



### CHAPTER cxxvi.

An Act to empower the Metropolitan District Railway Company to deviate the railway authorised by the Metropolitan District Railway Act 1897 and to construct other railways to acquire lands to lay down electric cables to raise further capital to acquire the Hounslow and Metropolitan Railway and for other purposes.

A.D. 1903.

[21st July 1903.]

**W**HEREAS by the Metropolitan District Railway Act 1897 (hereinafter called "the Act of 1897") the Metropolitan District Railway Company (hereinafter referred to as "the Company") were authorised to construct a deep-level underground railway for the most part beneath their existing railway between the Earl's Court and Mansion House stations of the Company :

And whereas it is expedient and will be of public advantage that the Company should be authorised to construct the deviation of the railway authorised by the Act of 1897 and also to construct the other railways hereinafter mentioned :

And whereas by the Metropolitan District Railway Act 1902 the periods limited by the Act of 1897 for the compulsory purchase of lands for and for the completion of the railway authorised by the latter Act were extended until the sixth day of August one thousand nine hundred and four and the sixth day of August one thousand nine hundred and six respectively :

And whereas it is expedient that the Company should be authorised to acquire by compulsion or agreement for the purposes of this Act and for the general purposes of their undertaking the lands hereinafter described in the counties of London and Middlesex :

And whereas it is expedient that provision should be made as contained in this Act for the consolidation of the several classes of rentcharge and other stocks of the Company :

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And whereas it is expedient that the Company should be authorised to raise additional capital for the purposes of this Act and for the general purposes of their undertaking :

And whereas it has been agreed between the Company and the Hounslow and Metropolitan Railway Company that the undertaking of that company shall be vested in the Company and it is expedient that those Companies should be authorised to carry such agreement into effect :

And whereas it is expedient that the Company should be authorised to lay new or substituted electric cables or mains from their generating station in Lots Road Chelsea to their railway :

And whereas it is expedient that the Company should be authorised to work their Ealing and South Harrow Railway Acton Junction Railway and Hounslow Railway by electrical power :

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

And whereas plans and sections (marked "Metropolitan District Railway (Various Powers)") showing the lines and levels of the railways by this Act authorised and plans showing the lines and limits of the mains cables or wires and the lands which may be taken under the powers of this Act and also books of reference thereto containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of such lands were duly deposited with the clerk of the peace for the county of London and are hereinafter respectively referred to as the deposited plans sections and books 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 Metropolitan District Railway Act 1903.

Division of Act into Parts.

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

Part I.—Preliminary.

Part II.—Railways and lands.

Part III.—Electric cables &c.

Part IV.—Tolls rates fares and charges.

Part V.—Capital.

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Part VI.—Vesting of Hounslow and Metropolitan Railway in the Company.

Part VII.—Miscellaneous.

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

Incorporation of Acts.

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 borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The giving of notices ; and

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

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts (so far as relates to the acquisition of lands for other than the purposes mentioned in Part III. of this Act) the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) Part III. (relating to working agreements) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

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

Interpretation.

And in this Act—

“The Company” means the Metropolitan District Railway Company :

“The Brompton Company” means the Great Northern Piccadilly and Brompton Railway Company :

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- “The Hounslow Company” means the Hounslow and Metropolitan Railway Company :
- “The Metropolitan Company” means the Metropolitan Railway Company :
- “The South Western Company” means the London and South Western Railway Company :
- “The Tilbury Company” means the London Tilbury and Southend Railway Company :
- “The Underground Company” means the Underground Electric Railways Company of London Limited :
- “The corporation” means the mayor and commonalty and citizens of the city of London acting by the mayor aldermen and commons of the said city in common council assembled :
- “The county” means the administrative county of London :
- “The council” means the London County Council :
- “The Act of 1879” means the Metropolitan and District Railways (City Lines and Extensions) Act 1879 :
- “The Act of 1897” means the Metropolitan District Railway Act 1897 :
- “The Act of 1900” means the Metropolitan District Railway Act 1900 :
- “The Act of 1901” means the Metropolitan District Railway Act 1901 :
- “The Act of 1902” means the Metropolitan District Railway Act 1902 :
- “The Company’s generating station” means the generating station referred to in section 17 of the Act of 1900 :
- “The City Lines Railway” means the railways authorised by the Act of 1879 :
- 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 administrative county of London mean the town clerks of the Metropolitan boroughs and the town clerk of the city of London.

## PART II.

### RAILWAYS AND LANDS.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works hereinafter described with all necessary and convenient rails sidings wires

Power to  
make rail-  
ways.

tunnels subways covered ways stations shafts lifts sewers drains  
pipes approaches buildings and other machinery apparatus works  
and conveniences connected therewith and may enter upon take  
and use such of the lands delineated on the said plans and described  
in the deposited books of reference as may be required for those  
purposes. A.D. 1903.

6. The railways hereinbefore referred to and authorised by  
this Act are— Description  
of works.

Railway No. 2 4 furlongs 4 chains or thereabouts in length  
(being a deviation of a portion of the railway authorised by  
the Act of 1897) wholly in the parish of St. Mary Abbots  
Kensington in the metropolitan borough of Kensington in  
the county of London commencing by a junction with the  
said authorised railway at a point underneath the rails of  
the Company's existing railway one-and-a-half chains or  
thereabouts measured in a westerly direction from the  
western end of the platforms of the Company's Gloucester  
Road Station and terminating under the Company's existing  
railway under the western end of the platforms of the  
Company's Earl's Court Station :

Railway No. 3 1 furlong 5·70 chains or thereabouts in  
length commencing in the parish of Allhallows Barking in  
the city of London by a junction with the inner or northern-  
most line of the City Lines Railway at a point at or near  
the western end of the platforms of Mark Lane Station on  
the City Lines Railway and terminating in the parish of  
St. Botolph Aldgate in the city of London by a junction  
with the said inner or northernmost line of the City Lines  
Railway at a point one chain or thereabouts measured in  
a north-easterly direction from the north-eastern end of the  
platform of the Tower Station (now disused) on the City  
Lines Railway :

Railway No. 4 1 furlong 6·65 chains or thereabouts in length  
commencing in the parish of Allhallows Barking in the city  
of London by a junction with the outer or southernmost line  
of the City Lines Railway at a point at or near the western  
end of the platforms of Mark Lane Station aforesaid and  
terminating in the parish of St. Botolph Aldgate in the city  
of London by a junction with the said outer or southernmost  
line of the City Lines Railway at a point one chain or  
thereabouts measured in a north-easterly direction from the  
north-eastern end of the platform of the Tower Station (now  
disused) on the City Lines Railway.

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Protection of  
gas and  
water mains  
of local  
authorities.

7. The provisions of sections eighteen to twenty-three of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains and 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 and gas (as the case may be) are appropriated.

Company not  
liable to  
repair sur-  
face of road  
level of  
which is not  
permanently  
altered.

8. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by this Act authorised or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

As to Trinity  
Square  
Gardens.

9. Notwithstanding anything contained in section 36 (As to station in Trinity Square Gardens) and section 96 (Confirming agreement and saving rights of Crown) of the Act of 1879 and the agreement scheduled to that Act the Company may subject to the provisions of this Act in the construction of Railways Nos. 3 and 4 and works connected therewith by this Act authorised enter upon take use and interfere with Trinity Square Gardens as hereinafter provided. •

Power to  
Great  
Northern  
Piccadilly  
and Brompton  
Railway  
Company to  
construct  
Railway  
No. 2.

10. The Company may by agreement transfer to the Brompton Company all the powers for the construction of Railway No. 2 by this Act authorised and of entering upon and taking and using lands therefor and the Brompton Company may by agreement accept and acquire the same together with all or any of the lands and property appertaining thereto together with the interest of the Company in such portion of the consolidated stock now standing in the name of the Paymaster-General as security for the completion of that railway as is applicable thereto and such agreement may provide for the joint user of any existing or new stations Upon the completion of any such transfer all powers rights privileges duties and obligations of the Company in respect of Railway No. 2 by this Act authorised including power to levy tolls rates and charges upon or in respect thereof in accordance with the provisions of this Act shall be transferred to and vested in the Brompton Company and that company may in accordance with the powers so transferred construct and maintain Railway No. 2 and exercise all such powers in respect thereof and the said railway shall upon such

transfer and in accordance with the terms of any such agreement form part of the undertaking of the Brompton Company provided that there shall be reserved to the Company the right to run over and use the same upon such terms as shall be agreed between the Company and the Brompton Company or as failing agreement shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either Company. A.D. 1903.

11. With respect to the construction of works in under or affecting streets roads or footways in the metropolitan borough of Stepney the following provisions shall unless otherwise agreed apply and have effect for the protection of the mayor aldermen and councillors of the said borough (who are hereinafter called "the Stepney Council") :— For protec-  
tion of Step-  
ney Council.

(1) The engineer or other officer of the Stepney Council duly authorised by them may from time to time enter upon and inspect any works of the Company under or adjoining any highway street or part of a street in or under which there are or may be any sewers or works under the direction jurisdiction or control of such council :

(2) The Company shall not cause to be stopped up or rendered impassable to the ordinary traffic any highway street road or footway and before the Company break up or open the soil or pavement of any highway street road or footway or commence any work the execution of which shall or may affect the traffic along any highway street road or footway they shall give to the Stepney Council notice in writing of their intention to open or break up the same not less than one calendar month before beginning such works and all and every such works shall be subject to the reasonable directions of the Stepney Council and of their engineer to secure the free passage of traffic in the said highway street road or footway and to prevent any needless injury or inconvenience to or in the highway street road or footway or to persons residing or carrying on business therein Provided always that if the said Stepney Council by their engineer or other authorised officer fail to attend at the time fixed for the opening of such highway street road or footway after having had notice of the intention of the Company as aforesaid or shall refuse or neglect to superintend the operation the Company may perform the works specified in such notice without the superintendence of the said Stepney Council and their engineer :

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- (3) The Company shall not where any house or building in the metropolitan borough of Stepney shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition after the completion of the railway or works :
- (4) Nothing in this Act shall authorise the temporary stopping up or closing of any highway street road or footway within the metropolitan borough of Stepney which is vested in the Stepney Council otherwise than with the previous consent in writing of that council :
- (5) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding in connection therewith and whether during or after the construction of the works within view of any public highway street road or footway in the metropolitan borough of Stepney any placards or advertisements except such as shall have been approved in writing by the town clerk of the Stepney Council and if any such placard or advertisement be affixed or exhibited without such approval the Stepney Council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company :
- (6) Where the Company break up or disturb the surface of any such highway street road or footway they shall so soon as the works affecting it are completed and within a reasonable time from the day on which the works were begun restore the highway street road or footway to as good a condition as it was when it was broken up or disturbed under the superintendence and to the satisfaction of the engineer of the Stepney Council and the Company shall save harmless and keep indemnified the Stepney Council against all actions claims expenses and demands arising out of or in consequence of any such works and if the Company fail to comply with the requirements of this subsection the Stepney Council may if they think fit restore the highway street road or footway broken up or disturbed and recover the expense of such restoration from the Company :
- (7) When the Company shall open or break up the soil or pavement of any highway street road or footway they shall



with all convenient speed complete the work for which they have broken up the same and shall fill in the ground and reinstate and make good the soil or pavement so broken or opened up by them and carry away the rubbish occasioned thereby and shall at all times whilst such soil or pavement shall be so opened or broken up by them cause the same to be fenced and guarded and in every such case and also in every other case where the execution of any works shall affect the traffic along such highway street road or footway shall cause lights sufficient for the warning of passengers to be kept there every night during which such soil or pavement shall continue to be open or broken up or such works executed and such works shall be executed under the direction and to the reasonable satisfaction of the Stepney Council or their authorised officers :

- (8) All tunnels arches and other works within the said borough 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 highways and streets within the said borough but also any steam roller not exceeding twelve tons in weight that the council may use for repairing the roads or roadways and the Company shall indemnify and make good to the council all costs and expenses that the council may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railways and works :
- (9) The Company shall make good from time to time any subsidence in any highway street road or footway caused by the works of the Company which may occur within one year from the date when the highway street road or footway was restored by the Company and if they fail so to do the Stepney Council may repair and make good any such subsidence and the reasonable cost thereof shall be repaid by the Company to the council on demand :
- (10) Section 40 of the Act of 1897 (General provisions for protection of water gas hydraulic power and electric companies) shall apply to any works by this Act authorised in or under any highway street road or footway in the metropolitan borough of Stepney in or under which any electric mains pipes syphons plugs wires or other works of

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the Stepney Council are situate as fully and effectually as if the said Stepney Council was included as and defined to be one of the "protected companies" therein mentioned:

- (11) The Company shall bear the reasonable cost of removing and replacing such public lamps and laying on the service thereto as may be moved by reason of the works executed under this Act:
- (12) The Company shall not permit or suffer any cart waggon or other vehicle employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded in any part of any highway situate within the borough of Stepney except in such places as shall be enclosed with hoardings and shall not permit or suffer any cart waggon or other vehicle to carry any soil excavated from the railway through the streets of the said borough except in carts or waggons so constructed and managed as to prevent any of such soil dropping therefrom and if the Company their contractors servants or agents commit any breach of this section they shall be liable to a penalty not exceeding forty shillings for each offence and any such penalty may be recovered in a summary manner before any court of summary jurisdiction:
- (13) All reasonable costs and expenses to which the Stepney Council may be put by reason of the construction of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Stepney Council by the Company on demand and the Company shall make full compensation to the Stepney Council for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the Stepney Council in or under which any railways or works by this Act authorised may be executed by the Company 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 such railways or works or at any time thereafter:
- (14) So far as relates to all lands acquired by the Company in the metropolitan borough of Stepney section 133 of the Lands Clauses Consolidation Act 1845 shall be read as if the words "general rate as defined by the London Government Act 1899 or other local rate" were included therein:

(15) If any difference shall arise between the Company and the Stepney Council with respect to any of the matters referred to in this section the same shall (except as specially provided in subsection (10) of this section and the enactment incorporated thereby) be referred to an engineer to be appointed by the President of the Institution of Civil Engineers on the application of any of the parties interested.

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12. The Tilbury Company on the one hand and the Company on the other hand may enter into and carry into effect agreements for the joint construction and joint ownership of the Railways Nos. 3 and 4 by this Act authorised and for the construction and user of stations and sidings on either or both sides of the City Lines Railway between the points of commencement and termination of Railways Nos. 3 and 4 hereinbefore described and for the purposes of this section the Tilbury Company may appropriate and use any funds or moneys belonging to them or which they are authorised to raise.

Agreement with Tilbury Company as to joint ownership of Railways Nos. 3 and 4.

13. The following provisions shall unless otherwise agreed be observed and have effect with reference to the construction and use of the Railways Nos. 3 and 4 by this Act authorised and the acquisition of lands for those purposes (that is to say) :—

For protection of Metropolitan and District Joint Committee.

(1) The Company shall not except for the purpose of constructing maintaining and using the junctions with the City Lines Railway shown upon the deposited plans and of constructing maintaining and using the said Railways Nos. 3 and 4 enter upon take or use any part of the City Lines Railway and such junctions shall be constructed by the Company in compliance with sections 9 to 12 of the Railways Clauses Act 1863 :

(2) The said Railways Nos. 3 and 4 shall not be used by the Company for the carriage of through traffic which has passed or is intended to pass over the City Lines Railway so as to diminish the revenue at present received by the Metropolitan and District Joint Committee (hereinafter called "the joint committee") from such through traffic :

(3) Before commencing any work in connection with the said Railways Nos. 3 and 4 plans and drawings of such intended works shall be submitted to the joint committee for their approval and if not approved by the joint committee within one month after submission the same shall be referred for settlement to the standing arbitrator appointed under the Act of 1879 :

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- (4) The Company shall bear and on demand pay to the joint committee the reasonable expense of the employment by them during the making of the said Railways Nos. 3 and 4 adjacent to the City Lines Railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :
- (5) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the joint committee all losses costs damages and expenses which may be occasioned to them or any of their works or to the traffic on the City Lines Railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the joint committee from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :
- (6) In constructing the railways by this Act authorised the Company shall not in any way obstruct hinder or interfere with the free and uninterrupted and safe user of the City Lines Railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the City Lines Railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the joint committee for each such obstruction by way of ascertained damages at the rate of fifty pounds per hour for the period during which each such obstruction hindrance or interference shall continue :
- (7) The Company shall pay to the joint committee by way of purchase or compensation for the lands rights or easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the

provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement: A.D. 1903.

- (8) If any dispute shall arise between the joint committee and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

14.—(1) Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate compulsorily or by agreement for the purposes of the improvement and enlargement of existing and the erection of new stations and works the construction of sub-stations for the transformation and distribution of electrical power and any other purpose of this Act and also for the general purposes of their undertaking all or any of the lands hereinafter described which are delineated on the deposited plans and described in the deposited books of reference and may exercise the powers hereinafter conferred:—

Power to  
Company to  
acquire lands  
and execute  
works.

In the county of London.

In the parish and metropolitan borough of Hammersmith:—

Certain lands roads houses and premises adjoining the eastern end of the Ravenscourt Park Station of the South Western Company fronting on Dalling Road bounded on the north partly by premises fronting Dalling Road aforesaid and premises fronting Paradise Row on the east by Dalling Road aforesaid on the south by premises fronting Dalling Road aforesaid and on the west by the South Western Company's premises:

Certain lands houses and premises known as Nos. 9 10 11 12 and 13 Felgate Mews and pasture land and waste land adjacent thereto lying between Felgate Mews and Galena Road on the south side of and adjacent to the Company's railway and to the Kensington and Richmond Railway of the South Western Company.

In the metropolitan borough of Chelsea and the city of Westminster:—

In the parish of St. Luke Chelsea:—

Certain lands house and premises situate at the north-west corner of Uverdale Road at its junction with King's Road and known as No. 507 King's Road:

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Certain lands roads house and premises adjoining the east end of the Company's Sloane Square Station having frontages to Westbourne Street Whitaker Street and Chester Terrace.

In the parish of St. Mary Abbots Kensington and the metropolitan borough of Kensington:—

Certain lands houses and premises situate at the south-west corner of Ifield Road at its junction with Fulham Road and known as Nos. 306 and 304A Fulham Road:

Certain lands houses and premises situate at the north-west corner of Finborough Road at its junction with Richmond Road and known as the Queen's Jubilee Hospital:

Certain lands houses and premises situate at the south-east corner of Warwick Road at its junction with Richmond Road and known as No. 56 Richmond Road and the waste land adjoining thereto:

Certain lands houses and premises situate on the eastern side of the Warwick Road near the bridge carrying that road across the Company's railway and being known as Nos. 34 36 and 38 Warwick Road:

Certain lands houses and premises adjoining the west end of the Company's Gloucester Road Station having a frontage only to and bounded on the north by Cromwell Road on the east by the Company's said Gloucester Road Station and property lying to the north thereof between the said station and the Cromwell Road on the south and west by stables and premises on the north side of Ashburn Mews and by a house and premises fronting the said Cromwell Road:

Certain lands houses and premises adjoining the Company's railway and known as Nos. 1 and 2 Thurloe Houses and Nos. 3 5 7 9 11 13 15 and 17 Pelham Street.

In the parish and metropolitan borough of Fulham:—

Certain land being portion of the laundry ground situate on the south-east side of Lettice Street such land being bounded on the north by an imaginary line in prolongation of the Company's existing fence in the direction of the southernmost point of Beaconsfield Road and on the remaining three sides by the Company's land.

In the city of Westminster:—

In the parish of St. George Hanover Square:—

Certain lands shops and premises adjoining the Company's Victoria Station including Victoria Buildings

Wilton Road and also other houses and premises fronting Victoria Street Vauxhall Bridge Road and Wilton Road. A.D. 1903.

In the parish of St. Margaret and St. John the Evangelist:—

Certain lands roads houses and premises adjoining and on each side of the western end of the Company's St. James' Park Station having a frontage to Palmer Street:

Certain lands roads houses and premises adjoining the south-west end of the Company's Westminster Bridge Station and being the corner portion of the property having frontages in Bridge Street and Cannon Row.

In the parish of St. Martin-in-the-Fields:—

Certain lands and premises partly over the Company's Railway adjoining the north-eastern end of the Company's Charing Cross Station bounded on the north-east and west by the Victoria Embankment Gardens and on the south by the Company's said Charing Cross Station and also certain lands and premises 62 yards or thereabouts north-east thereof bounded on the north south east and west by the said Victoria Embankment Gardens:

Certain lands and premises partly over the Company's Railway situate near the Charing Cross Station of the Company bounded on the south by Northumberland Avenue on the west by the road leading from Northumberland Avenue to Villiers Street on the east by the Victoria Embankment and on the north by the footway which crosses the Company's Charing Cross Station from Villiers Street to the Victoria Embankment.

In the parish of St. Clement Danes:—

Certain lands roads and premises adjoining the western end of the Company's Temple Station having frontages to the approach and the Victoria Embankment bounded on the north and west by the said approach on the east by the Company's said Temple Station and on the south by the Victoria Embankment.

In the city of London and in the county of London.

In the parish of St. Anne Blackfriars and the parish of the precinct of Bridewell:—

Certain lands roads and premises adjoining the western end of the Company's Blackfriars Station and being part of the footpath and roadway in front thereof.

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In the parishes of St. Nicholas Olave and St. Mildred Bread Street :—

Certain lands roads houses and premises adjoining the western end of the Company's Mansion House Station having frontages to Queen Victoria Street Bread Street and Huggin Lane :

Also certain lands houses and premises situate on the south side of and adjacent to the Company's railway bounded on the east by Huggin Lane on the north by the Company's railway and on the west and south by buildings known as No. 4 Huggin Lane.

In the parish of St. Swithin the parish of Allhallows the Great the parish of St. Mary Bothaw and the parish of St. John the Baptist :—

Certain lands roads houses and premises adjoining the eastern end of the Cannon Street Station on the City Lines Railway having frontages to Cannon Street and Bush Lane.

In the parishes of St. Andrew Hubbard St. George and St. Leonards :—

Certain lands roads houses and premises adjoining the eastern end of the Monument Station on the City Lines Railway and having frontages to Eastcheap George Lane and Pudding Lane bounded on the north by Eastcheap aforesaid.

In the county of London.

In the metropolitan borough of Stepney :—

In the parish of St. Botolph Without Aldgate and in the liberty of the Tower :—

Certain lands roads and premises adjoining the eastern end of the Mark Lane Station on the City Lines Railway having frontages to Trinity Square Great Tower Street and Great Tower Hill.

In the parish of Whitechapel :—

Certain lands and road being a portion of the Whitechapel High Street adjoining the east end of the Aldgate East Station on the City Lines Railway having frontages to and being bounded on all sides by the Whitechapel High Street aforesaid :

Also certain lands and road being a portion of the Whitechapel Road adjoining the west end of St. Mary's



Whitechapel Station on the City Lines Railway having frontages to and being bounded on all sides by the Whitechapel Road aforesaid. A.D. 1903.

(2) The Company may on or under the lands in this section described execute construct erect and maintain such works as are necessary for effecting the purposes for which such lands or easements therein are acquired. Provided that nothing in this Act contained shall authorise or be deemed to authorise the Company to make or construct any work or do or suffer to be done any act or thing that would in the opinion of the Commissioners of Works be a danger nuisance or annoyance to the Houses of Parliament or either of them or to Somerset House the Tower or the Royal Mint or any of them.

(3) The Company may rebuild and enlarge on the existing site and on the lands they are by this Act authorised to acquire their Charing Cross Station subject to the following provisions which shall apply and have effect:—

(a) Before commencing such work plans shall be submitted by the Company to the council for their approval and if not approved by the council within one month after submission the same shall be referred for settlement to an architect or engineer to be appointed by the Board of Trade and such architect or engineer shall give effect to the next following subsection and such works shall be carried out in accordance with the plan so approved or settled:

(b) No part of the said buildings shall without the consent of the council exceed forty feet in height from the level of the Embankment roadway opposite thereto:

(c) The buildings to be erected shall only be used for offices and station purposes of the Company or any companies running over using or working the railways of the Company.

15. Notwithstanding anything shown on the deposited plans the Company shall not enter upon take or use the lands belonging or reputed to belong to Leopold de Rothschild in the parish of Old Brentford and urban district of Brentford shown upon those plans but in lieu thereof the Company may acquire use and appropriate for the general purposes of their undertaking the lands (including mines and minerals (if any) thereunder) in the parishes of Ealing and Acton in the county of Middlesex which lands are bounded on the south-east by Gunnersbury Lane on the south-west by the Ealing Extension Railway of the Company on the north by the Uxbridge Road and on the east by other land belonging or reputed

For protection of Leopold de Rothschild.

A.D. 1903: to belong to the said Leopold de Rothschild, and are coloured red upon the plan marked "A" signed in triplicate by the Right Honourable Thomas Lister Baron Ribblesdale the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred as if such lands had been included within the limits of land to be acquired shown on the deposited plans and the said Leopold de Rothschild may and shall accordingly sell the same to the Company subject to existing tenancies (which tenancies the said Leopold de Rothschild shall if required by the Company determine at the earliest possible date) on such terms as failing agreement may be decided by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement.

For protection of Grosvenor estate.

16. For the protection of the Grosvenor estate the following provisions shall unless otherwise agreed in writing between the Company and the owner notwithstanding any other provision in this Act contained apply and have effect (that is to say):—

(1) In this section the expression "the Grosvenor estate" shall mean lands houses and buildings situate in the parishes of St. George Hanover Square and St. Luke Chelsea whereof the Duke of Westminster is or claims to be the tenant for life and the expression "the owner" with reference to such estate shall mean and include the Duke of Westminster and his sequels in estate owners for the time being thereof:

(2) The Company shall not enter upon take or use for the purposes of the works authorised by this Act any of the subsoil under or belonging to the houses on the Grosvenor estate numbered on the deposited plans 1 in the city of Westminster and 7 in the metropolitan borough of Chelsea without purchasing the freehold thereof:

(3) The Company shall not under the powers of this Act acquire the right of user of any subsoil or take or use any lands buildings or houses upon the Grosvenor estate for any purpose save and except for the improvement and enlargement of their existing stations and works and for the necessary works connected therewith and the Company shall not construct or use any stations or sub-stations for generating or transforming electrical power in and upon any part of any lands so acquired by the Company from the Grosvenor estate under the provisions of this Act:

(4) The Company shall not in the construction of any works under the powers of this Act which may affect the Grosvenor estate permit or suffer any cart waggon or other vehicle

employed in removing from or bringing to the said works any soil materials or plant to be loaded or unloaded upon any part of the Grosvenor estate or adjacent thereto other than on land acquired by the Company except with the consent of the owner or his agent and shall not permit or suffer any cart waggon or other vehicle employed as aforesaid to carry any soil excavated from works executed under the powers of this Act over or through any street on the Grosvenor estate except in ordinary carts waggons or other vehicles of a size sufficient to carry not more than about one ton burden :

(5) The Company shall not under the powers of this Act underpin or strengthen any house or building on the Grosvenor estate except under the superintendence and to the reasonable satisfaction of a competent engineer or surveyor (in this section called "the surveyor") to be appointed by the owner who shall have liberty at all reasonable times during the carrying out of such underpinning to enter upon and inspect the works :

(6) Nothing in this section contained and no requirement of the owner or the surveyor or referee shall be construed in any way to relieve the Company from any liability they would otherwise be under for damage or injury to the Grosvenor estate or any part thereof arising from the construction of any works including underpinning executed under the powers of this Act :

(7) All buildings which may be erected above the street level upon land acquired by the Company from the Grosvenor estate under the provisions of this Act shall be erected so far as they are above the street level according to elevations shown upon plans to be submitted to and reasonably approved in writing by the owner and no advertisements of any description whatsoever within the view of any public thoroughfare shall at any time without the consent of the owner be placed or exhibited upon any of such buildings :

(8) If the Company shall resell any lands acquired from the Grosvenor estate under the powers of this Act such sale shall be subject to the restrictive covenants against nuisance and offensive trades usually inserted in Grosvenor estate leases :

(9) The Company shall on demand pay to the owner the reasonable charges and expenses of the surveyor in regard

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to any of the matters contained or referred to in this section:

- (10) If any difference or dispute shall arise between the Company and the owner in respect of any of the provisions in this section except as to any sum to be paid by the Company to the owner by way of compensation for land taken and acquired by the Company as aforesaid such difference or dispute shall be settled by an arbitrator to be appointed on the application in writing of either of the parties by the President of the Institution of Civil Engineers.

For protection of South Eastern Railway Company and South Eastern and Chatham Railway Companies Managing Committee.

17. For the protection of the South Eastern Railway Company and the South Eastern and Chatham Railway Companies Managing Committee (hereinafter in this section together referred to as "the South Eastern Company") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

- (1) The Company shall not (except with the previous consent of the South Eastern Company under their common seal) enter upon take or use any land or property of the South Eastern Company but the Company may purchase and take and the South Eastern Company may and shall sell and grant accordingly an easement under or right of using so much of the subsoil of the properties of the South Eastern Company numbered respectively 19 20 and 25 on the deposited plans in the city of London as may be required by the Company for the purposes mentioned in the section of this Act whereof the marginal note is "Power to Company to acquire lands and execute works" The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:
- (2) Nothing in this Act contained shall prejudice alter diminish or affect the powers conferred by the South Eastern and London Chatham and Dover Railway Companies Act 1900 on the South Eastern Company for the Widenings Nos. 1 and 2 of their Charing Cross Railway or any rights or easements acquired or which may be acquired by them for the purposes of the said widenings:
- (3) In rebuilding or enlarging the Charing Cross Station of the Company under or adjoining the existing bridge of the South Eastern Company the Company shall not in any way interfere with the structure of that bridge or with the columns or

foundations thereof and any extra cost in the maintenance of that bridge and the cost of any damage thereto occasioned to the South Eastern Company by reason of the rebuilding or enlarging of the station of the Company or any works in connection therewith shall be borne and paid by the Company. A.D. 1903.

18.—(1) The Company may acquire a perpetual easement and right of using for the purposes mentioned in this section the under-surface and subsoil of the piece of land in the city of Westminster in the county of London coloured red upon the plan marked "B" signed in triplicate by Hudson Ewbanke Kearley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred as if such land had been included within the limits of land to be acquired shown upon the deposited plans and the council may and shall sell such easement or right of user to the Company on such terms as failing agreement may be decided by an arbitrator to be appointed on the application of either party by the President of the Surveyors' Institution. As to lands on Embankment.

(2) The Company may construct maintain and use beneath the surface of such piece of land a sub-station for the transformation and distribution of electric power but unless the council otherwise agree the top of such sub-station shall not be less than four feet below the level of the surface of the footway between such piece of land and the existing Charing Cross Station of the Company.

(3) In the construction of such sub-station the Company may temporarily interfere with the surface of such piece of land but the Company shall unless the council otherwise agree within six months of opening the surface restore such surface to the same condition as before and replant the same to the reasonable satisfaction of the council.

(4) The Company shall within six months after they shall have completed the conversion of their railways for working by electrical power and shall have commenced so to work the same remove all superstructure surrounding the ventilator or opening made by them in the Embankment Gardens west of Charing Cross Station and coloured blue upon the said plan marked "B" and shall cover such ventilator or opening and the surface of such covering and of the site of the said superstructure shall thereafter form part of the said Embankment Gardens. Such works shall be carried out by the Company to the reasonable satisfaction of the council and at the cost in all things of the Company.

(5) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not under the powers of this Act enter upon take or use the council's electric lighting station

A.D. 1903. numbered on the deposited plans (sheet No. 10) 30 in the city of Westminster nor shall the Company under the powers of this Act without the consent of the council enter upon take or use the lands numbered on the deposited plans (sheet No. 10) 25 and 26 in the city of Westminster nor shall the Company without the like consent enter upon take or use the lands numbered on the deposited plans (sheet No. 14) 32 in the city of Westminster nor the lands numbered on the deposited plans (sheet No. 15) 31 35 and 36 in the city of Westminster except that the Company may acquire a perpetual easement and right of using the undersurface and subsoil of the said lands numbered 31 35 and 36 for the lengthening of the platforms of their Temple Station and the council may and shall sell such easement or right of user to the Company on such terms as failing agreement may be decided by an arbitrator to be appointed on the application of either party by the President of the Surveyors' Institution. Provided that in executing any works for the improvement and enlargement of such station the Company may adopt the method known as cut and cover so that the finished surface of such work does not come within two feet of the level of the Embankment roadway and that the Company shall to the reasonable satisfaction of the council within six months of opening the surface of such lands restore such surface and shall replant the surface of such part thereof as forms part of the Embankment Gardens.

(6) The powers granted to the Company by this Act shall not authorise the Company to acquire the lands numbered on the deposited plans (sheet No. 10) 28 and 31 in the city of Westminster or the lands numbered on the deposited plans (sheet No. 14) 34 in the city of Westminster.

(7) The Company shall not open or make any additional ventilators air shafts or other similar openings in any roadway or footway or in any part of the Victoria Embankment Gardens.

For protection of Duke of Norfolk.

**19.** For the protection of the Duke of Norfolk in respect of his Strand estate the following provisions shall unless otherwise agreed in writing have effect (that is to say):—

(1) The expressions "the Duke of Norfolk" and "the Strand estate" shall have the same respective meanings as in the 60th section of the Thames Embankment Act 1862:

(2) Nothing in this Act shall in anywise prejudice or affect the provisions of section 45 of the Metropolitan District Railways Act 1864 but such section shall notwithstanding anything herein contained remain in full force and accordingly (except as in such section otherwise provided) no works or buildings shall be executed erected or maintained under the powers

of this Act or any Act incorporated therewith between A.D. 1903.  
Somerset House and the Middle Temple above the level of  
the Embankment roadway authorised by the said Thames  
Embankment Act 1862. Provided nevertheless that in exe-  
cuting any works for the improvement and enlargement of  
the Temple Station under the lands roads and premises in  
the parish of St. Clement Danes which the Company are by  
this Act authorised to acquire the Company may adopt the  
method known as cut and cover so long as the finished  
surface of such works does not rise above the level of the  
Embankment roadway aforesaid and may during the con-  
struction of such works erect any temporary hoarding that  
may be necessary :

(3) No works for generating or transforming electrical power  
shall be constructed under the powers of this Act between  
Somerset House and the Middle Temple :

(4) Certified copies of the sections of any trial borings made by  
the Company in respect of any works for the purpose of the  
improvement and enlargement of the Temple Station between  
those points shall (if required) be supplied by the Company  
to the Duke of Norfolk as soon as may be after the result of  
such borings is known :

(5) The Duke of Norfolk may from time to time appoint  
a competent engineer (in this section referred to as "the  
engineer") who may from time to time inspect the works  
aforesaid during the construction thereof and shall give  
notice to the Company of any such appointment and the  
Company shall permit the engineer and one assistant to have  
access to such works at all reasonable times and shall give to  
the engineer and such assistant all reasonable facilities for  
such inspection and if the engineer shall be of opinion that  
the construction of such works is attended with danger to  
any part of the Strand estate the Company shall forthwith  
adopt such additional measures and precautions as may be  
reasonably necessary for the purpose of preventing danger or  
injury to the Strand estate or any part thereof :

(6) The Company shall not under the powers of this Act  
underpin or strengthen any house or building on the Strand  
estate except under the supervision and to the reasonable  
satisfaction of the engineer and if in any case in which any  
house or building shall have been underpinned or strengthened  
such underpinning or strengthening shall prove inadequate  
for the support or protection of the house or building against

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injury arising from the execution or use of the aforesaid works of the Company then and in every such case the Company shall make compensation to the Duke of Norfolk and the lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by the Duke of Norfolk within eighteen months and by such lessees or occupiers within twelve months from discovery thereof :

(7) If any difference shall arise between the Duke of Norfolk and the Company under subsections (5) or (6) of this section such difference shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers :

(8) Nothing in this section contained and no requirement of the Duke of Norfolk or the engineer or referee shall be construed in any way to relieve the Company from any liability they would otherwise be under for damage or injury to the Strand estate or any part thereof arising from the construction of the works aforesaid :

(9) The Company shall on demand pay to the Duke of Norfolk the reasonable charges and expenses of the engineer in relation to any of the matters contained or referred to in this section.

For protec-  
tion of Lon-  
don and  
North  
Western  
Railway  
Company.

20. The Company shall not under the powers of this Act except with the consent of the London and North Western Railway Company under their common seal interfere with the bay at the Mansion House Station occupied by that company nor shall they interfere with the platforms or conveniences connected therewith or the accommodation there used occupied or enjoyed by that company but nothing herein contained shall prevent the Company from constructing a transformer sub-station over the said bay but so as not to interfere in any way with the user of the said bay by the London and North Western Railway Company.

For protec-  
tion of North  
Metropolitan  
Tramways  
Company.

21. The following provisions for the protection of the North Metropolitan Tramways Company (in this section called "the tramways company") shall be observed and carried into effect (that is to say) :—

(1) The works by this Act authorised beneath or immediately adjoining any tramways belonging or leased to the tramways company shall be constructed and maintained so that the traffic upon the said tramways or any of them shall not be obstructed or interfered with :

(2) The Company shall from time to time be responsible for and make good to the tramways company all costs losses



damages and expenses from time to time occasioned to the tramways company or any of their works or property from the obstruction of the traffic on the said tramways either as now laid down or as diverted and from any damage to the works rolling stock and horses of the tramways company arising in the execution or from the failure of any of the works by this Act authorised or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission :

(3) If and as often as the Company in the execution of the powers of this Act take up or remove or interfere with any part of any street or road which the tramways company are liable to maintain or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of six months after the restoration of any such part of any streets or roads keep and maintain the same in good repair and condition to the reasonable satisfaction in all respects of the engineer of the tramways company but at their own costs Provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the tramways company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the tramways company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connection therewith against the Company :

(4) If any difference shall arise between the Company and the tramways company as to anything to be done or not to be done under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the Company and the tramways company or if they cannot agree to be appointed on the application of either of them by the Board of Trade.

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For protection of London County Council as regards their tramways.

**22.**—(1) The provisions of the section of this Act, whereof the marginal note is “For protection of North Metropolitan Tramways Company” shall enure to the benefit of the council on the termination of the lease of the said tramways from the council to the tramways company bearing date the fourteenth day of October one thousand eight hundred and ninety-seven.

(2) In constructing the railways and works by this Act authorised in or under any street or road in which there is any tramway of the council the Company shall not construct any work at a level nearer to the surface of the road than the level of the adjoining works of the Company.

Company to widen certain streets.

**23.**—(1) If the Company acquire any of the lands numbered 20 21 22 23 24 and 25 in the royal borough of Kensington on the deposited plans relating to Railway No. 2 or any of the lands numbered 21 and 21A in the said borough on the deposited plans relating to the acquisition of additional lands or any of the lands numbered 7 in the said borough on the deposited plans relating to lines of cables and mains and additional lands or any of the lands numbered 1 and 2 in the city of Westminster on the deposited plans or any of the lands numbered 15 and 16 in the parish of St. Botolph Without Aldgate on the deposited plans (sheet No. 8) relating to Railways Nos. 3 and 4 on the deposited plans relating to the acquisition of additional lands the Company shall if so required by the council within three months after the Company shall have acquired the same add to so as to increase the present width of the streets upon which such lands respectively abut along the whole frontage of the lands so acquired and the parts of such lands to the extent and for the distances respectively shown by red colour on the five plans marked “D” which have been signed in triplicate by the Right Honourable Thomas Lister Baron Ribblesdale the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred.

(2) The council shall pay to the Company in respect of such lands so added to the width of the streets the costs incurred by the Company of acquiring and conveying such lands to the council and otherwise in relation thereto and the amount to be so paid shall failing agreement be determined by a surveyor to be appointed on the application of either party by the President of the Surveyors’ Institution.

(3) Any parts of such lands so added to any street as aforesaid shall be thereupon deemed to form part of the highway of the street to which the same respectively have been added and shall thereafter be respectively made up paved maintained repaired

cleansed and lighted as the case may be by the councils of the city of Westminster or of the royal borough of Kensington or of the metropolitan borough of Stepney.

A.D. 1903.

24. Before the Company commence the construction of any railway tunnel or other work authorised by this Act which will be underneath the surface of any street or road within the county or under the Embankment Gardens they shall submit for the approval of the engineer of the council plans sections and specifications thereof. If the engineer of the council shall not within one month after the said plans sections and specifications shall have been so submitted to him object to the same by notice in writing served upon the Company the said plans sections and specifications shall be deemed to have been approved for the purposes of this Act and if the said engineer make any such objection then unless the said plans sections and specifications be agreed between the engineer of the Company and the engineer of the council within twenty-one days after the service of such objection any matter in difference shall be settled by arbitration.

Certain plans to be submitted to council.

Any such railway tunnel or other work as aforesaid shall be constructed in accordance with the plans sections and specifications so approved by the engineer of the council or determined by arbitration.

25. The Company shall furnish to the council full and detailed information as to the strata and other matters of the like nature traversed in such borings as they may make from the surface of any street in the construction of the railways and works by this Act authorised within the county.

Information as to strata to be furnished.

26. The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on any lands in the county acquired under the powers of this Act and to any new buildings or additions to existing buildings erected under the powers of this Act and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Acts contained but no such exemptions shall be deemed to apply to such part of any building as shall be used or intended to be used for other than railway purposes.

Application of London Building Acts.

27. In the exercise of any of the powers of this Act the Company shall not without the consent of the corporation enter upon take use injure or in any way interfere with any public service

For protection of public service works.

A.D. 1903. works constructed by the corporation in the city of London under the provisions of the City of London (Various Powers) Act 1900 or any apparatus pipes or wires placed therein but such consent shall not be withheld so as to prevent the Company from constructing the railways and works by this Act authorised.

Compensation for damage to corporation property.

28. The Company shall make full compensation to the corporation for any damage to or subsidence of any buildings sewer drain or work under the jurisdiction or control of the corporation in or under any street road or footway in the city of London in or under which any part of the railway or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the exercise of any powers under this Act or by any act or default of the Company their contractors servants or agents.

Prohibiting placards and advertisements in city of London.

29. The Company shall not affix exhibit or permit to be affixed or exhibited upon any part of their premises within view of any public street within the city of London any placards or advertisements other than those relating to the railways of the Company unless the same shall have been approved in writing by the corporation and if any such placard or advertisement be affixed or exhibited without such approval the corporation and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

Lands in city of London to be liable to payment in lieu of rates.

30. The Company shall in respect of all lands acquired by them under the powers of this Act within the city of London be liable to and pay a sum of money equal to the sum which would have been payable as and for all the consolidated sewer and other rates and contributions leviable within the said city if the said lands and the hereditaments thereon had continued to be in the same occupation of the same assessable value and in the same state and condition as when the said lands and hereditaments last were rateable The liability of the Company to pay the said sum shall begin when the liability of the last preceding rateable occupier ceases and shall continue until the undertaking shall so far as it concerns the said lands or any part thereof in whole or in part be completed and assessed or liable to be assessed to the before-mentioned rates and contributions or until such lands as may not be required for the purposes of the undertaking shall have been otherwise duly assessed or liable to be assessed and become liable to the before-mentioned rates and contributions The said sum of money shall be payable and recoverable and when paid shall be

applicable as if the same formed part of the before-mentioned rates and contributions. A.D. 1903.

**31.** No electricity shall be generated within any part of the city of London without the consent of the corporation. No generating station in city of London.

**32.** The Company shall keep the corporation indemnified against all actions claims and demands whatsoever for which the corporation are legally liable brought or made against the corporation by any person during and in respect of the construction of Railways Nos. 3 and 4 or any works connected therewith in the city of London. Indemnity to corporation.

**33.** It shall not be lawful for the Company to take or demand on Railways Nos. 3 or 4 by this Act authorised on Sunday or on any bank or public holiday any higher rates or charges than those levied or made by them on ordinary working days. Sunday fares.

**34.** Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not enter upon take or use or in any way interfere with any part of the property numbered on the deposited plans 12 in the city of London or the subsoil thereunder without the consent in writing of the lessees. For protection of George Eugene Myers and Courtney Modestus Myers.

**35.** Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not enter upon take or use or in any way interfere with any part of the property numbered on the deposited plans 17 in the parish of St. Botolph Without Aldgate in the metropolitan borough of Stepney or the subsoil thereunder without the consent in writing of the lessees and neither the said Railway No. 4 nor the works connected therewith shall during construction or when completed be in physical contact with the said property or any part thereof. For protection of Alfred VanNoorden and Victor Myers.

**36.** All public rights of way over or along any footpath which shall under the provisions of this Act be diverted stopped up and discontinued shall be extinguished as from the date of such diversion stopping up or discontinuance but any such footpath shall not be stopped up or discontinued unless and until the new footpath which is by this Act authorised to be substituted therefor is completed to the satisfaction of two justices : Extinguishment of rights of way.

Provided that the Company shall before applying to such justices for their certificate that any footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such footpath is situate.

**37.** The Company may construct maintain and work a generating station for the generation of electrical power on the Generating station.

A.D. 1903. lands described in the First Schedule to this Act but it shall not be lawful for the Company to maintain or work a generating station on or cause electrical power to be generated on any land other than the lands described in the First Schedule to this Act and in section 17 of the Act of 1900 and on land expressly appropriated or to be appropriated for such purpose by any other Act of Parliament but this restriction shall not apply to sub-stations for the transformation and distribution of electrical power.

Lands for extraordinary purposes.

**38.** In addition to the other lands which the Company are by this Act authorised to acquire they may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land (not being land within the county) not exceeding ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the authority of this section.

Period for compulsory purchase of lands.

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

Persons under disability may grant easements &c.

**40.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

**41.** And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is

required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only, without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs

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charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Company  
may acquire  
easements  
only under  
lands &c.  
and purchase  
cellars &c.

42. Where any railway by this Act authorised passes under the existing railway of the Company or where any railway or any improvement or extension of the Company's existing railway stations is or where any other works are to be situated below the surface of the lands described in the Third Schedule to this Act the Company shall not be required to take the lands under or over their existing railway or the improved or extended station or the lands described in that Schedule or any part of the surface of any of such lands or any houses buildings and premises thereon or any cellar vault arches or other construction held or connected therewith but the Company may instead of purchasing and taking the same purchase and take an easement or right of using the subsoil and undersurface of any such lands and if the Company require to take



use pull down or open any such cellar vault arches or other construction they may purchase take and use and the owners of and other persons interested in any such vault cellar arches or other construction shall sell the same for the purposes of such railway and such improvement and enlargement of stations or other works and the purchase of any such easement or of any such cellar vault arch or other construction shall not in any case be deemed the purchase of a part of a house or other building or manufactory within the meaning of section ninety-two of the Lands Clauses Consolidation Act 1845. But nothing in this section contained nor any dealing with the lands in pursuance of this section shall relieve the Company from the liability to compensate under section sixty-eight of the Lands Clauses Consolidation Act 1845 and every case of compensation to be ascertained under this Act shall be ascertained and determined according to the provisions contained in the Lands Clauses Acts.

**43.**—(1) The Company or the Brompton Company shall not purchase acquire or appropriate under any of the powers of this Act or for any of the purposes of this Act twenty or more houses or sites of houses in the administrative county of London which at any time within five years before the passing of this Act have been or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

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—  
Restriction  
on taking  
houses of  
labouring  
class.

(2) The Company shall not under the powers of this Act purchase or acquire ten or more houses outside the administrative county of London which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(3) If the Company or the Brompton Company purchase acquire or appropriate any house or site under the powers of this Act or for any of the purposes of this Act in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds for every such house or site which penalty shall be recoverable by the Secretary of State or the Local Government Board as the case may be by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom. Provided that the court may if it thinks fit reduce such penalty.

(4) For the purposes of this section—

The expression “house” means any house or part of a house occupied as a separate dwelling; and

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

Deposit money not to be repaid except so far as railways are opened.

44. Whereas pursuant to the standing orders of both Houses of Parliament and the Parliamentary Deposits Act 1846, a sum of forty-one thousand two hundred pounds two-and-three-quarters per cent. consolidated stock (in this section referred to as "the 1897 deposit fund") was deposited with the Paymaster-General for and on behalf of the supreme court in respect of the application to Parliament for the Act of 1897. And whereas of the 1897 deposit fund six thousand four hundred and forty-four pounds of such stock was in respect of the portion of the railway authorised by the Act of 1897 between the commencement of such railway and South Kensington Station and thirty-four thousand seven hundred and fifty-six pounds of such stock was in respect of the portion of such railway between South Kensington Station and the termination thereof. And whereas a sum of three thousand three hundred and ninety-six pounds of such stock being a portion of the 1897 deposit fund represents five per cent. on the estimate of expense of the portion of the railway authorised by the Act of 1897 which portion of railway is to be abandoned under the authority of this Act. And whereas a sum of twenty-three thousand seven hundred and twenty-nine pounds two-and-three-quarters per cent. consolidated stock being equal to five per cent. upon the amount by which the estimate of expense for the railways by this Act authorised exceeds the estimate of expense of the portion of railway so to be abandoned has pursuant to the standing orders of both Houses of Parliament and the Parliamentary Deposits Act 1846 been deposited with the Paymaster-General for and on behalf of the supreme court in respect of the application to Parliament for this Act (which two amounts of three thousand three hundred and ninety-six pounds of such stock and twenty-three thousand seven hundred and twenty-nine pounds two-and-three-quarters per cent. consolidated stock amounting together to twenty-seven thousand one hundred and twenty-five pounds of such stock are referred to in this Act as "the deposit fund"). And whereas of the deposit fund ten thousand nine hundred and forty-three pounds of such stock is

in respect of Railway No. 2 by this Act authorised and sixteen thousand one hundred and eighty-two pounds of such stock is in respect of Railways Nos. 3 and 4 by this Act authorised And whereas of the 1897 deposit fund there remains thirty-seven thousand eight hundred and four pounds of such stock after the deduction of three thousand three hundred and ninety-six pounds of such stock above referred to And whereas of such thirty-seven thousand eight hundred and four pounds stock so remaining thirty-four thousand seven hundred and fifty-six pounds of such stock is in respect of the portion of the railway authorised by the Act of 1897 between South Kensington and the Mansion House and three thousand and forty-eight pounds of such stock is in respect of the portion of such railway between South Kensington and the commencement of Railway No. 2 by this Act authorised Be it enacted that notwithstanding anything contained in the said Act of 1846 the deposit fund shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act of 1846 or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways authorised by this Act open the same for the public conveyance of passengers and if the Company shall make default in so opening such railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any of such railways or any portion thereof for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the railway so opened as aforesaid and the portion of the deposit fund applicable thereto as above specified in this section or as the case may be the length of the portion of such railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund applicable to such railway the same proportion as the length of such railway so opened bears to the entire length of such railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

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Application  
of deposit.

45. If the Company do not previously to the expiration of the period limited for the completion of the railways authorised by this Act complete the same and open them for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been transferred to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of such railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for  
completion  
of works.

46. If the railways by this Act authorised are 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 Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

### PART III.

#### ELECTRIC CABLES &c.

Power to lay  
down cables  
in streets.

47.—(1) Subject to the provisions of this section the Company may lay down and maintain in the lines or within the limits of deviation shown upon the deposited plans mains cables or wires together with any necessary pipes conduits tubes or coverings man-holes inspection chambers and other conveniences and appliances

connected therewith (all of which are in this section referred to as "the cables and works") for the purpose of conveying electrical energy from the Company's generating station to the railway of the Company at or near the Earl's Court Station of the Company along or under the following streets (viz.) Lots Road from the westernmost point of the site of the Company's generating station opposite the Balloon Tavern Lots Road and thence beneath and along Lots Road and Uverdale Road crossing under and along King's Road to and passing through and beneath certain lands known as the Royal Exotic Nurseries situate between King's Road and Fulham Road and thence beneath and along Fulham Road to Ifield Road and beneath and along Ifield Road Adrian Terrace Finborough Road Richmond Road and Warwick Road to the railway of the Company at or near the Earl's Court Station of the Company all which said streets and lands are situate in the parish of St. Luke Chelsea and metropolitan borough of Chelsea and in the parish of St. Mary Abbots Kensington and metropolitan borough of Kensington and county of London.

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(2) Nothing in this section shall authorise the Company to enter upon open and break up or use the surface of any public street or road except for the purpose of laying down maintaining and repairing the cables and works but (subject as aforesaid) the Company may pursuant to the provisions of this section enter upon open and break up and use the subsoil and undersurface of any public street or footway shown on the deposited plans and described in the deposited books of reference or so much thereof as shall be necessary for the purposes aforesaid.

(3) Detailed plans and sections of and explanatory information relating to the cables and works (showing inter alia the streets in which it is proposed that such cables and works shall be constructed and the mode of construction and the positions and levels thereof) shall before the cables and works are commenced be approved by the Board of Trade and notwithstanding anything herein contained the cables and works shall be constructed in accordance with such approved plans and not otherwise. No future enlargement or alteration of the cables and works shall be made without the similar approval of the Board of Trade. Before giving such approval the Board of Trade shall have regard to the safety and convenience of the public and shall consider any representations made to them by the council and the local authorities the London Electric Supply Corporation Limited the Kensington and Knightsbridge Electric Lighting Company Limited and the Chelsea Electricity Supply Company Limited.

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(4) Where the cables and works shall be laid under the powers of this Act across King's Road and Fulham Road or either of them such cables and works shall be laid at a depth of not less than four feet six inches below the present surface of such roads respectively.

(5) The Company may for the purpose of laying down maintaining repairing renewing or removing the cables and works enter upon open and break up the soil and pavement of the streets referred to in this Part of this Act and any sewers drains tunnels pipes and other works in or under such streets and may lay down and place in or under such streets and places electric cables and mains conduits tubes pipes coverings and inspection chambers and apparatus for examining testing regulating measuring directing or controlling the supply of electrical energy and examining or testing the state or efficiency thereof or generally for the purposes by this Part of this Act authorised and the Company may repair alter or remove the same and may remove and use all earth and other materials in and under any streets or places so opened or broken up and for such purposes may do all other acts which they shall from time to time deem necessary for the due conveyance of electrical energy from the Company's generating station to the railway of the Company.

(6) Nothing in this Part of this Act shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply except in accordance with and subject to the provisions of that section.

(7) Section 5 and section 7 of the Act of 1902 are hereby repealed.

Power to borough councils to agree with Company as to variations of routes of cables &c.

48. The mayor aldermen and councillors of the royal borough of Kensington and the mayor aldermen and councillors of the metropolitan borough of Chelsea may subject to the approval of the Board of Trade enter into and carry into effect agreements with the Company with respect to variations of the routes of the cables and works authorised by this Part of this Act. Before giving such approval the Board of Trade shall consider any representations made to them on the subject by the council.

As to laying electric mains &c. on working over portion of South Western Railway.

49. The Company may lay down maintain and use along the portion of the railway of the South Western Company between the junction of the Company's railway with that railway near Ravenscourt Park Station and the junction of the Company's Ealing Extension Railway with the railway of the South Western Company near Turnham Green Station cables wires and other apparatus and may execute all such other works as may be necessary

[3 EDW. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

therefor and may transmit electrical power from the Company's generating station through such cables wires and other apparatus to that portion of the Company's undertaking which is to the westward of Turnham Green Station.

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The terms conditions and regulations to which the Company shall be subject in respect of the user of the foregoing powers and the consideration to be paid by them for the same shall if not agreed on between the Company and the South Western Company be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either of the said companies.

50. The Company may work by electrical power or steam power the traffic on the railways by this Act authorised and on their Ealing and South Harrow Railway Acton Junction Railway and Hounslow Railway.

Working of certain railways by electrical power.

51. The Company shall not under the powers of this Act in electrifying their Acton Junction Railway execute any works upon the North and South Western Junction Railway without the consent in writing of the London and North Western Railway Company the Midland Railway Company and the North London Railway Company under their respective common seals.

For protection of London and North Western Midland and North London Railway Companies.

#### PART IV.

##### TOLLS RATES FARES AND CHARGES.

52. The Company shall not be bound to carry on the railways by this Act authorised any cattle or other animals or any goods articles or merchandise but in respect of any goods articles and merchandise carried on such railways the classification of merchandise traffic including perishable merchandise by passenger trains and the schedule of maximum rates and charges applicable to the Company authorised by the Railway Rates and Charges No. 5 (East London Railway &c.) Order Confirmation Act 1892 shall be applicable and apply to such railways and to the Company as if Railway No. 2 were part of the Company's Inner Circle main line mentioned in the said schedule and as if Railways Nos. 3 and 4 were part of the City Lines Railway also mentioned therein Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Rates for merchandise.

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Maximum fares and charges for passengers and their luggage.

**53.** The maximum fares and charges to be charged by the Company for the conveyance of passengers and their luggage on the railways by this Act authorised including every expense incidental to such conveyance shall be as follows:—

In respect of Railway No. 2 the fares and charges authorised by sections 63 (Maximum rate of charges for passengers) and 65 (Passengers' luggage) of the Act of 1897:

In respect of Railways Nos. 3 and 4 the fares and charges authorised by section 51 (Tolls on railways) of the Act of 1879.

Foregoing charges not to apply to special trains.

**54.** The restrictions as to the charges to be made for passengers shall not extend to any special train or car run upon the railways authorised by this Act in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary trains or cars appointed from time to time by the Company for the conveyance of passengers upon such railways.

Tolls for small parcels.

**55.** For the conveyance on the railways by this Act authorised of small parcels the Company may demand and take any charges following:—

In respect of Railway No. 2 the charges authorised by section 64 (Charges for small parcels) of the Act of 1897:

In respect of Railways Nos. 3 and 4 the charges authorised by section 51 (Tolls on railways) of the Act of 1879.

Tolls.

**56.** The Company may demand and take for the use of the railways by this Act authorised by any other company or person with engines and carriages such reasonable tolls as they think fit.

Special accommodation on railways.

**57.** Notwithstanding anything contained in the Acts relating to the Company the Company after their railways are worked by electricity shall be under no obligation to provide either separate first or second class carriages on any trains on their railways but if the Company provide first or second class carriages or any carriage or car with separate special accommodation the Company may in respect thereof charge in addition to the fares which they are authorised to charge for third-class carriages any sum not exceeding threepence for each passenger.

## PART V.

### CAPITAL.

Power to apply corporate funds to purposes of Act.

**58.** The Company may apply to the purposes of this Act or to the general purposes of their undertaking to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares stock or mortgage by



virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

A.D. 1903.

**59.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole nine hundred thousand pounds by the issue at their option of new ordinary shares or stock or second preference stock ranking for dividend next after the Company's existing preference stock and conferring on the holders thereof the same privileges and advantages for the purposes of voting at meetings of the Company as the holders of the said existing preference stock have or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value 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 raise additional capital.

**60.** Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

**61.** The capital in new shares or stock so created shall form part of the capital of the Company.

New shares or stock to form part of capital of Company.

**62.** Every person who becomes entitled to such new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

Dividends on new shares or stock.

**63.** Except as otherwise expressly provided by this Act no person shall be entitled to vote in respect of any new shares or stock created under this Act to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preferential shares or stock.

**64.** Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act the Company may if they

New shares or stock raised under this Act and any other

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Act of past sessions may be of same class.

Power to borrow.

think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

**65.** The Company may in respect of the additional capital of nine hundred thousand pounds which they are by this Act authorised to raise borrow on mortgage of the undertaking any moneys not exceeding in the whole three hundred thousand pounds in manner following (that is to say) They may borrow the sum of one hundred thousand pounds in respect of each sum of three hundred thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up but no part of any such sum of one hundred thousand pounds to be borrowed as aforesaid shall be borrowed until shares for such portion of the said additional capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one half of such portion of additional capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion of additional capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of additional capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted (and to the extent aforesaid paid up) bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as such portion of additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

For appointment of a receiver.

**66.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise money by borrowing for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by

the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed 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 any such provision. The mortgagees of the undertaking of the 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.

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**67.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under any previous Act or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Debenture stock.

**68.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Existing mortgages to have priority.

**69.** If any money is payable to a shareholder stockholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in case of persons not sui juris.

**70.** Subject to the provisions of this Act all moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act or to the general purposes of the Company's undertaking to which capital is properly applicable.

Application of moneys.

A.D. 1903.

Interest not to be paid out of capital.

71. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Issue of capital and exercise of borrowing powers.

72. The Company may from time to time issue and dispose of any capital which they are authorised to raise at such times to such persons on such terms and conditions at such discount or price below the nominal amount and in such manner as the directors think advantageous to the Company and the Company may create and issue debenture stock for the money which they are authorised to borrow notwithstanding that the ordinary or preference stock in respect of which it is authorised to be borrowed is issued at a discount.

Consolidation of rentcharge and guaranteed stocks.

73.—(1) Subject to the provisions of this Act the rentcharge and guaranteed stocks of the Company in this section mentioned or any two or more of them may be consolidated into one rentcharge stock of one class entitled to a perpetual guaranteed rent or dividend at the uniform rate of three per cent. per annum as hereinafter provided. The stocks to which this section refers are as follows:—

Name of Stock.	Rate per cent. per Annum.	Act of Parliament under which created.	Amount of Stock.
Hammersmith rentcharge stock.	4½	District Railway (Hammersmith Extension Amalgamation) Act 1874.	£ 244,444
Ealing rentcharge stock	4½	Metropolitan District Railway Act 1877.	250,000
Fulham rentcharge stock	4½	Metropolitan District Railway Act 1878.	300,000
Bow Extension guaranteed stock.	4	Whitechapel and Bow Railway Act 1898.	330,000
Ealing and Harrow rentcharge stock.	3½	Metropolitan District Railway Act 1900.	250,000
Hounslow rentcharge stock	3½	This Act	165,714

(2) The consolidation shall not take effect as regards any one of the said stocks unless and until it shall have been approved by separate meetings of the holders of that stock in manner provided by this Act and the resolution expressing such approval may contain the condition that the consolidation shall not take effect as regards

such stock unless and until it takes effect as regards such other of the said stocks as are mentioned in the resolution. A.D. 1903.

(3) Each separate meeting of the holders of the several rent-charge and guaranteed stocks shall be convened and held in like manner as an extraordinary general meeting of the Company and shall be held not sooner than fourteen days nor later than one month after the notice convening the meeting and stating the object thereof and the nature of the proposed consolidation shall have been sent to the holders of the particular rentcharge or guaranteed stock a meeting of whom is being convened and the chairman of the directors of the Company or in his absence one of the directors of the Company shall be entitled to be present and take the chair and the consolidation shall not be deemed to have been approved at any such meeting unless it shall have been approved by the votes given in person or by proxy of the holders of not less than three-fourths of the amount of stock represented at such meeting.

(4) As soon as the consolidation shall have been approved so as to take effect in respect of two at least of the said stocks the several stocks in respect of which the consolidation is to take effect shall by virtue of this Act and without any further or other authority (but without prejudice to the right of the holders of those stocks to receive and recover all rent or dividends accruing on their respective stocks down to the date of such approval) become and be one stock to be called "Metropolitan District Railway three per cent. consolidated rentcharge stock" and such consolidated stock shall be entitled to a perpetual guaranteed rent or dividend as from the date of such approval at the rate of three per cent. per annum payable half yearly on the first day of January and first day of July and every holder of the said stocks in respect whereof the consolidation is to take effect shall as from the date of such approval be deemed to be the holder of so much of the consolidated stock as will at the rate of three per cent. per annum yield him the same annual return as his holding of the stocks so consolidated would yield him at the respective rates per cent. per annum set out in subsection (1) of this section opposite to the respective descriptions of the stocks so consolidated and the amount of the consolidated stock shall accordingly exceed the aggregate total of the stocks so consolidated by the amount requisite for giving effect to this provision.

(5) In case and as often as after the consolidation shall have taken effect as regards any of the said stocks it shall be approved by the holders of another of the said stocks in such manner as to take effect in respect of such latter stock then on the date of

A.D. 1903. such approval the latter stock shall by virtue of this Act and without any further or other authority (but without prejudice to the right of the holders thereof to receive and recover all rent or dividend accruing thereon down to the date of such approval) become and be a part of the consolidated stock entitled to a perpetual guaranteed rent or dividend as aforesaid and every holder of the stock so becoming consolidated stock shall as from the date of such approval be deemed to be the holder of so much of the consolidated stock as will at the rate of three per cent. per annum yield him the same annual return as his holding of the stock so becoming consolidated would yield him at the rate per cent. per annum specified in the table set out in subsection (1) of this section opposite to the description of the stock so becoming consolidated and the amount of the stock so becoming consolidated stock shall accordingly be on consolidation increased by the amount requisite for giving effect to this provision.

(6) The holders of the consolidated stock shall together be entitled *pari passu* and without any distinction or priority inter se to the benefit of the same rights remedies and charges as would (if the consolidation had not taken place) have been vested in or would have belonged to the holders of the several rentcharge and guaranteed stocks from the consolidation whereof the consolidated stock shall have arisen but the rent or dividend on the consolidated stock shall be a first charge on the whole gross revenue of such undertakings and on such moneys of the Company as are now charged with the several rentcharge and guaranteed stocks from the consolidation whereof the consolidated stock shall have arisen. The consolidated stock shall not confer on the holders thereof any right of voting at the meetings of the Company.

(7) Trustees executors administrators and all holders in any representative or fiduciary capacity of any of the said unconsolidated rentcharge and guaranteed stocks are hereby expressly authorised as regards any consolidated stock which shall become vested in or shall belong to them or to which they shall become entitled under or by virtue of this Act to hold or otherwise deal with the consolidated stock in the same manner and with the same powers as if the same were the original unconsolidated rentcharge or guaranteed stock held by them previously to the consolidation and the consolidation shall not operate to affect any will or testamentary instrument disposing of or in any way relating to any portion of the rentcharge or guaranteed stocks before the same were consolidated.

74. If at any time after the passing of this Act the Company and the holders of the Metropolitan District (Bow Extension)

second guaranteed stock (in this section referred to as "Bow stock") authorised by the Whitechapel and Bow Railway Act 1900 and the Act of 1902 amounting to one hundred and eighty-two thousand nine hundred and twenty-seven pounds shall so agree the following provisions shall have effect:—

A.D. 1903.  
(Bow Ex-  
tension)  
second guar-  
anteed stock.

(1) The Bow stock shall be surrendered by the holders thereof to the Company and such holders shall receive in lieu of the Bow stock sixty thousand pounds four per centum debenture stock and one hundred and fifty thousand pounds second preference stock of the Company which shall be divided among them rateably in proportion to their holdings and there shall be by virtue of this Act created for that purpose sixty thousand pounds four per centum debenture stock and one hundred and fifty thousand pounds second preference stock of the Company in addition to the additional capital which the Company are authorised by Part V. of this Act to raise. Such second preference stock and debenture stock shall respectively rank *pari passu* both as regards principal and interest with any second preference stock and debenture stock that may be created and issued by the Company in pursuance of the provisions of this Act and the holders of such second preference stock shall be entitled to the same privileges and advantages for the purposes of voting at meetings of the Company as the holders of the existing preference stock of the Company have:

(2) The several persons who at the date of such agreement appear in the books of the Company to be holders of Bow stock or their respective executors administrators or assigns shall respectively be deemed to be holders of such stock for the purpose of receiving the debenture and second preference stock of the Company in substitution for their holdings of Bow stock as hereinbefore provided:

(3) All persons being holders of Bow stock whether in their own right or as trustees executors or administrators may and shall accept the debenture and second preference stock to be substituted by the Company according to the provisions of this Act in lieu of the Bow stock and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the Bow stock:

(4) Every holder of Bow stock shall when required by the Company deliver to the Company the certificates for Bow stock held by him and in exchange for such certificates the

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Company shall issue to him certificates of the debenture and second preference stock for the amount to which he shall be entitled under the provisions of this Act:

- (5) If the certificates for any Bow stock be lost or destroyed then upon proof thereof and upon an indemnity being given to the satisfaction of the directors of the Company against any claim in respect of such lost or destroyed certificates the Company shall deliver to the persons entitled to such certificates certificates for the amount of the debenture and second preference stock to which he would be entitled hereunder if such first-mentioned certificates had been delivered by him as hereinbefore provided.

Release of deposit money of Ealing and South Harrow Extension Railway.

75. On the application of the depositors described in section 40 of the Ealing and South Harrow Railway Act 1894 (in this section called "the depositors") in a summary manner at any time after the passing of this Act the High Court may and shall order that the sum of four thousand four hundred and twenty-five pounds nine shillings two-and-three-quarters per cent. consolidated stock being the deposit fund referred to in the Ealing and South Harrow Railway Act 1894 and any interest thereon shall be transferred to the depositors or as they may direct.

#### PART VI.

##### VESTING OF HOUNSLOW AND METROPOLITAN RAILWAY IN THE COMPANY.

Vesting undertaking of Hounslow Company in Company.

76. As and from the date of the passing of this Act (hereinafter called "the date of vesting") the undertaking of the Hounslow Company (including all superfluous lands whether vested in the Hounslow Company or in Charles Morrison but not including any cash in the hands of the Hounslow Company or the said Charles Morrison) shall be, and the same is by virtue of this Act subject to the provisions hereinafter expressed transferred to and vested in and amalgamated with the Company subject to all obligations debts contracts and liabilities affecting the same or the Hounslow Company other than debentures and arrears of interest on debentures and shall thenceforth subject to the provisions of this Act form an integral part of the undertaking of the Company and at and from that date all the lands property powers rights privileges easements and authorities now vested in and belonging to the Hounslow Company and all lands acquired by that company for the purposes of the said undertaking including all superfluous lands as aforesaid and all powers with respect to the levying and recovery of tolls rates and charges and all other the rights powers privileges easements and



authorities then belonging to or which may be claimed or exercised by the Hounslow Company except such cash as aforesaid shall be and the same are hereby vested in and may be exercised by the Company and as on and from that date the Hounslow Company are hereby dissolved except for the purpose of winding up their affairs.

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77. There is hereby created one hundred and sixty-five thousand seven hundred and fourteen pounds three-and-a-half per cent. per annum rentcharge stock of the Company to be called "the Metropolitan District (Hounslow) rentcharge stock" (in this Act referred to as "the Hounslow rentcharge stock") and the directors of the Company shall within one month after the passing of this Act or with all reasonable despatch after that date issue and give such rentcharge stock to the holders of the debentures preference stock and ordinary stock of the Hounslow Company in the order and in the proportion hereinafter provided and in substitution therefor and thereupon the debentures with all arrears of interest thereon preference stock and ordinary stock of the Hounslow Company shall be extinguished and the debentures and certificates of stock shall be delivered up to the Company to be cancelled.

Creation of Metropolitan District (Hounslow) rentcharge stock.

78.—(1) The directors of the Company shall issue to the holders of debentures of the Hounslow Company respectively such amounts of the Hounslow rentcharge stock as are equal at par value to the amounts secured upon the said debentures for principal together with the arrears of interest due thereon.

As to issue of rentcharge stock to holders of debentures and stock of Hounslow Company.

(2) The directors of the Company shall issue to the holders of preference stock of the Hounslow Company such amounts of the Hounslow rentcharge stock as are equal at par value to the amounts of the said preference stock held by them respectively together with the interest due thereon.

(3) The balance (if any) of the Hounslow rentcharge stock after the issue to the debenture holders and preference stock holders of the Hounslow Company as aforesaid shall be issued by the directors of the Company to the holders of the ordinary stock of the Hounslow Company rateably in proportion to the respective amounts of such ordinary stock held by them.

79. The Hounslow rentcharge stock shall be entitled to a perpetual guaranteed rent or interest at the rate of three pounds ten shillings per cent. per annum which shall be calculated to and payable on the first day of January and the first day of July in every year the first half-yearly payment to be made on the first day of January one thousand nine hundred and four and the guaranteed rent or interest on the Hounslow rentcharge stock shall

As to priority of rentcharge stock.

A.D. 1903. — be a first charge upon the undertaking of the Hounslow Company hereby transferred to and vested in the Company and upon the whole gross revenues of the Company arising from all traffic conveyed thereon and from all such traffic conveyed upon the Company's railways as shall pass on to or come from or over the railways of the Hounslow Company hereby transferred to and vested in the Company and in addition thereto shall if in arrear be a charge upon the whole of the undertaking and revenues of the Company as for rent in arrear and may be enforced accordingly subject to the provisions of the Railway Companies Act 1867 for the protection of rolling stock and plant used or provided by the Company.

Books of Hounslow Company to be evidence.

80. The several persons who at the date of vesting appear in the books of the Hounslow Company to be holders of debentures and preference and ordinary stock of that company or their respective executors administrators or assigns shall respectively be deemed to be holders of such debentures and preference and ordinary stock for the purpose of receiving the Hounslow rentcharge stock in substitution for their debentures and preference and ordinary stock of the Hounslow Company as hereinbefore provided.

Rentcharge stock to be accepted by holders of debentures and stocks of Hounslow Company.

81. All persons being holders of debentures and preference and ordinary stock of the Hounslow Company whether in their own right or as trustees executors or administrators may and shall accept the Hounslow rentcharge stock to be substituted by the Company according to the provisions of this Act in lieu of the debentures preference and ordinary stock of the Hounslow Company and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the debentures preference and ordinary stock of the Hounslow Company.

Exchange of certificates.

82. Every holder of debentures preference or ordinary stock of the Hounslow Company shall when required by the Company deliver to the Company the debentures or the certificates for preference or ordinary stock of the Hounslow Company held by him and shall for such debentures or certificates receive in exchange certificates of the Hounslow rentcharge stock for the amount to which he shall be entitled under the provisions of this Act.

As to lost certificates.

83. If the debentures or the certificates for any stock of the Hounslow Company be lost or destroyed then upon proof thereof and upon an indemnity being given to the satisfaction of the directors of the Company against any claim in respect of such lost or destroyed debentures or certificates the Company shall deliver

to the persons entitled to such debentures or certificates a certificate for the amount of the Hounslow rentcharge stock to which he would be entitled hereunder if such first-mentioned debentures or certificates had been delivered by him as hereinbefore provided. A.D. 1903.

84. The Hounslow rentcharge stock to be substituted as aforesaid shall be subject to the same trusts intents rights powers and privileges in all respects as the debentures or stock of the Hounslow Company for which the Hounslow rentcharge stock is substituted were liable and subject to and so as not to revoke any testamentary or other disposition affecting the debentures or stock of the Hounslow Company. Rentcharge stock to be held on same trusts.

85. On and after the date of vesting the affairs of the Hounslow Company shall be wound up and the directors of the Hounslow Company shall have full powers for that purpose. Winding up and dissolution of Hounslow Company.

86. All minute books books of account vouchers instruments and books relating to the undertaking of the Hounslow Company at the date of vesting and also all deeds muniments of title maps awards agreements and other documents relating to the lands of the Hounslow Company and in their possession or power shall be delivered to the Company at the date of vesting but the Hounslow Company shall have all such reasonable access thereto as may be necessary for the purpose of winding up their affairs. Books of Hounslow Company to become property of Company.

87. Notwithstanding the vesting of the undertaking of the Hounslow Company the secretary and other officers (if any) of that company shall not in consequence of such vesting be or become officers of the Company but the Hounslow Company shall discharge all obligations which they may be under to such secretary and officers respectively or any of them. As to officers of Hounslow Company.

88. The agreement made the third day of June one thousand eight hundred and eighty between the Company of the one part and Henry Daniel Davies Jason Gurney and James Oliver Mason of the other part and confirmed by the Hounslow and Metropolitan Railway Act 1880 and an agreement made the twenty-sixth day of July one thousand eight hundred and eighty-three between the Company of the one part and the Hounslow Company of the other part are hereby cancelled. Cancellation of agreement with Hounslow Company of 3rd June 1880.

## PART VII.

### MISCELLANEOUS.

89. The Company shall abandon the construction of (1) so much of the railway authorised by the Act of 1897 as is rendered unnecessary by the construction of Railway No. 2 by this Act Company may abandon portion of authorised

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—  
railway and  
mains cables  
and wires.

authorised and (2) the mains cables or wires or lines of cable or wire authorised by the Act of 1900 and the Act of 1902 respectively which are rendered unnecessary by the construction of the cables by this Act authorised and the provisions of Part III. of this Act shall extend and apply to such portion of the mains cables or wires or lines of cable or wire authorised by the Acts of 1900 and 1902 as shall have been laid at the date of the passing of this Act in lieu of the provisions of those Acts.

Compensa-  
tion for  
damage to  
land by entry  
&c. for pur-  
poses of por-  
tion of rail-  
way and  
works aban-  
doned.

90. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of work and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1897 or the Act of 1900 or the Act of 1902.

Compensa-  
tion to be  
made in res-  
pect of por-  
tion of rail-  
way and  
works aban-  
doned.

91. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchase of any land for the purposes of or in relation to any portion of the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Sale of roll-  
ing stock and  
application  
of proceeds.  
Application  
of funds in  
improve-  
ment of rail-  
way.

92. The Company may sell or dispose of rolling stock and other plant that may not be required or be available for use on their railways after they have been adapted for being worked by electric power and the Company may apply moneys received on such sale or disposal in or towards the purchase or adaptation of rolling stock and plant for working their railways by electric power and

[3 Edw. 7.] .*Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

for any other purposes to which capital is properly applicable The Company may apply any moneys which they now have in their hands or which they have power to raise by shares or stock or mortgage or debenture stock and which may not be required for the purposes for which the same were authorised to be raised or which they are authorised to raise by this Act in discharge of expenditure incurred or to be incurred in or towards the purchase or adaptation of rolling stock and plant for working their railways by electric power and in the renewal and improvement of their railways stations and works and in providing for any loss on the sale of rolling stock or plant or cancellation of any contract in connection therewith and in payment of such arrears on the Company's guaranteed stocks as are a charge on the Company's undertaking. A.D. 1903.

**93.**—(1) The sections of the Acts of 1879 1897 1900 1901 and 1902 which are enumerated and referred to in the Fourth Schedule to this Act (except so far as the same or any part or parts thereof are expressly repealed amended or varied by this Act) are incorporated with and form part of this Act and shall extend and apply to the railways and works by this Act authorised and to the several bodies or persons named or referred to in those sections in the manner and to the extent in the section mentioned as fully and effectually to all intents and purposes as if those sections had been re-enacted mutatis mutandis in this Act with reference thereto except that—

Incorporation of certain sections of Acts of 1879 1897 1900 1901 and 1902.

The sections referred to in Part I. of the Fourth Schedule shall extend and apply only to Railway No. 2 ;

The sections referred to in Part II. of the Fourth Schedule shall extend and apply only to Railways Nos. 3 and 4 Provided that the powers of section 16 of the Act of 1879 therein mentioned shall be exercised by the Company alone ;

The sections referred to in Part III. of the Fourth Schedule shall extend and apply to all the railways and works by this Act authorised and to the powers conferred upon the Company by Part III. of this Act :

Provided that any provisions of the said incorporated sections referring to a vestry or district board shall be read and have effect as applying to the council of a metropolitan borough.

(2) Section 40 of the Act of 1897 shall extend and apply to the Chelsea Electricity Supply Company Limited (hereinafter called "the Chelsea Company") and to the Charing Cross and Strand Electricity Supply Company Limited in like manner in all respects as if such companies had been expressly named and included in the said section as extended and applied by this Act.

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(3) Before commencing the work for laying any of the mains cables or wires of which plans and sections have been delivered by the Company to the Chelsea Company the Company shall give to the Chelsea Company a notice of not less than twenty-four hours and not more than forty-eight hours of their intention to commence any part of such work stating what part of the work the notice refers to.

Power to make agreements as to communications with stations of other companies.

94. The Company on the one hand and any other railway company on the other hand may from time to time enter into and carry into effect agreements and arrangements with respect to the construction use and maintenance of such ways stairs passages lifts and communications on lands of the respective companies as may be necessary for enabling passengers to pass from or to any station of the Company to or from any station of any such other company.

Power to Company to build sell let deal use or dispose of shops buildings &c.

95.—(1) Subject to the provisions of this Act the Company may build sell let or otherwise deal with or dispose of fit up and decorate shops chambers flats offices or other buildings on or over any of their existing stations and on or over any station they may hereafter construct or upon lands already belonging to them or to be acquired by them under the powers of this Act and not required for the purposes of their undertaking and may sell and dispose of the freehold or other interest of and in any houses and buildings or any part or parts thereof built by them over any of their stations or on the site thereof and may also sell or dispose of the right to build on or over any of their stations or the sites thereof as freehold or they may demise such right.

(2) Every such sale demise letting or disposition shall be in such manner for such consideration and on such terms and conditions as the Company think fit and in the case of a sale either in consideration of a gross sum or of an annual rent or of any other payment in any other form and the Company may make execute and do any deed act or thing proper for effectuating any such sale demise letting or disposition.

(3) Provided that nothing in this section contained shall apply to any land hereditaments or premises comprised in or subject to an agreement under seal dated the 22nd day of March 1901 and made between the Commissioners of Works of the one part and the Company of the other part and executed in duplicate being an agreement for grants to the Company of user of three plots of land in connection with the subway of the Company and the museums at South Kensington for terms of years.

(4) The provisions of this section shall not except with the consent of the council apply to the Company's Temple Station. A.D. 1903.

(5) Plans as regards the elevations of any buildings proposed to be erected opposite to or within one hundred yards of any public building or park vested in or in charge of the Commissioners of Works shall be submitted to the said Commissioners for approval before erection but if the said Commissioners do not approve of such plans within one month after such submission such plans shall be referred for approval to the President of the Royal Institute of British Architects or an architect to be nominated by him. The referee on any such reference shall hear the objections of the said Commissioners to the submitted plans and the costs of the said Commissioners of the reference and incidental thereto and the charges of the referee shall be borne by the Company. The Company shall only build in accordance with the plans as so approved by the Commissioners or the referee as the case may be.

(6) The provisions of this section shall not except with the consent in writing of the Metropolitan Company under their common seal apply to any station upon the City Lines Railway or to any of the lands now vested in the Company and the Metropolitan Company or either of them under the Act of 1879 which lands are coloured red on the plan marked C signed in triplicate by the Right Honourable Thomas Lister Baron Ribblesdale the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred but this subsection shall not apply to any of such lands which may be acquired by the Company under the powers of this Act.

96. The Company the Whitechapel and Bow Railway Company and the Tilbury Company may enter into and carry into effect agreements varying the terms of the articles of agreement dated the 12th day of September 1898 made between the Whitechapel and Bow Railway Company of the first part the Company of the second part and the Tilbury Company of the third part scheduled to and confirmed by the Whitechapel and Bow Railway Act 1900 in regard to the apportionment of through fares and rates. Varying agreement of 12th Sept. 1898 with Whitechapel and Bow Railway Company.

97. The Company on the one hand and the London United Tramways (1901) Limited or any other company, body authority or person owning or working any railway tramway or light railway and any company having stations on or near to any of the Company's railways on the other hand may enter into and carry into effect agreements for and with respect to the interchange transmission and delivery of traffic coming from or destined for or passing over. Agreements with owners of other railways and of tramways for interchange of traffic &c.

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the respective tramways railways and works of the contracting companies and the issue of through tickets and the fixing of through fares tolls and charges to be demanded and recovered in respect of such traffic and the division and apportionment of the receipts arising from such traffic.

Confirmation of agreement with Brompton Company.

**98.** The agreement dated the 17th day of April 1902 between the Company and the Brompton Company (by its then name of the Brompton and Piccadilly Circus Railway Company) as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding and shall have effect and may be carried out as if it formed part of this Act. Provided always that the said agreement shall be read and have effect as if it had applied *mutatis mutandis* to Railway No. 2 by this Act authorised in lieu of so much of the railway authorised by the Act of 1897 as is by this Act authorised to be abandoned.

Agreements with Underground Company.

**99.** The Company may enter into and carry into effect agreements with the Underground Company with regard to the equipping for electric traction of and the supply of electric current by the Underground Company to the railways authorised by this Act and the laying down and construction of the electric cables by this Act authorised.

Confirmation of agreement with Underground Company.

**100.** The agreement dated the twenty-third day of April one thousand nine hundred and three between the Company and the Underground Company as set forth in the Sixth Schedule to this Act is hereby confirmed and made binding and shall have effect and may be carried out as if it formed part of this Act.

Confirming agreement and saving rights of Crown.

**101.** The articles of agreement relating to the garden in Trinity Square in the city of London made the second day of July one thousand nine hundred and three between John Francis Fortescue Horner one of the Commissioners of His Majesty's Woods Forests and Land Revenues and the Company and contained in the Seventh Schedule to this Act are confirmed and shall be binding upon the Company and valid as between the Commissioners of His Majesty's Woods Forests and Land Revenues and the Company and except as provided by such articles of agreement nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments including the subsoil of any street road or way or any rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of His Majesty's Woods Forests and Land Revenues nor to take away



[3 Edw. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty. A.D. 1903. —

**102.** Nothing contained in this Act or in any of the Acts incorporated herewith shall authorise the Company to enter upon take use or make any tunnellings or works in or under or in any manner interfere with any land soil roads subsoil tenements or hereditaments or any rights of whatsoever nature belonging to or enjoyed or exerciseable by the King's most Excellent Majesty in right of His Crown and under the management or control or direction of the Commissioners of Works without the consent in writing of the said Commissioners on behalf of His Majesty first had and obtained for that purpose or to enter upon take use or make any tunnellings or works under or in or in any manner interfere with any land soil roads subsoil tenements or hereditaments vested for any estate or interest in or in the occupation of or any rights of whatever nature belonging to or enjoyed or exerciseable by the said Commissioners under or by virtue of the provisions of any Act of Parliament or otherwise without the consent in writing of the said Commissioners first had and obtained for that purpose which consent for all the purposes of this section the Commissioners are hereby authorised to give under and subject to such conditions as they may think fit to prescribe. Saving rights of Crown.

**103.** The Company shall not out of any money by this Act 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 Company to construct any other railway or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

**104.** Nothing in this Act contained shall exempt the Company or their 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 by this Act. Provision as to general Railway Acts.

**105.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto and in relation to the preparing for and promotion of the Metropolitan District Railway (Works) Bill 1903 shall be paid by the Company. Costs of Act.

A.D. 1903. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

LANDS FOR GENERATING STATION AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "GENERATING STATION."

Certain lands belonging to and in the occupation of the Company situate in the parish and urban district of Harrow-on-the-Hill in the county of Middlesex bounded on the west by the Company's railway on the south by the towing path of the Grand Junction Canal and on the north-east by lands belonging to the metropolitan borough council of Paddington.

THE SECOND SCHEDULE.

DESCRIBING HOUSES BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS ONLY MAY BE TAKEN AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "OWNERS MAY BE REQUIRED TO SELL PARTS ONLY OF CERTAIN LANDS AND BUILDINGS."

Parish or other Area.	Number on deposited Plans.
RAILWAYS Nos. 3 AND 4.	
City of London - - - - -	10 13 16 18.
Metropolitan borough of Stepney - - -	18.
LINE OF CABLE OR MAINS AND ADDITIONAL LANDS.	
Metropolitan borough of Chelsea - - -	3 5.
Metropolitan borough of Kensington - -	2 3 7 9 10 12 13 14.
Metropolitan borough of Fulham - - -	1.
City of Westminster - - - - -	22 23.
City of London - - - - -	3 4 19 to 28 (inclusive).

THE THIRD SCHEDULE.

A.D. 1903.

DESCRIBING LANDS &C. IN RESPECT OF WHICH EASEMENTS MAY BE TAKEN AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "COMPANY MAY ACQUIRE EASEMENTS ONLY UNDER LANDS &C. AND PURCHASE CELLARS &C."

Metropolitan Borough or other Area.	Number on deposited Plans.
RAILWAY NO. 2.	
Metropolitan borough of Kensington	1 to 10 (inclusive). 15 to 19 (inclusive). 26 to 28 (inclusive).
LINE OF CABLE OR MAINS AND ADDITIONAL LANDS.	
Metropolitan borough of Chelsea	1 2 4 5 6 9 10.
Metropolitan borough of Kensington	1 4 5 6 8 10 11 15 to 19 (inclusive).
City of Westminster	2 to 25 (inclusive). 31 to 36 (inclusive).
City of London	1 to 9 (inclusive). 19 to 28 (inclusive).
Metropolitan borough of Stepney	1 to 4 (inclusive).

THE FOURTH SCHEDULE.

SECTIONS AND PROVISIONS OF THE ACTS OF 1879 1897 1900 1901 AND 1902 WHICH ARE INCORPORATED WITH THIS ACT AND WHICH ARE REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "INCORPORATION OF CERTAIN SECTIONS OF ACTS OF 1879 1897 1900 1901 AND 1902."

Marginal Note of Section.	Number of Section.
PART I.—(APPLICABLE TO RAILWAY NO. 2.)	
ACT OF 1897.	
General provisions as to mode of construction	8
For protection of Kensington vestry	18
	(Subs. (12))
Walls of buildings to be made good	36
As to exhibition of placards within county of London	38
Provision as to cellars under streets not referenced	44
Conditions to be observed in opening road for boring purposes	45
PART II.—(APPLICABLE TO RAILWAYS NOS. 3 AND 4.)	
ACT OF 1879.	
The two companies may acquire easements only under roads &c. and purchase cellars &c.	16

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Marginal Note of Section.	Number of Section.
ACT OF 1897.	
Walls of buildings to be made good - - - - -	36
For protection of sewers in city of London - - - - -	52
As to carting materials and soil within the city - - - - -	54
Questions of disputed compensation for land in city of London to be heard in Lord Mayor's Court of City of London - - - - -	56
PART III.—(APPLICABLE TO RAILWAYS NOS. 2 3 AND 4 &C.)	
ACT OF 1897.	
Power to retain sell &c. lands - - - - -	14
Power to deviate laterally - - - - -	15
Power to deviate vertically - - - - -	16
Buildings not to be brought beyond general line - - - - -	37
General provisions for protection of water gas hydraulic power and electric companies - - - - -	40
For further protection of Gas Light and Coke Company - - - - -	42
For protection of sewers of district boards and vestries - - - - -	51
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
Working-class trains - - - - -	89
ACT OF 1900.	
For protection of scientific institutions - - - - -	28
ACT OF 1901.	
For protection of Postmaster-General - - - - -	12
ACT OF 1902.	
For protection of borough councils of Chelsea and Kensington - - - - -	9
For protection of sewers of council - - - - -	14
For protection of Postmaster-General - - - - -	17

**THE FIFTH SCHEDULE.**

AN AGREEMENT made the seventeenth day of April one thousand nine hundred and two between the METROPOLITAN DISTRICT RAILWAY COMPANY (hereinafter called "the District Company") of the one part and the BROMPTON AND PICCADILLY CIRCUS RAILWAY COMPANY (hereinafter called "the Brompton Company") of the other part.

WHEREAS a Bill intituled the Brompton and Piccadilly Circus Railway (New Lines and Extensions) Bill is now pending in Parliament to authorise the District Company by agreement to transfer and the Brompton Company to accept and acquire all the District Company's powers of constructing the

[3. EDW. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

portion of the railway described in and authorised by the Metropolitan District Railway Act 1897 between the commencement of that railway near Earl's Court Station and South Kensington Station together with all or any of the lands and property appertaining thereto and together with the interest of the District Company in such portion of the deposit money now in the hands of the Paymaster-General as security for the completion of that railway as is applicable to that portion thereof: A.D. 1903.

Now it is hereby agreed between the parties that in the event of the said Bill becoming law—

1. The District Company will forthwith transfer and the Brompton Company will accept and acquire all the District Company's powers of constructing the portion of the railway described in and authorised by the Metropolitan District Act 1897 between the commencement of that railway near Earl's Court Station and South Kensington Station.

2. With respect to any land belonging or leased to the District Company appertaining to the said powers of construction and which the Brompton Company may require for the construction of the said portion of line the Brompton Company shall not purchase or take the same but the Brompton Company may purchase and take and the District Company may and shall sell and grant accordingly as far as their interest in the said lands extends an easement or right of constructing thereunder and of working the said portion of railway.

3. The District Company will transfer and the Brompton Company will accept and acquire such a proportionate part of the deposit money now in the hands of the Paymaster-General as security for the completion of the railway authorised by the said Act of 1897 as upon reference to the parliamentary estimate of expense made for the said Act of 1897 appears to be attributable to the portion of line in respect of which the powers of construction are hereby agreed to be transferred.

4. In consideration of the premises the Brompton Company will pay to the District Company—

(A) As the consideration for the easement to be acquired under clause 2 such a sum as shall be agreed upon between the parties hereto but in case of dispute such consideration shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall be a capital sum or with the consent of the parties hereto a fixed perpetual annual rentcharge. Such rentcharge shall be charged upon and issue out of the whole of the land and undertaking of the Brompton Company and shall be deemed to be working expenses within the meaning of section 4 of the Railway Companies Act 1867:

(B) A proportionate part of the costs of and incidental to obtaining the Metropolitan District Railway Act 1897 such part to bear the same proportion to the whole of such costs as the length of the portion of railway in respect of which the powers of construction are hereby agreed to be transferred bears to the length of the whole railway authorised by the said Act of 1897:

A.D. 1903:

(c) A sum equal to the value of the proportionate part of the deposit transferred after reckoning every one hundred pounds of such deposit transferred as of the value of one hundred and thirteen pounds that being the price at which the Consols were purchased in one thousand eight hundred and ninety-seven.

5. The Brompton Company will commence the construction of the railway in respect of which the powers of construction are hereby transferred within one month of the transfer to them of such powers and complete the construction thereof within two years of the date of commencement.

6. The District Company shall subject to such terms and conditions as may be agreed provide on its own lands access between the railway authorised by the said Act of 1897 and the railway of the District Company for the purpose of interchange of rolling stock and through running of trains but the District Company shall be under no obligation to provide such junction at a point more than twenty chains west of West Kensington Station.

7. In the construction of the said portion of railway the Brompton Company shall fulfil and observe all the conditions and other obligations binding on the District Company and in any manner affecting the said portion of railway which are now or shall be contained in any Act of Parliament or rules or regulations of the Board of Trade or other competent authority or in any agreement relating to the protection of any railway works or properties entered into by the District Company with other railway companies now affecting the District Company or coming into force before the Brompton Company shall have completed the construction of the said portion of railway.

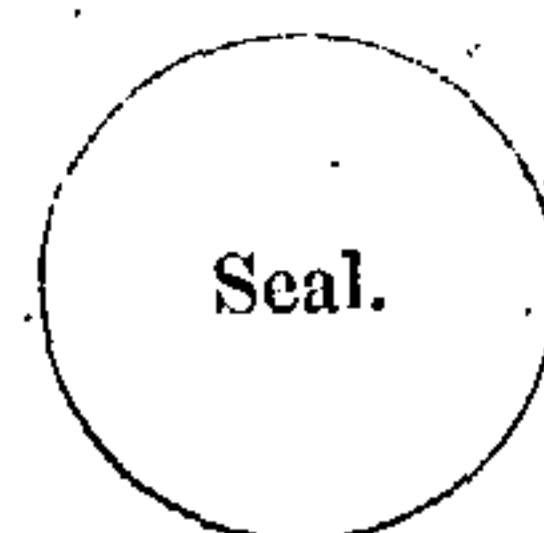
8. The Brompton Company will at all times observe and perform all such conditions provisions and requirements as in the opinion of Sir John Wolfe Barry K.C.B. or other the consulting engineer of the District Company for the time being are necessary for safeguarding the railway property and undertaking of the District Company from injury or damage from the construction or working of the said portion of railway and upon request by the District Company will before entering upon the construction of the said portion of railway enter into a further agreement embodying such conditions provisions and requirements.

9. If any difference shall arise between the parties hereto under or in connection with any stipulation of this agreement such difference (the settlement whereof is not otherwise herein provided for) shall be referred to the decision of any arbitrator to be agreed upon between the parties hereto or failing agreement to be nominated by the Board of Trade on the application of either party and the decision of such arbitrator shall be final and binding upon both parties and the costs of the reference shall be in his discretion and the submission in this clause contained shall be deemed to be a submission within the Arbitration Act 1889.

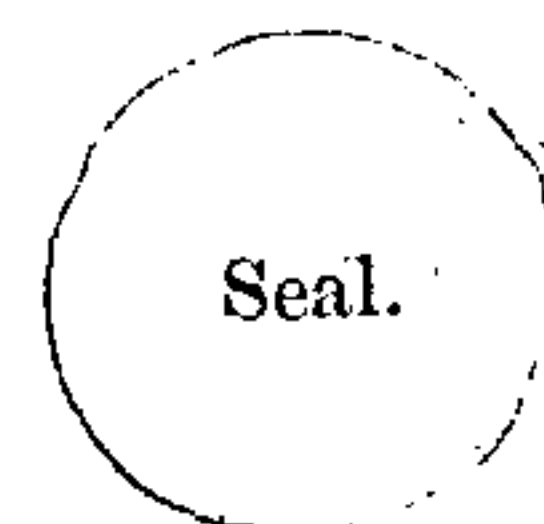
10. If Parliament shall see fit to make any alterations which in the opinion of either party materially varies the terms upon which the aforesaid powers of construction are to be respectively transferred acquired and accepted it shall be lawful for such party to withdraw from this agreement.

In witness whereof the Metropolitan District Railway Company and the Brompton and Piccadilly Circus Railway Company have caused their respective common seals to be hereunto affixed the day and year first above written. A.D. 1903.

The common seal of the Metropolitan District Railway Company was hereunto affixed in the presence of  
W. JONES Secretary.



The common seal of the Brompton and Piccadilly Circus Railway Company was hereunto affixed in the presence of  
W. JONES Secretary.



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#### THE SIXTH SCHEDULE.

AN AGREEMENT made the 23rd day of April 1903 between the METROPOLITAN DISTRICT RAILWAY COMPANY (hereinafter called "the District Company") of the one part and the UNDERGROUND ELECTRIC RAILWAYS COMPANY OF LONDON LIMITED (hereinafter called "the Underground Company") of the other part and supplemental to two agreements made respectively the 18th day of July 1901 and the 21st day of April 1902 between the District Company of the one part and the Metropolitan District Electric Traction Company Limited of the other part which said agreements are hereinafter referred to as "the agreement of 1901" and "the agreement of 1902."

WHEREAS by section 59 of the Metropolitan District Railway Act of 1902 it was enacted that the agreement of 1901 scheduled to and confirmed by the Metropolitan District Railway Act 1901 and the agreement of 1902 scheduled to and confirmed by the Metropolitan District Railway Act 1902 should be read and have effect as if the Underground Company were named therein instead of the Metropolitan District Electric Traction Company but without prejudice to anything done thereunder before the passing of that Act:

And whereas by clause 14 of the agreement of 1901 it was provided that the consideration payable by the District Company under clause 12 of that agreement should so far as possible be discharged by the issue to the Traction Company as fully paid up of £500,000 ordinary stock of the District Company and £166,000 4 per cent. debenture stock of the District Company to be reckoned of the respective values therein mentioned and in so far as such money should not extend by such further payment in cash as might

A.D. 1903. be necessary from the available assets of the District Company or in such other manner as might be agreed upon :

And whereas the provisions of the agreement of 1901 were by clause 9 of the agreement of 1902 extended and made applicable to certain additional railways specified in the schedule to the agreement of 1902 but no further provision was made for the discharge of the additional consideration thereby payable :

And whereas the parties hereto are desirous of making provision for the discharge of any consideration payable under clause 12 of the agreement of 1901 so far as the same may not be discharged by the issue of the ordinary and debenture stock specified in clause 14 of the agreement of 1901 :

And whereas the District Company have created and are authorised to issue the further ordinary stock specified in the first part of the schedule hereto (hereinafter referred to as "the further ordinary stock") :

And whereas the District Company are empowered to create and issue the further debenture stock specified in the second part of the schedule hereto subject to the provisions of the said Acts under which such further debenture stock is to be created and such debenture stock is hereinafter referred to as "the further debenture stock" :

And whereas the District Company are promoting in Parliament in the present session a Bill intituled "The Metropolitan District Railway (Various Powers) Bill" to confer powers upon the Company (inter alia) to create and issue £900,000 further stock and £300,000 debenture stock :

Now it is hereby agreed between the parties hereto subject to the approval of Parliament as follows (viz.) :—

1. Any consideration payable under clause 12 of the agreement of 1901 whether in respect of the railways included in the agreement of 1901 or the said additional railways specified in the schedule to the agreement of 1902 and which shall remain undischarged after the issue of the ordinary and debenture stock specified in clause 14 of the agreement of 1901 shall so far as possible be discharged by the issue by the District Company to the Underground Company as fully paid up of—

(a) The further ordinary stock ; and

(b) The further debenture stock

to be reckoned as of the respective values of £35 for every £100 nominal value of such further ordinary stock and £100 for every £100 nominal value of such further debenture stock.

2. In the event of the said Metropolitan District Railway (Various Powers) Bill being passed into law and by virtue of the powers therein contained the District Company being authorised to create and issue second preference stock ranking next after the existing £1,500,000 preference stock of the District Company and also a proportionate amount of debenture stock of the District Company then in the event of such second preference stock being created carrying interest at the rate of 5 per cent. per annum and a proportionate amount of debenture stock being created carrying interest at



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the rate of 4 per cent. per annum the balance of any consideration remaining undischarged after the issue of the stocks specified in the last preceding clause of this agreement shall as far as possible be discharged by the issue to the Underground Company of the following or any less amounts that may be sufficient of the stocks of the District Company authorised by such Act:—

- (a) £600,000 of such second preference stock ;
- (b) £200,000 of such 4 per cent. debenture stock

to be reckoned as of the respective values of £65 for every £100 nominal value of such second preference stock and £100 for every £100 nominal value of such debenture stock.

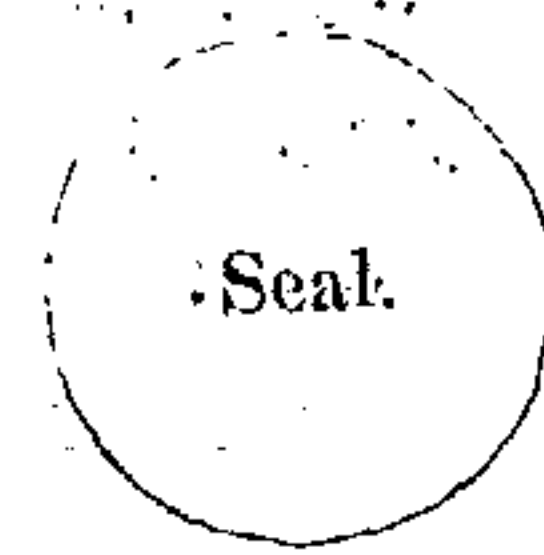
3. So much of the provisions of the said agreements of 1901 and 1902 as are inconsistent with this agreement are hereby rescinded.

4. Failing agreement between the District Company and the Underground Company as to the terms and conditions upon which the supply of electric power is to be furnished by the Underground Company to the District Company under clause 5 of the agreement of 1902 such terms and conditions shall be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either party.

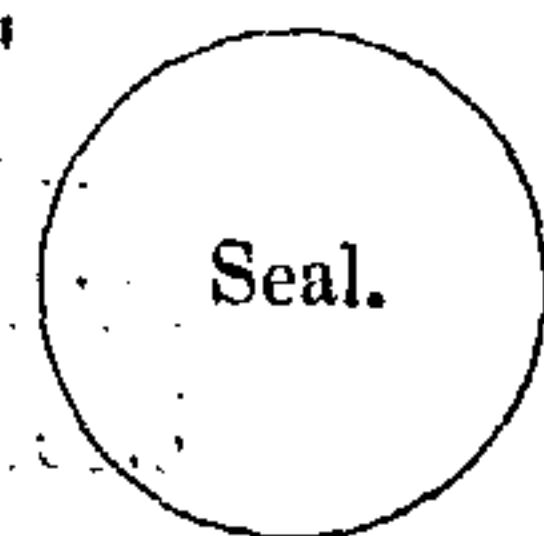
5. This agreement is subject to the sanction of Parliament in the present session provided that if Parliament shall see fit to make any alterations which in the opinion of either of the parties materially varies the same it shall be lawful for such party to withdraw from such agreement before the same receives the sanction of Parliament and the same shall thereupon become null and void.

In witness whereof the said Metropolitan District Railway Company and the Underground Electric Railways Company of London Limited have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Metropolitan District Railway Company was hereunto affixed in the presence of  
W. JONES  
Secretary.



The common seal of the Underground Electric Railways Company of London Limited was hereunto affixed in the presence of  
CHAS. T. YERKES }  
WALTER ABBOTT } Directors.  
W. E. MANDELICK  
Secretary.



A.D. 1903.

THE SCHEDULE.

Description of Stock.	Name of Act under which created.	Amount of Stock.
FIRST PART.		
Ordinary stock	Metropolitan District Railway Act 1878	£ 35,000
Ordinary stock	Metropolitan District Railway Act 1882	200,000
Ordinary stock	Metropolitan District Railway Act 1902	250,000
SECOND PART.		
Four per cent. debenture stock	Metropolitan District Railway Act 1882	66,000
Four per cent. debenture stock	Metropolitan District Railway Act 1902	83,000

THE SEVENTH SCHEDULE.

THIS INDENTURE made the 2nd day of July 1903 between the KING'S MOST EXCELLENT MAJESTY of the first part JOHN FRANCIS FORTESCUE HORNER Esquire the Commissioner of Woods in charge of the land revenues of the Crown in the county of London of the second part and the METROPOLITAN DISTRICT RAILWAY COMPANY (hereinafter referred to as "the Company") of the third part.

WHEREAS the Company have applied to Parliament for an Act under the short title of the Metropolitan District Railway Act 1903 to enable the Company to make and maintain in the lines and according to the levels shown on the plans and sections therein mentioned as having been deposited the railways and other works therein described and to enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference therein mentioned as might be required for that purpose including amongst others the following:—

A Railway No. 3 1 furlong 5·70 chains or thereabouts in length commencing in the parish of Allhallows Barking in the city of London by a junction with the inner or northernmost line of the City Lines Railway at a point at or near the western end of the platforms at Mark Lane Station and on such City Lines Railway and terminating in the parish of Saint Botolph Aldgate in the city of London by a junction with the said inner or northernmost line of the City Lines Railway at a point 1 chain or thereabouts measured in a north-easterly direction from the north-eastern end of the platform of the Tower Station (now disused) on the City Lines Railway:

[3 EDW. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

A Railway No. 4 1 furlong 6·65 chains or thereabouts in length commencing in the parish of Allhallows Barking in the city of London by a junction with the outer or southernmost line of the City Lines Railway at a point at or near the western end of the platforms at Mark Lane Station aforesaid and terminating in the parish of Saint Botolph Aldgate in the city of London by a junction with the said outer or southernmost line of the City Lines Railway at a point 1 chain or thereabouts measured in a north-easterly direction from the north-eastern end of the platform of the Tower Station (now disused) on the City Lines Railway :

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And whereas the lands delineated on the said plans comprise certain lands belonging to His Majesty coloured red on the copy of the deposited plans which have been signed by the said John Francis Fortescue Horner and by Cuthbert Arthur Brereton on behalf of the Company and deposited in the office of the Commissioners of Woods and certain roadways the soil of which belongs to His Majesty in right of His Crown so far as such roadways are within the precincts of the Tower :

Now these presents witness that the said John Francis Fortescue Horner as such Commissioner as aforesaid doth hereby on behalf of His Majesty covenant with the Company and the Company hereby covenant with His Majesty His heirs and successors in manner following (that is to say) :—

1. This agreement except the 32nd clause hereof which shall be binding upon the Company in any event shall have no force or validity unless the said Bill applied for as aforesaid with such alterations as may be sanctioned by Parliament becomes an Act of Parliament in the present session of Parliament and shall empower the Company to make and execute the said Railways Nos. 3 and 4 and other works herein referred to and the Company shall exercise the powers so conferred or any of them in which case this agreement is to be binding on the parties hereto.

Agreement  
excepting  
32nd clause  
not to be  
binding unless  
Bill passes.

2. In the event of such Act as aforesaid being passed the Company shall not enter upon or in any way interfere with any part of the lands on the said deposited plans numbered 11 and 18 in the metropolitan borough of Stepney and numbered 12 in the parish of Allhallows Barking all in the city of London nor unless or until a consent in writing for that purpose is given by the said John Francis Fortescue Horner or other the Commissioner or Commissioners of Woods in charge of the land revenues of the Crown in the county of London (hereinafter referred to as "the Commissioner") with any other lands hereditaments houses structures cellars vaults subsoil of roads rights or easements in which His Majesty is interested (and which are hereinafter referred to as "Crown lands") and any such consent may be limited to any particular Crown lands to be therein defined and if so limited the Company shall only be entitled by virtue of such consent to enter upon or interfere with Crown lands so defined and no others.

No Crown  
property to be  
entered upon  
without  
consent.

3. The Company shall not acquire ownership in any part of the Trinity Square Gardens in the said parish of St. Botolph Aldgate nor in any soil belonging to the Crown under any road or street but shall only be entitled subject to the provisions of this agreement to a right to construct maintain

Subsoil of  
roadway &c.

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and use therein respectively in accordance with the terms of this agreement the said railways station and other works proposed to be made and they shall pay as a consideration for the grant hereinafter agreed to be made the sum of fourteen thousand five hundred pounds which sum shall be paid to the Commissioner or as he shall direct before the Company enter upon or interfere with any part of such premises but the Company shall not be entitled to a formal grant of wayleave or easement until the works so far as any Crown property including subsoil of roads may be affected shall have been completed to the satisfaction of the Commissioner.

Lateral deviation.

4. Notwithstanding anything in the Act contained or the limits of deviation laid down on the deposited plans unless herein otherwise specially provided for or as may be required by the corporation of the city of London and by the London County Council or any other local authority for the protection of their sewers subways or other works the centre line of the said railways so far as the same shall be constructed on or under or shall adjoin any Crown lands shall not as regards the Railway No. 3 be further north nor as regards the Railway No. 4 be further south than five yards from the centre lines for such railways respectively as laid down on the deposited plans without the previous consent in writing of the Commissioner. Provided that as regards Trinity Square Gardens the tunnel for the Railway No. 3 shall be kept as far south as is practicable so as to avoid as far as possible injuring the trees on the north side of the said gardens.

5. No buildings or part of a building or works of any kind in upon or under any part of the Crown lands shall at any time be used except with the express consent in writing of the Commissioner otherwise than for the purpose of the railways as authorised by the Company's Acts.

Commissioner's approval to be obtained of plans &c. of stations &c.

6. All works for the station or otherwise to be carried out in upon or under any part of the Crown lands shall be carried out in accordance with plans elevations and sections to be approved by the Commissioner and before the works are commenced the Company shall submit to the Commissioner and modify from time to time as he may require and obtain his approval to the detailed working drawings elevations sections and specifications of the said station and its appurtenances and of the tunnels copies of which when so approved shall remain deposited in the Office of Woods.

Present level of Trinity Square Gardens to be ascertained before works commenced.

7. Before the Company commence any works in Trinity Square Gardens the present level of the gardens is to be ascertained and agreed upon by the Commissioner and the Company such level being hereinafter referred to as "the garden level."

Company to occupy only so much of gardens as is necessary for their works and as to restoration of gardens &c.

8. The Company shall only be entitled to possession of so much of the said gardens as may be necessary for the construction of their works and shall not enter upon the said gardens before the month of September in any year and immediately upon such entry they shall proceed continuously with the construction of the said railway and works therein and shall before the 31st day of March next after such entry complete the same in all respects to the satisfaction of the Commissioner and restore and reinstate the gardens as hereinafter mentioned. The Company shall not use any other part of the

[3 EDW. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

gardens for the deposit of materials or plant or for any other purpose whatsoever temporary or otherwise. A.D. 1903.

9. Before commencing any works the Company shall erect on each side of the ground of which they shall be entitled to possession along its whole length a close boarded fence six feet high and shall maintain the same until the works of construction are completed and shall at all times keep such fences clear of posting bills and advertising boards and shall also provide temporary means of access if necessary to such parts of the said gardens as shall be cut off thereby.

For erection of fences round works and prohibition of advertising on them.

10. During the construction of the said works the existing ventilator at the west end of the said gardens shall be removed and in lieu thereof two ventilating shafts neither of which shall exceed 15 feet by 15 feet shall be constructed one at the east end of the gardens and the other at the west end thereof in situations to be previously approved of in writing by the Commissioner and each such ventilator shaft shall be enclosed with a wall six feet six inches high above the garden level and such wall shall be of ornamental white brickwork and covered with trellis and such wall and trellis shall be constructed according to plans elevations and specifications to be approved in writing by the Commissioner and the ground at the base of such wall shall be planted with ivy or other approved creepers which shall be trained up the trellis work and such wall shall be further screened by mounds of such height as may be approved of in writing by the Commissioner which mounds shall also be planted with bushes or trees and all works mentioned in this clause (including planting) shall be executed and completed and maintained thereafter by the Company to the satisfaction of the Commissioner.

Ventilators.

11. The Company shall take every care to prevent such of the larger trees in the said gardens as it is not absolutely necessary in the opinion of the Commissioner to interfere with from being injured by or in consequence of the construction of the said works.

Trees.

12. The site of the scaffold which is situate in the said gardens shall not be interfered with in any manner whatever unless it shall be absolutely necessary to do so in order to carry out the Company's works and in that case the site shall be restored with the other parts of the garden and to the satisfaction of the Commissioner.

Scaffold.

13. The works of the Company in or under the said gardens shall be so carried out that no part of them whatsoever (other than the said two ventilators) shall be nearer to the surface of the garden level than four feet.

No parts of works to be less than 4 feet beneath surface of gardens.

14. Prior to the 31st day of March next after entry on the gardens the Company shall restore the railings and enclosure to the said gardens with all appurtenances thereto belonging and shall paint the whole railing round the gardens and the Company shall at all times make good all damage to the well now existing in the gardens and its appurtenances and shall not at any time interfere with the supply of water thereto and the Company shall also reinstate and restore the surface of the gardens reform the gravel paths and the drainage thereof relay the grass surface with new turf reform the mounds and shrubberies thereof and plant the same with new suitable

Restoration of gardens.

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shrubs or trees making the whole not less ornamental than now and generally shall reinstate all damage and the Company shall attend to the garden for six months from the date of completion of all works (including planting) hereinbefore mentioned and shall make good all defects which may become apparent during such period and the Company shall execute and complete all works mentioned in this clause to the satisfaction of the Commissioner to be signified in writing and shall as far as possible do all planting at the proper season of the year for such work.

During works the Company to pay wages of trustees' gardener.

15. During the construction of the said works and until the production by the Company of the certificate mentioned in the next succeeding clause hereof the Company shall pay the wages of the gardener employed for attending to the said gardens by the trustees appointed for putting into execution an Act of Parliament of the thirty-seventh year of King George the Third entitled "An Act for paving watching lighting cleansing watering improving and keeping in repair Great Tower Hill and for removing and preventing annoyances within the same" (hereinafter referred to as "the trustees").

Clause as to payment of costs.

16. Upon the production of a certificate signed by the surveyor of the Commissioner certifying the completion by the Company of all works hereinbefore mentioned and upon the performance by the Company of clause 32 of this agreement the Commissioner shall on behalf of His Majesty in consideration of the payment of the compensation mentioned in clause 3 as aforesaid and of the annual payment in this clause mentioned grant to the Company a perpetual right to form maintain and use the two additional railways under the gardens with the two ventilating shafts aforesaid and such grant shall contain a covenant by the Company for the payment in perpetuity of the annual sum of fifty pounds to the Commissioner to be by him paid over to the trustees and applied towards the maintenance of the said gardens and the enclosures thereof such annual payment being in addition to the annual payment of fifty pounds now payable to the Commissioner for the like purpose under the Metropolitan and District Railways (City Lines and Extensions) Act 1879.

The Company to be at liberty to enter for purposes of repair.

17. The Company shall be at liberty at all times when necessary to enter on the garden for the purpose of repairing the said tunnels or covered ways or ventilating shafts but only on condition of executing such work with all despatch reinstating the garden and all works and things injured or displaced or affected by the operations and for the purposes of this article the trustees and the Company shall from time to time enter into such agreements as may be deemed necessary or expedient.

Also to underpin or strengthen any Crown property that may be affected by the construction or working of the railway.

18. The Company shall from time to time and at all times on the requisition of the Commissioner and within such time as he may by writing appoint underpin or strengthen in such manner as he may require or approve any Crown property which in his opinion may have been or will be affected in any manner by the construction or working of the said additional railways and the Company shall in like manner from time to time and at all times repair reinstate and restore all damage or injury which may have arisen from or have been caused by the construction or working of the said additional

[3 Edw. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

A.D. 1903.

railways and if any difference shall arise between the Company and such Commissioner as to the necessity of or the mode of effecting such underpinning or strengthening or as to the cause of any injury or damage the same shall from time to time as the case may require be referred to an engineer to be appointed by the President for the time being of the Institute of Civil Engineers on the application of either party and such engineer's decision shall be final and the costs of such reference and the award shall be borne as he shall direct.

19. Any approval by the Commissioner given under or in pursuance of these presents shall not in any way release the Company from responsibility in the event of the failure or insufficiency of any works so approved nor preclude the Crown from requiring further works at any time to be executed for the safety and good condition of the Crown property.

Approval by the Commissioner not to release the Company from responsibility.

20. All the Company's works in under or adjoining the Crown lands shall from time to time and at all times be upheld and maintained in good repair and condition.

The Company to maintain all their works in good repair.

21. No electricity shall be generated on or under any part of the Crown lands nor shall any machinery be set up thereon or thereunder nor shall the Company generate electricity or allow electricity to be generated for the purposes of the railway within 150 yards of any Crown premises except in each case with the consent in writing of the Commissioner.

No electricity to be generated within 150 yards of the Crown property or any machinery set up thereon.

22. No ventilating shaft or other opening (except the ventilation shafts in the said gardens hereinbefore authorised and as herein specially provided) shall without the consent in writing of the Commissioner either during the construction of the said additional railways or at any time afterwards under any circumstances or under any pretence whatever be made in the surface of the roads or any part thereof opposite to or within 150 feet of any of the Crown lands.

No ventilating shafts or other opening to be made opposite to or within 150 feet of any Crown premises.

23. Before any works on under in front of or adjacent to any Crown lands shall be in any way commenced the Company shall deposit with the Commissioner photographs of large size showing each separate house or structure on over or fronting or near to the proposed works and the said photographs shall be of such dimensions and quality and in such number and of such elevations or parts of such houses structures and premises as the Commissioner shall require and shall be examined by the Crown Surveyor and when certified by him remain deposited at the Office of Woods as evidence of the condition of the houses structures and premises at the date of such certificate and the works shall not be commenced until the Commissioner shall have certified in writing that these photographs have been so deposited to his satisfaction. Provided always that the Company may at the same time deposit such further photographs in addition to those required by the Commissioner as they shall think proper and such further photographs when certified as aforesaid shall be evidence.

Such photographs as the Commissioner may require of all Crown houses on over or fronting or near to the proposed works to be deposited before the works are begun.

24. The Company shall also before commencing any works or under or in front of or which may affect any Crown lands deposit in the Office of Woods detailed working drawings which shall show the adjacent or neighbouring

Drawings of all works under or in front of or which may affect Crown

[Ch. cxxvi.] *Metropolitan District Railway Act, 1903.* [3 EDW. 7.]

A.D. 1903.

property to be deposited.

Crown property and the works (if any) for the support underpinning or maintenance thereof proposed to be executed.

25. The Company shall not without the previous consent in writing of the Commissioner use the said additional railways to be constructed by them as aforesaid or either of them for goods traffic nor shall they without such consent work the said lines or either of them by steam power but only by electrical power on the multiple-motor system.

Company to take measures indicated by Board of Trade for preventing injury by vibration from working of railway.

26. The Company shall take such measures for the prevention of injurious affectation of Crown property resulting from vibration produced by the working of the said additional railways as may be indicated from time to time by the Board of Trade and shall make use of the most approved form of motive power.

Inspection.

27. The Commissioner and his architect surveyor engineer or agent shall at all times have free access to the works specially mentioned herein or under or within a distance of 200 feet of any Crown lands and every facility shall be afforded to them for inspecting the said works with a view to ascertain if the terms of this agreement have been or are being complied with.

No advertising to be permitted.

28. No advertisement of any kind shall be exhibited on any hoard inclosure or works temporary or otherwise within the limits of the Crown estate.

The Crown to be compensated for all damage caused at any time to any Crown property by reason of the construction or the working of the railway.

29. The Company shall from time to time and at all times make and pay full and adequate compensation to His Majesty His heirs and successors for and in respect of all damage injury or disturbance which may at any time happen or be caused to any Crown property by reason of the construction or working of the said additional railways and works or the abstraction or withdrawal of any underground or subterranean water any law or custom to the contrary notwithstanding And as regards all compensation payable to His Majesty His heirs or successors the Lands Clauses Acts shall not necessarily apply but the amount of all such compensation shall be jointly determined by the surveyors of the Commissioner and the Company or in default of their agreeing by such skilled surveyor as shall be appointed by the President of the Surveyors' Institution for the time being and such surveyor shall receive the reports or evidence of two surveyors only the one to be appointed by the Commissioner and the other to be appointed by the Company within fourteen days after the receipt of a notice in writing signed by the Commissioner requiring them to do so and the decision of such surveyor shall be final and the compensation if any so awarded by him shall be paid to the Commissioner or as he may direct within one calendar month of the date of the award Provided that nothing herein contained shall disentitle His Majesty His heirs or successors or the Commissioner from claiming the benefit of any or all of the provisions of the said Act applied for as aforesaid or of any or all of the several Acts incorporated therewith.

Objects of antiquity &c. to belong to the Crown.

30. All objects or articles of antiquity historical interest or value or of geology or paleontology which may be discovered by the Company in or under the Crown lands or any part thereof or in or under the soil belonging to the Crown of any roads adjacent thereto in the construction of their said



[3 EDW. 7.] *Metropolitan District Railway Act, 1903.* [Ch. cxxvi.]

A.D. 1903.

works shall belong to His Majesty His heirs or successors and shall be carefully preserved and handed over to the Commissioner or his architect or surveyor.

31. All deeds and other documents made for the purposes of or in pursuance of this agreement shall be prepared in duplicate in the office of the Commissioner at the cost of the Company and shall contain such provisions as may be necessary to give effect to this agreement and such other provisions as are usually inserted in deeds or documents of a similar nature made by the Crown and will be made subject to the then existing rights and interests and easements affecting the premises.

All deeds to be prepared at the cost of the Company at the Office of Woods.

32. All charges and expenses which have been and may be incurred by His Majesty His heirs or successors or the Commissioner including the charges of any engineer architect or surveyor employed by him or them in relation to the negotiations and preliminary inquiries to any of the matters herein mentioned or in anywise in relation to the proceedings or works of the Company and also the official charges for this agreement shall be paid by the Company immediately on the amount of such charges and expenses being certified in writing by the Commissioner to the Company.

The Company to pay all costs and charges.

33. If any moneys payable under this agreement shall not be paid within such period as may be fixed by the Commissioner this agreement except as regards the 32nd clause hereof may be determined immediately on the expiration of such period by the said Commissioner by notice in writing but without prejudice to any rights or remedies which may then have accrued to His Majesty under the provisions of these presents or of the Act or Acts herein mentioned.

Agreement may be determined on non-payment by the Company of any moneys payable thereunder.

34. All notices to be given to the Company under this agreement shall be deemed duly served if sent by post to or left for them at the principal office in London for the time being of the secretary of the Company.

Mode of service of notices on Company.

35. No soil rubbish or material shall be carted away or from or to any Crown lands except in properly constructed carts or waggons and every care shall be taken that no such soil rubbish or materials falls from any vehicle or receptacle employed in such removal.

Regulation of cartage of soil.

36. And whereas the Company have entered into an agreement with the Commissioners of Works or may hereafter do so in reference to certain Crown lands proposed to be affected by the said Act It is hereby further agreed and declared that this agreement is independent of any such agreement with the Commissioners of Works and unless otherwise expressly provided each of such agreements shall be construed as being separately and independently applicable to the Crown lands under the charge of the Commissioner or Commissioners who shall be a party or parties to such agreement and neither of such agreements shall in any way prejudice the other of them :

Any agreements entered into by the Company with the Commissioners of Works or the Commissioners of Woods respectively to be construed independently of each other unless otherwise provided.

And also that notwithstanding anything herein contained this agreement shall not entitle the Company to enter in upon or under any lands or properties under the charge of His Majesty's Commissioners of Works nor upon or under any roads adjacent to any such lands or properties without the previous consent in writing of such Commissioners.

Lands in charge of Commissioners of Works or roads adjacent thereto not to be interfered with without consent of those Commissioners.

[Ch. cxxvi.] *Metropolitan District Railway Act, 1903.* [3 EDW. 7.]

A.D. 1903.

The agreement to be subject to Treasury approval as far as Commissioner is concerned.

37. This agreement so far as regards the engagements entered into by the said John Francis Fortescue Horner is subject to the approval of the Lords Commissioners of His Majesty's Treasury.

In witness whereof the said John Francis Fortescue Horner has hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the within-named John Francis Fortescue Horner in the presence of

FREDK. HELLARD

Office of Woods.

J. F. F. HORNER.

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

W. JONES

Secretary.

Common Seal  
of Metropolitan  
District  
Railway  
Company.

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

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