CHAPTER lxxxix.

An Act to empower the London Electric and Metropolitan District Railway Companies to execute works and the London Electric Railway Company to raise additional capital to confer further powers on the said and other companies and for other purposes. A.D. 1926.

[4th August 1926.]

WHEREAS the London Electric Railway Company (hereinafter referred to as "the London Company") and the Metropolitan District Railway Company (hereinafter referred to as "the District Company") have constructed and are working underground and other railways for carrying and dealing with the traffic of the metropolis and such railways are together with the railways of the Central London and the City and South London Railway Companies worked and managed as one general system with facilities for through and interchange traffic:

And whereas the works and powers hereinafter mentioned will benefit the said general system of railways and the traffic thereon and be for the convenience of the public:

And whereas it is expedient that the London Company should be authorised to make and maintain the subway and works as in this Act provided and to acquire the lands and easements and construct the other works in this Act described:

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And whereas it is expedient that the time limited by the London Electric Railway Act 1913 for the construction by the London Company of Railways Nos. 6 and 7 authorised by such Act and by the London Electric Railway Act 1914 for the construction by the London Company of the subways and works authorised by that Act should be extended as in this Act provided:

And whereas it is expedient that the powers conferred upon the London Company by the said Act of 1913 for the compulsory purchase of lands and easements required for and in connection with the construction of the said railways authorised by that Act should be revived and extended and that the powers conferred on the London Company by the London Act of 1923 for the compulsory purchase of lands and easements required for and in connection with the construction of the railways and works authorised by that Act should be extended as in this Act provided:

And whereas it is expedient that the District Company should be authorised to make and maintain the widenings of its Ealing and Hounslow Extension Railways and to acquire the lands and easements and make and maintain the other works in this Act described:

And whereas it is expedient that the powers in this Act contained in reference to the enlargement extension and improvement of the Stamford Brook Station on the Kensington and Richmond Branch Railway of the Southern Railway Company should be conferred on that company and the London Company and the District Company:

And whereas it is expedient that further powers in relation to the raising of capital should be conferred on the London Company and the District Company respectively as in this Act provided:

And whereas it is expedient that the other powers in this Act mentioned should be conferred on the London Company and the District Company respectively:

And whereas it is expedient that powers should be conferred on the Central London Railway Company and the City and South London Railway Company as in this Act contained:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans

of the lands authorised to be acquired and in under or over which easements are authorised to be acquired and also a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of London and Middlesex and are hereinafter respectively referred to as the deposited plans sections and book of reference :

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 King'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 :—

Part I.

Preliminary.

Short title.

1. This Act may be cited as the London Electric and Metropolitan District Railway Companies Act 1926.

Division of Act into Parts.

2. This Act is divided into Parts as follows :—

Part I.—Preliminary.

Part II.—Construction of works by and powers to the London Electric Railway Company.

Part III.—Power to the London Electric Railway Company to raise additional capital.

Part IV.—Construction of works by and powers to the Metropolitan District Railway Company and other Companies.

Part V.—Power to the Metropolitan District Railway Company in relation to capital.

Part VI.—General provisions applicable to taking of lands and construction of works.

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Part VII.—General provisions relating to the London Electric Metropolitan District Central London and City and South London Railway Companies.

Part VIII.—Miscellaneous:

Provided always that the division of this Act into Parts shall not nor shall anything in the titles to such Parts affect the construction of this Act.

Incorporation of general Acts.

3. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (this is to say):—

The Lands Clauses Acts:

Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon by the London Company the District Company or the Southern Company as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party.

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters or contained in the following sections thereof (that is to say):—

The construction of the railway and the works connected therewith;

The temporary use of lands;

The carrying of passengers and goods upon the railway and the tolls to be taken thereon;

The regulation and use of the railway;

The settlement of disputes by arbitration;

Sections 138 and 139 (as to service of notices and tender of amends); and

The recovery of damages not specially provided for and of penalties and the determination of any other matter referred to justices;

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the shares into stock;

The making of dividends;

The borrowing of money on mortgage or bond;

The conversion of the borrowed money into capital;

The application of capital;

The giving of notices;

The recovery of damages and penalties; and

The provision to be made for affording access to the special Act by all parties interested; and

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

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Interpretation.

4. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings And—

The expression "the London Company" means the London Electric Railway Company;

The expression "the District Company" means the Metropolitan District Railway Company;

The expression "the Central Company" means the Central London Railway Company;

The expression "the City Company" means the City and South London Railway Company;

The expression "the four Companies" means the London Company the District Company the Central Company and the City Company;

The expression "the three Companies" means the London Company the Central Company and the City Company;

The expression "the two Companies" means the London Company and the District Company;

The expression "the Southern Company" means the Southern Railway Company;

The expression "the Midland Company" means the London Midland and Scottish Railway Company;

The expression "the London Council" means the London County Council;

The expression "the city council" means the mayor aldermen and councillors of the city of Westminster;

The expression "the subway" means the subway and the works and conveniences connected therewith by this Act authorised to be made and maintained by the London Company;

The expression "the widenings" means the widenings or either of them by this Act authorised to be made and maintained by the District Company of the Ealing and Hounslow Extension Railways of the District Company;

The expression "the Hammersmith Railway" means Railways Nos. 6 and 7 authorised by the London Act of 1913;

The expression "Kensington and Richmond Branch" means the Kensington and Richmond Branch Railway of the Southern Company;

The expressions "the London Act of 1893" "the London Act of 1902" and "the London Act of 1903" respectively mean the Charing Cross Euston and Hampstead Railway Acts of 1893 1902 and 1903;

The expression "the London Act of 1910" means the London Electric Railway (Amalgamation) Act 1910;

The expression "the London Act of 1913" means the London Electric Railway Act 1913;

The expression "the London Act of 1914" means the London Electric Railway Act 1914;

The expression "the London Act of 1922" means the London Electric and City and South London Railway Companies Act 1922;

The expression "the London Act of 1923" means the London Electric Railway Act 1923;

The expression "the London Acts of 1910 to 1923" means the London Electric Railway Acts 1910 to 1923;

The expression "the District Act of 1897" means the Metropolitan District Railway Act 1897;

The expression "the District Act of 1901" means the Metropolitan District Railway Act 1901;

The expression "the District Act of 1903" means the Metropolitan District Railway Act 1903;

The expression "the District Act of 1908" means the Metropolitan District Railway Act 1908;

The expression "the District Act of 1910" means the Metropolitan District Railway Act 1910;

The expression "the District Act of 1915" means the Metropolitan District Railway Act 1915;

The expression "the District Act of 1920" means the Central London and Metropolitan District Railway Companies (Works) Act 1920;

The expression "the District Act of 1924" means the Central London and Metropolitan District Railway Companies Act 1924;

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The expression "the scheduled agreement" means the agreement dated the tenth day of June one thousand nine hundred and twenty-six made between the Southern Company of the first part the District Company of the second part and the London Company of the third part set out in the Seventh Schedule to this Act;

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London.

PART II.

CONSTRUCTION OF WORKS BY AND POWERS TO THE LONDON ELECTRIC RAILWAY COMPANY.

Power to London Company to make subway and works.

5. Subject to the provisions of this Act the London Company may make and maintain within the limits of deviation shown on the deposited plans the subway and works in this Part of this Act described with all necessary and convenient escalators inclines stairs approaches passages tunnels stagings buildings sewers drains pipes wires apparatus plant machinery appliances works and conveniences connected therewith and may subject as aforesaid enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for those purposes and for any other purposes connected with its undertaking and in connection with the said subway may construct and maintain entrances steps lifts shafts passages inclines and other approaches and conveniences connecting the said subway with the surface of the pavements and carriageway adjoining the same or with the platforms of stations:

Provided always that (except as expressly provided by this Act) nothing in this Act shall authorise the London Company to enter upon take or use the surface of any public street or road but (subject as aforesaid) the London Company may enter upon take and use the subsoil and under-surface of any public street road footway or place shown on the deposited plans and

described in the deposited book of reference or so much thereof as shall be necessary for the purpose of the subway by this Part of this Act authorised without being required to purchase the same or any easement therein or thereunder or to make any payment therefor. A.D. 1926.

Description of subway and works.

6. The subway and works hereinbefore referred to and authorised by this Part of this Act will be situate in the county of London and are :—

A subway situate partly in the parish of Saint George the Martyr and partly in the parish of Saint Mary Newington both in the metropolitan borough of Southwark in the county of London commencing under the roadway of London Road at a point twenty-three yards or thereabouts measured in a southerly direction from the western corner of the London Company's Elephant and Castle Station building and fifteen yards or thereabouts measured in a westerly direction from the western corner of the Alfred's Head public house and terminating under the premises known as Numbers 2 4 6 8 10 12 and 14 Newington Butts situate on the southern side of Saint George's Road at the junction of Saint George's Road with Newington Butts at a point forty-seven yards or thereabouts measured in a westerly direction from the south-western corner of the Elephant and Castle public house and eighty-eight yards or thereabouts measured in a southerly direction from the western corner of the Alfred's Head public house.

Easements for Piccadilly Circus booking hall &c.

7.—(1) Subject to the provisions of this Act and in addition to the other lands or easements which the London Company is authorised to acquire the London Company may for the purposes of constructing and maintaining Work No. 1 and the subways Nos. 1 and 2 authorised by the London Act of 1923 :—

Acquire any easements or rights (which for the purposes of this section shall be deemed to be interests in lands) to use the subsoil and under-surface of all or any of the lands houses buildings and other property in this section described and delineated on that portion of the deposited

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plans and described in that part of the deposited book of reference respectively relating to lands in the city and metropolitan borough of Westminster and numbered 1 2 3 4 5 6 and 7 respectively thereon and therein (that is to say) All those lands houses buildings and premises in the city and metropolitan borough of Westminster in the county of London bounded by Glasshouse Street and Piccadilly Circus on the south-west and Shaftesbury Avenue on the south-east and known as numbers 44 46 and 48 Regent Street and numbers 1 3 5 and 7 Shaftesbury Avenue and certain lands and premises in the said city and metropolitan borough of Westminster situate at the south-eastern corner of Shaftesbury Avenue at its junction with Piccadilly Circus and known as No. 7 Piccadilly:

Provided that the London Company shall not acquire any easements or rights to use the subsoil and under-surface of the properties numbered 1 and 2 on the said deposited plans without the consent in writing of Adolph Monico and Emile Monico or other the owners for the time being of such properties.

(2) The owners of and other persons interested in such lands houses buildings and other property shall sell such easements or rights and the provisions of the Lands Clauses Acts with respect to lands shall subject to the provisions of this Act extend and apply to such easements or rights and any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act Such owners and other persons shall have power to grant to the London Company the said easements or rights or any of them and may receive the purchase money and compensation and give to the London Company a valid discharge therefor.

(3) Notwithstanding anything contained in this Act or shown on the deposited plans the construction and maintenance of Work No. 1 and subways Nos. 1 and 2 authorised by the London Act of 1923 shall (unless otherwise agreed with the London Council and the city council) be carried out in all respects as provided by the

London Act of 1923 and subject to the terms conditions and limitations therein contained. A.D. 1926.

Lands and easements for extension &c. of Camden Town station.

8. Subject to the provisions of this Act and in addition to the other lands which the London Company is authorised to acquire the London Company may enter upon take use and appropriate and may hold and use for the purpose of extending improving altering and adding to its existing Camden Town Station and the premises and works in connection therewith the lands houses buildings and other property hereinafter described and delineated on that portion of the deposited plans and described in that part of the deposited book of reference relating to lands in the metropolitan borough of St. Pancras (that is to say) :—

All those lands houses buildings and premises situate wholly in the metropolitan borough of Saint Pancras in the county of London bounded by High Street Camden Town on the south-west by Kentish Town Road on the south-east by Dewsbury Terrace on the north-west and by the London Company's Camden Town Station premises on the south numbered 5 6 7 8 9 10 11 16 17 18 31 and 32 in the parish and metropolitan borough of Saint Pancras on the deposited plans and known as numbers 176d 176e 178 180 182 184 and 186 High Street Camden Town numbers 8 and 9 Dewsbury Terrace and numbers 9 11 11a and 13a Kentish Town Road ;

and may appropriate and use without payment therefor the subsoil and under-surface of the roadways or footways of so much of Dewsbury Terrace High Street and Kentish Town Road as are within the limits of deviation shown on the said portion of the deposited plans and described in the said part of the deposited book of reference and may construct and maintain on in or under the said lands houses buildings and other property and under the said roadways and footways shafts lifts escalators stairways subways inclines approaches passages and other works and conveniences.

Incorporating certain provisions

9. The provisions contained in the sections of the London Acts of 1893 1902 1903 and 1923 which are mentioned in the First Schedule to this Act (subject to

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of existing Acts of London Company.

any amendment or variation by this Act) are incorporated with and form part of this Act and shall so far as applicable and not inconsistent with the provisions of this Act extend and apply to the subway and works by this Part of this Act authorised and the lands subsoil easements and rights by this Part of this Act authorised to be acquired as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Part of this Act with reference thereto respectively Provided that for the purposes of such incorporation the expression "the Company" where used in those sections shall where the context so requires mean and include the London Company and that wherever in those sections district boards of works or vestries are mentioned or referred to the same shall be read and construed as if the council of a metropolitan borough had been mentioned or referred to therein instead of board of works or vestry.

Power to make trial borings.

10. The London Company may make trial borings at such places within the limits of deviation of the subway as it shall think fit for the purpose of ascertaining the nature of the soil Provided always that any such borings made by the London Company in any street shall be subject to such reasonable restrictions as to surface borings as the authority having the maintenance of that street may impose.

Power to London Company to deviate laterally.

11. In the execution of the subway the London Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon.

Power to deviate vertically.

12. In the execution of the subway the London Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient.

Use of sewer &c. for removing water.

13. The London Company may subject to the provisions of this Act and of section 16 of the London Act of 1923 use for the discharge of any water pumped or found by it during the construction of the subways and station improvements and other works authorised by or referred to in this Part of this Act any available stream or watercourse or any sewer or drain of the London Council or of the council of any metropolitan

borough or local or other authority in or through which the subway may be constructed or pass and for that purpose may lay down take up and alter conduits pipes and other works and make any convenient connections with any such stream watercourse sewer or drain within the limits of deviation shown on the deposited plans:

Provided always that the London Company shall not make any opening into any such sewer or drain save in accordance with plans reasonably approved by and under the superintendence (if the same shall be given) of the London Council or of the council of any metropolitan borough or local or other authority (as the case may be) in whom the sewer or drain shall be vested:

Provided further that the London Company shall not make any opening in or discharge water directly into any sewer of the London Council or into any sewer communicating therewith except with the consent of the London Council and subject to such reasonable conditions as to the making number and position of such openings the quantity of water to be discharged the time of such discharge and otherwise as may be prescribed by the London Council.

Breaking up surface of streets and permanent openings therein.

14.—(1) Subject to the provisions of this Act the London Company may for the purpose of constructing the subway enter upon open break up and interfere with so much of the surface of St. George's Road and Newington Butts as is within the limits of deviation of the subway and may make and maintain permanent openings in the roadways and footways of so much of the said St. George's Road and Newington Butts as is within the said limits of deviation without being required to purchase any part of the surface or under-surface of any roadways and footways or any easement in or through the same or to make any payment for interfering with such roadways or footways.

(2) Seven days before breaking up or interfering with any portion of the surface of the said roadways and footways under the powers of this section the London Company shall serve notice in writing on the Commissioner of Police of the metropolis and make such arrangements with him as may be necessary so as to

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cause as little interference with traffic as may be reasonably possible.

(3) Save as aforesaid (and except for the purpose of making trial borings or altering or diverting sewers pipes cables wires and other works) nothing in this Act contained shall empower the London Company to break up or interfere with the surface of any street for the purpose of constructing maintaining or using the subway Provided always that the London Company shall not alter divert or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act.

Owners may be required to grant easements only under certain properties.

15. With respect to the properties shown on the deposited plans which are described or referred to in the Second Schedule to this Act notwithstanding anything contained in this Act or the said plans the London Company shall not be required to purchase or take the same or any part of the surface thereof but the London Company may purchase and take and the owners of and other persons interested in any such property shall sell an easement or right of using the subsoil and undersurface thereof for the purposes of the undertaking of the London Company and the provisions of the Lands Clauses Acts with respect to lands shall (subject to the provisions of this Act) extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase-money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act.

Owners may be required to sell parts only of certain lands and buildings.

16. And whereas for the purposes of the subways and station improvements and other works authorised by or referred to in this Act it may happen that portions only of certain properties shown on the deposited plans may be sufficient and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners

of and other persons interested in the properties described in the Third Schedule to this Act and whereof parts only are required for the purposes aforesaid may if such portions can in the opinion of the arbitrator or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the London Company the portions only of the properties so required without the London Company being obliged or compellable to purchase the whole or any greater portion thereof the London Company paying for the portions so required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

As to buildings upon lands of London Company.

17. Section 13 (As to buildings upon lands of Company) of the Great Northern Piccadilly and Brompton Railway (Various Powers) Act 1903 and section 25 (As to means of access to station buildings) of the Great Northern Piccadilly and Brompton Railway Act 1908 shall apply to any lands which may be acquired by the London Company under the provisions of this Act and to any buildings now or hereafter erected on or over or adjoining to any of such lands and to any means of access to any such buildings.

Period for completion of subway.

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

Agreements with City Company.

19.—(1) The London Company may enter into and carry into effect agreements with the City Company with reference to the construction ownership working maintenance renewal and user of the subway and of such shafts lifts escalators stairways subways passages and other works and conveniences in connection therewith and such communications and openings between the respective railways and stations of the London Company and the City Company or either of them whether upon in or under lands now or hereafter belonging to the London Company or the City Company as may be necessary or convenient for enabling passengers and

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their luggage and other traffic to pass from or to the station of the London Company to or from the station of the City Company and the subway.

(2) The London Company may for the purposes of and in accordance with and subject to any agreement entered into under this section enter upon the stations platforms passages and works of the City Company and may alter any such platform passage or work and make openings in the same and in any walls and any necessary protective works and may make such provisions as will secure to the public and to officers and servants of the London Company and the City Company free and uninterrupted access and communication to and between the subway and the existing stations of the London Company and the City Company or any of them.

(3) Any agreement under this section may provide for the appointment of a joint committee of the London Company and the City Company for carrying into effect the provisions thereof and of this section.

Extension of time for construction of Hammersmith Railway and subway authorised by London Act of 1914.

20.—(*a*) The period limited by the London Act of 1913 for the construction of the Hammersmith Railway and the works connected therewith by that Act authorised as such period was extended by the Orders made by the Board of Trade and the Minister of Transport under the Special Acts (Extension of Time) Act 1915 dated the sixth day of December one thousand nine hundred and eighteen the third day of October one thousand nine hundred and nineteen the twentieth day of August one thousand nine hundred and twenty the tenth day of March one thousand nine hundred and twenty-one and the twentieth day of December one thousand nine hundred and twenty-one and the London Act of 1922 is hereby extended to the thirty-first day of August one thousand nine hundred and thirty-one; and

(*b*) the period limited by the London Act of 1914 for the construction of the subways and works by that Act authorised as such period was extended by Orders made by the Board of Trade and the Minister of Transport under the Special Acts (Extension of Time) Act 1915 dated the twenty-third day of October one thousand nine hundred and nineteen the twenty-fourth day of August one thousand nine hundred and twenty the tenth

day of March one thousand nine hundred and twenty-one and the twentieth day of December one thousand nine hundred and twenty-one and by the London Act of 1922 is hereby extended to the thirty-first day of August one thousand nine hundred and thirty-one;

and if the Hammersmith Railway and the subway and works aforesaid be not completed within such extended period then on the expiration of such period the powers granted by the said Acts as extended by the said Orders and Act and by this Act for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Reviving and extending time for purchase of lands for Hammersmith Railway.

21. The powers granted to the London Company by the London Act of 1913 with respect to the compulsory purchase or taking of lands and easements for the purposes of or in connection with the Hammersmith Railway and by section 14 (Power to Company to acquire additional lands) of the Act of 1913 with respect to the compulsory purchase or taking of the lands in the metropolitan borough of Hammersmith described in that section are subject to the provisions in relation to the exercise of such powers by the London Company and for the protection or benefit of the London Council and any local authority company body or person contained in that Act hereby revived and extended and shall continue in force and may be exercised for and during a period of three years from and after the date of the passing of this Act.

Extension of time for purchase of lands for London Act of 1923.

22. The powers granted to the London Company by the London Act of 1923 with respect to the compulsory purchase or taking of lands and easements for the purposes of or in connection with the railways subways and works authorised by section 6 of the London Act of 1923 are subject to the provisions in relation to the exercise of such powers by the London Company and for the protection or benefit of the London Council and any local authority company body or person contained in that Act hereby extended and shall continue in force and may be exercised until but shall cease after the second day of August one thousand nine hundred and twenty-nine.

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For protection of Metropolitan Water Board.

23. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the London Company and the board have effect with reference to the exercise of the powers conferred by this Part of this Act (that is to say):—

(1) The provisions contained in section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the London Act of 1902 (in this section referred to as "the protective section") as extended and applied by the section of this Act of which the marginal note is "Incorporating certain provisions of existing Acts of London Company" to the subway and works by this Part of this Act authorised shall be read and have effect as if the board were a protected company within the meaning of that section Provided that the following modifications of the said section in its application to the board and their mains pipes valves hydrants plugs or other works or apparatus (hereinafter in this section referred to as "apparatus") shall have effect (that is to say):—

(*a*) The period of twenty-eight days shall be substituted for the period of fourteen days mentioned in subsections (1) and (2) of the protective section and the period of fourteen days shall be substituted for the period of seven days mentioned in the said subsection (1);

(*b*) The President of the Institution of Civil Engineers shall be substituted for the Board of Trade in subsection (8) of the protective section:

(2) The London Company shall not remove raise sink or otherwise alter the position of any apparatus of the board or do anything which may impede access by the board to such apparatus or the passage of water into or through the same without the consent in writing of the engineer of the board (in this section referred to as "the said engineer") which shall not be

unreasonably withheld or in any manner other than the said engineer shall reasonably approve nor (with such consent and approval) until such good and sufficient apparatus as the said engineer may reasonably consider necessary for continuing the supply of water has been first provided and laid down and made ready for use to the satisfaction of the said engineer:

(3) The London Company in executing any works under this Part of this Act or in removing raising sinking or otherwise altering the position of any apparatus of the board shall make good all damage done by them to the apparatus or other property of the board and shall make reasonable compensation to the board for any loss or damage which they may sustain by reason of any interference with their apparatus or property:

(4) In executing the works authorised by this Part of this Act or in exercising any of the other powers of this Act the London Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of either less than three feet or of more than five feet except in places where the minimum depth is already reduced or the maximum depth already exceeded in which cases the existing minimum depth shall not be reduced or the existing maximum depth exceeded:

(5) The London Company shall not except by arrangement with the board execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year:

(6) Notwithstanding anything contained in the section of this Act of which the marginal note is "Power to deviate vertically" the London Company shall not execute any works within twenty-five feet from the surface of any street road or footway in or under which any apparatus

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of the board is situate or otherwise interfere with the subsoil of such street road or footway within that depth except with the consent in writing of the board which consent shall not be unreasonably withheld and upon and subject to such terms and conditions as the board may attach to any consent given by them :

(7) Where any tunnel or shaft is constructed by the London Company for the purpose of any stair passage or escalator within seven feet six inches measured in any direction from any apparatus of the board the London Company shall execute such works as the said engineer may reasonably require for supporting such apparatus and if the board in their discretion deem it necessary so to do they may substitute steel tubes encased in concrete for any mains or pipes within the said distance from such tunnel or shaft and the London Company shall on demand repay to the board the cost incurred by them in so doing :

(8) In the construction of the subway by this Act authorised no use shall be made by the London Company of pumping or other like modes of removing water except in the case of unforeseen accident or for the purpose of removing rain water or other small amounts of water Provided that the provisions of this subsection shall not apply to shafts but if water shall be abstracted from them it shall be returned :

(9) All works to be executed or provided in connection with any apparatus of the board shall be so executed and provided by and at the expense of the London Company but to the reasonable satisfaction and under the superintendence (if after reasonable notice he shall choose to attend) of the said engineer and the reasonable costs charges and expenses of such superintendence shall be paid by the London Company :

(10) If any difference shall arise between the London Company and the board or the said engineer under the provisions of this section (other than a difference as to the construction or meaning of the said provisions) such difference shall be

settled in accordance with the provisions of subsections (8) and (10) of the protective section as applied and modified by this section :

(11) The provisions of this section shall except as otherwise expressly provided be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the board would otherwise be entitled.

For protection of St. James and Pall Mall Electric Light Company Limited.

24. Section 67 (General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order) of the London Act of 1902 as incorporated in this Act shall extend and apply to the St. James and Pall Mall Electric Light Company Limited as fully as if it were one of the protected companies in such section named.

For protection of Southwark Borough Council.

25. For the protection of the mayor aldermen and councillors of the metropolitan borough of Southwark in the county of London (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing have effect (that is to say) :—

(1) The engineer of the council (in this section referred to as "the engineer") may from time to time inspect any works by this Part of this Act authorised in the metropolitan borough of Southwark (in this section referred to as "the borough") and the London Company shall give the engineer all necessary facilities for such inspection and if he shall be of opinion that such works are attended with danger to any property buildings sewers drains or works belonging to or under the jurisdiction or control of the council the London Company shall adopt such measures and precautions as may be reasonably considered necessary by the engineer for the purpose of preventing any damage or injury thereto :

(2) If any part of any street place or pavement in the borough or any sewer drain or work belonging to the council or under their control should sink or be in any way injuriously affected during the construction of the works by this Part of this Act authorised to be constructed in the borough

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or within two years thereafter by or in consequence of such works the council may repair such street place pavement sewer drain or work and the London Company shall pay to the council the expense thereof on demand Provided that the council shall give immediate notice to the London Company of the discovery of the injury and of their intention to do such repairs :

(3) The London Company shall not in the exercise of the powers of this Part of this Act place any hoardings on any part of any public way in the borough except for such period as may be necessary and then only in such manner as shall be reasonably necessary and no such hoarding shall be erected except under the provisions of the Metropolis Management Act 1855 or any amendment thereof and the London Company shall not affix exhibit or permit to be affixed or exhibited upon any such hoarding as aforesaid any advertisement or placard which is visible from the street other than such as relate to the railways of the London Company and the traffic thereon unless the same shall have been approved in writing by the council and if any such advertisement or placard be affixed or exhibited without such approval the council and their authorised officers may remove the same :

(4) The London Company shall not deposit any subsoil or materials anywhere within the borough so as to cause any nuisance or obstruction to the council or any person using the streets roads or footways within the borough without the consent of the council and if the London Company their contractors servants or agents commit any breach of this subsection they shall be liable on summary conviction to a penalty not exceeding forty shillings for each offence :

(5) Before the London Company shall under the powers of this Part of this Act commence to make any trial borings in any street within the borough or to execute any work involving the breaking up or interference with the surface

of any such street the London Company shall give to the engineer at least forty-eight hours notice in writing in the case of trial borings and at least fourteen days notice in writing in the case of any other such works as aforesaid giving particulars of the borings or works proposed to be carried out :

(6) Any difference which may arise under the provisions of this section between the council or the engineer and the London Company shall be from time to time referred to and determined by an engineer to be agreed upon or failing such agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Fishmongers Company.

26. The following provisions for the protection of the wardens and commonalty of the Mystery of Fishmongers of the city of London or other the owners from time to time of the property numbered on the deposited plans 10 in the metropolitan borough of Southwark (in this section referred to as "the owners") shall unless otherwise agreed in writing between the London Company and the owners apply and have effect (that is to say) :—

Notwithstanding anything contained in this Act if the London Company enter upon take or use any part of the property numbered on the deposited plans 10 in the metropolitan borough of Southwark they shall purchase and take the whole of the said property in accordance with the provisions of the Lands Clauses Acts as modified by this Act.

PART III.

POWER TO THE LONDON ELECTRIC RAILWAY COMPANY TO RAISE ADDITIONAL CAPITAL.

Power to London Company to raise additional money.

27.—(1) Subject to the provisions of this Act the London Company may by virtue of this Act and without any further or other authority raise from time to time additional money not exceeding in the whole the sum of one million pounds wholly or partially by one or more of the following modes (that is to say) (*a*) by the creation

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and issue at its option and either at a discount or at par or at a premium of new ordinary shares or stock or new preference shares or stock (*b*) by borrowing on mortgage of its undertaking (*c*) by the creation and issue either at a discount or at par or at a premium of second debenture stock carrying interest at such rate as the London Company shall think fit and (*d*) by borrowing either without security or on the security of the deposit (with or without a charge thereon) of such second debenture stock as aforesaid (whether redeemable or irredeemable) or of preference stock (whether redeemable or irredeemable).

(2) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this section as though the issue of any new ordinary or new preference stock authorised by this section were the authorisation within the meaning of section 113 aforesaid of the increase of nominal capital of the London Company to the amount of such new stock issued and in lieu of the stamped statement to be delivered thereunder there shall be delivered by the London Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of any new ordinary or new preference stock authorised by this section relating to the amount of such issue and all the provisions of section 113 aforesaid (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this section.

Shares not to vest until one-fifth shall have been paid up.

28. The London Company shall not issue any share created under the authority of this Act of a less nominal amount than ten pounds nor shall any 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 shall have been paid in respect thereof.

Power to issue four per centum preference stock.

29. The London Company may raise the whole or any part of the additional money authorised to be raised by this Part of this Act by the creation and issue as preference stock carrying a fixed preferential dividend at the same rate (namely four per centum per annum) as that carried by the London Electric Railway four per centum preference stock created by the London Acts of 1910 to 1914 and any preference stock so issued shall as and when issued also be called and known as "London Electric Railway four per centum preference stock."

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Power to issue additional preference stock carrying higher rate of dividend than four per centum.

30. Notwithstanding anything contained in the Acts of 1910 to 1923 and in this Act the London Company may from time to time if it thinks fit (but only with the sanction of a resolution of a general meeting of the London Company) issue the whole or any part of any now unissued London Electric Railway four per centum preference stock authorised by any former Act and the further preference stock authorised to be created and issued by this Act with a fixed preferential dividend at such higher rate exceeding four per centum per annum as it thinks fit and any preference stock so issued shall as and when issued be called and known as " London Electric Railway per centum preference stock " according to the rate of dividend attached thereto pursuant to this Act The notice convening any general meeting for passing any such resolution as is in this section referred to shall set out the resolution proposed to be submitted pursuant to this section to such meeting.

All preference stock to rank pari passu.

31. All preference stock shall (whatsoever may be the rate or rates of dividend attached to the same or to different parts thereof and whether the same has been issued prior to the passing of this Act under the powers of the London Acts of 1910 to 1923 or any of them or shall be issued after the passing of this Act under the powers of the London Acts of 1910 to 1923 and of this Act or any of them) rank for all purposes pari passu and shall subject to the provisions of section 122 of the Companies Clauses Consolidation Act 1845 be entitled pari passu and rateably according to the respective rates of dividend attached thereto respectively to receive out of the profits of the London Company which remain in each half-year ending on a thirtieth day of June or thirty-first day of December a fixed preferential dividend at the rate or respective rates on the nominal value thereof attached thereto respectively by or pursuant to the London Acts of 1910 to 1923 or this Act as the case may be.

Application of sections 14 and 16 of Act of 1910 to preference stock.

32. Section 14 (Four per centum preference stock how transferable) and so much of section 16 (General meetings and right of voting) as relates to London Electric Railway four per centum preference stock of the London Act of 1910 shall extend and apply to all preference stock created by or issued under this Part of this Act whatsoever may be the rate or rates of dividend attached to the same or the different parts thereof

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respectively including redeemable preference stock and new preference stock issued under the section of this Act of which the marginal note is "London Company may create and issue redeemable debenture and preference stocks and redemption thereof" in the same manner in all respects as if all such stock were London Electric Railway four per centum preference stock.

Application of sections 15 and 16 of Act of 1910 to ordinary shares and stock.

33. Section 15 (Power to divide ordinary shares) of the Act of 1910 shall extend and apply to all ordinary shares created by or issued under this Part of this Act and so much of section 16 (General meetings and right of voting) as relates to London Electric Railway ordinary shares of the Act of 1910 shall respectively extend and apply to all ordinary shares and stock created by or issued under this Part of this Act in the same manner in all respects as if such shares or stock were London Electric Railway ordinary shares.

Debenture stock to rank pari passu with other second debenture stock.

34. Any debenture stock created and issued under the provisions of this Part of this Act shall all rank pari passu irrespective of the dates of the creation and issue thereof and shall rank pari passu with the second debenture stock authorised to be created and issued under the London Acts of 1919 1922 and 1923 and shall with the interest thereon be a charge on the whole undertaking from time to time of the London Company but such charge and any mortgage created under this Act shall rank subject to the charge securing the existing authorised London Electric Railway four per centum debenture stock.

Provisions of section 4 subsection (2) of Act of 1922 to apply.

35. The provisions of subsection (2) of section 4 (Power to London Company to borrow) of the London Act of 1922 shall extend and apply to all debenture stock which shall be created and issued under the provisions of this Part of this Act Notice of the effect of that subsection shall be endorsed on all certificates for such debenture stock.

London Company may create and issue redeemable debenture and prefer-

36.—(1) The directors of the London Company may from time to time by virtue of this Act and without further or other sanction or authority create and issue—

(*a*) the debenture stock which the London Company is by this Act authorised to create and issue or any part thereof; and

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ence stocks and redemption thereof.

(*b*) the preference stock which the Company is by this Act authorised to issue as London Electric Railway four per centum preference stock or as preference stock carrying a dividend at a higher rate than four per centum per annum

so as to be redeemable either at par or at such premium (not exceeding five per centum) and at such dates or in such events and on such terms and conditions and in such manner as such directors may determine at or before the issue thereof.

(2) The London Company may if the terms of issue so provide (i) call in and pay off at any time before the fixed date of redemption thereof the whole or any part of any redeemable debenture stock or redeemable preference stock and (ii) redeem in all or any of the following ways the whole or any part of any redeemable debenture stock or redeemable preference stock so issued viz. either (*a*) by paying off the same or (*b*) by purchasing the same in the market or by tender at any price not exceeding the redemption price thereof or (*c*) by issuing to any holder thereof subject to his consent other second debenture stock or preference stock as the case may be either redeemable or not redeemable in substitution therefor Any debenture stock or preference stock so paid off or redeemed shall be cancelled.

(3) The London Company may for the purpose (*a*) of providing money for paying off money borrowed by it under the powers of this Act (either with or without the deposit of second debenture stock or preference stock by way of security) or (*b*) of paying off debenture stock or preference stock issued by it under the powers of this Part of this Act as redeemable debenture stock or as redeemable preference stock as the case may be or (*c*) of replacing capital moneys applied under the section of this Act of which the marginal note is "London Company may apply capital moneys in purchase of redeemable stocks" in the purchase of redeemable debenture stock or redeemable preference stock or (*d*) of providing substituted second debenture stock or substituted preference stock (as the case may be) create and issue new debenture stock or new preference stock which may respectively be either redeemable or irredeemable:

Provided always that the new debenture stock so created and issued by the London Company shall not

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make the total nominal amount of the second debenture stock (both redeemable and irredeemable) from time to time issued by the London Company and outstanding exceed the total nominal amount of the second debenture stock which the London Company is for the time being authorised to create (except during the necessary interval between the creation of the new stock and the redemption of the old stock) and that unless any subsequent Act of Parliament otherwise authorises the new debenture stock so created and issued by the London Company shall be created and issued as second debenture stock ranking pari passu as regards principal interest and security with the second debenture stock (whether issued and outstanding or not) which the London Company is authorised to create and issue by the London Acts of 1910 to 1923 and this Act and any subsequent Act or any of them:

Provided also that the powers of the London Company of borrowing or borrowing on mortgage or by the creation and issue of debenture stock shall not by reason of section 34 of the Companies Clauses Act 1863 be cancelled by the creation and issue of redeemable debenture stock under any of the provisions of this section:

Provided further that the new preference stock so created and issued shall not make the total nominal amount of preference stock (both redeemable and irredeemable) from time to time issued by the London Company and outstanding exceed the total nominal amount of preference stock which the London Company is for the time being authorised to issue (except during the necessary interval between the creation of the new stock and the redemption of the old stock) and that unless any subsequent Act otherwise authorises the new preference stock so created and issued by the London Company shall rank pari passu in all respects with the preference stock (whether then issued and outstanding or not) which the London Company is authorised to create and issue by the London Acts of 1910 to 1923 this Act and any subsequent Act or any of them.

(4) The provisions of the Companies Clauses Consolidation Act 1845 with respect to the distribution of the capital of the London Company into shares the transfer and transmission of shares the payment of subscriptions and the means of enforcing the payment of the calls the forfeiture of shares for non-payment of

calls the making of dividends and the general meetings of the London Company and the exercise of the right of voting by the shareholders as well as Part II. (relating to additional capital) except the provisions thereof which limit the rate of dividend on preference capital of the Companies Clauses Act 1863 as amended by subsequent Acts are respectively herein incorporated and shall extend and apply to all such preference stock as aforesaid.

(5) If the London Company deposits any debenture stock or preference stock (whether respectively redeemable or not) to secure advances from time to time on current account or otherwise such debenture stock or preference stock shall not be taken to have been redeemed by reason only of the account of the London Company having ceased to be in debit whilst such debenture stock or preference stock remains so deposited.

London Company may apply capital moneys in purchase of redeemable stocks.

37. Any capital moneys which the London Company now or at any time hereafter has in its hands and which may not be required for any purpose to which the same are made specially applicable by the Act or Acts by which they are authorised to be raised may if the directors of the London Company think fit be at any time applied in the purchase of any redeemable debenture stock or redeemable preference stock in the market or by tender at any price not exceeding the redemption price thereof Any debenture stock or preference stock so purchased shall be cancelled.

Power to form fund for redemption of redeemable debenture or preference stock.

38.—(1) The London Company may from time to time set aside out of revenue after providing for the payment of interest on any loan or on any first or second debenture stock or any dividend or interest on any guaranteed stock or on any preference stock of the London Company and for other fixed charges and obligations such sums as it may respectively consider proper for the purpose of forming a fund for the redemption at maturity of any debenture stock or preference stock which is issued by the London Company and which under the conditions of the creation and issue thereof is to be redeemed wholly or partly in cash and may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being securities of the London Company except as

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hereinafter provided) in which the London Company may be authorised to invest those sums by a resolution passed at a general meeting of the London Company.

(2) Any sums so set apart shall be applied for the redemption at maturity of any debenture stock or preference stock for the redemption of which they have been set apart but may if the directors of the London Company think fit be also at any time applied in the purchase in the market or by tender or in any other way of any such stock at any price not exceeding the redemption price and any debenture stock or preference stock so purchased shall be cancelled.

(3) All sums so set apart shall be shown in Account No. 9 (Proposed appropriation of net income) of the accounts and returns prepared by the London Company pursuant to the provisions of the Railway Companies (Accounts and Returns) Act 1911.

For appointment of a receiver.

39. Section 64 (For appointment of a receiver) of the London Act of 1923 is hereby repealed so far only as it relates to the London Company but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under such provisions in relation to the London Company The mortgagees of the London Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

40. The principal moneys secured by all mortgages granted by the London Company before the passing of this Act in pursuance of the powers of any former Act of Parliament and subsisting at the passing hereof shall during the continuance of any such mortgages have priority over the principal moneys secured by any mortgages granted by the London Company by virtue of this Act.

Receipt in case of persons not sui juris.

41. If any money is payable to a stockholder shareholder mortgagee or debenture stockholder of the London Company being a minor idiot or lunatic the

receipt of the guardian or committee of his estate shall be a sufficient discharge to the London Company.

Power of borrowing not to be reduced by creation of rentcharges &c.

42. The powers of borrowing conferred on the London Company by this Act shall not be subject to reduction owing to the London Company having purchased or purchasing lands in consideration of rentcharges or having paid or paying under the provisions of this or any previous or future Act interest out of capital.

Directors may exercise capital powers.

43. The directors of the London Company may from time to time and without further or other sanction or authority exercise all or any of the powers of raising money by the creation and issue of ordinary or preference shares or stock or by mortgaging the undertaking creating and issuing debenture stock and borrowing and of creating and issuing redeemable debenture stock and redeemable preference stock which are conferred on the London Company by this Part of this Act but nothing in this section contained shall be deemed to limit the powers of such directors to exercise on behalf of the London Company the powers conferred by any other section of this Act.

Application of funds by London Company.

44. The London Company may apply to such purposes of this Act as relate to it or to the general purposes of its undertaking being in all cases purposes to which capital is properly applicable any of the moneys which it now has in its hands or which it has power to raise by shares stocks or debenture stocks or borrowing by virtue of the London Acts of 1910 to 1923 or this Act and which may not be required for the purposes to which they are by the London Acts of 1910 to 1923 or this Act made specially applicable.

Interest on debenture stock.

45. The London Company may charge to capital account the interest accruing during the period limited by this Act for the construction of the subway or such less period as the directors may determine on all money raised by borrowing or by mortgage or by the issue of debenture stock under the London Act of 1923 and this Act or either of them.

Power to pay interest out of capital during construction.

46. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the London Company may out of any money by the London Acts of 1910 to 1923 and this Act or any of such Acts authorised to be raised pay interest at such rate as the directors may

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determine to any shareholder or stockholder on the amount from time to time paid up on the ordinary or preference shares or stock created or authorised to be created by this Act or by the London Acts of 1910 to 1923 or any of them and issued under any of those Acts or under this Act (as the case may be) held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the subway or such less period as the directors of the London Company may determine but subject always to the conditions hereinafter stated (that is to say) :—

(*a*) No such interest shall begin to accrue on any of the ordinary or preference shares or stock aforesaid which shall from time to time be issued by the London Company until the London Company shall have deposited with the Minister of Transport a statutory declaration by two of the directors and the secretary of the London Company that two-thirds at least of the ordinary or preference shares or stock so issued in respect of which such interest is proposed to be paid has been actually issued and accepted and is held by share or stock holders who or whose executors administrators or assigns are legally liable for the same;

(*b*) No such interest shall accrue in favour of any holder of such ordinary or preference shares or stock as aforesaid for any time during which any call on any of his said ordinary or preference shares or stock is in arrear;

(*c*) The aggregate amount to be so paid for interest shall not exceed one hundred thousand pounds;

(*d*) Notice that the London Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the London Company inviting subscriptions for such ordinary or preference shares or stock as aforesaid;

(*e*) The annual accounts of the London Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest shall be paid out of any stock or share or loan capital which the

London Company is by this or any other Act authorised to raise to any stockholder or shareholder on the amount of the calls made in respect of the ordinary or preference shares or stock held by him but nothing in this Act shall prevent the London Company from paying to any holder of ordinary or preference shares or stock 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.

Application of capital.

47. All moneys raised under this Act by the London Company whether by shares stock mortgaging debenture stock or borrowing or by redeemable preference or debenture stock shall be applied only to the purposes of its undertaking to which capital is properly applicable.

PART IV.

CONSTRUCTION OF WORKS BY AND POWERS TO THE METROPOLITAN DISTRICT RAILWAY COMPANY AND OTHER COMPANIES.

Power to District Company to construct works.

48. Subject to the provisions of this Act the District Company may notwithstanding anything contained in any former Act relating to the District Company make and maintain in the lines and according to the levels shown on the deposited plans and sections the widenings and other works hereinafter in this Part of this Act described with all necessary and convenient alterations to the District Company's Ealing and Hounslow Extension Railways and all proper rails stations platforms junctions signals sidings depôts approaches wires cables transformer stations plant and electrical and other machinery apparatus works and conveniences connected therewith and incidental thereto and may subject as aforesaid enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say) :—

In the county of Middlesex :—

Widening No. 1 A widening and alteration of the District Company's Ealing Extension Railway on the north side thereof (1 mile 2 furlongs

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1·5 chains or thereabouts in length) commencing in the urban district of Chiswick at a point on the said railway three chains or thereabouts measured in an easterly direction from the centre of the bridge carrying the said railway over Fishers Lane and terminating in the borough of Ealing at a point on the said railway six chains or thereabouts measured in a north-westerly direction from the centre of the bridge carrying Gunnersbury Lane over the said railway.

Widening No. 2 A widening and alteration of the District Company's Ealing and Hounslow Extension Railways on the south sides thereof (1 mile 2 furlongs 8 chains or thereabouts in length) commencing in the borough of Acton at a point on the said Ealing Extension Railway at the west side or face of the bridge carrying the said railway over the public footpath leading to the south side of Hardwicke Road and terminating in the borough of Ealing at a point on the said Hounslow Extension Railway 10·5 chains or thereabouts measured in an easterly direction from the centre of the bridge carrying Gunnersbury Avenue over the said Hounslow Extension Railway.

Lands &c. at Stamford Brook Station and agreements in regard thereto.

49. Subject to the provisions of this Act the Southern Company or with the consent of the Southern Company the two Companies or either of them may for the purpose of enlarging extending and improving the northern side of Stamford Brook Station on the Kensington and Richmond Branch enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for that purpose (that is to say) :—

All those lands and premises in the urban district of Chiswick in the county of Middlesex situate on the north side of and adjacent to the said station extending from the bridge carrying the Kensington and Richmond Branch over the London Midland and Scottish Railway to the premises known as Stamford Brook Mansions

including a portion of those premises and of the gardens of the houses situate on the south side of Vaughan Avenue and a house and garden on the west side of Prebend Gardens and the approaches to the railway arches and land adjacent thereto;

and may make and maintain an additional platform together with such works staircases approaches and conveniences connected therewith and a widening of the bridge carrying the Kensington and Richmond Branch over the public road known as Prebend Gardens and numbered 18 on the deposited plans relating to the urban district of Chiswick in upon or over the said lands and premises and over the said public road as may be necessary for such purpose Such platform and works shall form part of the Kensington and Richmond Branch.

The two Companies or either of them on the one hand and the Southern Company on the other hand may enter into and carry into effect agreements with respect to the construction ownership maintenance and user of the said platform and works the payment of the costs thereof and any matters connected with or incidental thereto.

Lands and easements for extension &c. of St. James's Park Station.

50. Subject to the provisions of this Act and in addition to the other lands the two Companies or either of them are authorised to acquire the two Companies or either of them may enter upon take appropriate and use the lands buildings cellars roads footways and other property hereinafter described and delineated on that portion of the deposited plans and described in that part of the deposited book of reference relating to the city and metropolitan borough of Westminster respectively and thereon and therein respectively numbered 20 and 21 (that is to say) :—

All those lands buildings cellars roads and footways situate in the city and metropolitan borough of Westminster adjoining the St. James's Park Station and over the railway of the District Company comprising a portion of the Broadway at or adjacent to the said station railway and lands;

and may appropriate and use without payment therefor so much of the soil and under surface of Broadway as is within the limits of deviation shown on the said portion

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of the deposited plans and may hold use and appropriate the said lands buildings cellars road and footway for the purpose of enlarging improving and maintaining the St. James's Park Station of the District Company and for the purposes mentioned in the next succeeding section of this Act and for and in connection with such purposes or any of them may construct and maintain in and under Broadway girders supports and other works and conveniences:

Provided that all such works in and under Broadway shall (unless otherwise agreed with the city council) only be carried out in accordance with the plan marked "A" which has been signed in triplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and one copy whereof has been deposited in the Office of the Clerk of the Parliaments one copy in the Private Bill Office of the House of Commons and one copy with the city council.

Powers as to land at Broadway Westminster.

51.—(1) The London Company and the District Company may enter into carry into effect vary or rescind agreements for the sale or lease by the London Company to the District Company of certain lands adjoining the District Company's St. James's Park Station and being lands in the city and metropolitan borough of Westminster bounded on the north partly by the Metropolitan District Railway and partly by Broadway on the east by Broadway and on the south and west by St. Ermin's Hill which the London Company has acquired under the powers in that behalf contained in the London Act of 1914 and the District Company may hold such lands for the purposes of its undertaking.

(2) The District Company may erect on the said lands when acquired by purchase or lease and on a site formed and to be formed over its railway and on any part of its lands and premises adjoining such railway (all of which are hereinafter in this section referred to as "the building site") offices or other buildings or may lease or let the building site or any part thereof and any girders and supports forming or supporting such building site or any part thereof on building lease providing for the erection of offices or other buildings thereon for such term at such rent with or without a premium and on such terms and conditions as it thinks fit and may from

time to time lease or let at such rent with or without a premium and on such terms and conditions as it thinks fit such portions of the offices or other buildings for the time being erected on the building site or on any part thereof as it does not for the time being require to occupy.

(3) The four Companies or any of them either jointly or severally or in conjunction with any other company may take on lease or underlease at such rent with or without a premium and on such terms and conditions as they may think fit the whole or any portions of the offices or other buildings for the time being erected on the building site or on any part thereof.

(4) The District Company may at any time under its common seal declare that so much of the building site including any girders as is now surplus lands and premises of that Company and as such subject to the provisions of section 13 of the District Act of 1908 shall cease to be part of such surplus lands and premises From and after the date of such declaration such portion of the building site including any girders shall cease to be part of such surplus lands and premises and shall cease to be subject to the provisions of such section 13 but the District Company shall in substitution therefor either by declaration under its common seal cause other lands and premises belonging to the District Company which it shall thereby certify to be of not less rental value at the date of such declaration than the rental value of such portion of the building site and any girders to become surplus lands and premises and be subject to the provisions of the said section 13 or shall thenceforth out of its general revenue appropriate in each half year thereafter a sum equal to one half of such rental value and apply the same in the manner in which rents and profits of surplus lands and premises are by the District Act of 1908 made applicable.

(5) The building site and any such girders and supports as aforesaid and any buildings for the time being erected on the building site shall not at any time be or become surplus lands and premises of the District Company within the meaning of the District Act of 1908 nor be subject to the provisions of the Lands Clauses Acts relating to the sale of superfluous lands.

(6) The District Company may at any time and from time to time (in addition to any other moneys which

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it is now or is by this Act or may hereafter be authorised to borrow or raise) borrow such sums and at such rate of interest as it may think fit Provided always that the amount of the principal moneys at any one time owing in respect of moneys borrowed under the powers of this section shall not exceed the sum of five hundred thousand pounds.

(7) The District Company may at any time and from time to time secure the repayment of the principal moneys so borrowed or any part thereof and the payment of the interest thereon by mortgage on the building site or any part thereof and any such girders and supports as aforesaid and any buildings for the time being on the building site or by the creation and issue of debentures (either containing a specific charge on the building site and any buildings for the time being thereon or secured by a trust deed containing a mortgage speicfically charged thereon) and any such mortgage or debenture or trust deed may contain a covenant for payment of interest and repayment of principal and a power of sale or foreclosure and such other provisions not inconsistent with this section as the District Company may think fit.

(8) Any such mortgage or charge shall rank and if more than one shall together (but subject to their relative priorities if any) rank as the first specific mortgage or charge on the building site and any such girders and supports as aforesaid and any buildings for the time being on the building site and the revenues to be derived therefrom in priority to any other mortgage charge or incumbrance thereon.

(9) The District Company may if it thinks fit provide for the repayment of the moneys so borrowed as aforesaid by the creation of a cumulative or non-cumulative sinking fund The interest on any such mortgage or debentures and the instalments of such sinking fund (if any) shall be deemed to be working expenses of the railway of the District Company within the meaning of section 4 of the Railway Companies Act 1867 and such interest and instalments shall be shown in account No. 9 (Proposed appropriation of net income) of the accounts and returns prepared by the District Company pursuant to the provisions of the Railway Companies (Accounts and Returns) Act 1911.

(10) All mortgages or debentures granted or created and issued by the District Company under the powers of this section may be made assignable free from any equities between that Company and any person to whom the same may be granted or issued and may be in such form and contain such provisions (not being in any case inconsistent with the provisions of this section) as the District Company may think fit.

(11) All moneys borrowed under the powers of this section shall be applied in or towards the acquisition of the said lands of the London Company and the erection of buildings on the building site and the costs and expenses incident thereto and to such mortgages or debentures or trust deed and in payment of interest thereon until the completion of the buildings to be erected on the building site and subject thereto may be applied for the general purposes of the District Company to which capital is properly applicable.

(12) The directors for the time being of the London Company and of the District Company respectively may from time to time by virtue of this section and without any further or other sanction or authority exercise all or any of the powers conferred on those Companies respectively by this section.

(13) The provisions of this section shall take effect notwithstanding anything contained in the Companies Clauses Act 1863 or in any former Act or Order relating to or affecting the two Companies or either of them or in any Acts incorporated therewith.

As to buildings to be erected at St. James's Park station.

52.—(1) Notwithstanding anything contained in any former Act or Order relating to or affecting the two Companies or either of them any building to be erected under the provisions of the section of this Act of which the marginal note is "Powers as to land at Broadway Westminster" may (subject to such modifications as may be agreed between the London Council and the District Company) be erected in accordance with the site plan marked "B" which said site plan has been signed in quadruplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and one copy whereof has been deposited in the Office of the Clerk of the Parliaments one copy in the

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Private Bill Office of the House of Commons one copy with the London Council and one copy with the city council.

(2) If the building is erected in accordance with the site plan marked "B" the District Company shall add to so as to increase the present width of Broadway to the extent shown by the blue colour on the said plan marked "B" the strips of land thereon coloured blue and the said strips of land shall thereupon be deemed to form part of the highway of the street to which the same have been added and shall be paved or made up by the city council at the cost of the District Company and thereafter maintained repaired cleansed and lighted by the city council and in exchange for the said strips of land the District Company may appropriate and use for the purposes of the said building the pieces of land in Broadway coloured red on the said plan marked "B" which said pieces of land shall thereupon be vested in the District Company.

(3) If any other building is erected under the powers of the above-mentioned section of this Act the District Company may encroach on Broadway to such an extent as may be agreed between the District Company and the city council and such building may be erected beyond the general line of building to such an extent (if any) as may be agreed between the District Company and the London Council.

(4) Any building erected under the powers of the sections of this Act of which the marginal notes are respectively "Lands and easements for extension &c. of St. James's Park Station" and "Powers as to land at Broadway Westminster" shall not (subject to the provisions of any future Act) be of a greater height than eighty feet (exclusive of two storeys in the roof and of ornamental towers turrets or other architectural features or decorations) without the consent of the London Council.

(5) Nothing in this Act shall relieve the London Company or the District Company as the case may be from the obligations relating to the widening of Broadway in the city of Westminster imposed by section 16 of the London Act of 1914.

Breaking up surface of Broadway temporarily.

53.—(1) Subject to the provisions of this Act the two Companies or either of them may for the purpose of enlarging improving and maintaining the St. James's Park Station of the District Company and for erecting and maintaining any buildings on the building site referred to in the preceding section of this Act and for constructing and maintaining in and under Broadway girders supports and other works and conveniences enter upon open break up and interfere with so much of the surface of Broadway as is within the limits of deviation of the lands numbered 20 and 21 on that portion of the deposited plan relating to the city and metropolitan borough of Westminster without being required to purchase any easement in or through the same or to make any payment for interfering therewith.

(2) Seven days before breaking up or interfering with any portion of the surface of the said Broadway under the powers of this section the two Companies or either of them shall serve notice in writing on the Commissioner of Police of the metropolis and make such arrangements with him as may be necessary so as to cause as little interference with traffic as may be reasonably possible.

(3) Save as aforesaid (and except for the purpose of altering or diverting sewers pipes cables wires and other works) nothing in this Part of this Act contained shall empower the two Companies or either of them to break up or interfere with the surface of any street for the purpose of constructing maintaining or using any works by this Part of this Act authorised Provided always that the two Companies or either of them shall not alter divert or otherwise interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act.

Agreements with Westminster City Council.

54. The two Companies or either of them on the one hand and the city council on the other hand may enter into carry into effect vary or rescind agreements in regard to the appropriation and use of the subsoil of Broadway as authorised by this Act the placing and maintenance of works thereon therein and thereunder the appropriation and use of part thereof and the opening and breaking up of the surface thereof and also with

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reference to the appropriation and use of the subsoil of such of the roads and footways as are under the jurisdiction of the city council adjoining the respective Charing Cross stations of the two Companies.

Lands for extension of Hounslow Barracks station.

55. Subject to the provisions of this Act and in addition to the other lands the District Company is authorised to acquire the District Company may enter upon take use and appropriate and may hold and use for the purpose of enlarging improving and maintaining its Hounslow Barracks Station and the approaches thereto by the construction and maintenance of approaches works and conveniences the lands houses buildings and other property delineated on that portion of the deposited plan and described in that part of the deposited book of reference relating to the urban district of Heston and Isleworth respectively (that is to say) :—

All those lands houses buildings and premises situate in the urban district of Heston and Isleworth in the county of Middlesex bounded on the south-west by the Bath Road on the south-east by the south-eastern boundary of the premises known as Keswick Lodge No. 339 Bath Road Hounslow and on the north-west by the railway and the Hounslow Barracks station and premises of the District Company.

Reconstruction &c. of Charing Cross station.

56.—(1) Notwithstanding anything contained in any former Act relating to or affecting the District Company or its Charing Cross Station and station premises the District Company may subject to the provisions of this section reconstruct alter and improve the said station and station premises or any part or parts thereof and may provide and let shops therein and thereon on such terms and conditions as it thinks fit :

Provided that nothing in this subsection shall authorise the District Company to provide shops on any part of such station or station premises at street level abutting on a public way except with the consent of the London Council.

(2) Such reconstruction alteration and improvement shall (unless otherwise agreed between the London Council and the District Company) be carried out in accordance with the plan marked "C" signed in quad-

ruplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Office of the Clerk of the Parliaments one copy in the Private Bill Office in the House of Commons one copy with the London Council and one copy with the city council.

(3) Any buildings to be erected reconstructed or altered under the provisions of this section shall only be used for offices and station purposes of the two Companies or either of them or of any companies running over using or working the railways of the two Companies or either of them except with the consent of the London Council.

(4) No part of the said buildings shall without the consent of the London Council exceed forty feet in height from the level of the Embankment roadway opposite thereto.

(5) Before commencing the said buildings plans and elevations shall be submitted by the District Company to the London Council for their approval and if not approved by the London Council within one month after submission the same shall be referred for settlement to an architect or engineer to be appointed by the Minister of Transport and such architect or engineer shall give effect to subsection (4) of this section and such buildings shall be carried out in accordance with the plans and elevations so approved or settled.

Agreements with London Council.

57. The two Companies or either of them on the one hand and the London Council on the other hand may enter into carry into effect vary or rescind agreements with reference to :—

(*a*) The sale purchase or exchange of lands and easements in or under lands at or adjoining the respective Charing Cross stations of the two Companies or either of them and with reference to the appropriation and use of the subsoil of such of the roads and footways as are under the jurisdiction of the London Council adjoining those stations and the placing and maintenance of works therein and thereunder and under any such lands;

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(*b*) The removal of ventilators situate in Victoria Embankment Gardens for ventilating the railway of the District Company and the construction maintenance repair and renewal of other ventilators in Victoria Embankment Gardens and the expenses and execution of all necessary works in connection with such removal construction maintenance repair and renewal.

Owners may be required to grant easements only over or under certain properties

58. With respect to the properties shown on the deposited plans which are described or referred to in the Fourth Schedule to this Act notwithstanding anything contained in this Act or the said plans the two Companies or either of them or the Southern Company as the case may be shall not be required to purchase or take the same or any part thereof but may purchase and take and the owners of and other persons interested in any such property shall sell an easement or right of constructing maintaining and using therein thereunder thereon or thereover the works and conveniences authorised by or referred to in this Part of this Act and the provisions of the Lands Clauses Acts with respect to lands shall subject to the provisions of this Act extend and apply to such easement or right except that no such easement or right shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts as varied by this Act.

Owners may be required to sell parts only of certain lands and buildings.

59. And whereas in the construction of the works and conveniences authorised by or referred to in this Part of this Act or otherwise in the exercise of the powers of this Part of this Act it may happen that portions only of certain properties shown on the deposited plans may be sufficient for the purposes thereof and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the properties described in the Fifth Schedule to this Act and whereof parts only are required for the purposes of this Part of this Act may if such

portions can in the opinion of the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the two Companies or either of them or the Southern Company as the case may be the portions only of the properties so required without any such company being obliged or compellable to purchase the whole or any greater portion thereof the company or companies exercising the powers paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Power to deviate laterally.

60. In the execution of the widenings the District Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviations shown thereon.

Power to deviate vertically.

61. In the execution of the widenings the District Company may deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient.

Height and span of bridges.

62. The District Company may make the arches of the bridges for carrying the widenings over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

No. on Deposited Plan.	Parish &c.	Description of Road.	Height.	Span.
			Ft. Ins.	Ft.
2	Borough of Acton - -	Public road	13 0	25
15	Borough of Acton - -	Public road	16 6	25
30	Borough of Acton - -	Public road	16 6	25
3	Urban district of Brentford.	Private road	16 0	25
6	Urban district of Brentford.	Private road	16 0	25

Width of roadways over bridges.

63. The District Company may make the roadway over the bridges by which the following roads will be carried over the widenings of such width between the

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fences thereof as the District Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say) :—

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
			Ft. Ins.
1 15	Borough of Ealing - - Urban district of Brentford -	Public road -	43 0

Working of widenings by electrical power.

64. The traffic on the widenings may be worked by electrical power or steam or other motive power.

Rates and charges.

65. The widenings shall for the purposes of tolls rates and charges and for all other purposes form part of the railway of the District Company of which they form widenings.

Incorporating certain provisions of existing Acts of District Company.

66. The provisions contained in the sections of the District Acts of 1897 1901 and 1903 which are mentioned in the Sixth Schedule to this Act (subject to any amendment or variation by this Act) are incorporated with and form part of this Part of this Act and shall so far as applicable and not inconsistent with the provisions of this Act extend and apply to the widenings works and buildings by this Part of this Act authorised or referred to and to the lands easements and rights by this Part of this Act authorised to be acquired as fully and effectually to all intents and purposes as if those provisions had been expressly re-enacted in this Part of this Act with reference thereto respectively Provided that for the purposes of such incorporation the expression "the company" where used in those sections shall where the context so requires mean the two Companies or either of them or the Southern Company as the case may be and the expression "the railway" or "the railways" shall mean the widenings works and buildings by this Part of this Act authorised or referred to and that wherever in those sections district boards of works or vestries are mentioned or referred to the same shall be read and construed as if the council of a borough or metropolitan borough or urban district had been mentioned or referred to therein instead of board of works or vestry.

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Confirming agreement with Southern Railway Company and variations.

67. The scheduled agreement is hereby confirmed and made binding on the parties thereto and shall have effect and may be carried out as if it formed part of this Act and the Southern Company the two Companies or either of them may respectively do all things necessary for carrying the scheduled agreement into effect and may subject to the provisions of this Act enter into and carry into effect agreements varying or amending all or any of the provisions of the scheduled agreement and any further matters incidental thereto or relating to the Kensington and Richmond Branch.

Power to vary agreement set out in Fifth Schedule to Midland Railway Act 1911.

68. Nothing in the preceding section of this Act or in the scheduled agreement contained shall prejudice vary diminish or extend any existing rights or running powers of the Midland Company but the two Companies the Southern Company and the Midland Company or any of them may enter into and carry into effect agreements varying amending or cancelling all or any of the provisions of an agreement dated the eighth day of July one thousand nine hundred and ten set out in the Fifth Schedule to and confirmed by the Midland Railway Act 1911 and with regard to the user exchange sale or leasing of any of their respective lands.

Amendment of Metropolitan District Railway Act 1910.

69. Notwithstanding the provisions of the District Act of 1910 the Great Western Railway Company and the Metropolitan Railway Company and any joint committee of those companies or any of them may and shall run over and use such lines on the Kensington and Richmond Branch as altered and re-arranged in pursuance of the scheduled agreement as may be agreed between those companies or any of them or such joint committee on the one hand and the Southern Company and the two Companies on the other hand instead of Railways Nos. 3 and 7 authorised by the District Act of 1910.

For protection of Midland Company

70. Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the following provisions for the protection of the Midland Company shall unless otherwise agreed in writing between the District Company and the Midland Company apply and have effect :—

(1) Each of the widenings shall be carried over the North and South Western Junction Railway of the Midland Company at the proposed crossing

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thereof by means of a girder bridge with a clear headway throughout above the level of the upper surface of the existing rails of fourteen feet six inches at least and of sufficient span to enable the Midland Company to widen their said railway at any future time by not exceeding two additional lines of rails and such bridges and all the works connected therewith shall be constructed and executed by and in such means and manner only as not to interfere with the traffic over or the free uninterrupted and safe use of that railway and so as to leave undisturbed all the existing lines of rails at the point where they will be so passed over or affected by the works for such bridges and the whole of such works shall be executed according to plans sections and specifications previously submitted to and approved by the principal engineer of the Midland Company (in this section referred to as "the principal engineer") and under his superintendence and to his reasonable satisfaction in all respects but in all things at the expense of the District Company:

(2) Before the District Company commence the construction of the widenings or either of them any temporary works which may in the opinion of the principal engineer be reasonably necessary to ensure the safety of the railway and property of the Midland Company shall be provided and carried out by and at the cost of the District Company or the Midland Company may if they so elect carry out such works for the District Company and any costs and expenses reasonably incurred by the Midland Company in connection therewith (including compensation payable to or in respect of any workman who may be killed or injured whilst employed in or about such works) shall be repaid by the District Company to the Midland Company on demand:

(3) The District Company shall at all times maintain the bridge or bridges and other works for such crossing in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer and if and whenever

the District Company fail so to do the Midland Company may make or do in and upon as well the lands of the District Company as their own lands all such works and things as are reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to them by the District Company on demand :

(4) The District Company shall not without first obtaining the consent of the Midland Company under the hand of their secretary take use enter upon or interfere with any of the lands rails works property or rights from time to time belonging to or in possession or under the power of or vested in the Midland Company except only such part or parts as it shall be absolutely necessary for the District Company to take use enter upon or interfere with for constructing and maintaining the bridge or bridges and other works over the Midland Company's railway in accordance with the provisions in that behalf in this Act contained :

(5) The District Company shall not purchase and take any lands and property of the Midland Company but they may purchase and take and the Midland Company may and shall sell and grant accordingly a perpetual easement or right of using such lands and property for the purpose for which but for this enactment the District Company might purchase and take the same The amount to be paid for the acquisition shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 (as varied by this Act) with respect to the purchase of lands otherwise than by agreement :

(6) The District Company shall bear and on demand pay to the Midland Company the reasonable expenses (including compensation payable to or in respect of any workman who may be killed or injured) of the employment by the Midland Company during the construction of the works over or in any way affecting the railway of the Midland Company of a sufficient number of

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inspectors and watchmen to be appointed by that company for watching their said railway and the works and property connected therewith with reference to and during the execution of such works of the District Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts or defaults of the District Company or of their contractors or any persons in the employment of the District Company or of their contractors with reference thereto or otherwise :

(7) If by reason of the execution of any of the works for such crossings or any proceedings of the District Company or the failure of any such works or any act or omission of the District Company or of their contractors or of any persons in the employ of the District Company or of their contractors or otherwise the railway of the Midland Company or any of the works connected therewith or any passenger or other traffic on that railway shall sustain any injury or damage the same shall notwithstanding anything in this section contained be forthwith made good by the District Company at their own expense or in the event of their failing so to do the Midland Company may make good the same and recover the expense thereof from the District Company and if any interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid the District Company shall on demand pay to the Midland Company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption :

(8) If by reason of or during the construction of the widenings it shall become necessary in the opinion of the principal engineer to add to or alter any signal or any telephone telegraph or signal apparatus on the railway of the Midland Company such work may be executed by the Midland Company and the reasonable expense

thereof shall be repaid to them by the District Company :

(9) Except as in subsection (5) of this section otherwise provided if any dispute shall arise between the Midland Company and the District Company respecting the matters and provisions aforesaid or any of them the same shall be settled by an arbitrator if not agreed upon between the parties to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to such arbitration.

For protection of Metropolitan Water Board.

71. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the District Company and the board have effect with reference to the exercise of the powers conferred by this Part of this Act (that is to say) :—

(1) The District Company shall construct the bridges or viaducts for carrying the widenings over Fishers Lane Acton Lane and Bollo Lane respectively in the metropolitan borough of Acton and the urban district of Brentford so that the foundations for the abutments and piers thereof shall not encroach upon any part of the said roads so as to interfere with any apparatus of the board and shall be carried down to a depth of not less than six feet from the surface of the said roads :

(2) The District Company shall in lengthening the bridge carrying Gunnersbury Lane in the parish and urban district of Brentford for the purpose of the widenings at their own expense substitute steel mains encased in concrete for such lengths of the existing mains now laid in the said road as will be situated in the lengthened portion of the said bridge and the approaches thereto : The substituted mains shall be situate beneath the footpath or footpaths of the lengthened bridge and approaches :

(3) The accommodation shall be provided and constructed in accordance with plans sections and

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particulars to be previously submitted to and approved by the board provided that if within one month after the receipt of any such plans sections and particulars the board shall not have intimated to the District Company their disapproval thereof or made any requirements with respect thereto they shall be deemed to have approved the same:

(4) The provisions contained in section 40 (General provisions for protection of water gas hydraulic power and electric companies) of the District Act of 1897 (in this section referred to as "the protective section") as extended and applied by the section of this Act whereof the marginal note is "Incorporating certain provisions of existing Acts of District Company" to the widenings and works by this Part of this Act authorised shall be read and have effect as if the board were a protected company within the meaning of that section Provided that the following modifications of the said section in its application to the board and their mains pipes valves hydrants plugs or other works or apparatus (in this section referred to as "apparatus") shall have effect (that is to say):—

(*a*) The period of twenty-eight days shall be substituted for the period of fourteen days mentioned in subsections (1) and (2) of the protective section and the period of fourteen days shall be substituted for the period of seven days mentioned in the said subsection (1);

(*b*) The President of the Institution of Civil Engineers shall be substituted for the Board of Trade in subsection (7) of the protective section:

(5) The District Company shall not remove raise sink or otherwise alter the position of any apparatus of the board or do anything which may impede access by the board to such apparatus or the passage of water into or through the same without the consent in writing of the engineer of the board (in this section referred to as "the said engineer") which shall not be

unreasonably withheld or in any manner other than the said engineer shall reasonably approve nor (with such consent and approval) until such good and sufficient apparatus as the said engineer may reasonably consider necessary for continuing the supply of water has been first provided and laid down and made ready for use to the satisfaction of the said engineer:

(6) The District Company in executing any works under this Part of this Act or in removing raising sinking or otherwise altering the position of any apparatus of the board shall make good all damage done by them to the apparatus or other property of the board and shall make reasonable compensation to the board for any loss or damage which they may sustain by reason of any interference with their apparatus or property:

(7) In executing the works authorised by this Part of this Act or in exercising any of the other powers of this Act the District Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus a covering of either less than three feet or of more than five feet except in places where the minimum depth is already reduced or the maximum depth already exceeded:

(8) The District Company shall not except by arrangement with the board execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year:

(9) All works to be executed or provided in connection with any apparatus of the board shall be so executed and provided by and at the expense of the District Company but to the reasonable satisfaction and under the superintendence of the said engineer (if after reasonable notice he shall choose to attend) and the reasonable costs charges and expenses of such superintendence shall be paid by the District Company:

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(10) If any difference shall arise between the District Company and the board or the said engineer under the provisions of this section (other than a difference as to the construction or meaning of the said provisions) such difference shall be settled in accordance with the provisions of subsection (7) of the protective section as applied and modified by this section:

(11) The provisions of this section shall except as otherwise expressly provided be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the board would otherwise be entitled.

For protection of Acton Corporation.

72. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Acton (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed in writing between the council and the District Company have effect with respect to the construction of Widenings Nos. 1 and 2 by this Part of this Act authorised in the parish and borough of Acton (in this section called "the borough") (that is to say):—

(1) The District Company in constructing Widenings Nos. 1 and 2 shall—

(*a*) construct the new bridge to carry Widening No. 1 over the public road known as Acton Lane numbered on the deposited plans 15 in the borough with a clear span throughout of not less than 45 feet and a clear headway of not less than that of the existing bridge carrying the railway of the District Company over Acton Lane;

(*b*) construct the new bridge to carry Widening No. 2 over Acton Lane with a clear span throughout of not less than 50 feet and a clear headway of not less than that of the said existing bridge;

(*c*) construct the new bridge or bridges to carry Widenings Nos. 1 and 2 over the public road known as Bollo Lane numbered on the deposited plans 30 in the borough

with a clear span throughout of not less than 38 feet and a clear headway of not less than the existing bridge carrying the railway of the District Company over Bollo Lane ; and

(*d*) If required by the council within six weeks from the passing of this Act by writing under the hand of their clerk reconstruct the said existing bridge over Bollo Lane so as to provide a clear span throughout of not less than 38 feet Provided that in such case the council shall pay to the District Company upon completion of the work the amount of the cost and expense incurred by the District Company in and about such reconstruction or necessarily consequent thereon :

(2) The District Company if so required by the council within six weeks from the passing of this Act by writing under the hand of their clerk shall if and when they construct the new bridges over Acton Lane mentioned in the preceding subsection reconstruct the existing bridge over Acton Lane so as to provide a clear span throughout of not less than 45 feet Provided that in such case the council shall pay to the District Company upon the completion of such reconstruction the amount of the cost and expense incurred by the District Company in and about such reconstruction or necessarily consequent thereon and also a sum equal to the value of the land taken for such reconstruction and widening regard being had to the loss of rental value to the District Company of and in connection with such land such sum failing agreement to be settled by arbitration And the council shall refund to the District Company any purchase money and compensation which may have to be paid to any lessee or tenant for and in connection with the acquisition of their interest in such land and the costs incurred in acquiring such interests :

(3) If in constructing Widenings Nos. 1 and 2 over the passage numbered on the deposited plans 4 in the borough the District Company interfere with the sewer under the said passage they shall

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relay such sewer to the reasonable satisfaction of the engineer of the council :

(4) So much of the abutment walls of the new bridges in the borough as will be under cover shall be lined by the District Company with brindle brick to a height not exceeding five feet from the footway level and above that height with white glazed bricks or at the option of the District Company with white glazed tiles and all such glazed bricks or tiles shall at all times be maintained by the District Company :

(5) Before constructing a retaining wall in place of the slope of the embankment facing Acton Green the District Company shall submit to the council the plan of such retaining wall and shall remove the shrubs and trees now existing on such part of the said embankment and shall if practicable replant them on the remaining portion of the embankment and shall replace any shrubs and small trees damaged by such removal and shall plant and thereafter maintain or renew at their own expense any additional shrubs and trees that may be reasonably required by the council and the District Company shall not place any advertisements on such retaining wall or embankment except with the consent of the council :

(6) The reasonable cost of all necessary supervision by the engineer of the council in respect of any work executed by the District Company to the approval of the council shall be borne and paid by the District Company :

(7) If any dispute shall arise between the District Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the District Company or the council and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :

(8) Subsection (7) of section 35 (For protection of Acton Urban District Council) of the District Act of 1910 is hereby repealed.

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For protection of Chiswick Urban District Council.

73. The following provisions for the protection and benefit of the Chiswick Urban District Council (in this section called "the council") shall notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the council and the Company have effect with respect to the works in the urban district of Chiswick authorised to be executed by this Part of this Act (that is to say) :—

(1) For the purpose of this section the expression "the Company" shall mean the Southern Company the District Company and the London Company or any of them :

(2) In constructing any widening of the bridge carrying the Kensington and Richmond Branch over the public road known as Prebend Gardens and numbered 18 on the deposited plans relating to the urban district of Chiswick the Company shall construct such widening over such road with an effective clear headway throughout of not less in any part than the effective clear headway under the existing bridge over such road and if the Company interfere with the sewer under such road they shall relay such sewer to the reasonable satisfaction of the engineer of the council :

(3) So much of any arch or abutment walls as may be constructed for the widening of the said bridge and as will be under cover shall be lined by the Company with brindle brick to a height not exceeding five feet from the footway level and above that height with white glazed bricks or at the option of the Company with white glazed tiles and all such glazed bricks or tiles shall at all times be efficiently maintained by the Company :

(4) If the District Company raise the portion of the retaining wall in the urban district of Chiswick facing the common known as Acton Green they shall temporarily remove any shrubs and trees that may be necessary during the carrying on of such work and during the raising of the existing embankment west of Turnham Green station in the urban district of Chiswick and on the completion of such work shall replant

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all such trees and shrubs on the embankment facing the open space or alternatively shall replace any damaged or dead trees and shrubs with new and shall further plant suitable creepers on the outside of the retaining wall and shall thereafter maintain with such additional trees shrubs or creepers as may reasonably be required by the council for the maintenance of the amenities of the common :

(5) The reasonable cost of all necessary supervision by the engineer of the council in respect of any work executed by the Company to the approval of the council shall be borne and paid by the Company :

(6) If any dispute shall arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Southern Company.

74. For the protection of the Southern Company the following provisions shall unless otherwise agreed in writing between the District Company and the Southern Company and notwithstanding anything contained in this Act or shown on the deposited plans and sections apply and have effect with respect to the widenings and the reconstruction alteration or improvement of the District Company's Charing Cross Station (that is to say) :—

(1) Except for the purpose of carrying the widenings over the Acton Junction Railway of the Southern Company in accordance with this section the District Company shall not for the purposes of the widenings acquire any rights over any land of the Southern Company or take use enter upon or interfere with either temporarily or permanently any of the lands or works of the Southern Company :

(2) With respect to any land of the Southern Company which the District Company are by this

Act authorised to enter upon take or use for the purpose of the widenings the District Company shall not purchase or take the same but the District Company may purchase and take and the Southern Company shall sell and grant accordingly an easement or right of using the same :

(3) The consideration to be paid for any easement or right acquired by the District Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

(4) Each of the widenings shall be carried over the Acton Junction Railway of the Southern Company by means of an arch or girder bridge with a clear headway throughout of fifteen feet at least above the level of the upper surface of the existing rails of the said railway and of a single span of sufficient width to enable the Southern Company to widen such railway at any future time by an additional line of rail on each side thereof with the clearances prescribed by the requirements of the Ministry of Transport:

(5) The District Company shall before they commence the construction or the structural alteration renewal or repair of so much of the widenings and all works in connection therewith as shall or may be over or in any way affect the property of the Southern Company (which portion of the widenings and works are in this section referred to as " the said works ") submit to the chief engineer of the Southern Company (in this section referred to as " the chief engineer ") for his reasonable approval plans sections detailed drawings and specifications of the said works proposed to be carried out by the District Company Provided that if the chief engineer shall for the space of twenty-eight days neglect or refuse to approve the said sections detailed drawings and specifications or shall disapprove the same then such plans sections detailed drawings and specifications shall be submitted to and approved by an engineer to be appointed

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as hereinafter provided The said works shall be constructed altered or renewed only according to such plans sections drawings and specifications as shall be approved or determined by arbitration as aforesaid and under the supervision of the chief engineer (if given) but at the expense in all respects of the District Company;

(6) Before the District Company commence the construction of the said works any temporary works which the chief engineer may reasonably require to ensure the safety of the railways and property of the Southern Company shall be provided and carried out by and at the cost of the District Company or the Southern Company may if they so elect themselves carry out such works for the District Company and the costs thereof and any reasonable expenses incurred in connection therewith (including any compensation or damages payable by the Southern Company whether at common law under the Fatal Accidents Act 1846 the Employers Liability or the Workmen's Compensation Acts or otherwise) shall be repaid by the District Company to the Southern Company on demand:

(7) The District Company shall before commencing the construction or the structural alteration renewal or repair of the said works give (except in cases of emergency) twenty-eight days' previous notice in writing to the chief engineer of their intention to commence the same and in case of emergency the District Company shall give the longest notice which they can reasonably give having regard to the urgency of the repairs to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out:

(8) The District Company shall at their own expense construct and at all times maintain the said works and any alteration or renewals thereof in substantial repair and good order and condition to the reasonable satisfaction in all respects of the chief engineer and so as to leave undisturbed at all times the railways works and property of the Southern Company and if and whenever the

District Company fail so to do after fourteen days' notice in writing to be given by the Southern Company to the District Company or in case of emergency the Southern Company may make and do in and upon as well the lands of the District Company as their own lands all such works and things as the chief engineer may think requisite and the sum from time to time certified by the chief engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the District Company on demand Provided always that in the event of any dispute between the District Company and the Southern Company as to the amount so certified such dispute shall be settled by arbitration as hereinafter provided :

(9) Notwithstanding the approval of plans sections and detailed drawings and specifications or supervision by or completion to the reasonable satisfaction of the chief engineer as aforesaid and notwithstanding the compliance by the District Company with the provisions of this section if during the execution of any of the works hereinbefore referred to the railways works or property of the Southern Company shall be injured or damaged such injury or damage may be forthwith made good by the Southern Company and the amount of their reasonable expenditure in that behalf shall be repaid to them by the District Company on demand :

(10) The District Company shall on demand pay to the Southern Company the reasonable expense (including any compensation or damages payable by the Southern Company whether at common law under the Fatal Accidents Act 1846 the Employers Liability or the Workmen's Compensation Acts or otherwise) of the employment by them during the construction alteration renewal or repair of the said works of such inspectors signalmen and watchmen to be appointed by them as may be reasonably necessary for preventing so far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of

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the District Company or their contractors or any persons in the employ of either of them with reference thereto or otherwise :

(11) The District Company shall not in making and maintaining the widenings in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railways and property of the Southern Company or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the railways of the Southern Company or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the District Company shall notwithstanding any approval as aforesaid pay to the Southern Company all reasonable costs and expenses to which that company may be put as well as full compensation for the loss sustained by them by reason of any such obstruction hindrance or interference :

(12) Notwithstanding anything in this Act provided or contained the District Company shall be responsible for and make good to the Southern Company all costs charges losses damages and expenses which may be occasioned to the said railways or other works or property of the Southern Company by reason of the construction existence alteration renewal maintenance or failure of the widenings or the works connected therewith or of any act or omission of the District Company or of any of the persons in their employ or of their contractors or others and the District Company shall effectually indemnify and hold harmless the Southern Company from all claims and demands upon or against them by reason of such construction alteration maintenance or failure or of such act or omission :

(13) If by reason of or during the construction of the widenings it shall become reasonably necessary in the opinion of the chief engineer to add to or alter any signal or any telephone telegraph or signal apparatus on the said railway of the Southern Company such work shall be executed by the Southern Company and the reasonable

expense thereof shall be repaid to them by the District Company :

(14) In reconstructing altering or improving their Charing Cross station or station premises under or adjoining the existing bridge of the Southern Company the District Company shall not in any way interfere with the structure of that bridge or with the columns or foundations thereof and any expense in the maintenance of that bridge and the cost of any damage thereto occasioned to the Southern Company by reason of the reconstruction alteration or improvement of the said station or any works in connection therewith shall be borne and paid by the District Company :

(15) Except as in subsection (3) of this section otherwise provided any difference which shall arise under this section between the District Company and the Southern Company or their respective engineers shall be referred to and settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration.

PART V.

POWER TO THE METROPOLITAN DISTRICT RAILWAY COMPANY IN RELATION TO CAPITAL.

75.—(1) If the District Company raise—

As to issue of second preference stock.

(*a*) the sum of nine hundred thousand pounds (being the balance of the sum of one million two hundred thousand pounds authorised by section 70 (Power to raise additional capital) of the District Act of 1897 to be raised by the District Company);

(*b*) the sum of nine hundred thousand pounds authorised by subsection (1) of section 38 (Power to raise additional capital) of the Metropolitan District Railway Act 1906 to be raised by the District Company; and

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(*c*) the sum of thirty thousand pounds (being the amount of the District Company's subscription to the Whitechapel and Bow Railway Company) authorised by section 8 (Creation of new capital by the two companies) of the Whitechapel and Bow Railway Act 1905 to be raised by the District Company

or any or any part of those sums by preference stock the District Company may create and issue the same with a fixed preferential dividend at such rate per annum as it thinks fit and may with the sanction of not less than three-fourths in nominal value of the holders of the existing second preference stock of the District Company present in person or by proxy at a meeting of the holders of that stock specially convened for the purpose issue the same as second preference stock ranking for dividend pari passu with the existing second preference stock of the District Company but except with such sanction the said preference stock shall rank for dividend next after the existing second preference stock of the District Company but notwithstanding anything contained in any former Act shall in either case confer on the holders thereof the same privileges and advantages for the purpose of voting at meetings of the District Company as the holders of the existing preference stocks of the District Company have.

(2) Subsection (2) of the said section 38 of the Metropolitan District Railway Act 1906 is hereby repealed and section 4 (As to raising additional capital by preference stock) of the Metropolitan District Railway Act 1905 shall cease to apply to the sum of thirty thousand pounds mentioned in paragraph (*c*) of subsection (1) of this section.

District Company may create and issue redeemable debenture and preference stocks and redemption thereof.

76.—(1) The directors of the District Company may from time to time by virtue of this Act and without further or other sanction or authority create and issue—

(*a*) any unissued debenture stock which the District Company is by the District Act of 1920 authorised to create and issue; and

(*b*) any unissued preference stock which the District Company is by any former Act authorised to issue and any preference stock which the

District Company is authorised under this Part of this Act to issue as second preference stock or any part thereof respectively so as to be redeemable either at par or at such premium (not exceeding five per centum) and at such dates or in such events and on such terms and conditions and in such manner as such directors may determine at or before the issue thereof.

(2) The District Company may if the terms of issue so provide (i) call in and pay off at any time before the fixed date of redemption thereof the whole or any part of any redeemable debenture or redeemable preference stock and (ii) redeem in all or any of the following ways the whole or any part of any redeemable debenture or redeemable preference stock so issued viz. either (*a*) by paying off the same or (*b*) by purchasing the same in the market or by tender at any price not exceeding the redemption price thereof or (*c*) by issuing to any holder thereof subject to his consent other debenture stock or preference stock as the case may be either redeemable or not redeemable in substitution therefor Any debenture stock or preference stock so paid off or redeemed shall be cancelled.

(3) The District Company may for the purpose (*a*) of paying off debenture stock or preference stock issued by it under the powers of this Part of this Act as redeemable debenture stock or redeemable preference stock or (*b*) of replacing capital moneys applied under the section of this Act of which the marginal note is "District Company may apply capital moneys in purchase of redeemable stocks" in the purchase of redeemable debenture stock or redeemable preference stock or (*c*) of providing substituted debenture stock or substituted preference stock (as the case may be) create and issue new debenture stock or new preference stock which may respectively be either redeemable or irredeemable :

Provided always that the new debenture stock so created and issued by the District Company shall not with the total nominal amount of the debenture stock (both redeemable and irredeemable) from time to time issued by the District Company and outstanding exceed the total nominal amount of the debenture stock which the District Company is for the time being authorised to

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create (except during the necessary interval between the creation of the new stock and the redemption of the old stock) and that unless any subsequent Act of Parliament otherwise authorises the new debenture stock so created and issued by the District Company shall be created and issued as debenture stock ranking in the same manner in all respects as the debenture stock for or in respect of which such new debenture stock is created and issued under the provisions of this section :

Provided also that the powers of the District Company of borrowing or borrowing on mortgage or by the creation and issue of debenture stock shall not by reason of section 34 of the Companies Clauses Act 1863 be cancelled by the creation and issue of redeemable debenture stock under any of the provisions of this section :

Provided further that the new preference stock so created and issued shall not make the total nominal amount of preference stock (both redeemable and irredeemable) from time to time issued by the District Company and outstanding exceed the total nominal amount of preference stock which the District Company is for the time being authorised to create and issue (except during the necessary interval between the creation of the new stock and the redemption of the old stock) and that unless any subsequent Act otherwise authorises the new preference stock so created and issued by the District Company shall rank in the same manner in all respects as the preference stock for or in respect of which such new preference stock is created and issued under the provisions of this section.

(4) The provisions of the Companies Clauses Consolidation Act 1845 with respect to the distribution of the capital of the District Company into shares the transfer and transmission of shares the payment of subscriptions and the means of enforcing the payment of the calls the forfeiture of shares for non-payment of calls the making of dividends and the general meetings of the District Company and the exercise of the right of voting by the shareholders as well as Part II. (relating to additional capital) except the provisions thereof which limit the rate of dividend on preference capital of the Companies Clauses Act 1863 as amended by subsequent Acts are respectively herein incorporated and shall extend and apply to all such preference stock as aforesaid.

(5) If the District Company deposits any debenture stock or preference stock (whether respectively redeemable or not) to secure advances from time to time on current account or otherwise such debenture stock or preference stock shall not be taken to have been redeemed by reason only of the account of the District Company having ceased to be in debit whilst such debenture stock or preference stock remains so deposited.

(6) Nothing in this section shall affect the powers of the District Company or the directors of the District Company to exercise from time to time the powers conferred by the District Act of 1920 and section 6 of the District Act of 1915 incorporated therewith in relation to the issue of redeemable debenture stock under the said Act of 1920.

District Company may apply capital moneys in purchase of redeemable stocks.

77. Any capital moneys which the District Company now or at any time hereafter has in its hands and which may not be required for any purpose to which the same are made specially applicable by the Act or Acts by which they are authorised to be raised may if the directors of the District Company think fit be at any time applied in the purchase of any redeemable debenture stock or redeemable preference stock in the market or by tender at any price not exceeding the redemption price thereof Any debenture stock or preference stock so purchased shall be cancelled.

District Company may form fund for redemption of redeemable debenture or preference stock.

78.—(1) The District Company may from time to time set aside out of revenue after providing for the payment of interest on any loan or on any debenture stock or any dividend or interest on any rentcharge stock or guaranteed stock or on any preference stock of the District Company and for other fixed charges and obligations such sums as it may respectively consider proper for the purpose of forming a fund for the redemption at maturity of any debenture stock or preference stock issued or which may be issued by the District Company and which under the conditions of the creation and issue thereof is to be redeemed wholly or partly in cash and may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being securities of the District Company except as hereinafter provided)

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in which the District Company may be authorised to invest those sums by a resolution passed at a general meeting of the District Company.

(2) Any sums so set apart shall be applied for the redemption at maturity of any debenture stock or preference stock for the redemption of which they have been set apart but may if the directors of the District Company think fit be also at any time applied in the purchase in the market or by tender or in any other way of any such stock at any price not exceeding the redemption price and any debenture stock or preference stock so purchased shall be cancelled.

(3) All sums so set apart shall be shown in Account No. 9 (Proposed appropriation of net income) of the accounts and returns prepared by the District Company pursuant to the provisions of the Railway Companies (Accounts and Returns) Act 1911.

Receipt in case of person not sui juris.

79. If any money is payable to a stockholder or debenture stockholder of the District Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the District Company.

Directors may exercise capital powers.

80. Notwithstanding anything contained in any former Act relating to the District Company or in this Act or in any Act incorporated with such Acts the directors of the District Company may from time to time by virtue of this Act and without further or other sanction or authority exercise the powers which are conferred on the District Company by this Part of this Act but nothing in this section shall be deemed to limit the powers of such directors to exercise on behalf of the District Company the powers conferred by any other section of this Act.

Application of funds by District Company.

81. The District Company may apply to the purposes of this Act relating to it or to the general purposes of its undertaking being in all cases purposes to which capital is properly applicable any of the moneys which it now has in its hands or which it has power to raise by shares stocks or debenture stocks or borrowing by virtue of any Act relating to the District Company and which may not be required for the purposes to which they are by any such Act made specially applicable.

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Power to pay interest out of capital during construction.

82. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the District Company may out of any money by any Act relating to the District Company authorised to be raised pay interest at such rate as the directors may determine to any shareholder or stockholder on the amount from time to time paid up on the ordinary or preference shares or stock created or authorised to be created by any such Act and issued under any such Act held by him from the respective times of such payments until the expiration of a period of five years from the passing of this Act or such less period as the directors of the District Company may determine but subject always to the conditions hereinafter stated (that is to say):—

(*a*) No such interest shall begin to accrue on any of the ordinary or preference shares or stock aforesaid which shall from time to time be issued by the District Company until the District Company shall have deposited with the Minister of Transport a statutory declaration by two of the directors and the secretary of the District Company that two-thirds at least of the ordinary or preference shares or stock so issued in respect of which such interest is proposed to be paid has been actually issued and accepted and is held by share or stock holders who or whose executors administrators or assigns are legally liable for the same;

(*b*) No such interest shall accrue in favour of any holder of such ordinary or preference shares or stock as aforesaid for any time during which any call on any of his said ordinary or preference shares or stock is in arrear;

(*c*) The aggregate amount to be so paid for interest shall not exceed twenty-five thousand pounds;

(*d*) Notice that the District Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the District Company inviting subscriptions for such ordinary or preference shares or stock as aforesaid;

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(*e*) The annual accounts of the District Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest shall be paid out of any stock or share or loan capital which the District Company is by any Act authorised to raise to any stockholder or shareholder on the amount of the calls made in respect of the ordinary or preference shares or stock held by him but nothing in this Act shall prevent the District Company from paying to any holder of ordinary or preference shares or stock such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Interest on debenture stock.

83. The District Company may charge to capital account the interest accruing during a period of five years from the passing of this Act or such less period as the directors may determine on all money raised by borrowing or by mortgage or by the issue of debenture stock under the District Act of 1920.

PART VI.

GENERAL PROVISIONS APPLICABLE TO TAKING OF LANDS AND CONSTRUCTION OF WORKS.

Application of this Part of Act and further interpretation.

84. This Part of this Act shall so far as applicable apply to the taking and user of lands and easements and to the execution of works under the powers of this Act to the respective Companies upon whom powers for those purposes are conferred by this Act and in this Part of this Act the expressions "the Company" and "the works" wherever used respectively mean—

In relation to Part II. "Construction of works by and powers to the London Electric Railway Company" the London Company and the subway.

In relation to Part IV. "Construction of works by and powers to the Metropolitan District Railway Company and other Companies" the District Company and the London Company

or either of them or the Southern Company as the case may be and the widenings and other works thereby authorised.

Period for compulsory purchase of lands.

85. The powers of the Company for the compulsory purchase of lands and easements for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

As to private rights of way over lands taken compulsorily.

86. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to Company to enter upon property for survey and valuation.

87. The Company and its surveyors solicitors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours and afterwards from time to time twelve hours previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them or any lands houses and buildings which may be affected by the construction of the subway and the widenings as the case may be for the purpose of surveying inspecting and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of arbitration &c. in certain cases.

88. The tribunal to which any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving such sufficient particulars and in such sufficient time as aforesaid has been delivered and that the Company has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant

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Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if it objects to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in case of recently altered buildings acquired by Company.

89. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and twenty-five if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

For protection of London Council.

90. The following provisions shall unless otherwise agreed between the London Company and the London Council or the District Company and the London Council as the case may be apply and have effect for the protection of the London Council (that is to say) :—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the London Company shall not in exercising the powers of the sections of this Act of which the marginal notes are respectively "Power to London Company to make subway and works" "Lands and easements for extension &c. of Camden Town Station" and "Breaking up surface of streets

and permanent openings therein" construct any permanent opening in the carriageway or footway of any street except with the consent of the London Council and subject to such terms and conditions as the London Council may impose :

(2) Except as expressly provided in this Act it shall not be lawful for the District Company under the powers of this Act to encroach upon any part of the surface of any street or footway in the county of London or without the consent of the London Council as regards any street within the said county to erect any building beyond the general line of building in any street :

(3) The London Company and the District Company or either of them shall not construct under any street or roadway in the county of London any part of the works by this Act authorised which will be within twenty-five feet of the surface of such street or roadway except in accordance with plans and sections submitted to and approved by the London Council such approval not to be unreasonably withheld :

(4) The London Company shall not in making maintaining working or using the works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the London Council or any traffic on such tramways and if at any time hereafter the free uninterrupted and safe user of the said tramways or any traffic thereon is obstructed hindered or interfered with the London Company shall pay to the London Council such damages as the London Council may sustain by reason thereof :

(5) Notwithstanding anything contained in this Act or shown on the deposited plans the London Company shall not without the consent of the London Council construct or erect in connection with the subways authorised by this Act any building structure or erection in or on any street or footway above the surface of the ground :

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(6) The London Company shall not without the consent of the London Council make any connection or communication between the subways authorised by this Act and any building other than a building or any portion of a building used by the London Company for railway purposes :

(7) The entrances or exits to or from the subways authorised by this Act or any station constructed or reconstructed by the London Company under the powers of this Act from or to any public street shall be so designed and of such extent as to secure the least practicable inconvenience to the public traffic in such street and before the works are commenced plans thereof shall be submitted to the London Council for their approval :

(8) Any difference arising between the London Company or the District Company and the London Council under subsections (1) (3) (4) and (7) of this section shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Westminster City Council.

91. For the protection of the city council the following provisions shall unless otherwise agreed in writing between the London Company or the District Company as the case may be and the city council have effect (that is to say) :—

(1) For the purposes of this section the expression "the Company" means in relation to Part II. of this Act the London Company and in relation to Part IV. of this Act the District Company :

(2) The Company shall not under the powers of this Act enter upon or open up any part of the surface of any street in the city of Westminster (in this section called "the city") or cart away soil in the city except in either case upon such conditions as may be agreed between the Company and the city council or failing agreement as may be determined by arbitration and except under the supervision of the engineer of the city council and the Company shall give to the city council not less than fourteen days' previous

notice in writing of their intention to enter upon interfere with or open up the surface of any such street :

(3) The Company shall repay to the city council all reasonable expenses incurred by the city council in executing any necessary alterations or reconstructions reasonably required by the city council of any roadways footways refuges sewers drains pipes lamp columns or other property of the city council consequent on the execution by the Company of the works authorised by this Act Any such works of alteration or reconstruction shall be executed by the city council with all reasonable dispatch :

(4) The Company shall not deposit any subsoil or materials anywhere within the city so as to cause any nuisance or obstruction to any person using the streets roads or footways within the city :

(5) The Company shall make full compensation to the city council for any loss or damage suffered by the city council by reason of the subsidence of or damage to any road or footway sewer drain or other work vested in or under the jurisdiction or control of the city council which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of the said works by the Company or at any time thereafter :

(6) Where any part of any road or footway in the city shall have been broken up or disturbed by the Company under the powers of this Act the Company shall make good the subsoil foundations and surface of such road or footway to the reasonable satisfaction of the city council Provided always that the reinstatement of any road or footway broken up or disturbed by the Company shall in the first instance be of a temporary nature only and the permanent reinstatement of any such road or footway shall be carried out by the city council at the cost of the Company :

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(7) In connection with the works by this Act authorised it shall not be lawful for the Company to place any hoarding in any part of any public road or footway in the city except in such position and of such extent as shall be agreed with the city council or failing agreement determined by arbitration and for such periods as shall be reasonably necessary for carrying out the said works and no such hoardings shall be erected except under the provisions of the Metropolis Management Act 1855 and the London Building Act 1894 and any Act or Acts amending the same:

(8) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any street hoarding which may be erected during and for the purposes of the construction of works authorised by this Act any placards or advertisements or signs except such as shall have been approved in writing by the town clerk or other duly authorised officer of the city council which approval shall not be unreasonably withheld but this subsection shall not prevent the Company from exhibiting placards or advertisements giving information to the public as to the traffic of the Company and of the companies associated with it or general information in connection therewith and with the undertakings of such companies:

(9) The Company shall not alter or in any way interfere with any refuge sewer drain pipe lamp column or other property vested in the city council without the previous consent in writing of the city council which shall not be unreasonably withheld:

(10) It shall not be lawful for the Company to remove any soil or material from under any road within the city except such as must be excavated in the carrying out of the works by this Act authorised:

(11) All tunnels arches and other works shall be constructed and maintained by the Company

in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the city but also any steam roller or other apparatus that the city council or its contractors for the time being may use for repairing the streets or roadways under its control and the Company shall indemnify the city council against and make good to it all costs and expenses that the city council may reasonably incur or be put to by reason of any defect or insufficiency in strength in any tunnels arches or works or any neglect to properly and effectually maintain the same as aforesaid or in the construction or user of the works by this Act authorised:

(12) The Company may construct open and maintain windows overlooking and doorways leading into the footpath or way over and across its railway at the eastern end of its Charing Cross Station Provided that no such windows shall be shop windows or windows for the display of goods or advertisements that no such doorways shall be used as entrances or exits for passengers to and from the station and that no door or window shall be made so as to open outwards over the footpath Provided further that no building shall be constructed over the footpath at a less height than twelve feet above the surface thereof and that the said footpath shall be lighted and maintained by the Company to the satisfaction of the city council:

(13) In case of difference between the four Companies or any of them and the city council as to whether any public right of way was in existence at the time of the service of a notice upon the city council under the provisions of the section of this Act of which the marginal note is "As to rights of way over roads and footpaths" the same shall be referred to the arbitration of a person to be agreed between the Companies or any of them and the city council and failing agreement to be appointed by the High Court and should the result be

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adverse to the four Companies or any of them no such notice as is mentioned in that section shall be exhibited:

(14) Subject to the provisions of the preceding subsection any matter to be determined by arbitration under this section and any difference which shall arise between the city council or its engineer and the Company under any of the provisions of this section shall be referred to an engineer to be agreed on between the Company and the city council or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

(15) The provisions of any Act incorporated with this Act which are inconsistent with the provisions of this section shall not apply in the city.

PART VII.

GENERAL PROVISIONS RELATING TO THE LONDON ELECTRIC METROPOLITAN DISTRICT CENTRAL LONDON AND CITY AND SOUTH LONDON RAILWAY COMPANIES.

Power to acquire leasehold interests and use lands held on lease.

92. Any of the four Companies may acquire by agreement and hold for the purposes of its undertaking any interest less than the fee simple in any lands or any interest in or any easement in through under or over any lands which it is authorised to acquire under the powers of this Act or any former Act relating to it.

Agreements between four Companies.

93. The four Companies or any two or more of them may from time to time enter into and carry into effect vary and rescind any arrangement or agreement relating to their respective undertakings and the working management and maintenance thereof and in particular with reference to the supply of electric current stores and other materials for their respective undertakings the laying of cables and wires along their respective railways the user of stations subways passages escalators and other works offices and buildings the interchange maintenance and repair of cars rolling stock and other equipment the user of any repairing depots car sheds sidings roads

or premises works or conveniences of any of the four Companies and the payments to be made in respect of any of the above matters.

For protection of Postmaster-General.

94.—(1) Nothing in any arrangement or agreement made under the authority of the last preceding section of this Act shall affect the rights of His Majesty's 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 the respective undertakings of the three Companies and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such arrangement or agreement be at liberty to exercise all the rights aforesaid notwithstanding that the said undertakings or any part thereof are worked by the District Company as freely and fully in all respects as he was entitled to do before the making of any such arrangement or agreement.

(2) Any arrangement or agreement made in pursuance of the last preceding section as to any supply of electric current or the laying of cables and wires shall be subject to any provisions for the protection of the telegraphic lines of the Postmaster-General in respect of the use of electrical power which may be contained in any Act relating to the railways of the respective Companies entering into such arrangement or agreement and such provisions shall extend and apply to such supply and to the exercise of any of the powers conferred by and any works constructed under any such arrangement or agreement.

(3) Subsection (4) of section 12 of the District Act of 1901 and subsection (2) of section 76 of the London Act of 1902 shall be read and have effect as if the words "generated or used by or supplied to the Company" were inserted in those subsections in substitution for the words "generated by the Company."

Stone throwing on railway.

95.—(1) Any person who shall unlawfully throw or cause to fall or strike at against into or upon any motor engine tender carriage or truck used upon or any works or apparatus upon any of the railways and sidings now or hereafter belonging or leased to or worked by the four

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Companies or any of them solely or in conjunction with any other company or companies or belonging or leased to or worked by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the four Companies or any of them may be represented any matter or thing likely to cause damage or injury to persons or property shall on conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment.

(2) Where the person charged under this section is a male under the age of fourteen years the court of summary jurisdiction before whom the offender is charged shall on conviction have the same powers as are conferred upon it by subsection (1) (*d*) of section 10 of the Summary Jurisdiction Act 1879.

For better prevention of trespass on railway.

96.—(1) Any person who shall trespass upon any of the lines of railway or sidings now or hereafter belonging or leased to or worked by the four Companies or any of them solely or in conjunction with any other company or companies or belonging or leased to or worked by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the four Companies or any of them may be represented or who shall trespass upon any other railway property belonging leased or worked as aforesaid in dangerous proximity to live electrical apparatus used for or in connection with the working of the railway shall on summary conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment.

(2) No person shall be subject to any penalty under this section unless it shall be proved to the satisfaction of the court before which complaint is laid that public warning has been given to persons not to trespass upon the railway by notices clearly exhibited and that one or more of such notices has been affixed at the station on

that railway nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed.

As to rights of way over roads and footpaths.

97. From and after the passing of this Act no right of way as against the four Companies or any of them shall be acquired by prescription or user over any road or footpath now or hereafter the property of the four Companies or any of them and forming an access or approach to any station of the four Companies or any of them nor shall a dedication to the public of any such road or footpath be presumed by reason of any user thereof by the public if and so long as the four Companies or any of them as the case may be maintain in some conspicuous position in such road or footpath a notice stating that the same is a private road or footpath :

Provided that no such notice shall be effective for the purposes of this section unless at least one month before it is first exhibited the four Companies or any of them give notice in writing of its intention to maintain any such notice (accompanied by a copy of this section) to the council of the metropolitan borough borough or urban or rural district in which the road or footpath to which the notice relates is situate and in addition where it is situate in a rural district to the parish council or chairman of the parish meeting of the parish concerned and where situate elsewhere than in a metropolitan borough borough or urban district to the council of the county in which the road or footpath to which the notice relates is situate Provided also that nothing in this section shall prejudice or affect any public right of way in existence prior to the first exhibition of any such notice.

As to private street expenses in certain cases.

98.—(1) The four Companies or any of them shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by them or any of them under or in pursuance of the powers or for the purposes of this Act (*a*) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (*b*) which shall at the time of the laying out of such street be used by the four Companies

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or any of them solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the four Companies or any of them would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the four Companies or any of them and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be.

(3) In the event of the four Companies or any of them subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the four Companies or any of them would in the first instance have been liable to pay.

(4) The urban or rural authority as the case may be shall divide among the owners for the time being other than the four Companies or any of them the amount so paid by the four Companies or any of them to the urban or rural authority as the case may be less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

Power to lease &c. lands.

99. Notwithstanding anything to the contrary contained in the Lands Clauses Acts or any Act relating to the three Companies or any of them the three Companies shall not nor shall any of them be required to sell or dispose of any lands or premises which from time to time have been purchased or acquired by the three Companies or any of them or any company whose undertaking now forms part of the respective undertakings of the three Companies or any lands or premises acquired by the three Companies or any of them under the powers of this Act and which lands or premises are not immediately or may not hereafter be required for the purposes of the respective undertakings of the three Companies or any of them but the three Companies or any of them may

retain hold and use or may sell mortgage demise lease or otherwise dispose of such lands and premises or any part or parts thereof or any rights or easements thereon therein or thereover whether on or over the surface of the ground and whether separated by horizontal vertical or other boundary lines.

Extending power to purchase additional lands by agreement.

100. Subject to the provisions of this Act the four Companies or any of them may from time to time in addition to the lands authorised to be compulsorily taken by them for the purposes of this Act or of the several Acts from time to time relating to their respective undertakings contract with any party willing to sell or lease the same for the purchase or lease of any lands for any of the purposes stated in section 45 of the Railways Clauses Consolidation Act 1845 or for the purpose of complying with the provisions of the Housing of the Working Classes Act 1903 or any statutory modification thereof.

Substitution of card index for shareholders address book.

101.—(1) Notwithstanding anything contained in section 10 of the Companies Clauses Consolidation Act 1845 as from time to time applied to the four Companies or any of them each of the four Companies may substitute for the shareholders address book provided by it under that section a card or other index (of a type to be approved by the auditors of that Company) containing the names and addresses of the several shareholders of that Company and that section in its application to each of the four Companies shall be read and have effect accordingly and when such card or other index has been so substituted by any of the four Companies section 34 of the Regulation of Railways Act 1868 shall cease to apply to that Company Provided that the charge made for a copy of such card or other index shall not exceed the sum of ten pounds.

(2) If any of the four Companies acts in contravention of section 10 of the Companies Clauses Consolidation Act 1845 as varied by this section such Company shall be liable for each offence to a penalty not exceeding twenty pounds which shall be recoverable and applied in the same manner as penalties imposed by the Railways Clauses Consolidation Act 1845 are for the time being recoverable and applicable.

(3) Section 74 (Inspection and copies of shareholders address book) of the London Act of 1923 section 39 (Inspection and copies of shareholders address books) of

A.D. 1926. the District Act of 1924 and section 76 (Inspection and copies of shareholders address book) of the City Act of 1923 are hereby repealed.

Power to strike balances for dividend and interest.

102.—(1) The respective directors of the four Companies may fix a date for striking the balances for dividend on the rentcharge guaranteed preference and ordinary stocks of the four Companies respectively not being more than thirty-seven days before the day on which the dividend is to be declared and for striking the balances for interest on the respective debenture stocks of the four Companies on any day not being more than twenty-one days before the day on which such interest is proposed to be paid Provided that seven days' notice of the date so fixed shall be given by advertisement in a newspaper published in London and the dividend or interest shall be payable to the persons whose names are registered in the respective books of the four Companies on the date so fixed.

(2) No proprietors other than those whose names are registered in the respective books of the four Companies on the date so fixed shall be entitled to attend or vote at or be deemed to be on the respective registers of the four Companies for the purposes of the respective ordinary meetings of the four Companies at which the dividend on any such stock is to be declared or any extraordinary meeting held at any time after the balance is struck up to and including the day on which such ordinary meeting is held.

Power to Southern and City Companies to apply funds.

103. The Southern Company and the City Company respectively may apply to any of the purposes of this Act in which they are interested and to which capital is properly applicable any moneys which they now have in their hands or which they may be authorised to raise by any of the Acts relating to the said companies respectively and which may not be required for the purposes to which they are by those Acts or any of them made specially applicable.

PART VIII.

MISCELLANEOUS.

Deposit for future Bills

104. The London Company and the District Company respectively shall not out of any money by this Act

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authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the London Company or the District Company or either of them solely or jointly to construct any other railway or to execute any other work or undertaking.

not to be paid out of capital.

Provision as to general Railway Acts.

105. Nothing in this Act contained shall exempt any Company upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act 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 such companies or any of them.

Crown rights.

106. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the four Companies or any of them to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands without the consent in writing of those Commissioners on behalf of His Majesty first had and obtained for that purpose.

Costs of Act.

107. 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 four Companies in such proportions as shall be agreed between them or failing agreement settled by an arbitrator appointed upon the application of any of such Companies by the Minister of Transport and the Arbitration Act 1889 shall apply to any such arbitration.

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The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

MARGINAL NOTES AND NUMBERS OF SECTIONS OF THE LONDON ACTS OF 1893 1902 1903 AND 1923 WHICH ARE INCORPORATED WITH THIS ACT.

Marginal Note of Section.	No. of Section.
THE LONDON ACT OF 1893.	
Persons authorised to convey lands may grant easements	33
No ventilators &c. to be made in roadways or footways	39
Provision as to cellars under streets not referenced	40
Conditions to be observed in opening road for boring purposes	41
As to carting materials and soil	42
For the protection of sewers of the council	44
Inspection of works by council	46
Walls of buildings to be made good	47
Exhibition of placards in the county of London	50
For the protection of the sewers of district boards and vestries	51
For protection of the Gas Light and Coke Company	59
Company empowered to underpin or otherwise strengthen houses near railway	73
Agreements with council and local authorities	89
THE LONDON ACT OF 1902.	
Plans &c. to be approved by Board of Trade before works commenced	10
As to unsightly hoardings	19
Buildings not to be brought beyond general line &c.	20
Objects of interest to be at disposal of London County Council	21
Application of London Building Acts	29
Amending sections 50 and 51 of Act of 1893	33
General provisions for protection of water gas hydraulic power and telephonic companies or undertakers under any Electric Lighting Order	67
For protection of Postmaster-General	76

Marginal Note of Section.	No. of Section.	A.D. 1926.
THE LONDON ACT OF 1903.		
Power to hold sell &c. lands	23	
THE LONDON ACT OF 1923.		
Compensation for damage by working	24	

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS MAY BE TAKEN BY THE LONDON ELECTRIC RAILWAY COMPANY.

Area.	Nos. on deposited Plans.
City and metropolitan borough of Westminster	1 2 3 4 5 6 7.
Metropolitan borough of St. Pancras	5 6 7 8 9 10 16 17 18 19 31 32.
Metropolitan borough of Southwark	1 2 3 4 5 6 7 8 9 11 12.

THIRD SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN BY THE LONDON ELECTRIC RAILWAY COMPANY.

Where Situate.	Nos. on deposited Plans.
Metropolitan borough of Southwark	2 3 4 5 6 7 8.
Metropolitan borough of St. Pancras	5 6 7 8 9 10 11 16 17 18 19 31 32.

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FOURTH SCHEDULE.

DESCRIBING PROPERTIES UNDER OR OVER WHICH EASEMENTS MAY BE TAKEN BY THE METROPOLITAN DISTRICT RAILWAY COMPANY AND THE LONDON ELECTRIC RAILWAY COMPANY OR EITHER OF THEM OR THE SOUTHERN RAILWAY COMPANY.

Area.	Nos. on deposited Plans.
LANDS AND EASEMENTS AT ST. JAMES'S PARK STATION.	
City and metropolitan borough of Westminster - - - -	20.
LANDS AND EASEMENTS AT STAMFORD BROOK STATION.	
Urban district of Chiswick - -	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 19.

FIFTH SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN BY THE METROPOLITAN DISTRICT RAILWAY COMPANY AND THE LONDON ELECTRIC RAILWAY COMPANY OR EITHER OF THEM OR THE SOUTHERN RAILWAY COMPANY.

Area.	Nos. on deposited Plans.
WIDENING No. 1.	
Borough of Acton - - -	7 8 9 10 11 13 17 19 20 21 22 27 28.
Urban district of Brentford - -	7 8 9 10 13 18 19.
Borough of Ealing - - -	5.
WIDENING No. 2.	
Borough of Acton - - -	7 8 9 10 11 13 17 19 20 21 22 27 28.
Urban district of Brentford - -	7 8 9 10 13 18 19.
Borough of Ealing - - -	5 6 8.

Area.	Nos. on deposited Plans.	A.D. 1926.
Lands and Easements at Stamford Brook Station.		
Urban district of Chiswick - -	5 6 7 8 9 10 11 12 13 14 15 16 17 19.	

SIXTH SCHEDULE.

Marginal Notes and Numbers of Sections of the District Acts of 1897 1901 and 1903 which are incorporated with this Act.

Marginal Note of Section.	Number of Section.
District Act of 1897.	
Walls of buildings to be made good - - - -	36
As to exhibition of placards within county of London -	38
General provisions for protection of water gas hydraulic power and electric companies - - - -	40
Deposit of objects of interest - - - - -	53
Company empowered to underpin or otherwise strengthen houses near railway - - - -	58
Provisions as to use of electric power - - - -	87
District Act of 1901.	
For protection of Postmaster-General - - - -	12
District Act of 1903.	
Protection of gas and water mains of local authorities -	7
Company not liable to repair surface of road level of which is not permanently altered - - - -	8
Application of London Building Acts - - - -	26
Persons under disability may grant easements &c. -	40
Power to Company to build sell let deal use or dispose of shops buildings &c. - - - - - -	95

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SEVENTH SCHEDULE.

AN AGREEMENT made the tenth day of June one thousand nine hundred and twenty-six between THE SOUTHERN RAILWAY COMPANY (hereinafter called "the Southern Company") of the first part THE METROPOLITAN DISTRICT RAILWAY COMPANY (hereinafter called "the District Company") of the second part and THE LONDON ELECTRIC RAILWAY COMPANY (hereinafter called "the London Company") of the third part.

WHEREAS Plan A shows the existing lines of railway on the portion of the Kensington and Richmond Railway of the Southern Company between Studland Road and a point west of Turnham Green Station as altered and reconstructed under the provisions of the Metropolitan District Railway Act 1910 and of an agreement made the eleventh day of April one thousand nine hundred and ten between the District Company and the London and South Western Railway Company (whose undertaking is now vested in the Southern Company) which agreement was scheduled to and confirmed by the said Act the lines of railway coloured brown and yellow on the said plan being the property of the Southern Company and the lines of railway thereon coloured blue being the property of the District Company and the boundary of the property of the Southern Company being shown thereon by a green verge line :

And whereas under the provisions of the said Act and agreement the District Company have on the terms and conditions therein mentioned the exclusive right in perpetuity (for themselves and subject as therein mentioned for the railway companies therein referred to) to run over work and use the lines of railway coloured yellow on plan A and certain other rights including the right to lay cables along certain portions of the Kensington and Richmond Railway :

And whereas under the provisions of the said Act and agreement and subject to the terms and conditions therein contained the Midland Railway Company had the right to run over work and use certain portions of the lines of railway coloured brown yellow and blue on plan A and such right is now vested in the London Midland and Scottish Railway Company (hereinafter called "the Midland Company") and the Metropolitan Railway Company and the Great Western Railway Company have certain rights to run over work and use certain portions of the lines of railway coloured brown on the said plan :

And whereas by section 43 of the Metropolitan District Railway Act 1875 the District Company have the right to run

over and use for the purposes of passengers and coaching traffic the portion of the Kensington and Richmond Railway between Studland Road Junction and Richmond terminus station including that station :

And whereas by section 40 of the Metropolitan District Railway Act 1877 it is enacted that the District Company may run over and use the portions therein described of the Kensington and Richmond Railway :

And whereas the District Company and the London Company are desirous that connecting lines of railway should be made to enable the trains of the London Company which now run to the Broadway Hammersmith to run on to the Kensington and Richmond Railway and the London Company propose to afford such communication by the construction of the two railways at Hammersmith authorised by the London Electric Railway Act 1913 and therein described as Railways Nos. 6 and 7 extending from a junction with certain of the lines of the Kensington and Richmond Railway near Galena Road to the lines of the District Company's existing railway at Broadway Hammersmith used by the London Company :

And whereas the District Company propose to widen a portion of their railway between a point near Turnham Green Station and Acton Town Station so as to provide four tracks thereon :

And whereas in connection with the construction of the above-mentioned railways and widenings the District Company and/or the London Company desire to carry out a scheme of works on the portion of the Kensington and Richmond Railway shown on plan B for—

(*a*) The alteration and re-arrangement of the tracks and other works including the station accommodation thereon ;

(*b*) The provision of additional tracks sidings and cross-over junctions ;

(*c*) The construction of junctions between the above-mentioned Railways Nos. 6 and 7 and the Kensington and Richmond Railway and for the construction of the other junctions shown on the said plan ;

(*d*) The provision of the necessary equipment for electrical traction to enable the trains of the District Company and/or the London Company to run over the tracks shown on plan B to and from Richmond terminus station and to and from places on the District Company's Railway westward of Turnham Green Station ;

(*e*) The alteration and provision of all necessary signalling apparatus and other equipment :

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Now it is hereby agreed by and between the parties hereto as follows :—

Interpretation.

1. In this agreement the following expressions shall where the context so admits bear the following meanings :—

"Plan A" and "plan B" mean the respective plans signed by Alfred Weeks Szlumper on behalf of the Southern Company and by Arthur Reginald Cooper on behalf of the District Company and the London Company on which plans the boundary of the property of the Southern Company is shown by a green verge line.

"Section No. 1" means the portion of the Southern Company's Kensington and Richmond Railway extending from near Galena Road Hammersmith to near Acton Lane.

"Section No. 2" means the portion of the said Kensington and Richmond Railway between the termination of Section No. 1 near Acton Lane and Richmond terminus station including the portion of that station now used by the trains of the District Company.

"The London Company" means the London Electric Railway Company as owners and in respect of any existing railway now belonging to or worked by that company and of any railway now authorised to be constructed by that company.

"The Junction Railways" means the before-mentioned Railways Nos. 6 and 7 authorised by and described in the London Electric Railway Act 1913 as partly shown on plan B.

Junction Railways.

2. The Junction Railways if and when constructed by the London Company shall be carried out in accordance with the provisions of section 32 of the London Electric Railway Act 1913.

Scheme of works.

3.—(1) The District Company and/or the London Company may at their own cost carry out the scheme of works shown on plan B.

(2) The works mentioned in the preceding sub-clause shall be carried out to the reasonable satisfaction of the Southern Company and no variation shall be made from the said scheme of works without the written consent of the Southern Company which consent shall not be unreasonably withheld.

Land.

4.—(1) Subject to the provisions of section 32 of the London Electric Railway Act 1913 the London Company shall acquire from the Southern Company any rights or easements in the property of the Southern Company that it may require for the construction of the Junction Railways.

(2) The Southern Company shall if requested so to do by the London Company in order to obtain possession of any arches required in the construction of the works exercise all powers under their agreements with the lessees tenants or occupiers of such arches in order to obtain possession thereof but any compensation payable to such persons shall be borne by the London Company.

(3) The Southern Company will permit the District Company and/or the London Company to use free of charge any land already belonging to the Southern Company required for altering or adapting any portions of the Kensington and Richmond Railway as shown on plan B The District Company and/or the London Company shall make good to the Southern Company any net loss of rents from arches or other property on land of the Southern Company so used arising out of the carrying out of such alterations or adaptations by reason of interference with such arches or other property thereby Forthwith after the carrying out of such alterations or adaptations such net loss shall be agreed between the parties hereto or determined by arbitration as hereinafter provided and shall take into account the letting value of such arches taken as a whole after the completion of such works and the additional cost (if any) to the Southern Company of maintaining such arches or property consequent upon the carrying out of such works.

(4) Nothing in this agreement shall vary the present ownership in the lands of the Southern Company or of the District Company but those companies may at the request of either of them enter into and carry into effect such agreements as to the exchange of lands as may be necessary as a result of carrying out the said works Provided that nothing in this agreement contained shall impose any obligation upon either company to enter into such agreements.

As to agreements in First Schedule.

5. As and from the date at which the works mentioned in Article 3 hereof are completed and opened for traffic the award and agreements mentioned in the First Schedule hereto shall to the extent to which they are varied by and are inconsistent with the terms of this agreement cease to operate and have effect and the provisions of this agreement shall take effect to such extent in lieu thereof without prejudice to the rights of any of the parties to such agreements in respect of any antecedent breach of any such agreement or to the payment of any sums which may have accrued due up to the said date.

As to rights over Section No. 1.

6.—(1) The District Company and/or the London Company shall have the right in perpetuity (for themselves and for the railway companies mentioned in subsection (2) of this article) to run over work and use as they think fit with electrical motors and/or steam engines or other motive power cars carriages and wagons of every description and with officers and servants in

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charge of motors engines and trains for the purposes of traffic of every description Section No. 1 (including the tracks now or at any future time thereon) together with the stations and platforms thereon and the necessary entrances and stairways for obtaining access to and egress from such stations and platforms and the sidings works and conveniences on or connected with that section and all signals points cross-overs crossings junctions works and conveniences necessary for or incidental to the running over working and use of that section and the junctions with the railway of the District Company and with the Junction Railways Such right shall be exclusive subject to the existing rights of the railway companies mentioned in the Second Schedule hereto to run over one pair of tracks on Section No. 1 or to such variation of such rights as may be agreed with them and subject also to the right of the Southern Company under the terms of articles 18 22 and 25 hereof (but without other payment therefor) to run over any of the tracks on Section No. 1 occasional and special passenger goods and mixed trains provided that such trains are run so as not unreasonably to disturb the traffic operations of the District Company and/or the London Company.

(2) The railway companies referred to in subsection (1) of this article are the Central London Railway Company and the City and South London Railway Company.

(3) In the event of the Central London Railway Company and/or the City and South London Railway Company exercising the right referred to in subsection (1) of this article such companies shall do so only subject to the terms and conditions of this agreement and for the purpose of articles 8 and 18 of this agreement the expression "the District Company and/or the London Company" shall be deemed to include in relation to Section No. 1 the Central London Railway Company and the City and South London Railway Company.

(4) In the event of the acquisition by the District Company and/or the London Company of the undertaking of any other railway company or in the event of any new railway being constructed and worked by the District Company and/or the London Company in connection with the railways of those companies or either of them the rights conferred by subsection (1) of this article upon those companies in relation to Section No. 1 may with the written consent of the Southern Company (which consent shall not be unreasonably withheld) be extended to the traffic of any railway so acquired or constructed and worked by the District Company and/or the London Company Provided always that the exercise of such rights by the District Company and/or the London Company in respect of such traffic shall not be prejudicial to the interests of the Southern Company and that such traffic shall not be competitive with that of the Southern Company.

(5) If the Southern Company run their trains over Section No. 1 or any part thereof they shall do so over such tracks as may be agreed between them and the District Company and the London Company and if any railway company mentioned in the Second Schedule hereto having running power rights over Section No. 1 or any part thereof exercise such rights then they shall do so over such tracks as shall be agreed between the District Company and/or the London Company on the one hand and (in so far as the Southern Company can lawfully so agree) the Southern Company on the other hand and if more than one pair of tracks on Section No. 1 are to any extent used for such purposes such user shall be restricted so as not to exceed the capacity of one pair of tracks by the trains of all such running companies (including the Southern Company and the District Company but excluding the London Company).

As to rights over Section No. 2.

7. The District Company and/or the London Company shall be entitled to run over Section No. 2 such through services of trains for the conveyance of passengers from and to the District Company's Railway and/or the London Company's Railway and beyond to and from Richmond terminus station and intermediate stations as may be agreed or failing agreement as may be determined by arbitration Provided that so far as the Southern Company lawfully can so permit the District Company and/or the London Company together shall be entitled to run over Section No. 2 a total number of not less than twelve trains per hour in each direction.

Acton Lane signal box.

8.—(1) The Southern Company shall at their own cost maintain manage and operate the Acton Lane Junction signal box but the District Company and/or the London Company shall bear and in each half-year repay to the Southern Company a reasonable share of such cost such share being based upon the proportion which the number of trains of the District Company and/or the London Company passing the Acton Lane East Junction bears to the total number of trains of all Companies passing such junction.

(2) The District Company and/or the London Company shall at their own cost maintain the junction known as Acton Lane East.

Allowances for traffic. Section No. 2.

9.—(1) Subject as hereinafter provided the Southern Company shall allow the District Company and/or the London Company for their working expenses twenty-five per centum of the rateable proportion of the through fares and charges attributable to Section No. 2 from all traffic booked or conveyed through via and including Gunnersbury Station to or from stations on the Southern Company's railway from or to stations on the District Company's railway and beyond and on the London Company's railway and beyond.

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(2) In respect of traffic between stations on the railway of the District Company west of Studland Road Junction (including for this purpose the stations on Section No. 1 between Studland Road Junction and Acton Lane East Junction) and stations on the railway of the Southern Company and beyond the receipts accruing to the Southern Company in respect of their railway south and west of Acton Lane East Junction shall be paid or credited to the Southern Company in full without any allowance being made to the District Company or the London Company for working expenses.

(3) Traffic booked locally between Gunnersbury Kew Gardens and Richmond stations or between any of those stations and places beyond Richmond shall be conveyed by the trains of the District Company and/or the London Company to and from Richmond terminus station without any allowance being made to those Companies or either of them for working expenses.

Maintenance. Section No. 1.

10. The District Company and/or the London Company shall well and efficiently maintain and repair at their own cost to the reasonable satisfaction of the Southern Company the permanent way the signalling system electrical equipment and stations on Section No. 1 including the wires cables instruments and apparatus incident to the telephone system on that section connecting with the generating station at Lots Road Chelsea The Southern Company shall at their own cost to the reasonable satisfaction of the District Company and the London Company well and efficiently uphold maintain and repair the embankments the structures of the viaducts approaches and bridges and the drainage thereof and the fences of that section.

Management &c. Section No. 1.

11.—(1) The District Company and/or the London Company shall at their own cost manage staff and operate the stations signals and other equipment on Section No. 1.

(2) The District Company and/or the London Company shall at their own cost maintain the junctions between their railways and the railway of the Southern Company at or near Studland Road and shall at their own cost operate and maintain any signal box in connection therewith.

Fares &c.

12.—(1) The District Company and/or the London Company may fix demand and take tolls rates fares and charges for passenger or passenger train traffic of every description passing on to from and over Section No. 1 from or to any railways owned worked or used by the District Company and/or the London Company or beyond including such traffic carried locally between stations on that section and for the use by passengers of the Turnham Green Stamford Brook and Ravenscourt Park stations provided the same do not exceed the maximum tolls rates fares and charges which the Southern Company may demand and take for similar services and do not exceed any express statutory

limitations contained in any Acts relating to the District Company and/or the London Company in respect of such portions of railways. A.D. 1926.

(2) The tolls rates fares and charges in respect of through passenger or passenger train traffic conveyed between stations on the railway of the Southern Company and stations on the railway of the District Company and beyond and/or London Company and beyond via Acton Lane East Junction shall be agreed between the companies concerned Provided that the receipts in respect of such through traffic shall be divided between the companies concerned either pro rata to the respective fares of each company to and from Acton Lane East Junction or in proportion to the chainage of or attributable to each company to and from Acton Lane East Junction as may be agreed or failing agreement as may be determined by arbitration.

Earnings from traffic. Section No. 1.

13.—(1) The District Company and/or the London Company shall (subject to the payment of the yearly rents hereby reserved) be entitled to the earnings from all traffic carried in the trains of those companies or either of them arising on or passing over Section No. 1 or any part thereof.

(2) The Southern Company shall be entitled to receive or to be credited with the earnings from all traffic passing over Section No. 1 carried by the Midland Company or by any of the other companies named in the Second Schedule hereto or by the Southern Company.

Receipts for advertisements &c. Section No. 1.

14. The District Company and/or the London Company shall (subject to the payment of the yearly rents hereby reserved and subject to the provisions of article 15 hereof) be entitled to all receipts for advertisements exhibited on Section No. 1 and the stations thereon and on the inner faces of parapet walls on that section and to all rents and other receipts for automatic machines stalls or other privileges on the platforms or stations both inside and outside on that section and may arrange and make agreements for the letting of the privileges above referred to and for this purpose the Southern Company shall assign all existing agreements relating to the above matters to the District Company and/or the London Company Provided that the District Company and/or the London Company shall afford reasonable facilities on Section No. 1 for the traffic advertisements of the Southern Company and any of the companies named in the Second Schedule hereto exercising their respective running powers as hereinbefore mentioned Such advertisements to be supplied by the Southern Company or the company exercising such running powers (as the case may be) and fixed by the District Company and/or the London Company.

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Rents on arches &c. Section No. 1.

15. All rents and receipts in respect of embankments bridges arches surplus lands and appurtenances (including the station master's house at Ravenscourt Park) on that part of Section No. 1 which is the property of the Southern Company and of advertisements on the arches and outer faces of the parapet walls of the viaducts and surplus property connected with Section No. 1 with the exception of station buildings and inner faces of parapet walls on that section shall be collected and retained by the Southern Company Provided that the Southern Company shall take all reasonable precautions to prevent (so far as it is in their power to do so) such arches and other property being used for any purpose which would endanger the railway or structure or create an undue risk from fire or accident.

Signs and traffic notices.

16. The London Company and/or the District Company shall be entitled without payment therefor to display all reasonable signs and traffic notices in connection with their railways and the underground system upon any part of the premises referred to in Article 14 hereof and subject to the consent in writing of the Southern Company on other parts of Section No. 1 and on the stations of Section No. 2.

None of the companies parties hereto shall erect hoardings for advertisements on any part of Section No. 1 except with the consent of the other parties.

Rents.

17.—(1) As from the date at which the works mentioned in article 3 hereof are completed and opened for traffic the payment to be made by the District Company and/or the London Company to the Southern Company to cover all rights and privileges granted or conferred by or enjoyed under this agreement and to cover the performance by the Southern Company of all obligations imposed on them by this agreement (and in place of any other rents or payments reserved or provided for under any of the agreements mentioned in the First Schedule hereto (other than the payment of the yearly rent of ten thousand eight hundred and fourteen pounds three shillings and sixpence reserved by article 16 (1) of the said agreement of the eleventh day of April one thousand nine hundred and ten which shall continue to be payable) or under the Metropolitan District Railway Acts 1875 1877 or 1910 or under any award of Sir Henry Oakley) shall be—

(*a*) An additional yearly rent of fourteen thousand three hundred and thirty-eight pounds; and

(*b*) An additional yearly rent for the first ten years of three thousand pounds for the second ten years of four thousand five hundred pounds for the third ten years of six thousand pounds and thereafter of seven thousand five hundred pounds;

Such additional yearly rents (*a*) and (*b*) shall be jointly and severally payable by the District Company and/or the London Company as working expenses of their railways by quarterly payments on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in every year A due proportion of such yearly rents (*a*) and (*b*) shall be paid on the first quarterly day after the date at which the works mentioned in article 3 hereof are completed and opened for traffic.

(2) If and so long as the said additional yearly rents or either of them shall be in arrear for upwards of three calendar months after any of the days whereon the same should be paid the Southern Company may (in addition to any other remedies for the recovery thereof) retain out of any moneys received by them at Gunnersbury Station and/or Richmond (terminus) station and/or any intermediate station in respect of traffic booked from those stations or any of them to stations on the railway of the District Company or of the London Company the rateable proportion of such moneys attributable to Section No. 1 and to the railways of those companies and may apply the same in or towards payment of such arrears of rent and shall pay to the District Company or to the London Company any balance remaining after satisfying such arrears of rent.

(3) Until the date at which the above-mentioned additional yearly rents commence all rent and other payments shall be paid and made by the District Company to the Southern Company at the same rate and under the same conditions as at the date hereof any necessary apportionment being made up to that date.

Rates taxes &c.

18.—(1) All rates taxes and impositions (whether parliamentary parochial or otherwise) which may be charged upon or in connection with Section No. 1 shall be borne and paid as follows (that is to say) :—

(*a*) In regard to those in respect of the stations and lines of railway the District Company and/or the London Company shall pay a sum equal to the same proportion to the total amount as the number of car miles (or whatever may be the determining factor) run over that section by the District Company and/or the London Company bears to the total number of car miles (or whatever may be the determining factor) run over that section by all companies working thereover and as between the parties hereto the remainder shall be borne and paid by the Southern Company;

(*b*) Those in respect of rents and receipts to which the District Company and/or the London Company are

entitled under article 14 hereof shall be borne and paid by the District Company and/or the London Company;

(*c*) Those in respect of rents and receipts collected and retained by the Southern Company in accordance with article 15 hereof shall be borne and paid by the Southern Company;

and any of those companies paying the same shall be entitled to recover from the other companies or company their due proportion.

In all cases where separate assessments are not made in respect of the items aforesaid such rates taxes and impositions shall be duly apportioned between the respective items mentioned in sub-paragraphs (*a*) (*b*) and (*c*) as may be agreed or failing agreement as shall be determined by arbitration as hereinafter provided.

(2) If the assessment of Section No. 1 or any part or parts thereof is increased by reason of any increase hereafter in the receipts from traffic of the District Company and/or the London Company the portion of the increased amount of such rates taxes and impositions attributable to such increase of traffic receipts shall be borne and paid by the District Company and/or the London Company and such consequential adjustments as are equitable shall be made under sub-paragraph (1) (*a*) of this article.

Saving existing rights.

19. Nothing herein contained shall except as herein expressly provided prejudice any existing rights or running powers now possessed by the Southern Company or by the District Company or by the London Company under the various Acts of Parliament and agreements relating to those respective companies.

Alterations &c. Section No. 1.

20. The District Company and/or the London Company may at their own cost at any time with the consent in writing of the Southern Company (such consent not to be unreasonably withheld) make any alterations additions or improvements to Section No. 1 including station buildings.

Southern Company not to alter Section No. 1.

21. The Southern Company shall not without the consent in writing of the District Company (such consent not to be unreasonably withheld) at any time alter Section No. 1 or make any junctions therewith.

Trains of other companies on Section No. 1.

22.—(1) If at any time after the works mentioned in article 3 hereof are completed and opened for traffic the Southern Company or any of the companies mentioned in the Second Schedule hereto (except as provided in subsection (2) of this article) provide and run trains upon or over Section No. 1 then and in that event—

(*a*) Any additional expense to be incurred in adapting Section No. 1 for use by any such company shall be

borne by the Southern Company or such other company as may be agreed between the Southern Company and such other company;

(*b*) The additional yearly rent payable under paragraph (1) (*b*) of article 17 of this agreement shall be adjusted to such an extent as may be equitable having regard to the user of Section No. 1 by such other company and the effect such user has upon the train capacity of that section;

(*c*) An allowance shall be made or paid to the District Company and/or the London Company of such an amount as may be agreed or failing agreement as may be determined by arbitration and as shall represent an equitable share of the cost thenceforward incurred by them in maintaining and operating Section No. 1 including interest and depreciation upon the works plant and equipment provided by the District Company and/or the London Company in so far as such works plant and equipment are required for the purposes of the trains of the company so using Section No. 1 proportionate to the user of Section No. 1 by such other company such allowance to be made or paid by the Southern Company or such other company as may be agreed between the Southern Company and such other company.

(2) Subsection (1) of this article shall not apply to the Southern Company in respect of the occasional and special passenger goods and mixed trains of that Company run under the provisions of article 6 (1) hereof or to the Midland Company in respect of the merchandise and mineral trains of that Company provided that such trains are run so as not unreasonably to disturb the traffic operations of the District Company and/or the London Company.

Damage caused by trains on Section No. 1.

23.—(1) In the event of any damage to any property of the District Company and/or the London Company or to any permanent way electrical or other equipment which under this agreement the District Company and/or the London Company are under obligation to maintain being caused by any accident to or caused by the trains of any other company whilst running over Section No. 1 such damage shall be paid or met by the company in fault and the Southern Company shall so far as they can assist or act for the District Company and/or the London Company in recovering damages against such other company but at the expense of the District Company and/or the London Company.

(2) When any company runs over Section No. 1 and any accident or injury occurs in connection with the train of the running company which cannot be shown to have been caused

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by some act or default of the company responsible under the terms of this agreement for the management staffing and operating of Section No. 1 or for the maintenance of the permanent way the signalling system the electrical equipment stations and junctions on Section No. 1 or for the maintenance of the structure of Section No. 1 all damage loss and compensation arising out of such accident or injury shall be paid by the running company as if the accident or injury had occurred upon their own line but if it can be shown that the accident was caused by the act or default of the company responsible under this agreement for the management staffing and operating of Section No. 1 or for the maintenance of the permanent way the signalling system the electrical equipment stations and junctions on Section No. 1 or for the maintenance of the structure of Section No. 1 the company so responsible shall be liable.

Electric cables on Sections 1 and 2.

24.—(1) The District Company shall be entitled to retain and use the existing electric cables laid on Sections Nos. 1 and 2 and to renew and use cables in substitution therefor and with the consent of the Southern Company (which consent shall not be unreasonably withheld) to lay renew and use on Section No. 1 all further cables that may be requisite for the working of trains over their system or as herein provided over the system of the Southern Company and also electric cables for serving the portions of the District Company's Railway to the west of Turnham Green station and for giving supplies of electric current for railway and (subject to the payment of a nominal easement rental) for other purposes and the District Company and/or the London Company shall be entitled upon such terms as may be agreed or failing agreement as may be settled by arbitration to lay and use on Section No. 2 all further cables that may be requisite for the working of trains over that section and for other purposes.

(2) All works executed in accordance with this article shall be carried out by the District Company and/or the London Company under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Southern Company and in accordance with plans and specifications to be furnished and reasonably approved by him or failing agreement to be settled by arbitration.

Supply of electricity. Sections 1 and 2.

25.—(1) All current required for the working of or for any other purpose in connection with Sections Nos. 1 and 2 shall be supplied by the District Company and/or the London Company at the entire cost of those Companies except as otherwise provided by this article.

(2) If at any time the Southern Company or any other company require to be supplied with the necessary current to

enable them to work electric trains over any lines they are entitled to use on Section No. 1 and over Section No. 2 or for any other purpose in connection with those sections such current shall be supplied by the District Company and/or the London Company upon such terms as may be agreed or failing agreement as may be settled by arbitration.

(3) The Southern Company shall pay to the District Company and/or the London Company for current used by the trains of the Southern Company or supplied to that company for any other purpose (except current used by the trains of any other company) such price as may be agreed or failing agreement as may be settled by arbitration The price per unit to be paid to the District Company and/or the London Company for the current used by the trains of any other company shall be such as shall be previously agreed between the London Company and/or the District Company and such other company.

(4) In the event of the Southern Company working their own trains or permitting the trains of any of the companies mentioned in the Second Schedule hereto to be worked by electric power over Sections No. 1 and No. 2 or any part thereof then and in that event the amount of current to be paid for by each company under this article shall be in the same proportion to the total amount of current used in the working of those sections as the number of car miles (or whatever may be the agreed determining factor) run over those sections by such company bears to the total number of car miles (or whatever may be the agreed determining factor) run by electric trains over those sections by all the companies working thereover.

(5) Provided that the District Company and/or the London Company as the case may be when affording such supply shall not be liable for any failure on their part to perform any of the obligations imposed on them by this article if and as far as such failure shall be caused by unavoidable accident fire explosion tempest earthquake invasion foreign enemy riot civil commotion military or usurped power strikes lock-outs or other acts or causes which could not reasonably have been controlled by them whether the same shall have arisen or occurred at or in connection with their generating station or the sub-stations or in connection with the cables between the generating station and the sub-stations or the cables between the sub-stations and the portions of railway supplied or at or in connection with the works or business of any person corporation or company who or which may from time to time be supplying or carrying anything necessary for the working maintenance or renewal of the generating station or of the cables or of the sub-stations.

(6) All current to be supplied under this article shall be supplied to and measured at the sub-stations as three-phase

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high-tension current and shall be transformed down to direct current at or about five hundred and fifty volts for the working of electric trains.

(7) The Southern Company (in so far as they can lawfully refuse to do so) shall not permit any other company to run trains by electric power over Sections No. 1 or No. 2 unless and until such other company shall have agreed with the District Company and/or the London Company as to the price to be paid by them to the District Company and/or the London Company for current used by their trains and shall have entered into an agreement to pay the District Company and/or the London Company therefor and for otherwise giving effect to the provisions of this article in so far as such other company is concerned.

District Company may act for themselves and London Company.

26.—(1) Where in this agreement the District Company and/or the London Company are mentioned in so far as it is competent for the District Company to act alone it shall be entitled to act for and on behalf of both those Companies unless and until the London Company give to the other parties hereto notice to the contrary.

(2) The District Company and the London Company shall as between themselves be entitled to all receipts and shall bear all rents and other payments under or in connection with this agreement and the said yearly rent of ten thousand eight hundred and fourteen pounds three shillings and sixpence payable under the said agreement of the eleventh day of April one thousand nine hundred and ten in such proportions as they may agree or failing agreement as may be determined by arbitration as hereinafter mentioned Provided that nothing in this article contained shall affect the joint and several liability of the District Company and/or London Company to the Southern Company for payment of the additional yearly rents hereinbefore reserved.

Arbitration.

27. Any dispute or difference which may at any time arise between the District Company and/or the London Company and/or the Southern Company or any of them as to the construction or intent of this agreement or as to the mode of carrying the same into effect and any question which by this agreement is provided to be determined by arbitration shall be determined by an arbitrator to be appointed (unless otherwise agreed) by the Minister of Transport whose decision shall be final and binding.

Stamp duty.

28. The amount of the appropriate stamp duty on this agreement and the counterpart thereof and the cost of printing this agreement shall be borne by the parties hereto in equal shares and any party paying the same shall be entitled to recover from the other their due proportion.

29. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein any party may withdraw from this agreement. Parliamentary agreement clause.

30. The marginal notes to this agreement shall not affect the construction thereof. Marginal notes.

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

FIRST SCHEDULE above referred to.

NOTE.—In this schedule the expression "the South Western Company" means the London and South Western Railway Company whose undertaking is now vested in the Southern Railway Company.

Date.	Parties.
1887 June 30th - -	Award of Sir Henry Oakley.
1888 December 20th -	Sir Charles Scotter on behalf of the South Western Company and Mr. J. S. Forbes on behalf of the District Company varying Sir Henry Oakley's award.
1901 October 10th -	South Western Company and District Company.
1903 July 23rd - -	South Western Company and District Company.
1903 December 4th -	South Western Company and District Company.
1910 April 11th - -	District Company and South Western Company.

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SECOND SCHEDULE above referred to.

Company.	Running Rights.
London Midland and Scottish Railway Company in respect of the rights of the former Midland Railway Company Metropolitan Railway Company Hammersmith and City Railway Company Great Western Railway Company	On such lines on Section No. 1 as are mentioned in the Metropolitan District Railway Act 1910 or on such other lines thereon as may be agreed.

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

G. KNIGHT Secretary.

Common Seal of the Southern Railway Company.

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

G. LEVESON-GOWER
J. C. MITCHELL Secretary.

Common Seal of the Metropolitan District Railway Company.

The common seal of the London Electric Railway Company was hereunto affixed in the presence of

C. J. CATER SCOTT
J. C. MITCHELL Secretary.

Common Seal of London Electric Railway Company.

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