

THE THIRD SCHEDULE.

AGREEMENT dated the 24th day of June 1891 between HIS GRACE THE DUKE OF DEVONSHIRE (who and his heirs and assigns are herein-after referred to as "the Duke") of the first part the CHISWICK LOCAL BOARD (herein-after referred to as "the Board") of the second part and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after referred to as "the Company") of the third part.

WHEREAS the Company have introduced a Bill (herein-after referred to as "the Bill") into Parliament and which Bill is now pending by which the Company among other things seek to improve the bridge over the River Thames between Barnes and Chiswick and to widen their line of railway between that bridge and a point a little south-east of Chiswick Station :

And whereas the Duke and the Board presented petitions against the Bill seeking among other things to provide for a footway over the said bridge and

for the construction of a carriage-road bridge in substitution for the level crossing over the railway of the Company immediately north-west of Chiswick Station :

And whereas the Company entered into negotiations with the Duke and the Board with a view of meeting the requirements of the Duke and the Board and which negotiations resulted in the arrangements herein-after mentioned and the Duke and the Board thereupon consented to withdraw their respective petitions and agreed that they would not further oppose the progress of the Bill :

Now therefore it is for the considerations above referred to and herein-after appearing agreed between the Duke the Board and the Company as follows (that is to say :—

1. The Duke will (A) over the railway at or near the point marked A on the plan hereto annexed build a carriage-road bridge with all necessary approaches thereto (B) widen the road leading from the Spencer Road to the Chiswick Station between the points marked B and C on the said plan so as to make the said road between the said points of an uniform width of 20 feet or in lieu of such widening construct a new road not less than 20 feet wide from the road to the Chiswick Station to the Spencer Road over the land coloured green on the said plan between the points marked C and D thereon (C) metal or make good the existing road on the south-western side of Chiswick Station between the fences from the said point C to the point marked C¹ on the said plan (which said carriage-road bridge and approaches widening and new road are herein-after referred to as the accommodation works) to the satisfaction of the Board and of the Company and will acquire or provide all lands necessary for the purpose such bridge to be in substitution for the level crossing at or immediately north-west of the Chiswick Station.

2. The carriage-road bridge referred to in the foregoing paragraph to be constructed according to a design to be approved by the engineer of the Company and so as not in any way to endanger or interfere with the passage of trains and so as to prevent as far as reasonably practicable any obstruction to the traffic of the Company during its erection and to afford a clear span over the railway of not less than 37 feet on the square so as to allow for the construction of three lines of railway thereunder of which the existing lines are to form two in their present position and the space for the additional line to be on the east side of the existing lines The bridge to have a clear headway throughout of not less than 14 feet above the existing level of rails.

3. The Duke shall maintain the accommodation works when completed for the period of twelve months after completion and at the expiration of such period provided the same be completed and left in a condition reasonably satisfactory to the Company's engineer and the closing of the said level crossing shall have received the sanction of Parliament the Company shall take over and for ever thereafter continue the maintenance.

4. The Company shall in their next application to Parliament apply for power to close the said level crossing so soon as the accommodation works shall have been completed and the Duke and the Board shall support such application.

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5. So soon as the closing of the said level crossing shall have received the sanction of Parliament the Company shall pay to the Duke the sum of £3,500.

6. The Company in reconstructing the railway bridge over the River Thames shall provide and for ever after maintain a footway with proper access thereto from the level of the ground immediately adjacent thereto on the south and north sides of the River Thames (by means of steps or otherwise for the use of pedestrians only at all times of the day or night without toll or restrictions but subject as herein-after mentioned) such footway to be constructed in manner and position on the railway bridge as may be determined by the Company but the Duke or the Board shall previous to the commencement of the works in respect of such footway procure all necessary consents to the construction of the approaches thereto at the north-western end.

7. The Company shall before the said footway on the railway bridge or the approaches thereto be commenced submit to the Duke plans of and an estimate of the cost of such footway and approaches and lighting and the Duke shall within one month after such estimate shall have been submitted to him signify his assent thereto and failing such assent or any agreement in respect thereof it shall be assumed that the Duke waives his requirement as to such footway and the Company shall be relieved from any obligation in respect thereof.

8. On completion of the footway on the said bridge over the River Thames and on production by the Company to the Duke of all proper vouchers showing the actual cost thereof the Duke shall pay to the Company one half of the actual cost thereof and of the approaches thereto and lighting the same such half not to exceed one half of the estimated amount and if owing to the non-completion of the accommodation works the Company shall not have paid to the Duke the said sum of £3,500 and if the Duke shall not have then paid one half of the actual cost of the footway and of the approaches thereto and lighting the same the Company shall be at liberty to deduct the same from the said sum of £3,500 agreed herein to be paid to the Duke under Article 5 hereof but the footway shall remain the private property of the Company and shall be under their exclusive control.

9. The Duke shall provide and make and maintain on the Middlesex side all necessary paths or ways leading to and from the steps or other approaches to the said footway and shall permit the public to have full and free access thereover but the Company shall be at liberty to close the said footway for all or any portion of any such twelve days in the year as may seem to them proper without being liable in respect of any inconvenience caused thereby but the Company shall seven days before such closing put up on the paths or ways leading thereto a notice or notices warning the public and others that the said footway will be temporarily closed.

10. The Duke shall indemnify the Company against claim in respect of ferry rights which may be instituted against them by reason of the construction and user of the said footway.

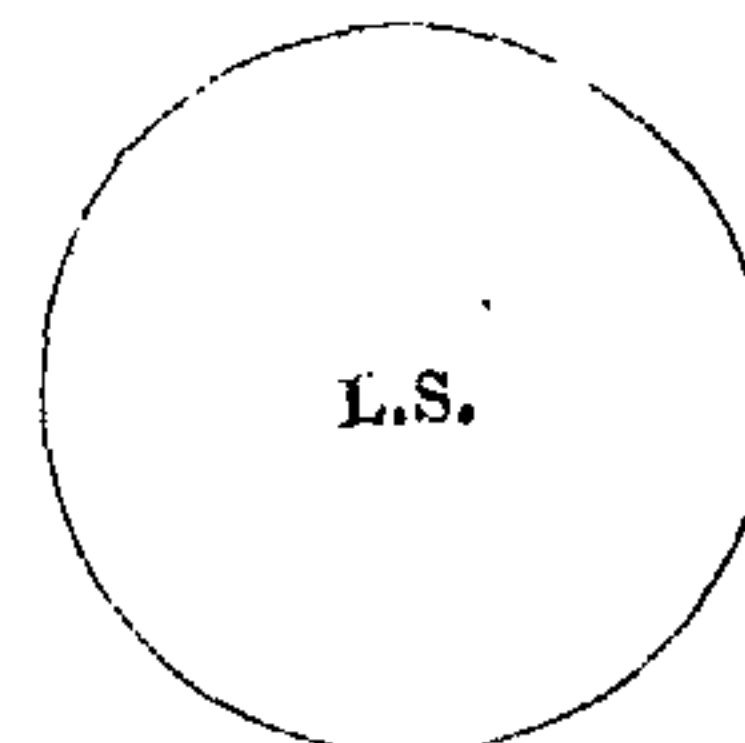
11. This agreement shall be scheduled to the first Bill which the Company may introduce into Parliament after the pending session with a view to its being confirmed and sanctioned by Parliament subject to such alterations as Parliament

may think fit to make therein and all necessary provisions shall be inserted in such Bill for giving effect to the terms of this agreement. A.D. 1893.

In witness whereof the Duke has hereunto set his hand and seal and the Board and the Company have caused their respective common seals to be hereunto affixed the day and year first above written.

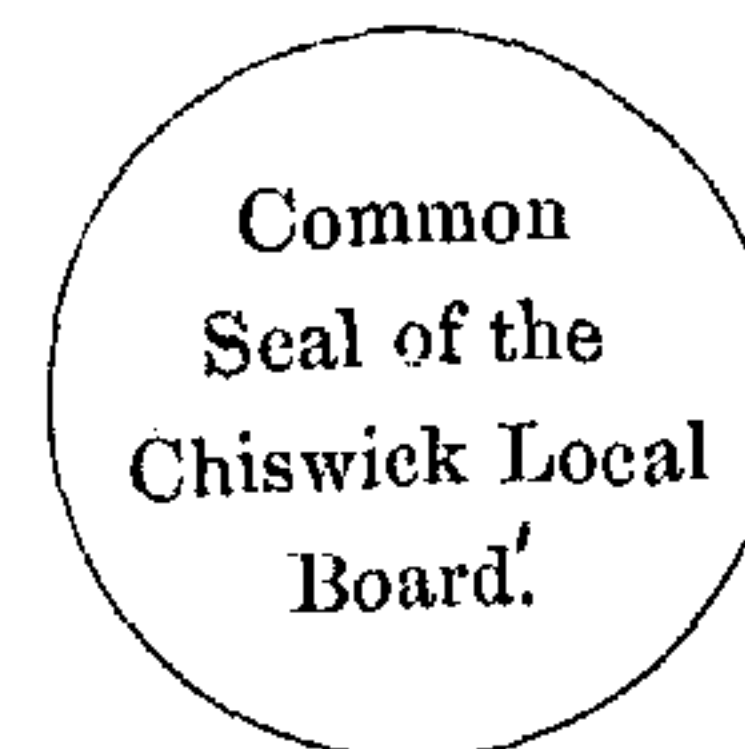
Signed sealed and delivered by the above-named William Duke of Devonshire } DEVONSHIRE
in the presence of

FRANCIS EGERTON Adml.
28 Piccadilly London.



The common seal of the Chiswick Local Board was hereto affixed in the presence of } W. J. COMPTON
Chairman.

R. F. FINNIS
Solicitor and Clerk to the Chiswick Local Board
Vestry Hall Chiswick.



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

FRED. J. MACAULAY
Secretary.



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T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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