



CHAPTER cl.

An Act to extend the time for the compulsory purchase of
Lands for and for the completion of the Latimer Road and
Acton Railway and for other purposes. [6th July 1895.]

A.D. 1895.

WHEREAS by the Latimer Road and Acton Railway Act
1882 (in this Act referred to as "the Act of 1882") the
Latimer Road and Acton Railway Company (in this Act called
"the Company") were incorporated with power to make the
railway and works therein described (in this Act referred to as
"the railway"):

And whereas the powers conferred by the Act of 1882 with
respect to the compulsory purchase of lands and the construction
of works were extended and enlarged by the Latimer Road and
Acton Railway Acts of 1885 1888 1891 and 1893 (in this Act
referred to as "the Acts of 1885 1888 1891 and 1893") and it is
expedient that those powers should be further extended as
provided by this Act:

And whereas it is expedient that the agreement between the
Company and the Great Western and Metropolitan Railway
Companies dated the twenty-fifth day of July one thousand eight
hundred and eighty-four should be confirmed and made binding
on the parties thereto:

And whereas the objects of this Act cannot be attained
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):—

1. This Act may be cited for all purposes as the Latimer Road and Acton Railway Act 1895. Short title.

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Incorporation of
Part II. of
Railways Clauses
Act 1863.

Extension of
time for
purchase of
certain lands.

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

3. The powers conferred upon the Company by the Act of 1882 as those powers were extended by the Act of 1885 and revived and further extended by the Acts of 1888 1891 and 1893 for the compulsory purchase of such of the lands required for the construction of the railway or otherwise relating thereto as are situated within the parish of Saint Peter and Saint Paul Hammersmith in the County of London are hereby further extended and may be exercised by the Company for a period of two years from the eighteenth day of August one thousand eight hundred and ninety-five.

Extension
of time for
construction
of autho-
rised rail-
way.

4. The time limited by the Act of 1882 as extended by the Acts of 1885 1888 1891 and 1893 for the completion of and otherwise relating to the railway is hereby further extended for the period of two years from the eighteenth day of August one thousand eight hundred and ninety-six and section 49 of the Act of 1882 and section 5 of the Act of 1891 shall be read and construed as if the period by this Act limited for the completion of and otherwise relating to the railway had been the period limited by the Act of 1882 as extended by the Acts of 1885 1888 1891 and 1893.

If the railway be not completed within the extended period limited by this Act for its completion then on the expiration of that period the powers for making and completing the same and otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Extending
section 5 of
Act of 1893.

5. The provisions contained in section 5 of the Act of 1893 with reference to restriction on displacing persons of the labouring class shall extend and apply as if the same had been re-enacted by and formed part of this Act.

Confirma-
tion of
agreement.

6. The agreement dated the twenty-fifth day of July one thousand eight hundred and eighty-four and made between the Company and the Great Western Railway Company and the Metropolitan Railway Company as set out in the Schedule to this Act is hereby confirmed and made binding and obligatory on the Companies parties thereto and the same shall be taken to be part of this Act and shall be read and construed accordingly Provided that the time mentioned in Article 3 of the said agreement within which the railway shall be completed shall be

the time limited by the Act of 1882 as extended by the Acts of 1885 1888 1891 1893 and this Act for the completion of the railway. A.D. 1895.
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7. The provisions contained in sections 7 and 8 of the Act of 1893 for the protection of the Postmaster General shall apply and have effect with reference to this Act and the agreement set out in the Schedule to this Act as if those provisions had been re-enacted by and formed part of this Act. For protec-
tion of the
Postmaster
General.

8. Nothing in this Act contained shall exempt any Company named in this Act or the railway of any such 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 in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels. Provision as
to general
Railway
Acts.

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

A.D. 1895.

The SCHEDULE hereinbefore referred to.

ARTICLES OF AGREEMENT made this 25th day of July 1884 between THE LATIMER ROAD and ACTON RAILWAY COMPANY (herein-after called "the Acton Company") of the one part and THE GREAT WESTERN RAILWAY COMPANY and THE METROPOLITAN RAILWAY COMPANY (herein-after called "the Companies") of the other part.

WHEREAS the Acton Company were incorporated by the Latimer Road and Acton Railway Act 1882 and were thereby authorised to make and maintain with all proper stations sidings approaches yards buildings works and conveniences connected therewith a railway 2 miles 1 furlong 5·20 chains in length commencing in the parish of Hammersmith and county of Middlesex by a junction with the Hammersmith and City Railway belonging to the Companies and terminating in the parish of Acton in the property numbered on the deposited Plans 3 in that parish and by the same Act the Acton Company and the Companies were empowered from time to time to enter into and carry into effect agreements for (amongst other purposes) the working use management and maintenance of the Latimer Road and Acton Railway And whereas the Companies are the owners of the Hammersmith and City Railway with which railway the railway of the Acton Company when constructed will communicate and the Acton Company have requested the Companies to work the same and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing Now therefore these presents witness and it is hereby mutually agreed and declared by and between the Acton Company for themselves their successors and assigns and the Companies for themselves their successors and assigns as follows (that is to say) :—

Art. 1. The expression "the railway" whenever herein-after employed means and includes the railway of the Acton Company as authorised and the stations sidings approaches yards buildings works and conveniences connected therewith.

Art. 2. The word "traffic" whenever herein-after employed means and includes all passenger parcel mails mineral animal and all other traffic whatsoever whether local or through to be conveyed by the Companies on the railway or any part thereof and the words "local traffic" whenever herein-after used mean traffic originating and terminating on the railway and the words "through traffic" whenever herein-after used mean traffic passing over the railway or some part thereof and also over any railways or some part of a railway from time to time owned or jointly owned leased or worked by the Companies or either of them.

Art. 3. The Acton Company will unless otherwise agreed with the Companies make and complete the railway with a double line of rails on the narrow gauge with efficient permanent way consisting of steel rails of

approved section not less than 75 lbs. to the yard and with all proper and sufficient junctions sidings terminal and other stations station houses station fittings ticket cases furniture weighing machines engine and other sheds water tanks water cranes turntables signals electric telegraphs telegraph instruments and all other works appliances and conveniences including also proper and sufficient independent terminal passenger stations at a point where the Hammersmith and City Railway crosses Wood Lane and at Acton respectively so that the railway shall at the latest by the time limited by the said recited Act for the completion thereof or such other time as may be agreed between the Acton Company and the Companies be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and also to the reasonable satisfaction of the engineers for the time being of the Companies (herein-after called "the engineers") Provided always that in the event of any difference arising between the Companies and the Acton Company as to the reasonableness of or necessity for any requirement by the engineers or either of them under this article such difference shall be referred to the determination of some civil engineer to be agreed upon between the Companies and the Acton Company and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either of the Companies or of the Acton Company and the award of such last-mentioned engineer shall be binding and conclusive on the Companies and the Acton Company Provided always that the Acton Company shall out of their capital funds for the first 12 months after the opening of the railway for public traffic maintain the same and all the various works matters and things mentioned in this article in substantial repair and good working order and condition.

Art. 4. Before the opening of the railway for public traffic the Acton Company will to the reasonable satisfaction of the engineers subject to the proviso in Article 3 in case of difference make all such arrangements as shall be proper and sufficient for enabling the Companies on and after the opening of the railway for public traffic to work and use the same in accordance with this agreement.

Art. 5. If and whenever after the opening of the railway for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or of the Board of Trade or with the reasonable requirements of road surveyors in reference to deviations or alterations and maintenance of roads or for the performance of any obligation binding on the Acton Company the same shall at the request of the Companies and to their reasonable satisfaction be provided and completed by and at the expense of the Acton Company and when completed shall for the purpose of this agreement be deemed to be part of the railway In the event of difference between the Acton Company and the Companies as to any of the provisions of this article the same shall be referred to arbitration as herein-after provided If and whenever it is found necessary for the fulfilment by the Acton Company of any of the articles of this agreement to be fulfilled

A.D. 1895. by them at the request or with the sanction of the Companies that they shall make or incur any expenditure or liability beyond the amount which they are for the time being authorised to raise by shares and by borrowing respectively they will apply to Parliament or to the Board of Trade under the provisions of the Railway Companies Powers Act 1864. for and use their utmost endeavours to obtain an Act or certificate authorising them to raise the requisite amount by shares and borrowing respectively.

Art. 6. The Acton Company will not at any time act as carriers on the railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede or interfere with or in any way disturb the exercise or quiet enjoyment by the Companies of any of the rights powers and privileges intended to be secured to them by this agreement.

Art. 7. On and after the opening of the railway for public traffic the Companies may and shall manage work and use the same and the traffic thereon in accordance with this agreement.

Art. 8. On and after the expiration of 12 months after the opening of the railway for public traffic the Companies will maintain and keep the same in substantial repair and in good working order and condition.

Art. 9. On and after the opening of the railway for public traffic the Companies may and shall use and cause the same to be used for all traffic to be from time to time conveyed thereon and the Acton Company will from time to time to the reasonable satisfaction of the engineers (subject to the provision in Art. 3 in case of difference) afford to the Companies all such accommodation and facilities as shall be proper and sufficient for the safe and convenient use by them of the railway and of every part thereof and the reception accommodation conveyance and delivery of traffic.

Art. 10. On and after the opening of the railway for public traffic the Companies will work the same in connection with the Hammersmith and City Railway and convey traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the district to be served by the railway and from time to time will run proper and reasonably sufficient trains thereon and thereover.

Art. 11. With respect to the conveyance of troops police or mails or other traffic if any which the Acton Company are from time to time specially called on to convey on the railway or any part thereof the Companies will from time to time act as the agents for the Acton Company in conveying the same and duly perform their duties in that behalf.

Art. 12. On and after the opening of the railway for public traffic the Companies will provide and employ all station masters booking clerks porters engine drivers guards watchmen workmen and servants and all other officers for the Acton Company (except their secretary and his staff) and will provide all such locomotive power engines carriages trucks rolling stock (other than waggons for mineral traffic) plant stores material and labour as shall be proper and sufficient for the working and user of the railway by the Companies and the reception accommodation conveyance and delivery by them of the traffic thereon and the Acton Company shall not be bound to employ or provide any such person or thing.

Art. 13. On and after the opening of the railway for public traffic the Companies shall (subject to the stipulations contained in Art. 3) have exercise and enjoy at their own expense and risk and subject as herein-after mentioned for their own benefit for the purpose of the management maintenance repair working and user by them of the railway all the rights powers and privileges whatsoever in that behalf of the Acton Company and as fully and effectually as if the railway were part of the Hammersmith and City Railway.

Art. 14. The Companies will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and save harmless the Acton Company from and against all obligations and liabilities in that behalf and all penalties for failure and subject as herein-after mentioned all losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Companies or their directors agents officers or servants in relation thereto.

Art. 15. On and after the opening of the railway for public traffic the Acton Company will bear and pay all tithes rent-charges rents rates taxes assessments and other outgoings usually paid by landowners or properly chargeable against capital and the Companies will bear and pay all salaries and wages and all rates taxes assessments and other outgoings usually paid by tenants or properly chargeable against revenue except Property or Income Tax Government Duty the remuneration of the directors and auditors of the Acton Company and the salaries of their secretary and officers and their office expenses.

Art. 16. From time to time after the opening of the railway for public traffic the Acton Company shall make and satisfy all expenditure and liability properly chargeable against capital.

Art. 17. If and whenever after the opening of the railway for public traffic the Companies with the consent of the Acton Company (or on failure by the Acton Company to make or satisfy the same) make or satisfy any expenditure or liability of the Acton Company properly chargeable against capital the amount so paid or applied by the Companies in that behalf shall be a debt due to them from the Acton Company and shall bear interest at the rate of £5 per cent. per annum from the time of the payment application or advance of the same by the Companies to the time of the repayment thereof by the Acton Company and the Companies may retain such capital outlay and the interest thereon out of any moneys in their hands coming to the Acton Company under this agreement or otherwise And in case the Companies shall not have sufficient of such moneys in their hands to repay such capital outlay the same or the balance thereof after such retainer as aforesaid shall bear interest at 5 per cent. per annum from the time of such payment or satisfaction until the time of the repayment or retainer thereof.

Art. 18. On and after the opening of the railway for public traffic the tolls fares rates and charges in respect of the same and the traffic thereon

A.D. 1895. shall from time to time be fixed jointly by the general manager for the time being of the Great Western Railway Company and the general manager for the time being of the Metropolitan Railway Company and they shall have power to fix and quote such rates and fares as they may think proper and necessary and shall in other respects have and may exercise the same powers and authorities in and over the railway and the traffic thereon as they shall for the time being have power to exercise in and over the Hammersmith and City Railway and in the event of the Acton Company objecting to any of the tolls fares rates and charges so fixed the same shall be settled by arbitration in the manner herein-after provided.

Art. 19. The gross amount of all tolls fares rates rent and charges from time to time payable to the Acton Company and the Companies in respect of the railway and the traffic thereon and receivable by the Companies shall be divided between and belong to the Acton Company and the Companies in the following proportions. The Companies shall retain out of such gross amount such sum or sums as shall be equal to the actual cost in respect of the management maintenance repair working and user by them of the railway including all costs damages and expenses incurred or to be incurred by reason of any accident arising upon the railway in the course of such working or in any way incident thereto or consequent thereon and of the Government Duty from time to time payable and the balance shall belong and be paid to the Acton Company half-yearly. Any question arising as to the amount which the Companies are from time to time entitled to retain shall be determined by arbitration in the manner herein-after provided.

Art. 20. The gross amount referred to in the preceding article shall comprise all the gross tolls fares rates and charges (including the usual Clearing House station to station terminals or in the case of coal and coke traffic such terminals as may be arranged by the Companies not being less than those on the Companies' systems and treating all stations on the railway and the station at Wood Lane as terminal stations of the Acton Company) receivable by the Companies in respect of all local traffic inclusive of local receipts at cloak rooms and for advertisements and rents of bookstalls or refreshment rooms and other sources of revenue arising on the railway and the full rateable mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual Clearing House station to station terminals including all terminals on through traffic arising or terminating at stations upon the railway but not including in any case paid ons or moneys received or receivable and actually paid or expended for the collection cartage or delivery of goods and traffic of every description to or from any terminus or station on the Hammersmith and City Railway or beyond the whole of which the Companies shall be entitled to deduct and retain prior to any division. Provided always that if and whenever the net receipts accruing and payable to the Acton Company in any one year exceed the amount necessary to meet the payment of the interest at a rate not exceeding 5 per cent. per annum for the time being due in respect of the Acton Company's debentures or debenture stock (not exceeding in amount £60,000) and 4½ per cent. per annum in respect of their share capital (not exceeding in amount £180,000) and after providing for any deficiency

in respect of such payments respectively in any previous year or years the balance shall be divided in moieties between the Companies and the Acton Company and as between the Companies in moieties. Provided always that the respective amounts of the debentures or debenture stock and share capital before mentioned may be increased by such amounts as may from time to time be raised under Article 5 hereof. And that all debentures and debenture stock which may be issued by the Acton Company shall be made redeemable at the option of the Acton Company at the expiration of the first five years from the date of issue or at the expiration of any subsequent period of five years from such date. A.D. 1895.

Art. 21. The payments to be made by the Companies to the Acton Company to carry out the provisions of this agreement shall be made half-yearly within 14 days after the 1st day of February and the 1st day of August in each year in respect of the period ending on the previous 31st day of December or 30th day of June (as the case may be) Provided that in case any interval of less than half a year shall elapse between the first opening of the railway for traffic and the 30th day of June or the 31st day of December (as the case may be) next following the sums payable under this agreement shall be apportioned accordingly.

Art. 22. The Companies and the Acton Company respectively will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at all reasonable times for the inspection of and transcription by the directors and agents of the Companies and the Acton Company respectively and the Companies and the Acton Company respectively will afford to each other all proper and sufficient facilities for such inspection and transcription accordingly.

Art. 23. The Companies and the Acton Company respectively will within 28 days after the 30th day of June and the 31st day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Art. 24. If and whenever either the Companies or the Acton Company shall within 30 days after the transmission to them of any abstract of accounts require the other to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the 30 days to pass without requiring a verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Art. 25. Every notice account request or other writing to be given by the Companies or the Acton Company to the other for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the Company or Companies giving the notice and be left for them at as regards the Acton Company their principal office or at such other place of which they shall from time to time give notice in writing to the Companies and at as regards the Companies their principal office at Paddington or Westbourne Terrace or such other place of which they shall from time to time give notice in writing to the Acton Company.

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Art. 26. The Acton Company shall before the opening for public traffic of the railway deliver or cause to be delivered to the Companies free of charge the following :—

1. Copy of the Parliamentary plans and sections of the railway ;
2. Copy of book of reference to the plans ;
3. Copy of the working plans and sections ;
4. Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers or others as to accommodation or other works sidings and level crossings :

And in the event of the Acton Company failing to do so the Companies in addition to such remedies as they may have against the Acton Company for not doing so or to compel them to do so may obtain at the expense of the Acton Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Acton Company or may recover the same against the Acton Company in any court of competent jurisdiction.

Art. 27. No land belonging to the Acton Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the general managers and the engineers for the time being of the Great Western Railway Company and of the Metropolitan Railway Company respectively that such land is not required for the then present or proximate traffic of the railway or for the maintenance or purposes of the railway and the Companies if they think fit may enter in and upon the lands of the Acton Company and may excavate remove and use any materials or material which may be required for ballasting maintaining and repairing or otherwise in connection with the railway or any part thereof or for the purposes of the railway without payment therefor Any difference between the Acton Company and the Companies on the matters mentioned in this clause shall be referred to arbitration as herein-after mentioned.

Art. 28. The Companies may at any time after the opening of the railway for public traffic if they obtain from Parliament the power so to do purchase lease acquire or accept a transfer of the railway and all the works property powers and privileges of the Acton Company at such sum or sums or at such rent or rents as will yield to the shareholders in the Acton Company interest at the rate of £5 per centum per annum and the Acton Company shall if they have the power and are required so to do by the Companies sell lease or transfer to the Companies or amalgamate their said undertaking with the Hammersmith and City Railway on the terms aforesaid and the Acton Company will bonâ fide support any application to Parliament for such powers as may be necessary for any of the above purposes.

Art. 29. This agreement shall be subject to the approval of the proprietors of the Acton Company and of the Companies respectively at a general meeting of each of the Companies parties hereto specially convened for the purpose and the majority at each of such meetings to approve of the agreement shall be three-fourths of the votes of the proprietors present in person or by proxy at each of such meetings and subject to such approval this agreement shall be in perpetuity But the Acton Company shall be entitled at or after the expiration of three years from the opening of the railway for public traffic to call upon the Companies for the future to work

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the railway at a percentage of the receipts based upon and so as to secure to the Companies the actual cost of working the railway as herein provided the amount of such percentage to be determined by agreement or in default by arbitration in the manner herein-after provided.

Art. 30. All matters herein-before referred to arbitration and all differences which may arise between the Acton Company or their assigns and the Companies or their assigns touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or touching any breach or non-fulfilment or alleged breach or alleged non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall be referred to and determined by a single individual as arbitrator to be appointed in the event of difference by the Board of Trade but save as expressly varied by this article such arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this article shall accordingly be and have effect as an agreement between the Companies parties hereto for arbitration under that Act.

Art. 31. Either the Acton Company or the Companies shall be at liberty to apply in the next or any subsequent session of Parliament for a confirmation of this agreement subject to such alterations as Parliament may think fit to make therein and the Acton Company and the Companies respectively shall bonâ fide use their best endeavours to obtain such confirmation.

In witness whereof the Acton Company and the Companies have caused their respective common seals to be hereunto affixed the day and year first before written.

The Common Seal of the Latimer Road and
Acton Railway Company was hereunto
affixed in the presence of

M. KENNEDY
Director.

RICH^D. B. LOOKER
Secretary.



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