



CHAPTER clxxxii.

An Act to facilitate the management of blocks of buildings occupied in sections as separate tenements and the disposal of each separate tenement and for that purpose to incorporate a Company with powers of management and also powers to erect and promote the erection of such buildings and other powers. A.D. 1881.
[11th August 1881.]

WHEREAS large buildings constructed for occupation in sections as separate tenements require a single controlling authority having permanent existence and powers of management and powers to levy contributions to defray general expenses and it is difficult or impossible to dispose separately of the several tenements in such buildings reserving powers of management over the tenements and the parts of a building common to all tenements and it is expedient in order to facilitate the purchase by artizans and others of the tenements they occupy that a company should be incorporated with the powers for the management and erection of such buildings and the disposal of the separate tenements therein and the other powers in reference thereto by this Act conferred :

And whereas the several persons herein-after in this Act named together with others are willing to be incorporated into a company for the purpose of accepting and exercising the powers conferred by this Act and it is expedient to incorporate them accordingly :

And whereas the objects of this Act cannot be attained without the authority of Parliament.

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

1. This Act may be cited for all purposes as the Chambers and Offices Act 1881. Short title.

A.D. 1881.

Incorporation of Companies Act.

8 & 9 Vict. c. 16.

26 & 27 Vict. c. 118.

32 & 33 Vict. c. 48.

2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In the construction of this Act and the incorporated Acts the following words or expressions unless there be something in the subject or context repugnant to such construction shall have the following meanings (that is to say):

“Two justices” in the incorporated Acts and this Act shall in addition to the meaning given thereto in those Acts also mean one stipendiary or police magistrate acting in any police court for the district.

“The Company” means the Company incorporated by this Act.

“Building” means and includes all buildings whether in detached blocks or not and whether arranged in streets or squares or on any other plan which are constructed in flats sections of flats or sets of chambers or offices or in any other sections or parts for occupation as separate tenements with or without other rooms or any other conveniences for the common use of all or some of the occupiers and also includes the ground on which the building stands and all squares courts yards areas roads ways passages and other spaces inclosed or uninclosed which may be set apart for the common use of the occupiers and all fence walls fence railings cellars sewers drains lights rights of light and of way and of water and other rights privileges easements and appurtenances attached to or used in connexion with the building.

“A building” when used in this Act in reference to common rights or a tenement therein or management means a building having separate general expenses as defined by this Act.

“Owner” in reference to a building includes any board of works commissioners municipal or other corporation or local board of health or other local or sanitary authority or any company association or partnership or any person or body of persons whether being trustees or beneficial owners who jointly or severally in right of ownership or by virtue of any special powers or trusts are enabled to dispose by way of sale or lease of a building for an estate in fee simple or for any term of years or are otherwise enabled to authorise the Company in perpetuity or for any term of years to exercise the powers conferred by this Act.

- “Tenement” means a section or part of a building divided from the rest of the building for the purpose of separate occupation as a dwelling or office or otherwise.
- “Owner” in reference to a tenement means the person entitled to the possession of the tenement or to the receipt of the rents and profits thereof for the first beneficial estate and for the time being either actually in occupation or in actual receipt of the rents and profits and includes any mortgagee or other incumbrancer in actual possession or receipt of rents and profits but not any other incumbrancer.
- “Occupier” in reference to a tenement means the person whether an owner or incumbrancer or not for the time being in actual occupation of the tenement.
- “Person interested” in reference to a tenement means any person having any estate or interest in the tenement otherwise than as owner or occupier.
- “Common rights” include the following in reference to a building—
- (1.) The site and the soil of the site so far as vested in the owner of the roads paths entrances and staircases passages lobbies doors and other parts giving means of access to the whole building or to two or more tenements of the building.
 - (2.) The roof the chimneys the main and outer and boundary and party walls fence walls fence railings and the partition walls inclosing a tenement or between any two or more tenements.
 - (3.) The rights of light and air and other easements and all other the rights enforceable as between an owner on the one hand and adjoining owners or other persons or any local or public authority on the other hand.
 - (4.) The engines shafts and machinery of hydraulic and other lifts and all other machinery appliances and fittings provided for the general use of the building or the convenience or comfort of all or any number of the occupiers thereof.
 - (5.) Laundries baths lavatories kitchens closets sanitary conveniences cellars areas yards and other portions of a building and any gardens or grounds belonging to a building set apart for the general use or convenience of all or any number of the occupiers.
 - (6.) The cisterns boilers pipes and all apparatus appliances and fittings connected with the general supply of artificial light and heat and cold and hot water to the building or any portion thereof.

A.D. 1881.

(7.) The soil pipes rain pipes gutters sewers drains sinks traps and all channels and apparatus connected with carrying off soil drainage rain water and foul air or with the general ventilation of the building.

(8.) All other matters and things used in common by or applied or supplied for the common benefit or comfort of all or any number of the occupiers of the building and which by agreement between the Company and the owner of the building or the owners and occupiers of tenements therein may be declared to be included in the term "common rights."

(9.) The right to recover receive and give a discharge for contributions to general expenses as defined by this Act.

"Management" means the enforcement of the rights the exercise of the powers and the performance of the duties vested in given to or imposed on the Company by this Act or by agreement and "manager" has a corresponding meaning.

Incorporation of Company.

4. The following persons namely Sir Sydney Hedley Waterlow Baronet Sir Julius Vogel John Earley Cook William Ford James Irwin Hughes Emanuel Maguire Underdown and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in any part of the capital of the Company and the executors administrators and assigns of such several persons shall be and are hereby united into a Company for the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Chambers and Offices Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Purposes of the Company.

5. The purposes and objects of the Company are :

(1.) The purchase or the acquisition in any other manner and upon any agreed terms of all or any common rights of a building for an estate in fee or any term of years or otherwise undertaking the management of a building in perpetuity or for any term of years whether as trustee or agent or otherwise.

(2.) The management and regulation of all or any of the common rights of a building.

(3.) The contracting for the supply of and supplying water and artificial light and heat to a building.

(4.) The erection maintenance renewal and use in connexion with a building of any machinery works or other appliances or fittings necessary or expedient for the benefit convenience or comfort of the occupiers.

- (5.) The contracting for the supply of and supplying all furniture utensils coals and other articles required by all or any of the occupiers of tenements or required in conducting the management of a building. A.D. 1881.
- (6.) The hiring superintendence and management of all servants and others required for all or any of the work or the other duties to be done or performed in reference to a building or any common room or conveniences or appliances in or connected with a building.
- (7.) The undertaking and performance of the duties of receiver of rents of a building.
- (8.) The performance of any other duties which may by agreement with the owner of a building or with any one or more of the owners or occupiers of tenements in a building be undertaken by the Company.
- (9.) The purchase or acquisition of land and the erection of buildings thereon.
- (10.) The purchase or acquisition of land with buildings or any other structure thereon the repair or improvement of such buildings or the pulling down of the structure and the erection of buildings in place thereof or the conversion of the structure into buildings.
- (11.) The sale leasing or disposition in any other manner for any estate or interest of any land or of any building either as a whole or in separate tenements.

And the Company are by this Act authorised to do all acts enter into all arrangements execute all instruments and take all proceedings necessary proper or expedient for effecting any of the purposes or objects of the Company as specified in this Act or for exercising any of the powers or enforcing any of the rights conferred on the Company by this Act.

6. The capital of the Company shall consist of sixty thousand pounds in six thousand shares of ten pounds each. Capital.

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

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

A.D. 1881.

Receipt in
case of
persons not
sui juris.

Power to
divide shares.

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

10. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide all or any of the shares in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until the holder of the entire share shall in writing request the Company to make such division nor unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole of the amount payable thereon) and the residue to the credit of the preferred half share.

Dividends
on half
shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two halves of such share in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum for each year as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not in any year pay any greater amount of dividend on the two halves of a share than would have in that year been payable on the entire share if the same had not been divided and the dividend (if any) on a deferred half share shall not be paid till the end of each year.

Dividends
on preferred
shares to be
paid out of
the profits
of the year
only.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares
to be regis-
tered and
certificates
issued.

13. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the di-

rectors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it. A.D. 1881.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share. Terms of issue to be stated on certificates.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expense attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest. Forfeiture of preferred shares.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred shares not to be cancelled or surrendered.

17. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share. Half shares to be half shares in capital.

18. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act. First ordinary meeting.

19. Ten shareholders at least holding in the aggregate not less than five hundred shares may require the directors to call an extraordinary meeting. Requisition for extraordinary meeting.

20. The quorum of every general meeting shall be ten shareholders holding in the aggregate not less than five hundred shares. Quorum for general meeting.

21. The qualification of a director appointed at or continuing in office after the first meeting of the Company shall be his holding in his own right not less than fifty shares. Qualification of directors.

22. The number of the directors shall be six but the Company may from time to time by the resolution of a general meeting increase or reduce the number of directors but so that the number shall never be more than twelve nor less than six. Number of directors.

A.D. 1881.

First
directors.

23. Sir Sydney Hedley Waterlow Baronet Sir Julius Vogel John Earley Cook William Ford James Irvin Hughes and Emanuel Maguire Underdown shall be the first directors of the Company and shall continue in office from the passing of this Act until the first ordinary meeting of the Company at which meeting directors shall be chosen and appointed by the shareholders and at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Directors to
appoint
officers.

24. The directors shall appoint and discharge all the officers of the Company except the auditors and shall from time to time determine the remuneration duties and regulations of officers other than auditors.

Quorum of
meeting of
directors.

25. The quorum of a meeting of directors shall be three.

Qualification
of auditors.

26. The qualification of any auditor shall be his holding in his own right not less than twenty-five shares.

Newspapers
for adver-
tisements.

27. The newspapers in which advertisements relating to the affairs of the Company are to be inserted shall be such daily morning newspapers published in London as the directors from time to time direct.

Reserved
fund.

28. The directors may from time to time if they think fit before apportioning the net profits available for dividend deduct and set apart any sum or sums for creating reserve or contingency funds either in connexion with the general capital of the Company or with the capital of any separate undertaking for any of the following purposes namely equalising dividend paying expenses of repairs or restoration of a building discharging mortgage debts providing against loss or damage by fire beyond the amount of insurances required by this Act to be effected providing against any other accident to a building or for any other purpose for which the directors may think it expedient to make special provision and any fund set apart under this section may be vested in trustees for the Company.

29. (1.) Common rights (which expression shall in any instrument to which the Company is a party and which refers to this Act be a sufficient description of all the rights which by force of this Act are included in that expression) may be created or may arise as a separate hereditament in any of the following modes:

A.D. 1881.
Creation of
common
rights.

(i.) By a conveyance of common rights for an estate in fee or any term of years by the owner of a building to the Company.

(ii.) By a conveyance by the Company of a building reserving to the Company the common rights.

(iii.) By the Company becoming owners of a building and making provision in the conveyance thereof to them or by any subsequent deed under their common seal for the severance of the common rights from the building and vesting the same in the Company or in trustees for the Company as a separate hereditament for the same estate as the Company have in the building but distinct from the building and not liable except as in this section provided to merge or become extinguished in their estate in the building.

(iv.) But an express declaration in any instrument may negative the creation of all or any common rights.

(2.) The Company may by deed under their common seal with the consent in writing of every owner or occupier or other person interested in any tenement of a building whose rights may be affected direct that any common right vested in them in respect to the building shall merge in the building and be extinguished or shall be varied in any manner as to its nature or mode of user or that any common right shall arise and have effect and a direction so given shall operate to merge and extinguish vary or create common rights from time to time accordingly.

(3.) The vesting in the Company or in trustees for the Company of all or any of the common rights of a building shall not operate to prejudice any person who at the time of such vesting is an owner or occupier of or interested in a tenement therein without his consent in writing but any consent so given shall bind all his successors in title.

(4.) Every conveyance assignment or other disposition by the Company of a building or of any tenement in a building in respect of which the common rights are vested in the Company or in any trustees for the Company shall contain a statement or have endorsed thereon a memorandum referring to this Act and showing in whom the common rights are vested.

30. Notwithstanding the vesting in the Company of rights to light and other easements included in the common rights of a building the owner and occupier of each tenement in a building shall in

Rights to
light.

A.D. 1881.

respect of the tenement and as well as the Company have all the same benefit of and power to enforce any right to light or other easement or to recover damages for interference therewith as he would have had in case the common rights vested in the Company had not included any right to light or other easement.

When the Company become managers.

31. The Company shall become and be managers of a building within the meaning of this Act when all the common rights of the building required to be vested in them in order to enable them to perform in reference to the building their duties under this Act become vested in the Company or in trustees for the Company as a separate hereditament.

Duties of the Company.

32. (1.) The duties of the Company in respect to a building of which they are managers shall unless otherwise agreed include the following obligations namely—

(i.) To insure and keep insured the building against loss or damage by fire for a sum not less than two thirds of the sum certified from time to time by a competent surveyor as the amount required to rebuild in case of total destruction and to pay all premiums and other money required for keeping on foot the insurance.

(ii.) To restore all loss or damage occasioned by fire.

(iii.) To keep the building and the wood and metal work or other material open to the air or to any common passage lobby or staircase in good and substantial repair and fit for use and properly painted and cleaned.

(iv.) To keep the building properly ventilated and supplied with water and artificial light and heat.

(v.) To prevent any dangerous or offensive trade or occupation from being carried on in the building or any act being done therein which may cause any nuisance annoyance or discomfort to any occupier of a tenement.

(vi.) To perform any other duties which the Company by agreement with the owners or occupiers of all or any of the tenements may undertake to perform.

(2.) Each owner or occupier of a tenement in a building shall as against the Company have the right to enforce the obligations in respect to that building imposed by this section on the Company.

Duties of owners and occupiers of tenements.

33. (1.) The duties of each owner and occupier of a tenement in a building shall include the following obligations:

(i.) To keep the wood and metal work or other material not open to the air or to any common passage lobby or staircase in substantial repair and properly painted and cleaned:

(ii.) Not to remove break through or injure any boundary wall

or internal partition wall of the tenement without the consent of the Company. A.D. 1881.

(iii.) Not to carry on in the tenement any dangerous or offensive trade or occupation or do any act therein which may cause any nuisance annoyance or discomfort to any other occupier of a tenement in the building.

(iv.) To conform to and observe all byelaws rules or regulations which under this Act or by agreement or otherwise may be binding on owners or occupiers of tenements in the building.

(2.) The Company shall in respect to a building have the right to enforce the obligations imposed by this section on each owner and occupier of a tenement in that building.

34. (1.) Where the estate or interest of any owner occupier or other person interested in a tenement in a building has become subject to all or any of the powers for the time being vested in the Company under this Act such estate or interest shall thenceforth be and remain liable to discharge all general special and separate expenses penalties and other money becoming due to the Company under this Act in respect of the tenement and every person acquiring such estate or interest whether by purchase for value or otherwise shall take the same subject to all the powers and rights of the Company under this Act. Tenements to be subject to rights with benefit of covenants of the Company.

(2.) The obligation of a covenant entered into by the owner of a tenement with the Company as managers of a building in reference to the tenement shall run with and bind the tenement and all successors in title of the covenantor.

(3.) In like manner the benefit of a covenant entered into by the Company as managers of a building with the owner of a tenement in reference to the tenement shall run with the tenement and be capable of being sued upon and enforced by the successors in title of the covenantee:

35. (1.) The Company or any person appointed by them for the purpose shall have the following powers in respect to each tenement in a building of which the Company are owners or managers: Powers of the Company over tenements.

(i.) A power at all reasonable times in the daytime to enter and view the condition and state of repair of the tenement and to execute any works of repair or cleansing in connexion with common rights or any other matter involving danger to the building or inconvenience or discomfort to the other occupiers of tenements in the building or any of them.

(ii.) A power at any time in case of fire or other accident causing immediate danger or risk of damage to a building or any part thereof to enter any tenement and do all acts necessary or expedient for the preservation of the building and for that

A.D. 1881.

purpose to break open any door or window or break through any wall or partition and take all other means necessary to effect an entrance.

(2.) The owner or occupier of a tenement shall not hinder or obstruct the exercise of the powers conferred by this section.

(3.) In the exercise of the powers conferred by this section the Company shall do as little damage as may be and shall make proper compensation to the owner or occupier as the case may be for all damage done.

(4.) But the Company shall not be liable to the owner or occupier of a tenement for damage done in executing works or doing acts rendered necessary or expedient in consequence of any wrongful act or omission or any negligence or default on the part of such owner or occupier.

(5.) Any sum paid by the Company for compensation under this section shall be deemed general expenses within the meaning of this Act and shall be reimbursed to the Company accordingly.

Disburse-
ments in
respect of
buildings.

36. (1.) Where the Company are either owners or managers of a building they shall pay or retain all the following outgoings and expenses in this Act referred to as general expenses (that is to say) :

(i.) The cost of insurance against loss or damage by fire in a sum to be fixed from time to time by the directors of the Company but not exceeding that which shall be certified from time to time by a competent surveyor as the amount required to rebuild in case of total destruction.

(ii.) Where so agreed or where the lease is vested in the Company the rent of a leasehold building and the costs and expenses incurred in the observance and performance of the lessee's covenants contained in the lease of the building.

(iii.) The public and local duties rates and taxes payable in respect of the common rights.

(iv.) The cost of artificially lighting and if required of warming the portions of the building included in the common rights and of supplying the water used in the whole building and of ventilating the whole building.

(v.) The cost of painting cleaning and other works required for maintaining the whole building in good and substantial repair and fit for use or restoring the same in case of decay by lapse of time or of damage by fire or of other injury.

(vi.) The cost of any new works which may be considered by the directors from time to time necessary or expedient in order to put or keep the building in good and substantial repair and fit for use.

(vii.) The wages of all superintendents porters watchmen servants

and other persons required for the care cleaning superintendence or other general purposes of the building or of any portion of the building used in common. A.D. 1881.

(viii.) The costs and expenses incurred by the Company of enforcing byelaws and recovering penalties or otherwise incurred in enforcing the rights or in exercise of the powers or in performance of the duties given to or imposed on the Company by this Act or consequent thereon.

(ix.) All other expenses and outgoings incurred by the Company in respect of a building which are not payable by any owner or occupier of a separate tenement or which are by this Act directed to be deemed general expenses.

(x.) The agreed remuneration of the Company for the trouble and risk of management.

(2.) The duty of the Company under this section to pay general expenses may be varied by any agreement binding either on the owners or occupiers of all tenements generally or on the owner or occupier of any particular tenement but in the latter case the agreement shall not affect the rights as against the Company of any other owner or occupier of a tenement, and any special agreement may be made for payment or apportionment of expenses.

37. (1.) The several tenements whether occupied or vacant in a building shall pay and contribute to the general expenses of the building in the proportions fixed either by agreement or other provision binding all owners and occupiers generally or binding each and every owner or occupier separately or if there be no such agreement or provision in force then in proportion to the gross annual value of the several tenements as entered in the valuation list made up from time to time for the purposes of the poor rate in this Act referred to as the gross rateable value. Contribution to expenses.

(2.) In addition to contribution towards general expenses each owner or occupier of a tenement in a building shall pay any special expenses incurred by the Company in relation to such tenement which the surveyor of the Company shall certify in writing as not properly forming part of the general expenses of the building.

(3.) The Company may by agreement undertake the payment of any separate outgoings or expenses payable by an owner or occupier in respect of a tenement in this Act referred to as separate expenses.

38. (1.) The proportion of general expenses and also the special and separate expenses (if any) payable to the Company in respect of a tenement and any other money payable to the Company by agreement binding the owner of a tenement and all costs and expenses incurred by the Company in consequence of any default by an owner Recovery by the Company of expenses.

A.D. 1881. — or occupier of a tenement or otherwise incurred in respect of a tenement by the Company shall be a debt due to the Company from the owner and also from the occupier of the tenement at the time when notice of the amount payable is delivered to him and shall as from that time be a charge on the fee simple of a freehold tenement and on the whole term derived from the owner of a building and subsisting in a leasehold tenement.

(2.) If default be made by an owner or occupier of a tenement in payment either in the whole or in part of money due to the Company on account of general or special or separate expenses or penalties or on any other account after notice of the amount due has been delivered to him the Company in addition to any remedy they may have by action or otherwise against such owner or occupier shall have the following powers and remedies (that is to say):

(i.) After such default made for fourteen days the Company may levy the amount due by distress and sale of any goods and chattels in the tenement in like manner as for rent in arrear.

(ii.) After such default made for thirty days the Company may by deed under their common seal appoint a person as receiver who shall have power to demand recover and receive the rents and profits of the tenement from tenants and occupiers and persons liable to pay the same and in case of nonpayment to use all the same remedies by action distress or otherwise and to do all other things necessary or expedient for recovering and obtaining payment of such rents and profits as an owner of the tenement would have or might do and the tenants and occupiers and persons liable as aforesaid shall accordingly pay such rents and profits to the receiver so appointed and his receipt shall be a complete discharge for the same and the Company may by deed as aforesaid from time to time revoke any appointment and make a new appointment of a person as receiver.

(iii.) Where a tenement is unoccupied or unproductive at or after the time when the Company has under this Act power to appoint a receiver of the rents and profits thereof the Company while any money remains due to them may take possession of the tenement and use all means necessary for that purpose or may let the tenement for any period not exceeding seven years at such rent and upon such terms generally as the Company may deem proper.

(iv.) The Company when entitled to take possession or appoint a receiver of rents and profits of a tenement and either instead of so doing or after so doing may enforce their charge on the fee simple of a freehold tenement or on the whole term derived from the owner of a building and subsisting in a leasehold

tenement in like manner as if an owner of the fee simple or of the term as the case may be had by writing under his hand agreed to execute to the Company a mortgage for securing the amount due and the Company shall have all such powers of sale and other remedies in respect of the tenement as are for the time being given by law to mortgagees for recovering and compelling payment of money due on mortgage.

(3.) A charge under this section on the fee simple of or on a term in a tenement shall take priority over all charges estates and interests created on or in the tenement after the same has by conveyance agreement or otherwise become subject to the powers and rights of the Company under this Act.

(4.) All rents and profits and other money received by the Company or a receiver appointed by the Company in respect of a tenement the owner or occupier whereof is in default shall be applied in the manner and order following (namely)—

(i.) In payment of all money due and also in payment from time to time of all moneys becoming due to the Company for general expenses and of all costs and expenses incurred by the Company in consequence of any default in reference to the tenement.

(ii.) In payment of any special or separate expenses due to the Company in respect of the tenement.

(iii.) The surplus (if any) shall be paid to the owner or his successors in title.

(5.) When the Company have by means of the rents and profits or other money received in respect of a tenement been paid all money due to them in respect of the tenement the Company or the receiver as the case may be shall relinquish the possession or the receipt of the rents and profits of the tenement.

(6.) The remedy of the Company under this section shall not affect any agreement between owner and occupier as to what expenses are to be borne by them respectively or the enforcement as between themselves of any liability to discharge such expenses or to damages in consequence of default in discharging the same.

(7.) All costs and expenses which are due to the Company in respect of a tenement in a building and which are not otherwise recovered by the Company shall be deemed general expenses of the building within the meaning of this Act and shall be reimbursed to the Company accordingly but without prejudice to the primary liability of the tenement and the owner and occupier thereof to discharge all such costs and expenses.

39. (1.) The Company may by resolution constitute any building or portion of a building or any combination of two or more

Separate
under-
takings.

A.D. 1881. buildings or any portion of a combination of two or more buildings into a separate undertaking distinguished by a separate name.

(2.) A separate undertaking shall be represented by separate capital with separate general expenses and may be under separate management.

(3.) The Company may by resolution determine the amount of capital of a separate undertaking.

(4.) The Company may by resolution determine what proportion of the general outgoings and expenses of the Company or what annual sum fixed or variable in lieu thereof or generally what remuneration for management shall be paid in respect of a separate undertaking to the general credit of the Company and the same shall be paid accordingly.

(5.) Two or more separate undertakings may be combined for the purpose of user of all or any common rights as between themselves For the purpose of contribution to general expenses of the combined undertakings each undertaking shall be deemed a separate tenement of which the Company is owner.

(6.) A separate undertaking may be constituted either by transfer to the credit thereof of a portion of the general capital of the Company or by the issue of new capital to be applied solely for the purposes of the undertaking or partly in one way and partly in another and the Company may for the benefit of their general undertaking subscribe for and take or purchase shares in the separate undertaking.

(7.) In respect of capital in a separate undertaking transferred or subscribed for by the Company the general undertaking of the Company shall become and be deemed a shareholder in the separate undertaking.

(8.) Except as in this section otherwise provided the general capital of the Company together with the separate capital of each separate undertaking shall be treated as one capital and the shareholders in the capital of each separate undertaking as well as the shareholders in the general capital of the Company shall meet and vote in general meetings and the directors auditors and secretary of the Company shall be elected and appointed as if there were but one capital and one body of shareholders all participating alike in the profits of the Company.

(9.) But a shareholder in the general capital of the Company shall not be entitled to vote interfere or take part in any discussion as to a matter specially and only relating to a separate undertaking and a shareholder in the capital of a separate undertaking shall not be entitled to vote interfere or take any part in any discussion as to a matter specially and only relating to the general capital of the Company or of any other separate undertaking.

(10.) The decision of the chairman of the meeting as to the right of a shareholder to vote interfere or take part in any discussion shall be conclusive and binding on the shareholder. A.D. 1881.

(11.) The subscribers to the capital of a separate undertaking shall participate only in the profits of that undertaking and shall not be entitled to participate in the general profits of the Company nor shall the shareholders in the general capital of the Company be entitled to participate in the profits of a separate undertaking except to the extent of any share of outgoings and expenses or any annual sum in lieu thereof or any other remuneration to be paid by the separate undertaking to the general credit of the Company.

(12.) The Company shall keep separate accounts of their receipts payments credits and liabilities on account of each separate undertaking both as to capital and revenue.

(13.) All money subscribed for the purpose of or raised upon the security of a separate undertaking shall be applied only for the purposes of that undertaking and not otherwise and shall not be applicable to discharge any of the general liabilities of the Company.

(14.) The Company may from time to time mortgage the building comprised in a separate undertaking for securing the payment of any sums the Company think fit and the mortgages so made and the moneys thereby secured shall be in addition to and irrespective of the other moneys which by this Act the Company are authorised to borrow and the mortgages for the same and shall be unaffected by the powers and provisions of this Act with respect to those mortgages, and the borrowing of the moneys.

(15.) All the liabilities of a separate undertaking shall be charged upon and paid out of the separate assets of that undertaking in exoneration of the general assets of the Company which shall not be liable to the same unless so expressly stipulated on the establishment of the separate undertaking.

(16.) The constitution of a building into a separate undertaking shall not operate to prejudice any person who at the time of the constitution into a separate undertaking is an owner or occupier of or interested in a tenement in the building without his consent in writing but any consent so given shall bind all his successors in title.

40. (1.) The Company may appoint as their agent to exercise or perform all or any of their powers or duties under this Act any committee or other body of persons who by agreement binding all the owners and occupiers of tenements in a building or binding each such owner and occupier separately may by vote of owners or

Delegation
of the
powers of
the Com-
pany.

A.D. 1881. occupiers of tenements in the building or any of them be elected or appointed to act as managers.

(2.) The agency may be either permanent or for any period agreed upon and may be either revocable or irrevocable and generally may be upon such terms and subject to such conditions as the Company think proper.

(3.) The Company as between themselves and the owners and occupiers of tenements but not further or otherwise may by agreement provide that the Company shall not be liable as principals or otherwise in respect to the exercise or performance of all or any of the powers or duties of the Company by any committee or body of persons appointed as the agent of the Company but that such committee or body of persons shall be solely or primarily liable in exoneration of the Company.

(4.) Where a committee or other body of persons has been appointed by agreement binding as aforesaid such agreement shall continue binding on the successors in title of each owner and occupier of the several tenements in the building and shall not be cancelled or varied except by another agreement binding in like manner.

Accounts.

41. (1.) The Company shall make out and print full true and correct quarterly accounts of their receipts and payments account of general expenses of a building up to the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in each year.

(2.) The Company shall within twenty-one days after each of the before-mentioned quarterly days deliver to each occupier and also to each owner not being an occupier of a tenement in the building a printed copy of their account of the general expenses of the building for the preceding quarter and shall also deliver to each owner or occupier from whom any special expenses or separate expenses are claimed a true and correct account of the expenses claimed.

(3.) The Company shall not be entitled to demand from any owner or occupier payment of any contribution to general expenses until the expiration of ten days after they have delivered to such owner or occupier their printed quarterly account and in the case of other expenses their account of such expenses showing the works or matters in respect of which payment is claimed and in each case showing the amount of the Company's claim.

(4.) By agreement with any owner or occupier of a tenement in a building a payment on account of contribution to general expenses may be required to be made weekly or monthly or at any other interval less than a quarter of a year.

42. (1.) Any three or more owners of tenements representing not less than one fifth of the gross rateable value of all the tenements in a building or any three or more occupiers of tenements representing not less than a like share of gross rateable value may make application for an audit of the general expenses of the building.

A.D. 1881.

Provision
for audit of
accounts
and for
arbitration.

(2.) Any owner or occupier may make application for an audit of any special or separate expenses payment of which is claimed from him by the Company.

(3.) Where any dispute or difference which arises between the Company and any owner or occupier of a tenement in a building in reference to the rights powers duties or obligations under this Act of the Company or of the owner or occupier or in reference to any other matter connected with or arising out of the management by the Company of a building the Company or the owner or occupier may make an application for arbitration with respect to the matter in dispute or difference.

(4.) Application for an audit or arbitration may be made to the Board of Trade who are by this Act empowered to appoint in writing an officer to act as auditor or arbitrator and the officer so appointed shall hold the audit or arbitration in accordance with the following provisions that is to say :—

(i.) The appointment of the officer shall specify the accounts or matters referred to him.

(ii.) Ten days notice at the least shall be given by the officer to the parties concerned of the time and place at which the reference is to be commenced.

(iii.) The reference shall be commenced at the time and place so appointed and the officer may adjourn the sitting from time to time as may be necessary to such time and place as he may think fit.

(5.) The remuneration of the officer in the case of an audit of general expenses shall be paid by the Company as part of such general expenses but with power to the officer to direct that his remuneration shall be paid by the Company in any case where he is of opinion that improper charges are made or improper accounts are furnished by the Company and in the case of an audit of special or separate expenses or in the case of an arbitration shall be paid by the Company or by the owner or occupier as the officer may direct.

(6.) The officer appointed under this section shall forthwith proceed in the audit or arbitration as directed by the order and shall within the specified time certify the amount due from or to the Company as the result of the audit or make his award as the case may be.

A.D. 1881.

(7.) The certificate of the result of an audit or the award under an arbitration in reference to a building shall be binding on the Company and all owners occupiers and other persons interested in any tenement in the building and the amount certified as due shall be recoverable as by this Act provided by or from the Company accordingly and the award shall be observed or performed by the Company and every owner and occupier of a tenement in the building.

(8.) An application by any person for audit of any account of general expenses shall not be made except within three months after delivery to him of the account as required by this Act.

(9.) An application for audit of an account of special or separate expenses shall not be made except within one calendar month after delivery of the account as required by this Act.

(10.) Pending an application for appointment of an officer as auditor or pending the audit the Company shall not take any proceedings against the applicants for recovery of any sum due to them in respect of the accounts to be audited but on application for appointment of an officer as auditor the Board of Trade as a condition of granting the application may require security to be given for payment of the whole or any portion of the amount claimed by the Company as due or may require payment to the Company of the amount claimed by the Company and payment having been so made the Company shall refund what if anything may appear by the certificate of the officer to have been paid in excess to other persons as well as the applicants for audit.

(11.) For the purpose of an audit or arbitration under this section the officer may by summons in writing require as follows namely—

(i.) The attendance before the officer at a place and time to be mentioned in the summons of any person to be examined as a witness before him and every person summoned shall attend the officer and answer all questions touching the matter to be inquired into.

(ii.) The production before the officer of all books deeds contracts accounts vouchers receipts and other documents and papers which he may deem necessary and the attendance before him of any owner or occupier of a tenement in the building or any officer of the Company or any other person interested in the result of the audit or arbitration who holds or is accountable for any such books deeds contracts accounts vouchers receipts documents or papers and the signature by the person producing of a declaration as to the correctness of the same.

(12.) Any person who wilfully disobeys any summons or refuses to answer any question put to him by the officer in relation to the audit or the matter of the arbitration or refuses to produce any

books deeds contracts accounts vouchers receipts documents or papers required to be produced by him or to make or sign a declaration required to be made by him under this Act shall incur for every neglect or refusal a penalty not exceeding forty shillings.

A.D. 1881.

(13.) Provided that no person shall be required to attend in obedience to any summons unless the reasonable charges of his attendance shall have been paid or tendered to him and no person shall be required in any case in obedience to any such summons to travel more than ten miles from his place of abode.

(14.) The officer may administer an oath or an affirmation where an affirmation in lieu of an oath would be admitted in a court of justice to any person tendered or summoned as a witness on an audit or arbitration.

(15.) Any person who upon oath or affirmation wilfully gives false evidence before the officer or falsely or corruptly makes or signs any declaration knowing the same to be untrue in any material particular shall be liable to the penalties inflicted on persons guilty of wilful and corrupt perjury.

(16.) An officer acting as auditor in pursuance of this section shall disallow every item of account contrary to this Act or contrary to the rights under this Act or under agreement or byelaw of any owner or occupier of a tenement in the building and shall surcharge the same on the Company and shall charge against the Company any deficiency or loss incurred by the negligence or misconduct of any officer of the Company in reference to the building and also any sum which ought to have been but is not brought into account by the Company and shall in every case certify the amount due from or to the Company.

(17.) The officer shall make his report certificate or award to the Board of Trade in writing and shall deliver a copy thereof to the Company who shall within four days from receipt thereof, leave a copy thereof for inspection and permit the copy to be inspected by any owner or occupier of a tenement in the building during one month at least at some place in the building.

43. (1.) The Company shall keep as to each building a separate register of owners and occupiers of tenements therein.

Register of
owners and
occupiers.

(2.) Every owner unless also an occupier shall deliver to the Company in writing his address and when necessary by change of residence a new address for insertion in the register to which address letters notices and other communications are to be sent.

(3.) On any change of ownership or occupation the name and address of the new owner or the name of the new occupier shall be inserted in the register in place of the name and address of the

A.D. 1881 former owner or the name of the former occupier as the case may be.

(4.) An owner or occupier whose name is on the register though having ceased to be owner or occupier but without prejudice to any remedy of the Company against the actual owner or occupier shall continue subject to all liabilities of owner or occupier as the case may be under this Act or under any agreement by this Act made binding on him as owner or occupier until if an owner he has ceased to be owner and has also delivered to the Company notice in writing of the name and address of the new owner or until if an occupier he has delivered up possession to the owner or some other occupier and has also delivered notice in writing to the Company of possession having been so delivered.

Power of borrowing.

44. (1.) The Company may from time to time borrow on mortgage charging only the general undertaking of the Company to an amount not exceeding one-half part of the general capital of the Company for the time being subscribed.

(2.) The Company may from time to time borrow on mortgage charging only a separate undertaking to an amount not exceeding one-half part of the capital of that separate undertaking for the time being subscribed.

(3.) No money shall be borrowed unless and until one half of the whole capital for the time being subscribed to the general or separate undertaking as the case may be in respect of which the borrowing takes place shall have been actually 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 the whole capital for the time being appearing to be subscribed has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Appointment of a receiver.

45. The mortgagees 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. A.D. 1881.

46. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

47. Where after money has been borrowed on security of the general undertaking of the Company part of the general capital is transferred to a separate undertaking then either the general capital as well paid up as subscribed which is not so transferred shall be left at an amount not less than that which would authorise the borrowing of the entire sum for the time being secured on the general undertaking or the separate undertaking to which the transfer is made shall be charged either solely or in exoneration of the general undertaking with so much of the money borrowed on security of the general undertaking as will reduce the amount so borrowed within a proper limit having regard to the capital remaining untransferred. Transfer of capital to separate undertaking to include proportion of debt.

48. All corporations and persons other than lessees for life or lives seized or possessed of a building for an estate in fee simple or a term of years in possession including trustees or feoffees or lessees in trust for charitable or any other purposes shall have power to constitute the Company managers of the building and for that purpose to convey or lease to the Company all or any of the common rights of the building for an estate not exceeding the estate of the corporation persons or person making the conveyance or lease and in consideration of the Company undertaking the management of the building but so that the conditions on which the management is undertaken be the best that can be reasonably obtained by the Corporation persons or person making the conveyance or lease and that no fine or premium or other consideration be paid by the Company for obtaining the management. Power for corporations and others to convey or lease common rights.

49. The following authorities bodies and persons namely—

(i.) The Commissioners of Sewers for the City of London and every municipal corporation local board of health local board and local or other authority invested with powers of town or local government and rating under any Public General or Local Act except the Metropolitan Board of Works; Power to certain public bodies to contract as to buildings.

(ii.) Any council or board or commissioners authorised to carry into execution the Labouring Classes Lodging Houses Act 1851; 14 & 15 Vict. c. 34.

A.D. 1881.
 —
 29 & 30 Vict.
 c. 28.

(iii.) Any company authorised by the Labouring Classes Dwelling Houses Act 1866 to erect and pay for out of funds at their disposal dwellings for persons of the labouring class employed by them ;

may enter into contracts and execute all instruments and do all acts proper for carrying into effect contracts with the Company for the exercise or putting in force of all or any of the powers of the Company under this Act in reference to any building: Provided that the exception in this section contained with reference to the Metropolitan Board of Works shall not apply to any arrangement entered into between them and the Company as to the taking by the Company of any land for buildings or the erection by the Company of any buildings on land taken by them.

Power to
 Company to
 invest money
 not imme-
 diately
 required.

50. The directors may from time to time invest any money of the Company not immediately required for the purposes thereof in any of the public stocks or funds or at interest upon Government or real securities or in the stock of the Metropolitan Board of Works or in the stock or securities of the Government of India or any British colony or on the debentures or debenture stock of any railway company in Great Britain paying interest on the ordinary capital or may advance the same by way of loan to any separate undertaking of the Company.

Byelaws.

51. (1.) The Company may make byelaws rules and regulations (all referred to in this Act as byelaws) for all or any of the following purposes namely :

- (i.) For the general regulation of any building.
- (ii.) For limiting the purposes for which the same or any tenement thereof may be occupied or used.
- (iii.) For regulating or restricting the use of any parts of the building included in the common rights.
- (iv.) For vesting the care and superintendence of the building temporarily or permanently revocably or irrevocably in any person or committee of persons to be appointed by occupiers owners or otherwise.
- (v.) For regulating the powers and duties of the person or committee having care or superintendence of the building.
- (vi.) For regulating the mode of appointment and going out of office of a committee either by means of the votes of all or any number of owners or occupiers or both or otherwise and regulating the proceedings of a committee when appointed.
- (vii.) For securing the safety of the buildings against damage by fire explosion of gas or other accident.
- (viii.) For securing the proper cleaning ventilation and preservation of the building.

(*ix.*) For any other purpose which the Company consider proper having for its object the general safety benefit and comfort of the owners and occupiers of the building.

(2.) Byelaws as to a building shall be made only by or with the consent of all owners and occupiers of the building except that byelaws so made may contain provisions for repeal amendment or alteration of any byelaw and for the making of new byelaws so that such repeal amendment alteration or new byelaws be made with the consent in writing of persons representing not less than two thirds in number and gross rateable value of the occupiers of the several tenements in the building and also with the consent of persons representing not less than two thirds in number and gross rateable value of the owners of the several tenements in the building.

(3.) Where a printed copy of any proposed byelaw or set of byelaws whether original new amended or altered or for effecting the repeal of any existing byelaw has been delivered by the Company to an owner or occupier he if not assenting thereto may within fourteen days after receipt of the printed copy signify to the Company by writing signed by him his dissent therefrom and every owner or occupier who does not so signify his dissent within such fourteen days shall be deemed to assent to any proposed byelaw or set of byelaws contained in the printed copy delivered to him.

(4.) Byelaws may impose on any owner or occupier or any other person employed in or connected with the building a reasonable penalty not exceeding five pounds for breach of any byelaw and in case of a continuing breach a further penalty not exceeding twenty shillings for each day after written notice of the breach delivered to the offending owner or occupier.

(5.) All byelaws imposing a penalty shall be framed so as to allow the imposition of less than the full amount of the penalty.

(6.) All byelaws shall be made in writing under the seal of the Company and shall not be of any effect unless approved by the Local Government Board.

(7.) The Company shall publish byelaws affecting a building as follows namely :

(*i.*) By delivering a printed copy thereof to each owner and occupier of a tenement in the building.

(*ii.*) On receiving notice in writing of any change of ownership or occupation by also delivering a printed copy thereof to every new owner or occupier.

(*iii.*) By affixing a copy thereof printed or painted in legible characters in some conspicuous place open to inspection at or near the principal entrance of the building and by renewing the same from time to time when necessary so as to keep the same plainly legible.

A.D. 1881.

(8.) Byelaws affecting a building shall be binding upon each owner and occupier and upon the successors in title of each owner and occupier of a tenement in the building and every such successor in title shall take subject to all byelaws affecting the building.

(9.) A copy of any byelaws made under this Act signed and certified by the chairman or any other director of the Company to be a true copy and to have been duly made in accordance with the provisions of this Act shall be evidence until the contrary is proved in all legal proceedings of the due making and existence of such byelaws without further evidence or other proof.

(10.) A penalty for breach of any byelaw may be recovered by the Company in manner directed by the Summary Jurisdiction Acts before any stipendiary or police magistrate or justice of the peace acting for the place in which the building is situated.

(11.) All penalties recovered under this section shall be paid to the Company and shall be by them applied towards the discharge of the general expenses of the building.

(12.) A byelaw shall not be of any effect if repugnant to the general law of England or the provisions of this Act.

Service of notices.

52. (1.) Any byelaw notice account or other communication required by this Act to be delivered to any owner or occupier of a tenement or other person shall be deemed properly delivered if sent or left as follows:

(i.) In case of an owner of a tenement not being an occupier if sent through the post to the name and address appearing in the address book kept by the Company as the name and address of the owner of the tenement whether being at the time of sending the name and address of the actual owner or not or if no name and address appears in the address book then by being left for the owner at the tenement.

(ii.) In case of an occupier or of an owner being also an occupier by being left for him at the tenement occupied by him.

(iii.) In the case of any other person by being sent to him through the post at his last known place of abode or business in the United Kingdom.

(2.) The Company shall keep in every building of which they are managers a box or other receptacle for letters notices or other communications addressed to the Company and all communications placed in such receptacle shall be deemed duly delivered to and received by the Company.

(3.) The Company shall keep posted up in legible printed or painted characters open to inspection at or near the principal entrance of every building of which they are managers a notice that the building is subject to the provisions of this Act and shall renew

such notice from time to time so as to keep the same plainly legible and the Company shall also keep in every such building a printed copy of this Act open to inspection and the posted notice shall state where and to whom in the building application for inspection shall be made.

A.D. 1881.

53. This Act shall apply only to buildings erected whether before or after the passing of this Act within the limits mentioned in the schedule to this Act.

Limits of Act.

54. Anything in this Act contained shall not exempt the Company or any building or any part of any building from the operation of the Metropolis Management Act 1855 or the Metropolitan Building Act 1855 or any Act amending those Acts or either of them.

Saving of Metropolis Management and Building Acts, 18 & 19 Vict. c. 120, and 18 & 19 Vict. c. 122.

55. (1.) All costs and expenses of and incidental to preparing procuring and the passing of this Act or otherwise in relation thereto shall be paid by the Company out of the first moneys coming to the hands of the directors in preference to all other payments.

Costs of the Act.

(2.) The Company may charge such costs and expenses exclusively wholly or partially upon any separate undertaking or may charge the same wholly or partially upon and apportion the same between any two or more separate undertakings either alone or together with the general capital of the Company.

SCHEDULE.

- (1) Buildings within the county of Middlesex.
- (2) Buildings within the borough of Southwark and the City of London and the Liberty of the Rolls.
- (3) Buildings within the parish of Hove next Brighton in the county of Sussex.

Such buildings not to exceed in all fifty in number.

