ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. cxlv.

An Act for the Amalgamation of the Undertaking of the *Newcastle-upon-Tyne and Carlisle* Railway Company with the Undertaking of the *North-eastern* Railway Company; and for other Purposes. [17th *July* 1862.]

WHEREAS by "The *North-eastern* Railway Company's Act, 1854," (in this Act called the Amalgamation Act,) the *York and North Midland* Railway Company and the *Leeds Northern* Railway Company were dissolved, and their respective Undertakings and Property were vested in the *York, Newcastle, and Berwick* Railway Company, the Name of which Company was thereby changed to the Name "The *North-eastern* Railway Company" (in this Act called the Company), and Provision was made (Section L.) for the Consolidation of the *Malton and Driffield Junction* Railway Company (in this Act called the *Malton* Company) and their Undertaking with the Company and their Undertaking, and (Section LIII.) for the Dissolution of the *Malton* Company and the vesting of their Undertaking and Property in the Company, in accordance with which the *Malton* Company were 17 & 18 Vict. c. ccxi.

dissolved and their Undertaking and Property became vested in the Company: And whereas by "The *North-eastern* Railway Company's (Capital) Act, 1857," (in this Act called the Capital Act,) the Capital of the Company was (Section VII.) limited to the Sum of Eighteen millions eight hundred and sixteen thousand four hundred and eighty-seven Pounds Ten Shillings, and such further Amount as they should create by the Conversion of Loan into Capital, and such further Amount, if any, as might be provided by any other Act of the then Session; and (Section XVII.) the Amount to be borrowed by the Company on Mortgage or Bond was limited to Six millions two hundred and seventy thousand Pounds, less the Amount then already or thereafter raised by Debenture Stock, but (Section XVIII.) with an Option of raising Three hundred thousand Pounds by borrowing instead of by Shares, the Amount so borrowed to be in addition to any other Amount to be borrowed under the reciting Act: And whereas subsequently to the passing of the Capital Act the Capital and borrowing Powers of the Company have been increased, and the total authorized Capital of the Company now is Twenty millions one hundred and sixty-seven thousand and fifty-seven Pounds Ten Shillings, and the total Amount which they are authorized to borrow is Six millions seven hundred and sixty-nine thousand three hundred and thirty-three Pounds Six Shillings and Eightpence, less the Amount from Time to Time of their Debenture Stock, and less so much of the Three hundred thousand Pounds mentioned in Section XVIII. of the Capital Act as they raise by Shares instead of by borrowing: And whereas by the Amalgamation Act (Section XX.) an Agreement, dated the Thirty-first Day of *March* One thousand eight hundred and fifty-three, under the Seals of the *York, Newcastle, and Berwick* Railway Company, the *York and North Midland* Railway Company, and the *Leeds Northern* Railway Company respectively, for determining and adjusting the Terms and Conditions upon which those Three Companies and their respective Undertakings were to be amalgamated, and the Application and Apportionment of the joint Revenues of the amalgamated Companies to and among the several Classes of Proprietors therein specified, and the Charges and Outgoings to be placed to the Account of the several Capital Stocks composing the united Capital, and to be borne by and paid out of the Revenues to be assigned respectively as therein expressed, and the Charges and Outgoings to be borne by and paid out of the joint Revenue, and generally for defining and adjusting the Rights and Interests of the several Classes of Proprietors and several Creditors in and of the Company, was confirmed, and (Section L.) Provision was made with respect to the Proportions of the Receipts from the Traffic on all the Railways of the Company to be allotted to the *Malton* Company or their Class of Shareholders in the Company: And whereas by the Act of the Tenth Year of *George* the Fourth, intituled *An Act for making and maintaining a Railway*

20 & 21 Vict. c. xix.

Confirmation of Agreement of 31st of March 1853.

10 G. 4. c. lxxii.

Railway or Tramroad from the Town of Newcastle-upon-Tyne *in the County of the Town of* Newcastle-upon-Tyne *to the City of* Carlisle *in the County of* Cumberland, *with a Branch thereout*, the *Newcastle-upon-Tyne and Carlisle* Railway Company (in this Act called the *Carlisle* Company) were incorporated, and were authorized to make and maintain the *Newcastle-upon-Tyne and Carlisle* Railway: And whereas the following Acts were afterwards passed with respect to the *Carlisle* Company; that is to say, the Act of the Second Year of *William* the Fourth, Chapter Ninety-two; the Act of the Fifth Year of *William* the Fourth, Chapter Thirty-one; the Act of the First Year of Her present Majesty, Chapter Twenty-three; the Act of the Session of the Fourth and Fifth Years of Her present Majesty, Chapter Forty-four; "The *Newcastle-upon-Tyne and Carlisle* Branch Railway Act, 1846;" "The *Newcastle-upon-Tyne and Carlisle Alston* Branch Railway Act, 1849;" the Act of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter Seventy-two; and "The *Newcastle and Carlisle* Railway Act, 1854," in this Act called "The *Carlisle* Act of 1854;" which said several recited Acts relating to the *Carlisle* Company are in this Act called "the *Carlisle* Acts:" And whereas by "the *Carlisle* Act of 1854" the Capital of the *Carlisle* Company was (Section XVIII.) declared to be their then existing Four Pounds *per Centum* Preference Share Capital of One hundred and fifty thousand Pounds, in this Act called *Carlisle* Four *per Cents.*, and their then existing ordinary Share Capital of One million one hundred and fifty-five thousand Pounds, in this Act called *Carlisle* ordinary Capital, and such further Capital as under the reciting Act the Company should raise by new Shares, and such further Capital as under the reciting Act they should raise by borrowing; and (Section XX.) the Company were authorized to raise by new Shares Two hundred and thirty thousand Pounds, or (Section XXI.) instead of raising the whole thereof by new Shares to borrow Seventy-five thousand Pounds; and (Section XXXI.) to create Debenture Stock for paying off Debenture Debt; and (Section LI.) except only for enabling the Amount necessary for redeeming Debenture Debt to be raised, the whole Sum to be raised by the *Carlisle* Company by Shares and by Stock and by borrowing, or by any of those Means, was limited not to exceed Two million Pounds; and (Section LII.) the Amount (if any) raised in excess of Two million Pounds was to be applied forthwith and exclusively in paying off Debenture Debt: And whereas the *Carlisle* Company under "the *Carlisle* Act of 1854" created One thousand five hundred and fifty Shares of One hundred Pounds each, in this Act called *Carlisle* Four and a Half *per Cents.*, with a perpetual fixed preferential Dividend of Four Pounds Ten Shillings *per Centum per Annum*, ranking next after the One hundred and fifty thousand *Carlisle* Four *per Cents.*: And whereas the total authorized Capital of the *Carlisle* Company now is as follows:

2 & 3 W. 4. c. xcii.
5 & 6 W. 4. c. xxxi.
1 & 2 Vict. c. xxiii.
4 & 5 Vict. c. xliv.
9 & 10 Vict. c. cccxciv.
12 & 13 Vict. c. xliii.
13 & 14 Vict. c. lxxii.
17 & 18 Vict. c. lvii.

Carlisle

	£
Carlisle Four *per Cents.* - - -	150,000
Carlisle Four and a Half *per Cents.* - -	155,000
Carlisle ordinary Capital - - -	1,155,000
Making a total Amount of existing Share Capital of - - - - -	£1,460,000
And the total Amount which the *Carlisle* Company are authorized to borrow is - - - less so much, not exceeding Seventy-five thousand Pounds, as they raise by Shares, and less the Amount from Time to Time of their Debenture Stock - - - - -	540,000
Total - - -	£2,000,000

And whereas the One hundred and fifty thousand Pounds *Carlisle* Four *per Cents.* were created on the Seventh Day of *May* One thousand eight hundred and fifty-one, and are entitled to a Dividend of Four Pounds *per Centum per Annum* payable half-yearly in preference to any Dividends on the previously created Shares of the *Carlisle* Company, and are also entitled to participate with the Holders of those previously created Shares in any Excess of Dividend paid to those Holders over Four *per Cent.*: And whereas with a view to the Amalgamation of the Undertaking and Property of the *Carlisle* Company with the Undertaking and Property of the Company the following Heads of Arrangement were some time since submitted to and received the Sanction of General Meetings specially convened of the Shareholders of the *Carlisle* Company and the Company respectively; that is to say,

First. The Two Lines to be amalgamated on the Principle of each Company receiving a Proportion of the net Receipts, and out of such Proportion paying the Interest on their Debts, &c., and special Charges, and the Dividend on their Share Capital:

Second. All Engines, Carriages, and other Rolling Stock, and all Stations, Railways, Docks, and other Works belonging to or in possession of either of the Companies to become the Property of the united Company, subject to existing Agreements, Leases, &c.:

Third. Subject to the following Provisions and Stipulations, the *Carlisle* Share of the joint net Receipts to be Ten *per Cent.* and the *North-eastern* Share Ninety *per Cent.* thereof:

Fourth. The gross Receipts of the Two Lines to be charged with the Working Expenses, Wayleave Rents, Passenger Duty, Rates, and Taxes, Permanent Way Renewal Fund, and also the Proportions of Traffic due under the Agreements to the *Malton and Driffield* and *Thirsk and Malton* Lines, and the Balance then remaining to be divided according to the Third Clause:

Fifth. The *Carlisle* Section to be charged with One Tenth Part of the Interest or Dividend on the Amount expended on the *Jarrow* (now called *Tyne*) Docks, *Dearness Valley*, *Bedale and Leyburn*, and *North Yorkshire and Cleveland* Railways, and all the other Capital which may be expended for joint Purposes after the First Day of *January* One thousand eight hundred and fifty-nine, all such Expenditure and the entire Cost of the above Lines and Works to be transferred to joint Account:

Sixth. Out of the Proportion of Ten *per Cent.* the *Carlisle* Section to be charged with One Tenth of the Interest agreed to be allowed on the Amalgamation of the *Berwick*, *York*, and *Leeds* Lines, in respect of the Expenditure on the *Auckland* (Seven thousand five hundred Pounds a Year), *Pensher* (Four thousand two hundred and fifty Pounds), *Thirsk and Malton* (One thousand Pounds), and *Victoria Dock* Branches (One thousand seven hundred and fifty Pounds), amounting in the aggregate to Fourteen thousand five hundred Pounds *per Annum*:

Seventh. After the passing of the Act of Parliament the Mortgages, &c. of the separate Lines to become the Mortgages, &c. of the joint Company, each Section of Proprietors to be charged with Interest at the average Rate paid by the united Company on the Amount of Capital not provided by Shares:

Eighth. Each Company to pay and receive the Amounts owing by and to them respectively, and provide out of their own Revenue for all bad Debts or other Charges to the Thirty-first Day of *December* One thousand eight hundred and fifty-eight, and neither Company to be affected either in Principal or Interest by the unsettled Balances of the other Company:

Ninth. The *North-eastern* Company's Contingency Fund and Permanent Way Renewal Fund and the *Carlisle* Company's Reserve Fund to be transferred to and become the Reserve Fund of and belong to the united Company:

Tenth. Stores on hand on the First Day of *January* One thousand eight hundred and fifty-nine to be taken by the joint Company at the Amount such Stores stand at in the Books of each Company, provided such Sum be found fairly to represent the Value thereof actually and comparatively, if not, according to Survey and at current Prices:

Eleventh. Old Materials (exclusive of Rails) on hand, and which the Companies would have sold in ordinary Course had they remained separate, to be sold for the Benefit of or their Value credited to the separate Account of the Company to which they belonged; old Rails to be collected and disposed of as may hereafter be decided, and the Value of the Stock on hand respectively on the First Day of *January* One thousand eight hundred and fifty-nine secured to each Company when the same shall be sold or otherwise disposed of:

Twelfth. House and Land Property belonging to each of the Companies, not required for present or probable future Railway Purposes, to remain separate Property; the Proceeds of Sale and the Rents of such Property to be credited accordingly:

Thirteenth. Each Company to have the exclusive Benefit of any financial Arrangements connected with its own Share Capital:

Fourteenth. Shares held by either of the Companies in other Concerns to be separate Property:

Fifteenth. Any Sum which may be hereafter paid for the Enfranchisement of Wayleave or Leasehold Property to be joint Capital:

Sixteenth. An Act for the Amalgamation of the Two Lines to be applied for in the next Session of Parliament after the Sanction of the Shareholders shall have been obtained; such Application, if needful, to be renewed in future Sessions until the necessary Powers shall be obtained to enable the Companies to carry out substantially the Agreement hereby entered into; the Cost of the Application or Applications to Parliament to be charged to joint Revenue:

Seventeenth. Sundry Pieces of Land at *Newcastle*, belonging to the *Carlisle* Company, shown on a Tracing submitted to the *North-eastern* Company, and not required for Railway Purposes, to remain the separate Property of the *Carlisle* Company:

Eighteenth. Two Members of the *Carlisle* Board to have Seats at the Board of the united Company upon the Amalgamation Bill being obtained:

And whereas the Railways of the Company and of the *Carlisle* Company are connected together at *Newcastle-upon-Tyne* and *Redheugh* in the County of *Durham*, and it will conduce to the public Advantage and to the convenient and economical Working of those Railways that they should be united, and it is expedient that, subject to the Provisions of this Act, those Heads of Arrangement be confirmed, and the Undertaking, Railways, and Property of the *Carlisle* Company be amalgamated with the Undertaking, Railways, and Property of the Company, and the *Carlisle* Company be dissolved, and their Powers, Rights, Duties, and Obligations be transferred to the Company: And whereas it is expedient, and will tend to the better Accommodation of the Public, that the Company be authorized to use the *Citadel* Station at *Carlisle*, and the several Lines of Railway forming the Approaches from the *Newcastle and Carlisle* Railway to that Station, and the several Buildings, Works, and Conveniences of and connected with that Station and those Lines of Railway, to the Extent and in manner herein-after mentioned or provided for, subject to and in consideration and on the Terms of the Agreement set forth in Schedule (A.) to this Act annexed: And whereas it is expedient that Provisions be made for the entering into and carrying into effect for the Purposes of this Act of future Contracts and Arrangements with respect to the *Citadel* Station, and those Lines of Railway, Buildings, Works, and Conveniences, and the Traffic thereon and thereat, and the

Receipts and Expenditure in respect of the same: And whereas it is expedient that such further Provisions as by this Act are made be made with respect to the Company: 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; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*North-eastern* and *Carlisle* Railways Amalgamation Act, 1862."

Dissolution of Carlisle Company and vesting of their Undertaking in Company.

2. The *Carlisle* Company are by this Act dissolved, and their Undertaking, and all the Railways, Buildings, Lands, Easements, Works, Conveniences, Property, and Effects whatsoever of or to which the *Carlisle* Company were immediately before the passing of this Act seised, possessed, or entitled at Law or in Equity, and the Benefit of all Contracts, Agreements, and Proceedings in any way relating thereto, and to which if this Act were not passed the *Carlisle* Company would be entitled, and all the Estate, Right, Title, Interest, Powers, Privileges, Authorities, Immunities, and Indemnities whatsoever in, over, or with respect to those Premises respectively, or any other Railway, Works, Property, or Effects, or otherwise howsoever, of or to which the *Carlisle* Company immediately before the passing of this Act were seised, possessed, or entitled at Law or in Equity, are by this Act vested in and shall belong to, and may be held, maintained, used, exercised, and enjoyed by, the *North-eastern* Railway Company (in this Act called "the Company") as fully and effectually as immediately before the passing of this Act they respectively were vested in and belonged to, and might be held, maintained, used, and exercised by, the *Carlisle* Company, but subject to all now existing Debts, Liabilities, Engagements, and Obligations affecting the same respectively, and to the Payment or Discharge, Performance or Observance, thereof by the Company.

Monies, &c. of Carlisle Company vested in Company.

3. All the Monies, Choses in Action, Goods, Chattels, Shares, Bonds, Securities, Deeds, Maps, Plans, Registers, Books, Writings, and other Personal Estate and Effects of or to which the *Carlisle* Company were immediately before the passing of this Act possessed or entitled, at Law or in Equity, are by this Act vested in and shall belong to the Company for their absolute Use and Benefit.

Dissolution and vesting subject to Heads of Arrangement.

4. Provided always, That the Dissolution of the *Carlisle* Company, and the vesting of their Undertaking, Railway, Property, and Effects in the Company, shall be subject and without Prejudice to the several Provisions of this Act for giving effect to the recited Heads of Arrangement.

5. Except

Company to represent Carlisle Company.

5. Except as is by this Act otherwise expressly provided, the Company, with respect to the Undertaking, Railway, Property, and Effects of the *Carlisle* Company by this Act vested in the Company, shall to all Intents represent the *Carlisle* Company, as if the *Carlisle* Company and the Company had originally been and had continued without Intermission to be one and the same Body.

Powers of Carlisle Company under Acts to be exercised by Company.

6. Subject to the Provisions of this Act, and except only as is by this Act otherwise expressly provided, all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained and expressed in the *Carlisle* Acts, or any of those Acts, and immediately before the passing of this Act in force, and exerciseable by or binding on or vested in the *Carlisle* Company, shall, with respect to the Undertaking, Railway, Property, and Effects of the *Carlisle* Company by this Act vested in the Company, and all such Works, Matters, and Things as have been or might be made or done thereunder by the *Carlisle* Company if this Act were not passed, be vested in, and exercised, executed, done, performed, and observed by, and be applied and applicable to the Company, their Directors, Officers, Agents, and Servants, in every respect, and as fully and effectually to all Intents and Purposes, as if the Name of the Company were in every Case inserted in the *Carlisle* Acts respectively instead of the Name of the *Carlisle* Company.

Company to perform Duties of Carlisle Company.

7. The Company shall, in respect and to the Extent of the Undertaking, Railway, Property, and Effects of the *Carlisle* Company by this Act vested in the Company, but subject to the Provisions of this Act, be subject to and perform, conform, and be liable to all Contracts, Agreements, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Premises so vested to which the *Carlisle* Company if this Act were not passed would be subject or liable.

General Saving of Rights under Acts.

8. Notwithstanding the Dissolution of the *Carlisle* Company, and the vesting of their Undertaking, Railway, Property, and Effects in the Company, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the recited Acts or any of them, or by the *Carlisle* Company, shall be as valid as if this Act were not passed; and this Act and the Operation thereof shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if this Act were not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done and suffered respectively by or with respect to the *Carlisle* Company, and all Rights,

Liabilities,

Liabilities, Claims, and Demands affecting the *Carlisle* Company, the Company shall to all Intents represent the *Carlisle* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Provisions of other Acts continued.

9. Notwithstanding the Dissolution and vesting, and except as is by this Act otherwise expressly provided, all the Provisions of any and every Act of Parliament relating to the *Carlisle* Company and their Officers and Servants respectively, and immediately before the passing of this Act in force, shall be of the like Force as if the Dissolution and vesting had not happened, and may be exercised, enforced, and enjoyed by and against the Company, and their Officers and Servants respectively, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the *Carlisle* Company, and their Officers and Servants respectively, if this Act were not passed.

Provisions of Acts relating only to Carlisle Railway not to apply to Company's Railways, and vice versâ.

10. Notwithstanding the Dissolution and vesting, and except only as is by this Act expressly provided, none of the Provisions of the *Carlisle* Acts which if this Act were not passed would apply exclusively to the Railways of the *Carlisle* Company or any Part thereof, or to the *Carlisle* Company in respect of the same, shall apply to the Railways of the Company or any Part thereof, or to the Company in respect of the same; and none of the Provisions of the recited Acts relating to the Company, or of any other Act relating to them, which if this Act were not passed would apply exclusively to the Railways of the Company or any Part thereof, or to the Company in respect of the same, shall apply to the Railways of the *Carlisle* Company, or to the Company in respect of the same.

Contracts, &c. preserved.

11. Notwithstanding the Dissolution and vesting, all Purchases, Sales, Conveyances, Securities, and Contracts before the passing of this Act made under any of the *Carlisle* Acts, or with reference to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Company as if the same had been made by, to, or with respect to the Company instead of the *Carlisle* Company, and may be proceeded on and enforced in like Manner to all Intents as if the Company had been party or privy thereto or referred to therein, instead of the Party actually party or privy thereto or referred to therein.

Actions not to abate, &c.

12. Notwithstanding the Dissolution and vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Carlisle* Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the Company in the same Manner to all Intents as the same might continue and take

effect in favour of and against the *Carlisle* Company if this Act were not passed, save only that the Company shall be substituted therein for the *Carlisle* Company.

Tolls, &c. to be paid.

13. Notwithstanding the Dissolution and vesting, all Tolls, Rates, Dues, or Duties immediately before the passing of this Act due and payable or accruing to the *Carlisle* Company shall be payable to and may be collected and recovered by the Company in like Manner as any Tolls, Rates, Dues, or Duties recoverable under this Act.

Debts to be paid.

14. Notwithstanding the Dissolution and vesting, all Persons who immediately before the passing of this Act owed any Money to the *Carlisle* Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company; and all Monies which immediately before the passing of this Act were owing by or recoverable from the *Carlisle* Company, on Mortgage or Bond or otherwise howsoever, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Creditors, &c. of Carlisle Company not to be affected.

15. Provided always, That nothing in this Act contained shall give to any Person claiming the Benefit of any Mortgage, Bond, Security, or Contract of the *Carlisle* Company any Priority or Security to which he would not be entitled if this Act were not passed, or prejudice or affect any of his Rights in that Behalf.

Deposited Plans, &c. to remain with Clerks of Peace.

16. Notwithstanding the Dissolution and vesting, all Plans and Books of Reference, and all Corrections and Certificates of Corrections thereof respectively, deposited for the Purposes of any of the *Carlisle* Acts with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Money paid into Bank, &c. to be applied accordingly by Company.

17. Notwithstanding the Dissolution and vesting, in every Case in which under any of the *Carlisle* Acts any Money was before the passing of this Act paid into the Bank of *England* or to any Trustee or Trustees as Purchase or Compensation Money or on any Account, the Money or the Stocks, Funds, or Securities in or upon which the Money is from Time to Time by the Order of the Court of Chancery or the Court of Exchequer or otherwise invested, and the Interest, Dividends, and annual Produce thereof, shall after the passing of this Act be applied and disposed of pursuant to the respective recited Act: Provided always, that the Obligations of the *Carlisle* Company under the respective recited Act with

with respect to the Money, Stocks, Funds, and Securities shall after the passing of this Act be performed and observed by the Company.

Certificates, &c. of Shares to remain.

18. Notwithstanding the Dissolution and vesting, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the *Carlisle* Acts or any of them of or with respect to any Shares or Stock shall, for the Purposes of this Act, remain in full Force and continue and be available in all respects.

Subscriptions for Shares to be paid.

19. Notwithstanding the Dissolution and vesting, the several Persons who immediately before the passing of this Act were Shareholders of the *Carlisle* Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount of their respective Shares, or so much thereof as from Time to Time is not paid, with all Interest due or to accrue thereon, to the Company, when and as the same shall be called up or otherwise demanded by the Company.

Byelaws continued.

20. Notwithstanding the Dissolution and vesting, all Byelaws of the *Carlisle* Company made before the passing of this Act and now in force shall for the Purposes of this Act (but not longer than Six Months, and only until repealed, altered, or re-enacted or made under this Act) continue of full Force as if this Act were not passed, and the Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Resolutions, &c. continued.

21. Notwithstanding the Dissolution and vesting, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the passing of this Act were binding on the *Carlisle* Company, or their Directors, Officers, or Servants, or any of them, shall continue in full Force, and be in like Manner binding on the Company, and their Directors, Officers, and Servants accordingly.

Books, &c. continued Evidence.

22. Notwithstanding the Dissolution and vesting, all Documents, Books, and Writings by any of the *Carlisle* Acts directed or authorized to be kept, and which if the Dissolution and vesting had not happened would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers continued.

23. Notwithstanding the Dissolution and vesting, every Officer and Servant appointed by virtue of or acting under any of the *Carlisle* Acts shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from the Office and Employment, and he shall have the like Power and Authority for the Purposes of the several Acts from Time to Time relating to the Company, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

24. From

Increase of Number of Directors of Company.

24. From and after the passing of this Act the Number of the Directors of the Company shall be increased from Sixteen to Eighteen, and *John Fogg Elliot* and *William Dunn*, Two of the present Directors of the *Carlisle* Company, shall under this Act be Two of the Directors of the Company: Provided always, that this Act shall not prejudice the Power of the Company to vary the Number of Directors of the Company elected by the Shareholders.

Rotation of additional Directors.

25. One of the Two Directors of the *Carlisle* Company added to the Directors of the Company shall retire from Office at the First Ordinary Meeting of the Company in the Year One thousand eight hundred and sixty-four, and the other of them at the First Ordinary Meeting of the Company in the Year One thousand eight hundred and sixty-five, and they shall determine by Agreement between themselves, or failing Agreement by Lot, which of them shall first retire, and each Director so retiring shall be eligible for Re-election by the Shareholders of the Company.

Carlisle Capital added to Capital of Company.

26. On and after the passing of this Act the authorized Capital of the *Carlisle* Company, amounting to One million four hundred and sixty thousand Pounds, shall be added to and form Part of the Capital of the Company, and shall be called the *Carlisle* Capital Stock, and be represented and distinguished in the Books of the Company by One hundred and fifty thousand Pounds of Four Pounds *per Centum per Annum* preferential Stock, with the prospective Benefits herein-after mentioned, and to be called *Carlisle* Four *per Cent.* preferential Stock, by One hundred and fifty-five thousand Pounds of Four Pounds Ten Shillings *per Centum per Annum* preferential Stock, to be called *Carlisle* Four and a Half *per Cent.* preferential Stock, and by One million one hundred and fifty-five thousand Pounds ordinary Stock, to be called *Carlisle* ordinary Stock.

Carlisle preferential Shareholders to be Holders of like preferential Stocks of Company.

27. The several Persons who immediately before the passing of this Act were the registered Holders of Shares in the One hundred and fifty thousand Pounds *Carlisle* Four *per Cents.* and in the One hundred and fifty-five thousand Pounds *Carlisle* Four and a Half *per Cents.* respectively shall on the passing of this Act respectively become and be the Owners of an equal Amount in nominal Value of the *Carlisle* Four *per Cent.* preferential Stock and of the *Carlisle* Four and a Half *per Cent.* preferential Stock, as the Case may be, and they are in this Act called "The *Carlisle* Preferential Shareholders," and they shall accordingly be entitled to have the Certificates of their Shares in the *Carlisle* Four *per Cents.* and *Carlisle* Four and a Half *per Cents.* respectively exchanged for Certificates of an equal Amount of the *Carlisle* Four *per Cent.* preferential Stock and of the *Carlisle* Four and a Half *per Cent.* preferential Stock respectively in the Company, and shall be registered as Shareholders of the

the Company accordingly, and shall accordingly be entitled to Votes, Qualifications, and other Privileges.

Ordinary Shareholders of Carlisle Company to be Holders of Carlisle ordinary Stock of Company.

28. The several Persons who immediately before the passing of this Act were the registered Holders of the Shares in the One million one hundred and fifty-five thousand Pounds *Carlisle* ordinary Capital shall on the passing of this Act become and be the Owners of an equal Amount in nominal Value of the *Carlisle* ordinary Stock in the Company, and they are in this Act called "The *Carlisle* ordinary Shareholders," and they shall be entitled to have the Certificates of their Shares of the *Carlisle* ordinary Capital exchanged for Certificates of an equal Amount of the *Carlisle* ordinary Stock, and shall be registered as Shareholders of the Company accordingly, and shall accordingly be entitled to Votes, Qualifications, and other Privileges.

Debenture Debt of Carlisle Company added to Debenture Debt of Company, and borrowing Power of Company defined.

29. On and after the passing of this Act the Mortgage and Bond Debt of the *Carlisle* Company shall be added to and form Part of the Mortgage and Bond Debt of the Company, and the Powers of the Company for borrowing and reborrowing may from Time to Time be exercised so as to include the borrowing and reborrowing as Part of their general Debenture Debt of the Five hundred and forty thousand Pounds which the *Carlisle* Company are now authorized to borrow, and the Company may redeem the same or any Part thereof by the Creation and Issue of Debenture Stock of the Company: Provided always, that the total Amount which the Company may borrow and reborrow (exclusive of any Monies which they may borrow under any other Act of the present Session) shall be the Sum of Seven millions two hundred and nine thousand Pounds, less the Amount from Time to Time of their Debenture Stock; provided also, that this Act shall not prejudice the Right of the Company, in accordance with Section XVIII. of the Capital Act, to raise the Three hundred thousand Pounds therein referred to by borrowing instead of by the Creation of Stock; provided also, that the Company may raise by Shares instead of by borrowing the Seventy-five thousand Pounds by the *Carlisle* Act of 1854 authorized to be raised either by Shares or by borrowing, and those Shares may be created and issued by the Company as Part of their unissued Share Capital, and raised as such under the Capital Act.

Priority for existing Mortgages.

30. Provided always, That all Mortgages granted by the Company, and in force at the passing of this Act, shall during the Continuance thereof have Priority over all Mortgages granted under this Act: Provided also, that as between the present Mortgagees of the Company and the present Mortgagees of the *Carlisle* Company, or as between those respective Mortgagees *inter se*, this Act shall not confer on any of them any Preference or Priority over any other of them, nor prejudice or affect any existing Rights of such respective Mortgagees.

Joint and separate Capital, Revenue, and other Accounts to be kept.

31. The Company shall keep separate and distinct Accounts of all Monies raised and expended for their joint Capital Purposes, and of all Monies received and expended on their joint Revenue Account, and also a joint Loan and joint Interest Account, to which respective Accounts shall be debited or credited, as the Case may be, all Monies properly due to or chargeable against those Accounts respectively, and they shall also keep separate and distinct Accounts of all Monies raised and expended for the separate Capital Purposes of the respective Undertakings of the Company and of the *Carlisle* Company which are not undertaken on joint Account, and of all Monies received and expended on their separate Revenue Accounts, to which Accounts respectively shall be debited or credited, as the Case may be, all Monies properly due to or chargeable against those Accounts respectively; and all such Accounts shall be kept on the Principle of the like Accounts at present kept by the Company in reference to the joint and separate Affairs of their existing Classes of Shareholders; and the respective Accounts shall, so far as may be, be carried back to and commence from the First Day of *January* One thousand eight hundred and fifty-nine; and to the joint Capital Expenditure Account shall be debited the Amount already or hereafter expended by the Company on or in respect of the *Tyne* Docks, the *Dearness Valley* Railway, the *Bedale and Leyburn* Railway, the *North Yorkshire and Cleveland* Railway, and all other Expenditure on joint Capital Account on or in respect of the Undertakings, Railways, Works, and Property of the Company which are not to be treated in account as Part of the separate Undertakings of the Company and the *Carlisle* Company respectively.

Deductions from total Revenue of Company.

32. From and after the passing of this Act the total Receipts of the Company from all Sources on account of Revenue shall (but so as not to affect any Rights of the existing Mortgagees or Holders of Preference Shares of the Company or the *Carlisle* Company) be liable to make good, and there shall from Time to Time be deducted thereout, the Expenditure of the Company for the following Purposes; (that is to say,)

The Working and Management of the Company and their Undertaking, Railways, Property, and Effects:

All Rents reserved by any Lease or Contract, Wayleave Rents, and like Payments from Time to Time payable by the Company:

The Duty from Time to Time payable by the Company to Her Majesty in respect of Passengers:

All other Taxes, Rates, County, Parochial, and other Assessments, and public and local Impositions and Burdens whatsoever:

The keeping up of the Permanent Way Renewal Fund of the Company which they from Time to Time determine to keep up, and any Contingency Fund of the Company:

The Proportions of the Traffic Receipts of the Company from Time to Time payable by the Company to the separate Revenue Account of the

the Holders of the *Malton* Capital Stock under the Provisions of the Amalgamation Act in that Behalf, and to the Holders of the *Thirsk and Malton* Shares or Stock in the *Berwick* Capital Stock, in pursuance of the Agreement under which those Shares were issued:

The Interest or Dividend of all Monies expended and from Time to Time owing on joint Capital Account:

Provided always, that the Rents and other Revenues of the Company which, according to the Heads of Arrangement, are to belong to the separate Revenue Accounts of the *Carlisle* Shareholders of the Company and of the other Classes of Shareholders of the Company, in this Act called the present *North-eastern* Shareholders, shall, as between those Two Classes or Bodies of Shareholders, be credited to their respective separate Revenue Accounts according to those Heads of Arrangement, and dealt with and appropriated accordingly.

Net Balance of joint Revenue to be divided into 90*l.* per Centum thereof, and 10*l.* per Centum thereof half-yearly.

33. From and after the passing of this Act, and subject to those Deductions and Appropriations, the Balance of those total Receipts shall be divided into Two Portions, one being Ninety Pounds *per Centum* of that Balance, and the other being the remaining Ten Pounds *per Centum* thereof, and that Balance shall be so ascertained up to the Thirtieth Day of *June* and the Thirty-first Day of *December* in every Year, and shall be divided accordingly; and the Amount of those total Receipts, and the Deductions and Appropriations so made thereout, and the Amount of the Balance, and the Division thereof accordingly, shall be shown by the half-yearly Accounts of the Company.

The 90*l.* per Centum of Balance to belong to the present North-eastern Shareholders.

34. The Ninety Pounds *per Centum* of the Balance, and the Rents and other separate Revenues of the present *North-eastern* Shareholders of the Company, and the Allowances to them in this Act mentioned, shall be dealt with and applied by the Company as the Receipts of the Company from like Sources would be dealt with and applied if this Act were not passed.

Deductions from 10*l.* per Centum of Balance.

35. The Ten Pounds *per Centum* of the Balance shall be applied by the Company as follows; that is to say,

In Payment to the joint Revenue Account of the present *North-eastern* Shareholders of the yearly Sum of One thousand four hundred and fifty Pounds, being One Tenth Part of the yearly Sum of Fourteen thousand five hundred Pounds, the aggregate Amount of the Interest which, in pursuance of the Amalgamation Act and the Agreement for Amalgamation thereby confirmed, is allowed in respect of the Expenditure on the *Auckland*, the *Pensher*, the *Thirsk and Malton*, and the *Victoria Dock* Branch Railways respectively:

In Payment to the joint Interest Account of the Company of Interest on the Amount from Time to Time of the Debts and Liabilities of the *Carlisle* Company and its Class of Shareholders in the Company, such

such Interest being calculated according to the average Rate of the Interest or Dividend from Time to Time payable by the Company on or in respect of their joint Loan Account, and brought into their joint Interest Account.

Application of Residue of 10*l.* per Centum of Balance amongst the Carlisle Shareholders.

36. Subject to those Deductions, the Residue of the Ten Pounds *per Centum* of the Balance and the Rents and other separate Revenues of the *Carlisle* Shareholders of the Company shall be applied by the Company as follows; (that is to say,)

First, in Payment, by equal half-yearly Payments to fall due on and to be paid within Seventy Days after the First Day of *January* and the First Day of *July* in every Year, of a preferential Dividend after the Rate of Four Pounds *per Centum per Annum* to and among the Holders of the *Carlisle* Four *per Cent.* preferential Stock, rateably in proportion to their respective Interests therein:

And subject to the Payment thereof,

Secondly, in Payment, by equal half-yearly Payments to fall due on and to be paid within Seventy Days after the First Day of *January* and the First Day of *July* in every Year, of a perpetual, fixed, preferential Dividend after the Rate of Four Pounds Ten Shillings *per Centum per Annum* to and amongst the Holders of the *Carlisle* Four and a Half *per Cent.* preferential Stock, rateably in proportion to their respective Interests therein:

And subject to the Payment thereof,

Thirdly, in Payment to and among the several Holders of the *Carlisle* ordinary Stock, rateably in proportion to their respective Interests therein, of such Dividend thereon, not exceeding the Rate of Four Pounds *per Centum per Annum*, as is from Time to Time fixed by the Half-yearly General Meetings of the Company:

Fourthly, after Payment of a Dividend at the Rate of Four Pounds *per Centum per Annum* to the several Holders of *Carlisle* ordinary Stock, in Payment to and amongst those Holders and the Holders of the *Carlisle* Four *per Cent.* preferential Stock, rateably in proportion to their respective Interests in such Stocks, of such further Dividend as is from Time to Time fixed by the Half-yearly General Meetings of the Company.

Heads of Arrangement to be carried into effect.

37. Subject to the Provisions of this Act, the Company shall carry into effect the Fifth and the Eighth to the Fifteenth (both inclusive) and the Seventeenth of the recited Heads of Arrangement by this Act confirmed; and for the Purposes of those Heads respectively, and so far as the pecuniary Interests of the several Classes of Shareholders of the Company are concerned, the *Carlisle* preferential Shareholders and the *Carlisle* ordinary Shareholders shall be regarded as if they were the *Carlisle* Company, and all the other Shareholders of the Company shall be regarded as if they were the *North-eastern* Company as existing prior to the passing of this Act.

38. As

Application of Monies received on account of the separate Capital or Revenue Accounts of the Two Companies.

38. As from the First Day of *January* One thousand eight hundred and fifty-nine inclusive, all Monies, and the Value or Proceeds of all Property and Effects which according to those Heads of Arrangement would belong to or be applicable for the Benefit of the *North-eastern* Company as existing prior to the passing of this Act, or of the *Carlisle* Company respectively, as Capital or Revenue, as the Case may be, shall be applied respectively in or towards Payment, Satisfaction, or Discharge of the Debts, Liabilities, and Engagements on Capital or Revenue Account, as the Case may be, of the Two Companies respectively, according to whichever of the Two Companies are under the Terms of those Heads of Arrangement entitled to be credited with those Capital or Revenue Monies or Proceeds respectively, and the Surplus, if any, of those Revenue Monies or Proceeds shall be appropriated to the Class of Shareholders entitled thereto.

Accounts between the Two Companies from 1st Jan. 1859.

39. As from the First Day of *January* One thousand eight hundred and fifty-nine inclusive, the Accounts of the Company and the *Carlisle* Company respectively shall be kept, and forthwith after the passing of this Act the same shall be settled as between themselves in like Manner in all respects as if that Day had been the Day on which the Amalgamation of the Undertaking, Railways, Property, and Effects of the *Carlisle* Company with the Undertaking, Railways, Property, and Effects of the Company, and the several Provisions of this Act with respect to the Amalgamation, and the Incidents and Consequences thereof, had respectively taken effect.

Power to use Citadel Station.

40. The Company may use for the Purposes of their Traffic the joint Station at *Carlisle* known as the *Citadel* Station, and the Rails, Sidings, Booking Offices, and other Buildings, Works, and Conveniences thereat or connected therewith, and the Railways lying between that Station and the Railway of the *Carlisle* Company, hereafter in this Act called the *Citadel* Station and Premises, upon Payment of such Rent or other Remuneration, and upon the Terms and Conditions, contained in the Agreement set forth in Schedule (A.) to this Act annexed.

Agreements between Company and Companies owning the Citadel Station.

41. The Company and the Company or Companies owning the *Citadel* Station and Premises, and with respect to each of those Companies, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the respective Company specially convened for the Purpose, from Time to Time hereafter may make and carry into effect all such Contracts and Arrangements with respect to the Purposes in that Behalf by this Act authorized as the Companies, Parties to such Contract or Arrangement, think fit, and the Purposes for which any such Contracts and Arrangements may be made comprise the following, and all incidental Matters; (that is to say,)

that in case the said Earl shall be at any Time desirous of changing his Nominee, the free Pass then in use by his previous Nominee shall be delivered up to the Company to be cancelled on Application being made for a free Pass for such other Nominee.

Regulations as to Traffic on Carlisle Railway.

48. With reference to all Descriptions of Traffic sent or required to be sent *viâ* the *Newcastle and Carlisle* Railway (herein called the *Carlisle* Railway), be it enacted as follows:

Where the *Carlisle* Railway or any Portion thereof, with or without any other Portion of the Railway of the *North-eastern* Railway Company, shall together with any Railway or Railways of any other Company or Companies form a Route between any Station on the *North-eastern* Railway or on the *Carlisle* Railway and any Station or Town on any other Railway, or between any Stations or Towns on any other Railways, which Route is herein-after called the *Carlisle* Railway Route, and the Company shall have agreed to quote or accept a Through Rate for Traffic (which Rate shall be then in force) between any such Stations or Towns by any Route whatever, the Company shall (on the Application of any Company desiring to forward similar Traffic between any such Stations or Towns by the *Carlisle* Railway Route, and on all other Companies, if any, owning any Part of that Route agreeing thereto and to a fair Division of the Rate) be bound to quote or accept the same Through Rate by that Route for similar Traffic between such Stations or Towns; and if in any Case no Through Rate for any Description of Traffic by any Route whatever be then in force between any such Stations or Towns as aforesaid, the Company shall, on Application of any Company desiring to forward such Traffic by the *Carlisle* Railway Route, be bound to quote a reasonable Through Rate for such Traffic by that Route (all other Companies, if any, owning any Part of that Route agreeing thereto and to a fair Division of the Rate), and the Amount of every such Through Rate as aforesaid shall be settled either by Agreement, or, in case of Difference, by Reference, and unless otherwise expressly agreed or determined, by Arbitration, such Through Rate and the Receipts therefrom shall be divided amongst the Companies over whose Lines the Traffic shall pass, in accordance with the Regulations of the Railway Clearing House for the Time being in force for "Divisions of Receipts," the Government Duty on Passengers, and all Terminal and Station Charges as settled by Agreement, or, where not so settled, as determined by the then existing Regulations of the Railway Clearing House, being first deducted and paid or allowed to the Company entitled thereto accordingly:

The Company shall, as far as reasonably practicable, give equal Facilities to all Companies as regards Through Booking, Through Tickets and Invoices, and Through Trains (conveniently timed and arranged

arranged so far as reasonably can be), and also as regards the passing on of Carriages and Waggons without Change over and by the *Carlisle* Railway Route, and where any Traffic from any Station of the Company, including the Stations on the *Carlisle* Railway, or from Stations beyond the Lines of the Company, is consigned by any particular Railway Route from *Carlisle*, the Company shall be bound to hand over with all Despatch the said Traffic to the Railway Company at *Carlisle* by whose Route it is so consigned:

Any Company may for the Purpose of forwarding Traffic by the *Carlisle* Railway Route, at their own Cost, employ their own Clerks to book Passengers at any of the Passenger Stations of the Company, including the Stations on the *Carlisle* Railway (such Clerks nevertheless to be under and subject to the Regulations of the Company, and to be subject to Removal by the Company in case of continued or wilful Breach of the same), and any Company may also employ for the above Purpose at all or any of the Stations of the Company, including the Stations on the *Carlisle* Railway or at the Towns or Places where such Stations are situate, such Clerks or Agents as they think proper to collect, deliver, and cart Traffic intended to be or which has been carried or sent in accordance with these Provisions by the *Carlisle* Railway Route, and for the Purpose of such carting and delivering such Clerks or Agents may enter and use any Station of the Company, subject to the Regulations of the Company for the Time being in force thereat:

When the Rate for any Traffic by the *Carlisle* Railway Route includes Cartage, the Company shall for the Carting Services performed at any of their Stations, including the Stations on the *Carlisle* Railway in reference to such Traffic by the Agent of another Company, allow to such other Company out of the Rate for such Traffic an Amount not exceeding the actual Cost for the Time being of the Cartage at that Station performed by the Company or their Agents:

The usual Traffic Returns to the Railway Clearing House, the making out of Invoices, and checking the Weights and Classes of Traffic, shall be done with all proper Despatch by the Company at the Station at which such Traffic shall be received or for which it shall be destined, as the Case may be, and every reasonable Facility shall be given by the Company for checking the same, and for the speedy Transmission and Receipt at the Place of Destination of such Invoices, irrespective of the Route by which such Traffic shall be sent:

Provided always, that notwithstanding anything herein-before contained, if it shall at any Time or from Time to Time appear to the Company that the *Carlisle* Railway Route is, as compared with any other Route, an unreasonably circuitous or inconvenient Route for the Transmission of Traffic between any Stations and Towns, and the Company shall therefore object to that Route being used for

such Traffic, and give Notice thereof to the Company claiming to use the same under the Provisions of this Act, it shall be referred to Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," to determine between them whether the Route so objected to would be or is unreasonable; and if the Arbitrator or Umpire shall decide that such Route would be or is unreasonable, the Company shall not be bound to quote or accept a Through Rate or to give such Facilities as by this Act otherwise provided for Traffic between those Stations or Towns by that Route; and if any Difference shall occur as to any other Matter arising out of or consequent on the Clauses or Enactments in this Act contained with reference to Traffic *viâ* the *Carlisle* Railway Route, every such Difference shall be referred to Arbitration in like Manner, and the Decision of the Arbitrator or Umpire, as the Case may be, in every such Reference shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitration shall be borne and paid as such Arbitrator or Umpire shall direct:

In case the Company refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, they shall forfeit and pay to such Person or Company as the Arbitrator or Umpire, as the Case may be, shall by his Award determine or name to be entitled thereto, any Sum to be fixed by such Award, but not exceeding Fifty Pounds for every such Refusal or Neglect, and any Sum to be fixed by such Award, but not exceeding Twenty Pounds, for every Day during which such Refusal or Neglect shall continue:

In the event of any Arbitrator deciding that the Company are not, as regards any other Company or its Traffic, duly affording the Facilities or carrying out the Provisions in this Act granted and contained with reference to Traffic *viâ* the *Carlisle* Railway Route, in accordance with the full Spirit and Intention of those Provisions respectively, the Company shall thenceforth permit such other Company, for the Purpose of carrying on its Traffic *viâ* the *Carlisle* Railway Route, to run with their Engines and Carriages of every Description over the *Carlisle* Railway, or any Part thereof, and to use the Stations, Watering Places, Water, Sidings, and all other necessary Accommodation of the Company in connexion therewith on Payment of 75 *per Cent.* of the gross Receipts (after deducting Government Duty, and the usual Clearing House Station to Station or carted Terminals) thereby earned by such other Company in respect of the Distance traversed by their Trains so running over the *Carlisle* Railway, but no Traffic other than that coming from or going to the Line of such other Company shall be carried by any such Train:

Provided always, that no Railway Company shall be entitled to avail themselves

for the User of and for like Services so rendered at any of the intermediate Stations.

5thly. The entire Control and Management of the several Stations at which the North British Company are to be accommodated, and the Clerks, Porters, and other Servants thereat, shall remain exclusively with the Company, but shall not be exercised so as to limit in any Degree the full Enjoyment by the North British Company of the Privileges at and in connexion with those Stations to which under this Agreement, or under the North British and Border Counties Amalgamation Act, 1860, or under any Agreement between the Company and the North British Company from Time to Time in force, the North British Company shall be entitled.

6thly. The Company shall provide for the North British Company at the Company's Goods Station at Gateshead, and at the Newcastle and Carlisle Goods Station at Newcastle, and at the Goods Stations at Redheugh and Hexham, and at all the Goods Stations intermediate between Newcastle and Redheugh and Newcastle and Hexham, proper and sufficient Warehouse and other Accommodation, including Facilities for shipping and unshipping, and including the Services of Clerks, Porters, and other Servants of the Company, for all Goods Traffic having been or intended to be carried by the North British Company, on Payment of such Tolls, Rates, or Dues as shall be agreed upon by and between the said Companies, or, failing Agreement, as shall be fixed by Arbitration in manner herein-after provided.

7thly. The North British Company shall have the Right to employ at those Goods Stations respectively their own Agents, Clerks, Porters, and other Servants in and about the invoicing, collecting, and delivering of all Goods Traffic having been or intended to be carried by the North British Trains, and in the event of their so doing, the Company shall provide thereat proper and sufficient Accommodation for the Agents, Clerks, Porters, and other Servants so employed, and the North British Company shall in respect thereof receive from the Company a terminal Allowance out of the terminal Charges made at those Stations respectively by the Company for the Use of those Stations.

8thly. For the Purpose of maintaining and working in full Efficiency in every respect the East Coast Route by way of Berwick, for all Traffic between London and other Places in England and Edinburgh, Leith, Glasgow, and other Places in Scotland, the North British Company shall at all Times hereafter permit the Company, with their Engines, Carriages, Waggons, and Trucks, to run over and use the North British Company's Railway, Sidings, Stations, Wharves, and stopping, loading, and unloading Places, Water, Watering Places, and other Conveniences at and between Berwick and Edinburgh and Leith, all inclusive, provided that the Company shall not be entitled to the Use of the North British Company's Station at Berwick for local "Goods Traffic," or as a Terminal Station for "Goods Traffic," or for Fish carried by Passenger Trains, except carried as Parcels; and for the Purpose of conveying Traffic between Kelso and the West thereof, and Newcastle and intermediate Stations, and also Traffic between Kelso and Stations South of Newcastle, the North British Company shall at all Times hereafter permit the Company, with their Engines, Carriages, Waggons, and Trucks, to run over and use the North British Company's Railway from Sprouston Junction to Kelso, and the Sidings, Stations, Wharves, stopping, loading, and unloading Places, Water, Watering Places, and other Conveniences between Sprouston Junction and Kelso, subject to the Payment by the Company to the North

British Company for such User of such Tolls, Rates, or Dues, or such Share or Proportion of Tolls, Rates, or Dues, as have or has been or shall from Time to Time be agreed upon by and between the said Companies, or in default of such Agreement as shall be fixed by Arbitration in manner herein-after provided.

9thly. The North British Company shall afford to the Company proper and sufficient Station Accommodation for Passenger Traffic at Edinburgh, Kelso, and Berwick, except that at Berwick they shall not be required to give the Use of the Station for Fish carried by Passenger Trains unless carried as Parcels; provided that the Company shall use the Berwick Station for all their Passenger Trains, whether from or to the Southward or Westward which from Time to Time stop at Tweedmouth.

10thly. The North British Company shall afford the Services of their Booking Clerks, Porters, and other Servants at those Stations for the Passenger Traffic of the Company, but the Company, if and when they think fit, may provide at their own Cost their own Booking Clerks, Porters, and other Servants at those Stations or any of them, and in the event of their so doing the North British Company shall provide thereat proper and sufficient Accommodation for the Booking Clerks, Porters, and other Servants so provided.

11thly. The Trains of the Company shall be permitted to take up and set down Passenger Traffic at any intermediate Stations between Edinburgh and Berwick going to or from the Company's Railway, and the North British Company's Clerks shall book that Traffic at those Stations, but the Company, if and when they think fit, may employ their own Servants at any of those Stations at their own Cost, and in the event of their doing so the North British Company shall provide thereat suitable Accommodation for the Servants so employed.

12thly. The Company shall pay to the North British Company a reasonable Rent for the User of the Station Accommodation so provided, and a reasonable Charge for the Services of the Booking Clerks, Porters, and Servants of the North British Company so rendered at their Terminal Stations at Edinburgh, Kelso, and Berwick, but shall not be liable to make any Payment to the North British Company for the Use of and for like Services so rendered at any of the intermediate Stations.

13thly. The entire Control and Management of the several Stations of the North British Company at which the Company are to be accommodated, and the Clerks, Porters, and other Servants thereat, shall remain exclusively with the North British Company, but shall not be exercised so as to limit in any Degree the full Enjoyment by the Company of the Privileges at and in connexion with those Stations to which under this Agreement, or under any Agreement between the Company and the North British Company from Time to Time in force, the Company shall be entitled.

14thly. The North British Company shall provide for the Company at the North British Company's Goods Stations at Kelso, Edinburgh, Leith, and Berwick, and at all their Goods Stations intermediate between Edinburgh and Leith and Berwick, proper and sufficient Warehouse and other Accommodation, including the Services of Clerks, Porters, and other Servants of the North British Company, for all Goods Traffic having been or intended to be carried by the Company, on Payment of such Tolls, Rates, or Dues as shall be agreed upon by and between the said Companies, or, failing Agreement, as shall be fixed by Arbitration in manner herein-after provided; provided that the Company

pany shall not be entitled to the User of the Berwick Station as a Terminal Station for Goods Traffic.

15thly. The Company shall have the Right to employ at those Goods Stations respectively their own Agents, Clerks, Porters, and other Servants in and about the invoicing, collecting, or delivering of all Goods Traffic having been or intended to be carried by North-eastern Trains, and in the event of their so doing the North British Company shall provide thereat proper and sufficient Accommodation for the Agents, Clerks, Porters, and Servants so employed, and the Company shall receive, in respect of such Employment, from the North British Company, a terminal Allowance out of the terminal Charges made at those Stations respectively by the North British Company for the Use of those Stations.

16thly. For the Purpose of this Agreement the Expression "Passenger Traffic" means and includes all Passengers, Parcels, Horses, Carriages, Dogs, and Fish carried by Passengers Trains; the Expression "Goods Traffic" means and includes all Live Stock, Fish, Minerals, Goods, and Articles whatsoever carried by Trains other than Passengers Trains.

17thly. If and whenever any Dispute or Difference shall arise between the Company and the North British Company as to Facilities or Accommodation to be given, or as to any Rent or Charge or Allowance (terminal or otherwise) to be paid or allowed by either Company to the other under this Agreement, every such Difference shall be determined by Arbitration under the "Railway Companies Arbitration Act, 1859;" each or either of the Company and the North British Company may by not less than Three Months Notice in Writing to the other of them, ending with any or every Fifth Year from the Time at which any such Rent or Charge or Allowance is first determined, require that it shall be revised, and it shall be revised accordingly, but the Rent or Charge or Allowance to be revised shall continue payable until it be altered on the Revision; and every such Revision, if not otherwise agreed on, shall be made by way of Arbitration under the "Railway Companies Arbitration Act, 1859."

In witness whereof the Companies Parties hereto have hereunto affixed their Common Seals the Fourteenth Day of May One thousand eight hundred and sixty-two.

SCHEDULE (C.)

AN AGREEMENT made this 14th Day of May 1862 between the North-eastern Railway Company, herein-after called the North-eastern Company, of the one Part, and the London and North-western Railway Company, herein-after called the North-western Company, of the other Part.

Whereas the said North-eastern Company are by means of their various Lines of Railway and of the Railways of other Companies which communicate therewith Carriers of Passengers, Goods, and other Traffic from various Places in

in the Districts accommodated by those Lines of Railway to various Places in the Districts accommodated by the Railways of the North-western Company, and by the Railways of other Companies communicating therewith, and in like Manner the last-named Company are Carriers from various Places in the Districts accommodated by their Railways, and by the Railways of other Companies communicating therewith, to various Places in the Districts accommodated by the Railways of the North-eastern Company, and by Railways of other Companies communicating therewith: And whereas, with a view of facilitating the Transmission of Traffic between the said Districts, and of affording other Conveniences and Advantages to the Public, and of obtaining those Objects without unnecessary Expenditure of Capital, and of placing and continuing the Relations of the said Two Companies on a perfectly friendly Footing, the said Two Companies have agreed to co-operate as herein-after defined for the Development of Traffic over their Railways, and to grant and secure to each other such Rights and Facilities and enter into such Arrangements as are herein-after contained, but without Prejudice to or Restraint upon the granting and entering into similar Rights and Arrangements as respects their own Railways to and with any other Company or Companies: Now, therefore, it is hereby mutually agreed between and by the said Two Companies Parties hereto as follows:

1. The Expression "the Railway," where used in this Agreement, shall include and apply to every or any Part, as the Case may be, of the Railways of or which now are in the sole Possession of the North-eastern Company or the North-western Company, and also to the following Lines, as far as the Parties hereto or either of them may be able from Time to Time to use or transmit their Traffic over the same; videlicet, the Line between Heaton Lodge and Altofts and the Ashton Branch, and the Manchester, Sheffield, and Lincolnshire Line between Manchester and Staleybridge, the South Junction Line, the Line from Leeds to Methley Junction, the West Hartlepool Railway, the Stockton and Darlington Railway, and the South Durham Railway; and the Word "Traffic," where used in this Agreement, shall mean and include all or any of the following Subjects or Articles of Carriage (as the Case may be), that is to say, Passengers, Cattle, Goods, Wares, Merchandise, and all other Articles and Things (except Mails) carried or intended for Carriage on the Railway.

2. Where the Railways of the Companies Parties hereto, either alone or together with any of the Railways aforesaid, form a Route or Part of a Route to or from any Port, Station, or Place on the Railways of the Companies Parties hereto, or on any of the Railways aforesaid, and either of the Companies Parties hereto shall have agreed to quote or accept a Through Rate by any Route (which Rate shall be then in force) for any Traffic to or from any such Port, Station, or Place, the one Company, on the Application of the other Company, shall, so far as they have Power, be bound (all other Companies, if any, owning any Part of the proposed Route agreeing to a fair Division of the Rate) to quote or accept the same Through Rate for like Traffic by any such proposed Route as aforesaid; and if in any Case no Through Rate exists, or if, when called upon in such Case, an unreasonably high Through Rate be quoted, either Company may call upon the other to quote a reasonable Through Rate for such Traffic by any such proposed Route as aforesaid, and such other Company shall, so far as they have Power, be bound so to do (all other Companies, if any, owning any Part of that Route agreeing to a fair Division of the Rate), the

the Amount of such Through Rate to be agreed by the said Companies Parties hereto, or settled by Reference as herein-after provided; and, unless otherwise expressly agreed or determined as herein-after provided, such Through Rate shall in each Case be divided amongst the Companies over whose Lines the Traffic shall pass, according to the Regulations of the Clearing House for the Time being in force for "Division of Receipts," all terminal and Station Charges as settled by Agreement, or, where not so settled, as determined by the then existing Regulations of the Railway Clearing House, and the Government Duty on Passengers, being first deducted and paid: Provided always, that as regards the fixing of Rates by Reference, Regard shall in all Cases be had to the Rates for the Time being existing for similar Traffic from or to the neighbouring Ports or Stations to or from other Ports, Stations, or Places in the Neighbourhood of the Port, Station, or Place to which such Rate is required to be quoted or fixed; provided also, that in case, from any exceptional Cause, the Rates between any particular Port, Station, or Place and any other Port, Station, or Place shall be temporarily or unreasonably reduced, such reduced Rates shall not be taken as the Guide or Basis for fixing Rates between any other Ports, Stations, or Places.

3. Neither Company Party hereto shall claim against the other under this Agreement to adopt or use an unreasonably circuitous or inconvenient Route for the Transmission of their Traffic as compared with any other Route.

4. Each of the Companies Parties hereto shall forward or send, subject as aforesaid, Traffic tendered by the other Company or their Agents by any of the said Lines or Routes which may from Time to Time be directed by such other.

5. Each Company shall at all Times be entitled to, and be provided and supplied by the other with, all needful Facilities and Accommodations, including, amongst other things, Through Booking, Through Tickets and Invoices, and Through and, so far as reasonably can be, conveniently timed and arranged Trains for the Reception, Forwarding, Transmission, Carriage, and Delivery of Traffic; and such Facilities and Accommodation shall be so provided and supplied on Payment by the one Company to the other of the Proportion of such Rates as provided in Clause 2, after deducting terminal Expenses as aforesaid; the Intention of this Agreement being that each Company shall have all the Profits appertaining to their own Line and Stations.

6. Either Company shall, upon Demand of the other, put on an additional Train or Trains from the Junctions at Leeds or Normanton, as the Case may be, to any principal Junction or Station on their respective Lines; and if either Company shall be of opinion that any such Train or Trains so required to be put on is unnecessary, or cannot fairly be required under this Agreement, it shall be competent for the Arbitrator to decide whether such Train or Trains shall be run as so required, and what Proportion of the Expense, if any, of running such additional Train or Trains shall be paid by the Company so requiring such additional Train or Trains.

7. Each of the said Companies Parties hereto shall be at liberty at their own Cost to employ their own Clerks for booking Passengers at all or any of the Passenger Stations of the other (such Clerks nevertheless to be under and subject to the Regulations of the Company owning the Station where they may be, and to be subject to Removal by that Company if they shall refuse to attend to the reasonable Orders and Directions of the Person in charge of such

Station, or shall in the Opinion of that Company in any respect conduct themselves improperly), and also to employ at all or any of the Stations of the other Company, or at the Towns or Places where such Stations are situate, such Clerks or Agents as they may think proper for the Purpose of collecting, delivering, and carting Traffic intended to be or which has been carried under this Agreement, and each Company, for the Purpose of carting and delivering such Traffic to and from any Station of the other Company, may enter and use the same, subject to the Regulations of such other Company for the Time being in force; and for the carting Services so performed at any Station such other Company shall, when the Rate for such Traffic includes Cartage, allow out of such Rate to the Company employing such Agent an Amount not exceeding the actual Cost per Ton of such Cartage at that Station when performed by themselves or by their Agents.

8. The usual Traffic Returns to the Railway Clearing House, the making out of Invoices, and checking the Weights and Classes of Traffic, shall be done with all proper Despatch by the respective Company owning the Station at or for which such Traffic shall be received or destined, as the Case may be, but every reasonable Facility shall be given by the one Company to the other for checking by their Clerks, and for the speedy Transmission and Receipt at the Place of Destination of such Invoices by whichever Route such Traffic may be sent.

9. Neither Company shall, without the written Consent of the other under its Common Seal first obtained, transfer to any other Company or Person the Privileges and Advantages granted or secured to it by this Agreement, nor use either by itself, or by or through the Means of its Agents, Clerks, or Servants acting under this Agreement, such Privileges and Advantages for any Purposes other than those contemplated by this Agreement; provided that this Agreement shall not extend to any Station, Place, or District on or beyond the Line of the North-western Company Eastward of a Line drawn from Normanton through Stafford or any Prolongation thereof, but nevertheless as respects Traffic to or from such Stations, Places, or Districts the North-eastern Company and the North-western Company shall mutually afford to each other by any not unreasonably circuitous or inconvenient Route Rates, Fares, and Facilities not less favourable than may from Time to Time be in operation between the same Points by any other Route, subject to Arbitration in case of Difference as herein-after provided.

10. If any Dispute shall arise between the Companies touching the Amount of any Rates, Tolls, or Monies fixed or received, or proposed by either to be fixed or received or divided, or touching any other of the Matters arising under this Agreement, the same shall be from Time to Time determined by an Arbitrator to be appointed under "The Railway Companies Arbitration Act, 1859," if the Companies do not otherwise from Time to Time agree, and the Decisions of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall on any Occasion determine any Sum not exceeding 50*l.* for every such Refusal or Neglect, and not exceeding 20*l.* for every Day during which such Refusal or Neglect shall continue.

11. Both

11. Both Companies to concur at any Time or Times, upon the Demand of either, in obtaining the Confirmation of Parliament to this Agreement, or for an Application to Parliament to authorize this Agreement in perpetuity, the Legislation being confined to the Matter of this Agreement, unless extended to other Matter by the Concurrence of both.

12. This Agreement, subject to existing Agreements between the Companies Parties hereto, or either of them, and any other Railway Company or Companies, to be in perpetuity.

In witness whereof the Companies Parties hereto have hereunto affixed their respective Common Seals the Day and Year first above written.

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