CHAP. xlvii.

An Act to grant further powers to the Metropolitan Railway Company. [16th June 1871.] A.D. 1871.

WHEREAS it is expedient,—

That the agreement between the Company and the London, Chatham, and Dover Railway Company, whereof a copy is contained in the schedule to this Act, should be confirmed;

And that the Company should be enabled to improve the ventilation of certain parts of their railway;

And that in certain other respects the Acts relating to the Company should be amended:

And whereas the objects aforesaid 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 Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Metropolitan Railway Act, 1871."

Confirming agreement with London, Chatham, and Dover Railway Company.

2. The memoranda for heads of agreement between the Company and the London, Chatham, and Dover Railway Company with respect to the junction railway authorised by "The Metropolitan Railway Act, 1868," is hereby confirmed, and a copy of the said memoranda forms a schedule to this Act: Provided that, in construing the seventh paragraph of the said memoranda, the term "traffic of places on the London and South-western Railway beyond Hammersmith" shall be held to mean only traffic which at the time of the passing of this Act can be conveyed from or to places on the London and South-western Railway beyond Hammersmith to which the Company have through booking powers.

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Providing for ventilation of railway.

3. The Company may make, and shall for ever after maintain, such openings, not exceeding six in number, in the Euston Road and at such spots between Gower Street and Gray's Inn Lane as shall be agreed upon between the Company and the Metropolitan Board of Works, or in default of such agreement as shall be prescribed by an arbitrator to be appointed (in default of agreement between the parties) by the Board of Trade, and may erect on the surface of the road such balustrades or other things for the purpose of the said openings, or connected therewith, as shall be so agreed on or prescribed, and the Company may, for the purposes of the said openings, interfere with and divert all sewers, drains, gas and water mains and pipes, telegraph wires, and other works which may impede the construction and use of the said openings; and the Company may apply their existing funds, and any moneys which they have still power to raise, for the purposes of the said openings, and the Company shall defray the expense of lighting the said openings to the satisfaction of the vestry of Saint Pancras.

Sect. 15 of Act of 1863 extended to this Act.

4. Section 15 of "The Metropolitan Railway Act, 1863," shall extend and apply to the works and objects by this Act authorised.

Railways not exempt from provisions of present and future general Acts.

5. Nothing herein contained shall be deemed or construed to exempt the railways of the Company from the provisions of any general Act relating to railways, or to the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision and alteration, under the authority of Parliament, of the maximum rates of fares and charges authorised to be taken by the Company, or of the rates for small parcels.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

MEMORANDA FOR HEADS OF AGREEMENT BETWEEN THE METROPOLITAN RAILWAY COMPANY AND THE LONDON, CHATHAM, AND DOVER RAILWAY COMPANY.

1. The London, Chatham, and Dover Company to have running powers for passenger traffic over the line of the Metropolitan Company under the Smithfield Market when completed, between the intended Snow Hill Junction and Moorgate Street, with the right to the use of the Aldersgate Street station and staff.

2. The Metropolitan Railway Company to provide station accommodation at Moorgate Street, in accordance with the plan hereto annexed, and signed by J. S. Forbes and Myles Fenton.

3. The London, Chatham, and Dover Company to run not less than 80 trains daily (except Sundays, Good Fridays, and Fast Days) to and from Moorgate Street. The minimum number per hour to be six trains each way, with a larger number at certain hours, at the option of the London, Chatham, and Dover Company, so far as is consistent with the use of the Metropolitan line by other companies: Provided always, that the obligations to run 80 trains daily is conditional upon the Metropolitan Company affording such reasonable and convenient access over their lines to and from Moorgate Street station as is consistent with the efficient working of such trains, and in such manner as to allow of the arrival and departure of one train in each direction in intervals of at most ten minutes. The number of trains on Sundays, Good Fridays, and Fast Days to be at the option of the London, Chatham, and Dover Company, provided they shall not be less than the number of the metropolitan and suburban trains running on such days to or from Ludgate and within twelve miles of London, except such trains as may run north of the Snow Hill Junction.

4. The London, Chatham, and Dover Company shall pay for station accommodation at Moorgate Street the following rates per passenger:

For every passenger with a single ticket, booked to or from Moorgate Street and Walworth Road, or any intermediate station - - - - - - - -	$\frac{1}{2}d.$
For every passenger with a return ticket, booked to or from Moorgate Street and Walworth Road, or any intermediate station - - - - - - - -	$\frac{3}{4}d.$
For every passenger with a single ticket, booked to or from Moorgate Street and any station on the London, Chatham, and Dover line beyond Walworth Road, and within a radius of fifteen miles of Moorgate Street station - - - -	$1d.$
For every passenger with a return ticket, booked to or from Moorgate Street and any station on the London, Chatham, and Dover line beyond Walworth Road, and within a radius of fifteen miles of Moorgate Street station - - -	$1\frac{1}{2}d.$

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For every single passenger outside that radius - - -	2*d.*
For every return passenger outside that radius - - -	3*d.*

Children under twelve years of age to be half of the above rates.

Provided always, that if the London, Chatham, and Dover Company shall elect to compound for the payment per head by paying an annual rent for the use of the Moorgate Street station, they shall have the power to do so on giving to the Metropolitan Company six months notice to that effect, such notice to expire on the 30th June or the 31st December in any year, and the rent to be so paid by the London, Chatham, and Dover Company shall be at the rate of six thousand pounds per annum.

5. The London, Chatham, and Dover Company shall have the absolute right to fix their own fares, and shall pay for the use of the line between Snow Hill Junction and Aldersgate Street or Moorgate Street toll as for one mile of the actual mileage of gross receipts, without any deduction except passenger duty, such payment to include the use of the station and staff of the Metropolitan Company at Aldersgate Street, at which station the London, Chatham, and Dover Company shall have the right to stop their trains for the purpose of taking up and setting down their passengers: Provided that in respect to all traffic booked between Moorgate Street or Aldersgate Street and Walworth Road, or any intermediate station of the Chatham Company, the receipts shall be subject to the deduction of the head money (clause 4), or an equivalent proportion of the rent, before division by mileage. For traffic passing under one mile over the line of the Chatham Company, that Company shall, in division, receive a proportion of the gross receipts as for one mile.

6. The London, Chatham, and Dover Company shall find their own clerks, porters, inspectors, and shunters at Moorgate Street, and pay the wages of the same, but may combine with any other company or companies using the Moorgate Street station for providing such servants jointly.

7. The London, Chatham, and Dover Company shall not book or convey traffic competitive with the Metropolitan Company, nor convey the local traffic of that Company without consent of the Metropolitan Company.

The operation of this clause shall be confined to traffic of the Metropolitan Company's existing line proper, the traffic of the Hammersmith and City line, and the traffic of places on the London and South-western Railway beyond Hammersmith.

8. The London, Chatham, and Dover Company's servants working over the Metropolitan Railway shall observe and obey the byelaws, rules, and regulations of the Metropolitan Company.

9. The engines and fuel of the London, Chatham, and Dover Company used over the Metropolitan Railway shall be subject to the approval of the Metropolitan Company.

10. The London, Chatham, and Dover Company shall repair the portion of the Moorgate Street station occupied by them.

11. The London, Chatham, and Dover Company shall pay to the Metropolitan Company a fair proportion of the rates, and taxes at Moorgate Street station in respect of the separate accommodation occupied by them, and also one sixth part of the costs of repairing the general station, and of the rates, taxes, gas, water, and other general expenses payable in respect of such general station, and of the wages of signalmen, porters, station inspectors, and others employed for the general purposes of the station.

12. The payments under clauses 4 and 5 to be made by the London, Chatham, and Dover Company to the Metropolitan Company shall be adjusted and paid monthly through the Clearing House.

The other payments to be made under this agreement to be paid half-yearly on the 30th June and the 31st December in each year.

13. Each Company to keep such accounts and vouchers as shall from time to time be necessary for the purposes of this agreement.

14. This agreement shall commence from the day when the works between Snow Hill Junction and Moorgate Street and the special accommodation at Moorgate Street are completed and passed by the Board of Trade; but it shall be competent to the London, Chatham, and Dover Company to withdraw from it at any time after the expiration of ten years on payment to the Metropolitan Company of 30,000*l*.

15. The London, Chatham, and Dover trains shall pass over the Metropolitan Railway to Moorgate Street upon the principle of passenger trains taking priority of goods trains, and the first passenger train arriving at any signal being passed on first: Provided always, that the trains of the Great Western Railway Company shall be entitled to such priority as is secured to them by an agreement with the Metropolitan Company dated the 14th day of January 1865, forming the schedule to "The Great Western Railway Additional Powers Act" of 1865.

16. When and so soon as the Metropolitan Company shall have completed beneath the Meat and Poultry Market at Smithfield station accommodation for the delivery of meat and poultry traffic at such market, the Metropolitan Company will, upon the demand of the London, Chatham, and Dover Company, allow the London, Chatham, and Dover Company to carry their meat and poultry to such station and market, and will treat such traffic of the London, Chatham, and Dover Company in its carriage to and in such market as favourably as the like traffic of any other company.

17. Arbitration clause.

18. A formal agreement to carry out these heads to be forthwith prepared by Mr. J. H. Lloyd.

Seal of the London, Chatham, and Dover Railway Company.

Seal of the Metropolitan Railway Company.

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