CHAPTER lviii.

An Act to extend the Powers of the Metropolitan Railway Company with respect to their Railway between Moorgate and Tower Hill; and for other purposes with relation to the same Company. [27th June 1872.]

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WHEREAS it is expedient that the provisions herein-after contained should be made with respect to the Metropolitan Railway Company (who are herein-after referred to as "the Company"), and with respect to their undertaking; namely,

That the time for the purchase of lands for the purpose of so much of the Metropolitan Railway as is to be constructed between Moor Lane and the authorised termination of the said railway in Trinity Square, Tower Hill, should be extended, and that the time for the completion of the said portion of railway should also be extended:

That an agreement between the Company and the Metropolitan District Railway Company, dated the twenty-ninth day of June one thousand eight hundred and seventy-one, should be confirmed, and that an agreement between the Company and the Great Eastern Railway Company should also be confirmed:

That further powers should be given to the Company with respect to their capital:

And whereas the purposes 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,)

1. This Act may be cited for any purpose as "The Metropolitan Railway Act, 1872." Short title.

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Parts II. and III. of 26 & 27 Vict. c. 92. incorporated.

2. Part II. of "The Railways Clauses Act, 1863," relating to extension of time, and Part III., relating to working agreements, shall be incorporated with and form part of this Act.

Extending time for purchase of lands.

3. The periods limited by the fourth section of "The Metropolitan Railway Act, 1869," for the compulsory purchase and taking of lands by the Company are, as respects the portion of their undertaking eastward of Moor Lane, revived and extended, and the powers granted to the Company in respect thereof shall continue in force until the first day of August one thousand eight hundred and seventy-five.

Extension of time for making railway.

4. The period limited by "The Metropolitan Railway Act, 1870," for the completion of so much of what is in the said Act and in "The Metropolitan Railway (Tower Hill Extension) Act, 1864," called "the Extension Railway," as was authorised to be constructed between Moor Lane and the authorised termination of the Extension Railway in Trinity Square, Tower Hill, is by this Act extended until the first day of August one thousand eight hundred and seventy-five.

Saving lands of Messieurs Norris.

5. No extension of time by this Act granted shall be held to extend to or affect any lands or hereditaments held by or belonging to the trustees or beneficiaries under the will of Stephen Clark Norris, deceased, and situated in Bell Square, Blomfield Street, in the city of London, except such part of the said lands as are comprised in the notice to treat and agree already served by the Company on Mary Norris, now deceased.

Penalty if Extension Railway not made within extended time.

6. If the Company fail within the period limited by this Act to complete the said portion of the Extension Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the 3rd section of the Act 17th and 18th Victoria, chapter 31, known as "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in the said 3rd section of the Act 17th and 18th Victoria, chapter 31, to an account opened or to be opened in the name and with the privity of the accountant general of the Court of Chancery in England in the bank named in such warrant or order, and shall not be

paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys recovered by way of penalty.

7. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said portion of the Extension Railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

Confirming agreement with Metropolitan District Railway Company.

8. The agreement dated the twenty-ninth day of June one thousand eight hundred and seventy-one, and made between the Company and the Metropolitan District Railway Company, is hereby confirmed, and shall be carried into effect by the parties thereto; and the said agreement forms the First Schedule to this Act: Provided always, that clause 6 of the agreement between the Metropolitan District Railway Company and the London and North-western Railway Company, dated 1st August 1871, and scheduled to the London and North-western Railway Company's Additional Powers Bill, 1872, shall be deemed to apply to the signals and junction between the London and North-western Railway Company's dock and any further or substituted dock or docks provided for that company's use at the City terminus of the Metropolitan District Railway Company, and the lines of the same company.

Confirming agreement between Company and Great Eastern Railway Company.

9. The agreement between the Company and the Great Eastern Railway Company, a copy of which is set forth in the Second Schedule to this Act, shall be and the same is hereby confirmed.

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Providing for agreement with the South-eastern Railway Company.

10. Subject to the provisions contained in Part III. of "The Railways Clauses Act, 1863," the Company and the South-eastern Railway Company may from time to time enter into contracts and arrangements with respect to the mutual interchange, accommodation, and conveyance of traffic coming from or destined for their respective undertakings, and the fixing, levying, and apportionment of tolls and charges with respect to such traffic.

Power to raise money by the creation of shares or stock.

11. The Company may, in addition to any moneys already raised or authorised to be raised by the Company, from time to time raise for the general purposes of the Company any sums of money not exceeding in the whole two hundred and fifty thousand pounds, by the creation and issue of new ordinary shares or stock, and new preference shares or stock, and new redeemable preference shares or stock in their capital, or, at the option of the said Company, by all or any of those modes; and the Company may from time to time apply to the capital or any part thereof to be raised by virtue of this enactment conditions similar to those contained in the resolutions which form Schedule (B.) to "The Metropolitan Railway Act, 1868."

Shares not to issue until one fifth paid up.

12. The Company shall not issue any share or stock created under the authority of this Act, nor shall any share or stock vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share or stock shall have been paid in respect thereof.

Power to borrow on mortgage.

13. The Company may from time to time under the powers of this Act borrow any additional sum of money not exceeding eighty-three thousand pounds by mortgage of their undertaking, but no part of that sum shall be borrowed until 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 of the additional capital by this Act authorised to be raised by new shares or stock has been subscribed for, 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 or portion of stock 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 subscribers or their assigns, and that such subscribers or their 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.

Existing mortgages to have priority.

14. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the time of the passing thereof, shall, during the continuance of such mortgages, have priority over any mortgages, or the payment of interest upon any mortgages, to be granted by virtue of this Act.

For appointment of a receiver.

15. 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, and in order to authorise the appointment of a receiver the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than twenty thousand pounds in the whole.

Interest not to be paid on calls paid up.

16. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him in the capital by this Act authorised to be raised: Provided always, that this Act shall not 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."

Deposits for future Bills not to be paid out of capital raised under this Act.

17. 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.

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

18. Nothing herein contained shall be deemed or construed to exempt 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.

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

FIRST SCHEDULE.

Heads of Agreement made the 29th day of June 1871 between the Metropolitan Railway Company of the one part and the Metropolitan District Railway Company of the other part.

It is agreed as follows:

1. The lines of railway between the South Kensington and Kensington High Street stations, together with those stations and the Gloucester Road station, are, for the purposes of the traffic herein-after next mentioned, to be considered as the joint property of the two Companies, and are to be worked by a joint staff to be appointed by and under the control of the joint committee herein-after mentioned: Provided that each Company may, if so thought fit, appoint its own booking clerks at those stations respectively.

2. A mileage proportion of the gross receipts from all fares or rates derived from traffic of all kinds, passing over the whole or any part of those joint lines, shall be carried to a fund to be called "The Joint Property Fund."

3. The joint property fund shall be charged with the cost of maintaining the said joint lines and stations, the payment of the joint committee and staff, of the rates, taxes, and passenger duty, and of all other working expenses except the salaries of the separate booking clerks (if any), and with an allowance to each Company of fifteen per cent. of the gross receipts from such traffic for locomotive expenses. The residue of the fund shall be divided between the two Companies in the following proportions; videlicet, for the first four years, reckoned from the 1st July 1871, in the proportion of 66 per cent. to the Metropolitan Company and 34 per cent. to the District Company, for a further term of three years thereafter in the proportion of 60 per cent. to the Metropolitan Company and forty per centum to the District Company, and at the expiration of this term of seven years in such proportions as shall be then agreed, or as, failing agreement, shall be determined by the standing arbitrator for the time being to be appointed as herein-after provided.

4. The mileage apportionment of the gross receipts to be carried to the joint property fund, the deduction from that fund of the charges and allowances specified in the last preceding article, and the adjustment as between the two Companies of the respective proportions of the residue of the fund as above defined, shall be made and settled by and through the Clearing House.

5. Notwithstanding that the lines and stations before mentioned are for the purpose of the traffic passing over them to be considered as joint property, the lines of railway and the parts of the respective stations on the east side are to be appropriated to the separate use of the Metropolitan Company, and the lines and parts of the respective stations on the west side are to be appropriated to the separate use of the District Company; and each of the Companies is to have the right of admitting the trains and traffic of any other Company to the use of the lines and stations so respectively appropriated.

As respects the General Traffic of the two Companies.

6. Through booking is to be established between all stations of the two Companies at fares and rates to be from time to time agreed, or, failing agreement, to be recommended to the respective boards by the joint committee herein-after mentioned and adopted on such recommendations by the respective boards.

7. The gross receipts from all the through fares and rates, except those specified in the 2nd Article, are to be divided between the two Companies in proportion to the actual mileage travelled over on their respective lines.

8. On and after the day when this agreement comes into operation, intercommunication between the systems of railway belonging to the two companies respectively, that is to say, between Moorgate Street and Cannon Street viâ the High Street, Kensington, station, and conversely, shall be carried into effect, and maintained by the interchange running of trains of the two Companies respectively, and such arrangements shall from time to time be made for this interchange running that as nearly as may be the mileage actually run by the respective trains in performing the general service shall be balanced and the carrying capacity of each train shall be equal, thereby rendering unnecessary the accounting or making payments in money in respect of the traffic so carried by the one company to the other.

9. When and so soon as the requisite arrangements can be made, a like continuity of service by the interchange running of trains shall be established and maintained on the two systems between Moorgate Street and Cannon Street, and conversely, viâ Addison Road.

10. The times of departure and arrival of the trains by which the interchange service is performed shall be those which shall from time to time be agreed, or which, failing agreement, shall be settled by the joint committee and adopted on their recommendation by the respective boards.

11. For the purposes of this agreement the route between High Street, Kensington, or Notting Hill Gate and Moorgate Street, and stations (if any) to the east of Moorgate Street, and between Addison Road or Uxbridge Road and Moorgate Street, and stations (if any) to the east of Moorgate Street, is herein distinguished as the east route, and that between those same places and Cannon Street, and stations (if any) east of Cannon Street, is herein distinguished as the west route, and the public shall have the full and free choice of either of these routes, and the fares by both routes shall be the same.

12. The fares by those routes, including return fares, shall be such as from time to time shall be agreed, and as, failing agreement, shall be recommended by the joint committee, and on their recommendation adopted by the respective boards.

13. Return tickets issued for either of the two routes shall be available for return by the other route.

14. Season tickets shall be issued by each Company at rates to be agreed or settled, as provided in Article 12, and shall be available by either route; the proceeds of such return and season tickets to be divided between the

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Companies as may be agreed upon, and failing agreement, as may be settled by arbitration.

15. Each of the Companies shall be absolutely free to fix its local fares, and to make its own arrangements for local traffic, and for the admission of other Companies to the use of its lines and stations, and of the parts of the joint lines and stations specially appropriated to each.

16. There shall be for the purposes herein-before specified as matters to be referred to the joint committee, a committee to be called the joint committee, which shall consist of two directors of each of the Companies, and the first members of this committee shall be John Parson and Alexander Clunes Sherriff, M.P., as representing the Metropolitan Company, and the Earl of Devon and James Staats Forbes, Esq., as representing the Metropolitan District Company, so long as they continue to be directors of their respective boards, and their powers and functions shall commence on the day when this agreement comes into operation, and shall continue for one year from that date.

17. Within fourteen days from the expiration of that year each of the boards of the two Companies shall nominate and appoint two of their body as members of the joint committee for the succeeding year, but the members then retiring may be re-appointed, and so in like manner in each successive year during the continuance of this agreement.

18. Any occasional vacancy during a current year from death or other cause shall be filled up for the period unexpired by the board of the Company by whom the original appointment was made.

19. The joint committee shall make their own regulations as to time and place of meeting, and their remuneration shall be such as the boards of the two Companies may from time to time determine, which remuneration shall be paid out of the "Joint Property Fund."

20. The recommendations of the joint committee shall not be in force unless and until adopted by the respective boards.

21. All matters relating to this agreement on which the boards of the two Companies shall differ, including all matters hereby specially referred to him, shall be referred to and be determined by the standing arbitrator.

22. The first standing arbitrator shall be Mr. Thomas Elliot Harrison, of No. 1, Westminster Chambers, and his appointment shall date from the first day when this agreement comes into operation, and shall be in force until the 1st day of July 1872; provided that for all matters which before that day shall have been referred to him, and not then have been disposed of by him, his functions shall continue and be in force until the final determination thereof, and this provision shall be applicable and apply to all future standing arbitrators.

23. Within some convenient time before the 1st day of June 1872 and the same day in each successive year, a standing arbitrator shall be appointed by the boards of the two Companies in the place of the arbitrator whose functions will then expire, but the existing arbitrator may in each case be re-appointed.

24. In case the boards of the two Companies do not agree in the appointment of arbitrator, the Board of Trade may, on the application of either Company, make the appointment.

25. Occasional vacancies in the office of standing arbitrator, from death or other cause, during the period for which he is appointed, shall be filled up in like manner as is herein-before provided with respect to the appointment of a new arbitrator.

26. The standing arbitrator shall have all the powers of a single arbitrator appointed under the provisions of the Railways Companies Arbitration Act, 1859.

27. This agreement shall come into operation and take effect on the 1st day of July 1871, and shall continue in force for the period of twenty-one years, and from thence until determined by mutual consent, or by a six months notice in writing under hand of the secretaries of either Company, addressed to and served upon the other Company at its principal office for the time being.

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

Seal of the Metropolitan Railway Company.

Seal of the Metropolitan District Company.

SECOND SCHEDULE.

Agreement made the 9th day of April 1872 between the Metropolitan Railway Company of the one part and the Great Eastern Railway Company of the other part.

1. Junction line between Metropolitan and Great Eastern Railways.

The part of the junction line on the south side of Liverpool Street to be constructed by the Metropolitan Company, the part of the junction line on the north side of Liverpool Street to be constructed by the Great Eastern Company. The intermediate portion (that is to say) across Liverpool Street and the footpaths thereof to be constructed at joint cost in moieties by the two Companies, it being understood that whatever drainage operations are necessary for the formation of the intermediate portion of the junction line are to be borne equally.

2. Station for interchange of coaching traffic. Means of communication between the stations of the Great Eastern and Metropolitan Railways to be made on the basis of each Company forming its own portion to the centre of the new Liverpool Street.

3. On receipt of notice on or after 1st August 1873 either from Great Eastern to Metropolitan or Metropolitan to Great Eastern, the respective Com-

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panies shall forthwith proceed with the works by this agreement undertaken by such Companies respectively, and complete the same pari passu with all reasonable despatch, and the Metropolitan Company shall also proceed with that part of their railway between Moorgate Street and the junction line, and complete the same within the time limited by their Act of 1872.

4. This agreement to be scheduled to the Metropolitan Railway Bill now in Parliament.

On behalf of the Metropolitan Railway Company.
(Signed) Myles Fenton.

On behalf of the Great Eastern Railway Company.
(Signed) S. Swarbrick.

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