Company's system beyond such radius and will use their best endeavours to secure the

extension of such through booking between the various stations on the system of the Metropolitan District Railway Company and the stations aforesaid.

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5. The South-western Company are to have all the benefits and be subject to fulfil and discharge all the liabilities of the Wimbledon Company and all clauses matters and things contained in the Wimbledon Act 1882 and in all agreements with landowners and others entered into by or on behalf of the Wimbledon Company at the date of this agreement or which may have been constituted by reason of the service of any notices to treat for purchase of lands save such liabilities as are expressly herein-after provided for and which shall be deemed to be excepted from the operation of this clause and the South-western Company shall at all times save harmless and indemnify the Wimbledon Company and all directors promoters and shareholders thereof from and against all claims demands actions costs and expenses in respect of all liabilities agreements matters and things herein provided for except such as are herein expressly excepted.

6. The South-western Company will pay to the Wimbledon Company within seven days after the Royal Assent shall have been given to the South-western Bill the sum of £10,500 without any deduction whatsoever and the payment of such sum shall fully discharge the South-western Company from all claims and demands under section 76 of the Wimbledon Act 1882 (save any liability incurred under the agreement scheduled to that Act) and all costs and expenses incurred by the Wimbledon Company in connexion with or incident to their undertaking (save costs and expenses payable to landowners or others in respect of any of the liabilities referred to in article 5 of these presents) including all fees to directors remuneration to professional and other persons and otherwise save as herein-after mentioned.

7. A receipt under the hands of any three of the directors of the Wimbledon Company for the said sum of £10,500 shall be a good discharge for the same to the South-western Company and the South-western Company shall not be bound to see to the application or be answerable for the non-application or misapplication of the said sum or any part thereof.

8. The South-western Company shall with all convenient despatch after the South-western Bill shall have received the Royal Assent or at such other time thereafter as they may be required so to do by the parties entitled thereto repay to the parties entitled to payment thereof under any agreement heretofore made in that behalf or otherwise (unless the parties to such agreement and the South-western Company shall otherwise arrange and agree) the sum of £6,820 14s. being the amount of the deposit made with the Paymaster-General of the Chancery Division of the High Court of Justice in respect of and now standing in the books of the Governor and Company of the Bank of England to the credit of *ex parte* the Wimbledon Merton and West Metropolitan Junction Railway Bill together with all interest (if any) due or accrued thereon and upon such repayment the said sum of £6,820 14s. now represented by £6,670 12s. 3d. Consolidated Three per Cent. Stock shall absolutely vest in and become the property of the South-western Company subject to the provisions relating thereto contained in the Wimbledon Act 1882 and the South-western Company shall at all times after the passing of the Act keep

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the Wimbledon Company and the directors shareholders and promoters thereof harmless and indemnified from and against all claims and demands in respect of the said sum of £6,820 14s. and all interest costs charges and expenses in respect thereof.

9. In the event of the South-western Company failing within seven days from the date of the South-western Bill receiving the Royal Assent to pay the said sum of £10,500 the Wimbledon Company may forthwith proceed to recover the said sum of £10,500 and the said sum shall be so recoverable by way of liquidated and ascertained damages in a summary way and shall in the event of failure by the South-western Company so to pay as herein provided carry interest at the rate of 10 per centum per annum from the date of the said Royal Assent being given until payment.

10. The Wimbledon Company pending the said application to Parliament shall not exercise any of the powers of the Wimbledon Act 1882 unless compelled so to do without the consent of the South-western Company.

11. In the event of parliamentary sanction for the above purposes or any of them not being obtained in the year 1886 this agreement to be void and of none effect save that in that event the South-western Company shall pay the proper costs charges and expenses of the Wimbledon Company of and incident to the negotiation for preparation and execution of this agreement including any costs incurred by the Wimbledon Company prior to the execution of these presents in and about the said application by the Wimbledon Company to Parliament and save that the South-western Company shall in any event and in addition to the payments herein-before provided to be made by them pay the proper costs charges and expenses which the Wimbledon Company may incur in connexion with and incidental to the South-western Bill and the passing thereof into an Act (the amount of which shall be settled by the taxing officer of the House of Commons in case of disagreement).

12. This agreement shall be scheduled to and confirmed by the South-western Bill if passed into an Act subject to such modifications or otherwise as Parliament may see fit to make therein Provided that if Parliament or any Committee thereof shall make any alteration therein materially affecting the rights of either Company either Company shall be entitled to require the withdrawal of so much of the Bill as provides for the vesting of the Wimbledon Company's undertaking in the South-western Company and the Bill shall accordingly be so amended without prejudice nevertheless to the provisions of the last preceding clause.

13. In the event of this agreement becoming void in the manner and to the extent aforesaid nothing herein contained shall be deemed directly or indirectly to affect or prejudice in any way any future application which the Wimbledon Company may at any time hereafter deem it expedient to make to Parliament in reference to their undertaking.

In witness whereof the Wimbledon Company and the South-western Company have hereunto respectively set their common seals this 24th day of February 1886.

THE SCHEDULE ABOVE REFERRED TO

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Letter dated 13th April 1882 from Alfred William Osborne resident agent for John Augustus Beaumont Esq.

1st July 1885.—John Augustus Beaumont Esq. and the Wimbledon and West Metropolitan Junction Railway Company.

4th July 1885.—West Kensington Estates Company Limited and the Wimbledon and West Metropolitan Junction Railway Company.

29th June 1885.—Alfred William Gower and the Wimbledon and West Metropolitan Junction Railway Company.

11th July 1885.—Draft agreement between Arthur Halford Esq. and the Wimbledon and West Metropolitan Junction Railway Company.



THE SECOND SCHEDULE.

AGREEMENT made the 17th day of June 1886 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 the Kingston and London Railway Company were incorporated by the Kingston and London Railway Act 1881 (herein-after referred to as the Kingston Act 1881) and were authorised to make and maintain a railway (herein-after called the Kingston and London Railway) from the main line of the South-western Company at Surbiton in the parish of Kingston-on-Thames in the county of Surrey to join the Fulham Extension Railway of the District Company at Fulham and to raise £675,000 by shares and £225,000 by borrowing:

And whereas by an agreement scheduled to the Kingston Act 1881 it was provided that the South-western and District Companies (herein-after called

A.D. 1886. the two companies) should enter into an agreement for working the Kingston and London Railway and the two companies did in pursuance of section 71 of the Kingston Act 1881 enter into such agreement accordingly :

And whereas by the London and South-western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882 (herein-after referred to as the Transfer Act 1882) certain deviations of the Kingston and London Railway were authorised to wit a Deviation No. 1 in the parishes of Kingston-on-Thames and Wimbledon in the county of Surrey and a Deviation No. 2 in the parishes of Putney and Wandsworth in the same county and which deviations are with the line authorised by the Kingston Act 1881 and not authorised by the Transfer Act 1882 to be abandoned included in the said term " Kingston and London Railway " :

And whereas by the Transfer Act 1882 the undertaking of the Kingston and London Railway Company was transferred to and vested in and all debts liabilities and engagements of that company were imposed on the two companies and the Kingston and London Railway Company existed after the passing of the Transfer Act 1882 for the purpose only of winding up their affairs and is now dissolved :

And whereas it was provided by the Transfer Act 1882 (section 31) that the capital required for the purposes of that Act should be found by the two companies in equal proportions and in manner by that Act provided and that if the two companies agreed the South-western Company might contribute more than their half of the required capital :

And whereas the two companies have jointly provided in cash the sum of £30,451 12s. 3d. for the parliamentary deposit and in addition have provided and expended up to the date hereof the sum of £269,907 15s. 11d. in the purchase of land at various points required for the said Kingston and London Railway including compensation and other claims making together the total sum of £300,359 8s. 2d. :

And whereas the District Company have signified to the South-western Company their inability to continue to provide their share of the required capital and the South-western Company are not prepared to provide more than their equal half share or moiety thereof :

And whereas by the Wimbledon and West Metropolitan Junction Railway Act 1882 (herein-after referred to as the Wimbledon Act 1882) the Wimbledon and West Metropolitan Junction Railway Company (herein-after referred to as the Wimbledon Company) were incorporated and authorised to make railways (herein-after called the Wimbledon Railway) from the Tooting Merton and Wimbledon Railway at Wimbledon to the Kingston and London Railway in the parish of Putney in the county of Surrey and to raise by shares £150,000 and by borrowing £50,000 :

And whereas by reason of the inability of the District Company to find further capital required for the construction of the Kingston and London Railway and the unwillingness of the South-western Company to find more than their equal half part or moiety thereof it has been determined to abandon the construction of so much of the Kingston and London Railway as lies south of the junction of the Wimbledon Railway therewith at Putney (and which portion of railway so to be abandoned is herein-after called the Surbiton section) :

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And whereas it is agreed between the two companies respectively that the South-western Company should undertake at their sole cost the construction of the Wimbledon Railway and so much of the Kingston and London Railway as lies between the junction of the Wimbledon Railway therewith and the termination thereof by a junction with the District Company's railway at Fulham (herein-after called the Fulham section) and that those railways or portions of railways should be the sole property of the South-western Company subject however when constructed to a right of user by the District Company :

NOW THEREFORE with the view of effecting the above purposes and objects the South-western Company and the District Company agree as follows:—

Application to Parliament.

- 1.—(A.) The Surbiton section shall be abandoned ;
- (B.) The rights powers and privileges of the Wimbledon Company shall be transferred to and vested in the South-western Company ;
- (C.) The rights powers and privileges of the two companies in respect of the Fulham section and the lands and hereditaments already acquired by the two companies for the purposes of that section shall be transferred to and vested in the South-western Company solely ;
- (D.) The South-western Company shall—
 - (1.) Construct a junction railway at Wimbledon (herein-after called the "Wimbledon Junction") ; and
 - (2.) Provide (subject as herein-after mentioned) terminal accommodation at Wimbledon for the accommodation of the District Company's trains in a plan relating thereto and to be signed by Charles Scotter on behalf of the South-western Company and James Staats Forbes on behalf of the District Company.

2. The South-western Company shall proceed to construct within the time limited by Parliament the Fulham section and the Wimbledon Railway and Wimbledon Junction together with the terminal accommodation at Wimbledon so that the whole may be opened for public traffic concurrently.

South-western Company to construct Wimbledon Railways.

3. The District Company shall forthwith and on the terms and conditions herein-after appearing do all such acts and things as may be requisite for vesting the lands and property acquired by the two companies in respect of the Fulham section in the South-western Company solely and exclusively and shall on completion and opening for traffic of the Fulham section the Wimbledon Railway and the Wimbledon Junction have full powers of running over and using the same for the purposes of passenger coaching goods mineral and all other traffic together with all stations as from time to time lie on those railways including the terminal accommodation at Wimbledon herein-before referred to.

Property acquired by the two companies to vest in South-western Company. Running powers to District Company.

4. The South-western Company shall 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 and the Fulham section (and not otherwise except with special consent in writing of the District Company)—

Running powers to South-western 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 with the District

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Company's 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 herein-after expressed) those respective stations and all intermediate stations from time to time on those portions of railway: Provided unless otherwise agreed that no stations on the District Railway may 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.

And 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)—

(B.) 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 are concerned that junction) but such traffic shall only be entitled to pass to and from Earl's Court Junction by way of the curve A C authorised by the District Company's Act of 1882 and to be constructed in accordance with a plan relating thereto to be signed by Charles Scotter on behalf of the South-western Company and by James Staats Forbes on behalf of the District Company which curve shall be completed and opened for traffic at the sole expense of the District Company: Provided that the District Company shall not be called upon to construct the said curve A C after the expiration of five years from the date of this agreement.

Number of trains to be run by District Company and liberty to use stations.

South-western Company to provide terminal accommodation at Wimbledon for District Companies trains.

Terms of user.

5. In pursuance of the running powers to the District Company in the article 3 mentioned the District Company shall so soon as the Fulham section the Wimbledon Railway and Wimbledon Junction together with the terminal accommodation at Wimbledon are opened for public traffic run such trains and at such times as they may elect subject to the reasonable convenience of the South-western Company in the use of the aforesaid railway and works and not being less than twenty trains in each direction during the day between Fulham and Wimbledon for the purposes of passenger and coaching traffic only. The terminal accommodation at Wimbledon herein-before referred to is to be provided by the South-western Company at the cost of the District Company or at the option of the District Company by an annual payment of rent such annual rent to be six per centum per annum on the outlay for land and works required for such terminal accommodation and to include maintenance of the same such payments to be made so long only as the said terminal accommodation shall be exclusively used by the District Company and failing exclusive user such cost or payment shall be proportioned to the user by the District Company and by the South-western Company respectively of such terminal accommodation: Provided that any user of the said terminal accommodation by the South-western Company shall be subject to the prior convenience of the District Company. The District Company however reserve the right to appoint their own staff of servants provided the terminal accommodation to be furnished for them at Wimbledon be used by them exclusively and provided also that if they do not exercise such right the South-western Company at the expense of the

District Company shall provide such extra staff as may be required by the District Company's user and failing their exclusive user the expense of providing the necessary staff shall be borne by each company in proportion to its user of the terminal accommodation.

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6. The trains of the two companies respectively run by them over the lines of the other under this agreement shall be available for conveyance of the local passengers of the respective lines so run over. The District Company for the trains run by them under this agreement are to be allowed by the South-western Company such reasonable sum for locomotive and train expenses as may be agreed upon including an allowance for the carriage of the local traffic and in the event of the South-western Company electing to exercise their running powers for passenger trains mentioned in sub-sections (A.) and (B.) of article 4 hereof a similar allowance shall be made by the District Company to the South-western Company.

Allowance for working expenses.

7. In the event of the South-western Company electing to exercise the running powers in article 4 mentioned they shall give twelve months notice in writing of such their intention to the District Company and the District Company shall at the cost of the South-western Company within such period of twelve months provide afford and maintain such separate accommodation at South Kensington including land and works for the South-western Company's trains in accordance with a plan to be agreed upon and to be signed by Charles Scotter on behalf of the South-western Company and James Staats Forbes on behalf of the District Company. The South-western Company reserve the right to man such separate accommodation but provided they do not exercise such right the District Company on the application and at the cost of the South-western Company shall provide such extra staff as may be required by them. The South-western Company shall be at liberty to apply to Parliament for leave to abandon their authorised station and works at South Kensington or any portion thereof.

Accommodation to be provided at South Kensington for South-western Company.

8. The South-western Company shall for passenger and coaching traffic only have the use of so much of the existing terminal accommodation at High Street Kensington Station belonging to the District Company as can be from time to time afforded there with due consideration to its convenient user by and the prior rights of the District Company and to the rights of any other company entitled to use that station as well as to the rights of the South-western Company. The payment to be made for this user by the South-western Company shall be a proportion of the cost including interest and maintenance of such terminal accommodation and of the staff employed thereat to be fixed with reference to the proportionate user thereof for terminal purposes by the South-western Company and by the District and other companies (if any): Provided always that the South-western Company shall not be bound to use High Street Kensington Station. In case of difference such accommodation and proportion of cost and maintenance to be determined by arbitration.

Use by South-western Company of terminal accommodation at High Street Kensington.

Terms of user.

9. The District Company shall be allowed for the use by the South-western Company under their running powers of the said portions of the District Company's Railway mentioned in sub-sections (A.) and (B.) of article 4 hereof and the stations from time to time existing thereon in respect of through

District Company to receive chaineage proportion of through fares conveyed in

A.D. 1886. passenger and coaching traffic a chainage proportion of the agreed through fares and rates with a minimum allowance to the District Company of one mile together with the additional mileage allowances as prescribed in articles 11 and 14 hereof respectively but subject to the allowance for running expenses mentioned in article 6.

South-western Company's trains.

Tolls viâ A C curve.

10. The District Company shall be allowed for the use by the South-western Company under their running powers of the said portion of the District Company's Railway mentioned in sub-section (B.) of article 4 hereof between the authorised Fulham Junction and Earl's Court Junction or any part thereof as limited in article 3 hereof a nett toll of one shilling and sixpence per ton for goods traffic and ninepence per ton for coal and mineral traffic.

Coaching traffic over A C curve.

11. Whenever the curve A C shall be run over for passenger and coaching traffic in accordance with sub-section (B.) of article 4 the length of the curve in respect of such last-mentioned traffic shall be deemed to be one mile and the District Company shall be credited accordingly and in other respects such last-mentioned traffic shall be dealt with as provided in article 9 hereof.

South-western Company to receive chainage of through fares conveyed in South-western Company's trains.

12. The South-western Company shall be allowed for the use by the District Company of the Fulham section the Wimbledon Railway and the Wimbledon Junction and the stations from time to time existing thereon as provided in article 5 hereof in respect of through passenger and coaching traffic a chainage proportion of the agreed through fares and rates with a minimum allowance to the South-western Company of one mile but subject to the allowance for running expenses mentioned in article 6 and in respect of all other traffic the like chainage proportion and minimum allowance together with such terminal allowances as are from time to time fixed under the rules of the Railway Clearing House.

Through bookings between the two companies stations.

13. A system of through booking for passenger and coaching traffic at agreed through rates and fares shall if so desired by either company be established and maintained between all the stations of the District Company and all stations on the railways between Fulham and Wimbledon inclusive and also such stations of the South-western Company as are situated within a radius of twenty-five miles from Wimbledon Station and all the principal stations of the South-western Company beyond that radius (viâ the Wimbledon Railway and Fulham section and not otherwise except with the special consent in writing of the District Company) and the through fares and rates charged for all passengers carried shall be divided between the two companies in chainage proportion with a minimum of one mile to each company for its respective railway passed over: Provided always that the District Company shall be entitled to receive additional mileage allowances as prescribed in articles 11 and 14 hereof. All traffic accounts between the companies shall be if not otherwise agreed settled by and through the Railway Clearing House.

Special allowances to District Company.

14. In the case of traffic conveyed to or from the District Railway over the Fulham section the Wimbledon Railway and Wimbledon Junction and also over the South-western Railway for any distance exceeding in the whole twenty miles and not exceeding forty miles the District Company shall be allowed as for one additional mile and when the traffic is conveyed exceeding in the whole forty miles the District Company shall be allowed as for two additional

miles over and above the chainage distance actually carried or over and above (as the case may be) the minimum of one mile as stipulated in articles 9 and 11 hereof. In apportioning the traffic however the entire actual distance for which it is conveyed shall not be increased by any additions whatever.

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15. All trains of the South-western Company using the District Company's railways and stations shall contain such number of carriages of the respective classes as the District Company may from time to time reasonably require having regard to the extent of platform accommodation at their stations.

Number of carriages in South-western Company's trains.

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

Number of South-western Company's trains over District Railway.

17. The two companies shall so far as the Surbiton section is concerned but not further or otherwise remain and be jointly and equally liable for all the payments debts liabilities and engagements in respect of that section whether in the past or future and any moneys which the South-western Company have paid or may hereafter with the concurrence of the District Company pay in respect of such section in excess of their moiety thereof together with interest thereon at the rate of four per cent. per annum up to date of repayment shall be repaid by the District Company to the South-western Company in cash or credit be given to them in account as mentioned in article 18.

Joint liability as to Surbiton section engagements.

18. The South-western Company shall indemnify and save harmless the District Company from all liabilities claims and demands in respect of the Fulham section and shall account for and on or before the 31st day of December 1886 pay to the District Company in cash or give credit to them in account for all moneys which the District Company shall have paid for or towards or in respect of the acquisition of any lands acquired for the purposes of the Fulham section and of all other outlay in connexion with that portion of the land and railways including a proportional part of parliamentary legal or other costs together with interest at four per centum per annum on such moneys up to date of such repayment: Provided that the District Company shall have done all such acts and things as may be requisite for vesting the lands and property acquired by the two companies in respect of the Fulham section in the South-western Company solely and exclusively: Provided also that the South-western Company may deduct from any moneys from time to time payable to the District Company under this article the proportion payable by the District Company of any moneys ascertained to be due and payable under article 17 hereof and the

Repayment to District Company of outlay on Fulham section.

A.D. 1886. South-western Company shall apply the same to the purposes in that article mentioned and shall indemnify the District Company in respect of any claims for and in respect of which such moneys have been retained.

Rules and regulations of companies.

19. Each of the two companies and their servants using the railways of the other company under this agreement shall be under such rules and shall observe such byelaws and regulations as may from time to time be in force for regulating generally the traffic on the railway belonging to the respective companies.

Advertisements at stations.

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

Differences.

21. All differences between the two companies on any matter forming the subject of this agreement shall be referred to and determined by the standing arbitrator.

Appointment of arbitrator.

22. The first standing arbitrator shall be George Findlay Esquire and his appointment shall date from the day of the date hereof and shall be in force until the end of the year 1886: Provided that for all matters which before that day shall have been referred to him and shall not have been disposed of by him his functions shall continue and be in force until the final determination of such matters and this provision mutatis mutandis shall be applicable and apply to all future standing arbitrators.

Re-appointment of arbitrator.

23. Within some convenient time before the end of 1886 and in like manner in each successive year a standing arbitrator shall be appointed by the boards of the two companies in the place of the arbitrator whose functions will then expire but the existing arbitrator may in each case be re-appointed.

Board of Trade may appoint arbitrator.

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

Occasional vacancies in office of arbitrator.

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

Powers of arbitrator.

26. The standing arbitrator shall have all the powers of a single arbitrator appointed under the provisions of the Railway Companies Arbitration Act 1859 or any amendment thereof.

Section 43 of District Company's Act of 1875 not affected.

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

Agreement to be subject to modification by Parliament.

28. This agreement shall be subject to such alterations as Parliament may think fit to make thereon.

In witness whereof the said companies parties hereto have caused their common seal to be fixed hereto the day and year first above written. A.D. 1886,

Sealed with the common seal of the Metropolitan District Railway Company in the presence of

GEO. HOPWOOD,
Secretary.



Sealed with the common seal of the London and South-western Railway Company in the presence of

FRED. J. MACAULAY,
Secretary.



THE THIRD SCHEDULE.

ARTICLES OF AGREEMENT made the tenth day of December 1885 between the BODMIN AND WADEBRIDGE RAILWAY COMPANY (herein-after called the Bodmin Company) of the one part and the LONDON AND SOUTH-WESTERN RAILWAY COMPANY (herein-after called the South-western Company) of the other part.

WHEREBY in consideration of the mutual obligations and benefits imposed on or undertaken by and secured to the respective companies as herein-after mentioned they agree for themselves and their assigns respectively as follows:—

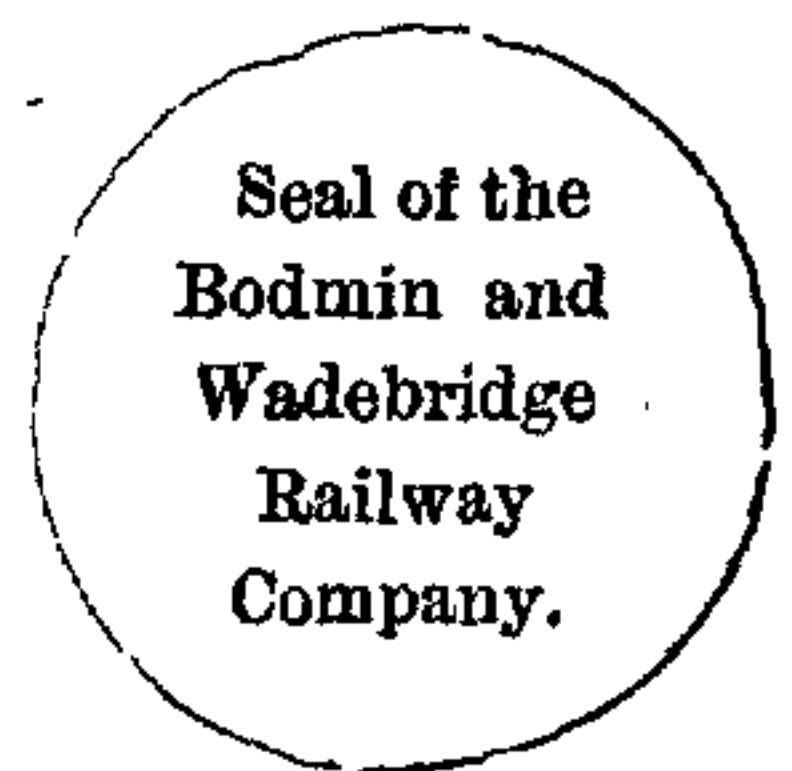
1. These articles are subject to the confirmation and authority of Parliament.
2. That the undertaking of the Bodmin Company shall on as and from the 1st day of July 1886 be on the conditions and subject to the provisions of these articles amalgamated with the undertaking of the South-western Company and all and singular the railways stations stock rights powers credits and effects of the Bodmin Company except their rights and credits under these articles shall as and from that day be absolutely transferred to and vested in the South-western Company which company shall also as and from that day adopt and become subject to all and singular the then existing debts and liabilities of the Bodmin Company.
3. On such amalgamation or such absolute transfer made the South-western Company shall pay off and extinguish the amount due on loan by the Bodmin Company viz. £8,000 and an arrear of interest in respect of the current half-year and shall pay to the Bodmin Company the sum of £35,500 in cash as the consideration for such amalgamation or transfer and the receipt of the Bodmin Company under their common seal for the said sum of £35,500 shall operate as an absolute discharge to the South-western Company and an absolute release from all responsibility to see to its application.

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4. The North Cornwall Railway Company have in the North Cornwall Railway Act 1882 obtained powers to make deviations and alterations of the Bodmin Company's railways and that Act contains other provisions affecting the Bodmin Company's undertaking. The South-western Company has also powers conferred on them by the South-western Railway (Various Powers) Act 1883 to execute and maintain the Deviation Railways 1 to 7 both inclusive authorised by the North Cornwall Railway Act 1882 and in the event of their executing the same the Bodmin Company's railways shall in the deviated and altered condition on amalgamation as contemplated become and be part of the South-western Company's undertaking.

5. Immediately after the amalgamation or transfer the Bodmin Company shall proceed to wind up its affairs and existing in the meantime for no other purpose shall immediately on the completion of such winding up be dissolved.

6. Application to Parliament is to be made by and at the expense of the South-western Company in the next session of Parliament for powers to carry into effect the terms and conditions of these articles.



THE FOURTH SCHEDULE.

AGREEMENT made between THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY (herein-after called the South-western Company) of the one part and HENRY KIMBER Esquire M.P. of the other part.

WHEREAS the said Henry Kimber presented a petition to Parliament against the Wimbledon and West Metropolitan Junction Railway Bill 1882 and commenced an active opposition thereto but negotiations which took place between him and the promoters of that Bill (herein-after called the Wimbledon Company) resulted in an agreement dated the 25th day of July 1882 which agreement (herein-after called the agreement of 1882) was scheduled to and confirmed by the Wimbledon and West Metropolitan Junction Railway Act 1882 (herein-after referred to as the Wimbledon Act 1882):

And whereas the South-western Company are promoting a Bill (herein-after called the pending Bill) in the present session of Parliament for (among other

things) authorising the transfer to the South-western Company of the undertaking and powers of the Wimbledon Company and for extending the periods limited for the purchase of lands for and for the completion of the Wimbledon and West Metropolitan Junction Railway :

And whereas the said Henry Kimber has presented a petition against and commenced an active opposition to the pending Bill objecting among other things to the proposed transfer of undertaking and powers and to the extension of time sought by the South-western Company :

And whereas the Wimbledon Company served a notice to treat on the said Henry Kimber in respect of the lands coloured red and blue on the plan herein-after referred to and the South-western Company are willing to complete the purchase thereof on the terms and for the amounts herein-after mentioned and in consideration whereof the said Henry Kimber has agreed to withdraw his petition against and further opposition to the pending Bill :

NOW THEREFORE IT IS AGREED as follows (that is to say) :—

1. The South-western Company shall on a good title being made out as provided by the agreement of 1882 purchase and the said Henry Kimber shall sell all those pieces or parcels of land together with the house and buildings thereon and together with all timber and other trees hedges fences ways rights watercourses members and appurtenances thereto respectively belonging situate in the parish of Wandsworth in the county of Surrey and containing by admeasurement 3 roods and 37 perches or thereabouts and which are delineated on the plan signed in duplicate by Sam Bircham and Richard William Cooper and thereon coloured red and blue the portion coloured red being the property known as Cumberland Lodge and that coloured blue being a portion of the garden belonging to the property occupied by the said Henry Kimber and known as Lansdowne Lodge. The purchase money shall be paid and the purchase shall be completed within fourteen days after the pending Bill shall receive the Royal Assent.

2. The price to be paid by the South-western Company for the property coloured red and blue on the said plan shall be £10,250 which sum shall include—

- (A.) Compensation for all damage by severance or otherwise (except as in sub-section H. of article 1 of the agreement of 1882 mentioned) and to be for the fee simple in possession of the said property free from incumbrances ;
- (B.) All loss of rent in respect of Cumberland Lodge mentioned in sub-section A. of article 1 and article 3 of the agreement of 1882 or otherwise in respect thereof ;
- (C.) All expenses to which the said Henry Kimber may have been put by reason of the non-letting of the said Cumberland Lodge and otherwise in consequence of the Wimbledon Act 1882 ; and
- (D.) All moneys in respect of compulsory sale of the said property or any part thereof ; and
- (E.) All costs and expenses of the said Henry Kimber whether mentioned in the agreement of 1882 article 1 A. or otherwise and of opposing the pending Bill and whether against the Wimbledon Company or the South-western Company except the cost and expenses incident to the deduction

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and verification of title furnishing of abstracts &c. and conveyance as provided by the Lands Clauses Consolidation Act 1845:

Provided that in the event of the purchase being completed before the 24th day of June 1886 an abatement shall be made from the said sum of £10,250 calculated at the rate of £300 per annum for every day between the actual date of completion and the said 24th day of June 1886 and in the event of the purchase not being completed on or before the said 24th day of June 1886 the South-western Company shall pay to the said Henry Kimber interest at the rate of 5 per centum per annum on the sum of £9,500 (part of the said sum of £10,250) until completion of such purchase.

3. If the said Henry Kimber shall not make out a good title to the property forming the subject of the said purchase the South-western Company may nevertheless be at liberty to enter into possession of the said property and may pay the sum of £7,050 into court in accordance with the provisions of the Lands Clauses Consolidation Act 1845 and thereupon interest thereon shall cease but the sum of £2,450 balance after payment of the sum of £750 mentioned in article 5 of this agreement of the said sum of £10,250 shall within fourteen days after the pending Bill shall receive the Royal Assent nevertheless be paid to the said Henry Kimber.

4. The said Henry Kimber shall on the signing hereof withdraw his petition against the pending Bill and shall co-operate with (but at the expense of) the South-western Company in securing the passage thereof through Parliament and the South-western Company bind themselves to use every effort to secure the passing thereof so far as the powers relating to the Wimbledon Company and the Wimbledon Railway are concerned.

5. The South-western Company shall on or before the 2nd day of April next pay to the said Henry Kimber or as he may direct the sum of £750 such sum to be taken if the purchase is completed as part payment of the said sum of £10,250 mentioned in article 2 of this agreement.

6. In the event of the South-western Company failing from any cause to secure the Royal Assent to the pending Bill this agreement shall be void except as regards the payment of the said sum of £750 and except as mentioned in the next succeeding article and without prejudice to any claim of the said Henry Kimber against the Wimbledon Company.

7. In the event of the pending Bill failing to receive the Royal Assent and the South-western Company either alone or jointly with any other company or companies hereafter promoting a Bill either for transferring to them the undertaking and powers of the Wimbledon Company or for sanctioning any similar line in lieu thereof whether affecting the said Henry Kimber's property or not this agreement shall at the option of the said Henry Kimber be binding upon and performed by the said South-western Company and provisions to that effect shall be inserted in such Bill.

8. In the event of the said purchase being completed articles B C D E F G and H of the said agreement of 1882 shall remain in full force and shall be observed performed and fulfilled by the South-western Company but the said Henry Kimber shall not be at liberty to require the South-western Company

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to purchase any portion of Lansdowne Lodge beyond the portion coloured blue on the plan herein-before referred to. A.D. 1886.

In witness whereof the South-western Company have caused their common seal to be hereunto affixed and the said Henry Kimber hath hereunto set his hand and seal the twenty-second day of March 1886.



Witness—

R. W. COOPER

4 Westminster Chambers S.W.
Solicitor.

HENRY KIMBER.

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1886.

