



CHAP. xiii.

An Act to confirm a Working Agreement between the Dublin and Meath Railway Company and the Midland Great Western Railway of Ireland Company; and for other purposes. A.D. 1869.
[13th May 1869.]

WHEREAS by the "Dublin and Meath Railway Act, 1858," the said Dublin and Meath Railway Company (herein-after called the Dublin and Meath Company) were incorporated, and authorized to make and maintain the railway and branch railway therein described: 21 & 22 Vict.
c. cxix.

And whereas the said railway and branch railway have long since been constructed and opened and used for public traffic, and are connected with the railway of the Midland Great Western Railway of Ireland Company:

And whereas it is expedient that the agreement made between the above-mentioned companies, a copy of which forms the schedule to this Act, should be confirmed:

And whereas the purpose aforesaid cannot be effected without the sanction of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, and 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 all purposes as "The Dublin and Meath Railway (Working Agreement) Act, 1869." Short title.

2. The agreement, a copy of which forms the schedule to this Act, is hereby confirmed as between and made binding on the companies parties thereto respectively, and full force and effect shall be given thereto by the said companies respectively. Confirmation
of agree-
ment.

3. During the continuance of the agreement in the schedule hereto the railways of the company and of the Midland Great Western Railway of Ireland Company shall for the purposes of tolls Tolls on
traffic con-
veyed partly
on the rail-
way and

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partly on the
railway of
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Great
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Railway of
Ireland
Company.

and charges be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway and partly on the railway of the Midland Great Western Railway of Ireland Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the railway of the Midland Great Western Railway of Ireland Company.

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

4. Nothing in this Act contained shall be deemed or construed to exempt the undertaking of the Dublin and Meath 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, or from any future revision and alteration, under the authority of Parliament, of the tolls for small parcels, and of the maximum rates of fares and charges authorized to be taken by the company.

Expenses of
Act.

5. All the costs, charges, and expenses of and incidental to the passing of this Act shall be paid by the Dublin and Meath Company.

The SCHEDULE before referred to.

AN AGREEMENT made the tenth day of February 1869 between the Midland Great Western Railway of Ireland Company (herein-after called the Midland Company) of the one part, and the Dublin and Meath Railway Company (herein-after called the Dublin and Meath Company) of the other part. Whereas by "The Dublin and Meath Railway Act, 1858," the said Dublin and Meath Railway Company (herein-after called the Dublin and Meath Company) were incorporated and authorized to make and maintain the railway and branch railway therein described: And whereas the said railway and branch railway have long since been constructed and opened

and used for public traffic, and are connected with the railway of the Midland Company, and it would be of advantage to the two companies and tend to the convenience and accommodation of the public if the railways of the two companies were worked together and as one system, and it has accordingly been agreed between the two companies that the Midland Company shall have the right to pass and run over and shall pass and run over the said railway and branch railway of the Dublin and Meath Company with the engines, carriages, and waggons belonging to the Midland Company, and may and shall use the stations, works, and conveniences of the Dublin and Meath Company upon the terms and conditions herein-after set forth: Now these presents witness that in pursuance of such agreement and in consideration of the premises the Midland Company, in respect of the acts and defaults of themselves and their directors, officers, agents, and servants, hereby covenant with the Dublin and Meath Company, and the Dublin and Meath Company, in respect of the acts and defaults of themselves, their directors, officers, agents, and servants, hereby covenant with the Midland Company, as follows; that is to say,

1. The expression "the railway," as used in this agreement, shall mean and include the railway and branch railway authorized by the herein-before mentioned Act, and all stations, station-houses, and buildings belonging to the Dublin and Meath Company, and all conveniences connected therewith, and shall also extend to and include all water supplies, tanks, sidings, station-houses, lodges, workshops, sheds, station approaches, stores, and other works as at present belonging to or in use by the Dublin and Meath Company for working that company's traffic, or as may under the terms of this agreement be erected by the Midland Company and the Dublin and Meath Company respectively.

2. The arrangements hereby made for using and working the railway shall continue for ten years, and after that period shall be determinable by either party on twelve calendar months notice to that effect being given in writing by either company to the other.

3. From and after the first day of the month succeeding the day on which this agreement shall have been confirmed by Act of Parliament, unless the said companies mutually agree upon an earlier commencement, and during the continuance of this agreement, the Midland Company shall have the right of using, working, and managing the railway with all the powers and privileges of the Meath Company, and shall and will thenceforth at their own expense, and with their own engines, carriages, and waggons, use and work the same in connexion with and in continuation of their

A.D. 1869. own lines of railway, and shall and will provide and pay for all locomotive power, water supplies, rolling stock, plant, superintendents, police, porters, and other servants, and all horses, carriages, and conveniences necessary and proper for so carrying on and working the traffic of the railway, and shall and will use and work the same, and also all traffic arising from extensions of the said Dublin and Meath Railway which are already or may hereafter be sanctioned, efficiently, and so as fairly to develop, protect, and maintain the traffic fairly belonging thereto, and shall not nor will, directly or indirectly, divert the same traffic or any part thereof from the railway.

4. The Midland Company will, for the purposes and with the objects mentioned in the last preceding article, run not less than two passenger trains each way on the railway on week days and one passenger train each way on Sundays; and the times of such trains respectively shall be so fixed by the Midland Company as to be convenient for connexion with the through trains of the Midland Company, and all reasonable efforts shall be made and appliances used by the Midland Company to render the trains available as well for local as through traffic.

5. The Midland Company will at all times during the continuance of this agreement keep and maintain the railway and the permanent way thereof, with all bridges, culverts, watercourses, fences, sidings, works, and conveniences connected therewith for the time being, in efficient repair and good working order and condition, and so deliver up the same to the Dublin and Meath Company at the expiration of this agreement.

6. Before the Midland Company commence the working of the railway under this agreement the same shall be inspected by such person as the two companies shall mutually select, or, failing such, then by an engineer nominated by the Board of Trade, on request of either party, and a report made by him of the state thereof, which report shall be binding on both the companies, and be taken and admitted to contain a true statement of the condition and repair of the railway at the commencement of this agreement, and shall be the state and condition in which they are to be delivered up by the Midland Company at the expiration of this agreement, and the expenses of such report and incident thereto shall be borne equally by the two companies.

7. Within six months after the commencement by the Midland Great Western Company to work the line the Dublin and Meath Company shall and will erect and provide at their own expense proper and convenient permanent station and stores at Navan, and if any dispute or difference shall arise between the two companies as

to the nature of the accommodation so to be provided by the Dublin and Meath Company, the same shall be determined by arbitration as herein-after provided; provided that the Dublin and Meath Company may make any arrangements which they may think fit with the Navan and Kings Court Railway Company for the user by that company of such station and stores, so that any such arrangements do not interfere with the reasonable use thereof by the Midland Company or the accommodation proper and necessary for the traffic of the railway.

8. The Midland Company shall be at liberty to expend one thousand pounds in improving the station and stores at Athboy, and the Midland Company may retain annually out of the per-centages herein-after mentioned as to be paid to the Dublin and Meath Company as their proportion of the gross receipts of the traffic arising upon the railway one tenth of the sum so expended, until the whole of the said sum shall have been thus repaid to the Midland Company, with interest at the rate of five per cent. per annum.

9. It shall be lawful for the Dublin and Meath Company at any time or times hereafter to sell or otherwise dispose of for their own benefit all land not required for the railway or works or for the efficient working of or management of traffic on the railway generally, or generally for the purposes thereof, and which are usually designated as superfluous lands; and in case of difference on the question whether any such lands are or may be required for that purpose, the matter shall be referred to and determined by arbitration as herein-after mentioned.

10. The Midland Company are to have and to be entitled during the continuance of this agreement to all the rights and powers of the Dublin and Meath Company, and to make rates, tolls, and charges under the herein-before mentioned special Act of the Dublin and Meath Company, and all other the powers, rights, and privileges of the Dublin and Meath Company under that Act or any Act in force for the time being with regard to railways, so far as they relate to or otherwise arise out of the user or working and maintenance of the railway and works and the rates payable for traffic thereon, and for any of the services performed or accommodation found in respect thereof, and so that the Midland Company may use the name of the Dublin and Meath Company or the name of the Midland Great Western Railway of Ireland Company for the purpose of exercising or enforcing such rights, powers, and privileges, nevertheless indemnifying and saving harmless the Dublin and Meath Company in that behalf.

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11. The Midland Company will, in the exercise of their rights and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the working of the railway and to the traffic thereon contained in the Act or Acts from time to time in force with respect to the railway, and will at all times fully and freely indemnify and save harmless the Dublin and Meath Company from and against all penalties, forfeitures, losses, damages, costs, charges and expenses, claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Midland Company or any of their directors, agents, or servants in relation to the working by the Midland Company of the railway or any part thereof, or to any traffic thereon.

12. The Midland Company shall bear and pay (except as hereinafter mentioned) all rates, taxes, and outgoings, and all other expenses of or incident to the railway and the user, working, and traffic thereof, and usually paid out of or chargeable to revenue, except passenger duty or tax (should it hereafter be imposed), and the property or income tax for the time being payable in respect of the monthly payments to be made by the Midland Company to the Dublin and Meath Company by virtue of these presents, and also except all such payments as by the clause next herein-after contained it is stipulated are to be borne and paid by the Dublin and Meath Company.

13. The Dublin and Meath Company will bear or satisfy all tithe and other rentcharges (if any) created or to be created, and all capital moneys secured by the mortgage bonds of the Dublin and Meath Company, and also all capital charges and debts of the same company, and the interest in respect of the same respectively, to which the railway or any part thereof shall at any time be subject.

14. The Midland Company will monthly during the continuance of this agreement pay over to the Dublin and Meath Company, as and by way of consideration for such rights and privileges as are hereby conceded to the Midland Company, and as their proportion of the gross receipts arising from the railway and the traffic thereon, forty-eight per centum of such receipts, and the remainder shall be retained by the Midland Company as their remuneration for working the line; provided that when the gross receipts in any two consecutive half years shall exceed the sum of twenty thousand pounds, then the said Midland Company shall, so long as the gross receipts from the said railway and the traffic thereof shall exceed the sum of twenty thousand pounds per annum, pay over to the said Dublin and Meath Company as their proportion of and in such gross receipts forty-eight per cent. up to eighteen thousand pounds per annum, and

sixty per cent. in respect of all gross receipts exceeding eighteen thousand pounds per annum. A.D. 1869.

15. The monthly payments herein-before provided to be made by the Midland Company to the Meath Company shall be made on or about the twenty-eighth day of every succeeding month during the continuance of this agreement.

16. The word "traffic," whenever occurring in these presents, shall mean and include all such passengers, small parcels, animals, goods, mineral and other traffic whatsoever to be transmitted or conveyed in or over the railway or any part thereof; and if any such traffic shall be so transmitted or conveyed for or by persons providing their own locomotive or moving power, there shall in every such case be added to the tolls paid by such persons, and credited to the account of gross receipts, such a sum as shall fairly represent the cost of locomotive power, and be settled in case of difference by arbitration as herein-after mentioned.

17. Where any traffic shall be carried partly over the railway of the Meath Company and partly over the railway of the Midland Company the proportion of tolls for such traffic to be credited to each company shall be as follows:

As respects all traffic between Broadstone and North Wall Station in Dublin and the stations on the Meath Company's railway as follow:

The terminals allowed or paid from time to time under the regulations of the Irish Railway Clearing House, or failing any such regulations as to terminals, then such terminals as may be for the time being in operation as between the principal railway companies of Ireland.

For mileage—A division of the total receipts (after deduction of such terminals) and of Government duty on passengers, should such duty be hereafter imposed by Parliament, according to the actual mileage traversed by such traffic over the railways of the two companies respectively, and for the use of the Liffey branch for the Meath Company's traffic the Midland Company shall receive the ordinary terminal allowance as aforesaid, together with a mileage proportion (after such deductions as aforesaid) equal to four miles out of the whole distance such traffic may travel between the terminus of the said branch at the river Liffey and the point on the Meath Company's railway to or from which it shall be conveyed.

18. If any traffic shall be received at Navan from the Kells and Navan and the Kells and Oldcastle line, and be taken at a low rate

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over the Dublin and Meath line, or vice versa, the Midland Company shall be entitled to deduct from the tolls of such traffic at the rate of one moiety of the present scale of charges for the mileage over their line, and the balance only shall be carried to the account of gross receipts.

19. Nothing contained in this agreement shall be deemed or taken to prevent the Midland Company from stopping any train passing to or from the lines of the Dublin and Meath Company over the lines of the Midland Company at any stations or places between either of the Midland Company's two termini in Dublin and Clonsilla, or at the Clonsilla Station, for the purposes of the reception, delivery, and accommodation of traffic of any kind passing over or along either of the companies railways, but so as not to cause undue delay to the traffic of the said Dublin and Meath Company.

20. So soon as the Midland Company shall enter upon the working of the Meath line under the terms of this agreement they shall and will with all reasonable despatch purchase of the Dublin and Meath Railway Company, and the Dublin and Meath Company shall and will sell to the Midland Company, all the tools and moveable machinery at present in the workshops of the Dublin and Meath Company at Kilmessan, and all the furniture and stores in and about the several stations, and also all the rolling stock (except the locomotive engines belonging to the said Dublin and Meath Company), at such price or prices as may be agreed upon between the boards of the respective companies, or as may be determined by a valuer to be agreed upon by the two companies, or failing such agreement then by arbitration.

21. If this agreement shall not be sanctioned by Parliament, or if from any cause the same shall previously cease to have effect, and if the Midland Company shall have entered upon the working of the Meath Company's line of railway and shall have taken their rolling stock, plant, and machinery under the provisions aforesaid, then the said Dublin and Meath Company shall within three calendar months from the cesser of this agreement repay to the said Midland Company such sums as shall have been so paid by them for such rolling stock, plant, or machinery.

22. The Dublin and Meath Company may sell or otherwise dispose of their said locomotive engines as and how they may think fit.

23. Proper and regular books of account, such as are usually kept by railway companies in relation to their traffic and to their receipts or proportion of receipts, shall at all times be kept by the Midland Company of and in relation to the traffic carried upon the railway and to the gross receipts for the same, and shall be at all reasonable

times open to the directors and officers of the Dublin and Meath Company to examine and take copies thereof or extracts therefrom; and the Midland Company shall transmit to the Dublin and Meath Company, within thirty days after the end of every calendar month, an accurate account showing the actual amount of gross receipts of the said traffic applicable to the railway for the calendar month next preceding, and the Midland Company will, whenever thereunto reasonably required by the Dublin and Meath Company, duly verify every such last-mentioned account.

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24. The Midland Company will duly and faithfully account to the Dublin and Meath Company for and in respect of all the gross receipts of and from all traffic as aforesaid, and of and from all other (if any) the traffic upon or over the railway, from whatever source arising.

25. Abstracts of the monthly accounts of the traffic herein-before provided to be prepared and kept by the Midland Company shall with all reasonable despatch be furnished monthly to the Irish Railway Clearing House, to be there investigated, and the percentages payable by the Midland Company to be apportioned and settled between the two companies according to the provisions of this agreement; provided, however, if the companies think fit, they may from time to time mutually agree to refer the investigation, apportionment, and settlement of the said accounts to some other party or body.

26. Neither of the companies parties hereto will, without the previous consent in writing under the common seal of the other company, make or enter into any contract or arrangement with any other company or person which shall disable the respective companies or either of them from carrying this agreement into effect.

27. Every notice, account, or other writing to be given or transmitted for any of the purposes of this agreement by or on the part of either of the companies parties hereto to the other of them shall be deemed to be duly given or transmitted if it be signed by the secretary or other agent of the said company by or on the part of which it is given or transmitted, and be left for the other company, as to the Midland Company, at the principal office at the Broadstone, Dublin, or be delivered personally to the secretary of such other company; provided, however, that if the Dublin and Meath Company do not provide such office in Dublin, then the transmission of such notice by a registered letter to the Dublin and Meath Company's office in London shall be a good service.

28. All matters herein-before specified or referred to as matters to be referred to arbitration, and all questions which may arise between

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29. The Dublin and Meath Company will at their own expense apply to Parliament in the present session for a confirmation of this agreement and for powers to carry same into effect, and the said Midland Company will give all aid in its power to the successful promotion of such application.

In witness whereof the said companies have hereunto respectively caused their common seals to be affixed the day and year first before written.

Witness present when the common seal of the said Midland Great Western Railway of Ireland Company was hereunto affixed.

(Signed) W. P. KIRWAN,
Solicitor to the Company,
4, Upper Temple Street, Dublin.

L.S.

Witness present when the common seal of the said Dublin and Meath Railway Company was hereunto affixed.

(Signed) WM. THOS. HUXLEY,
Secretary,
10, Angel Court, London, E.C.

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