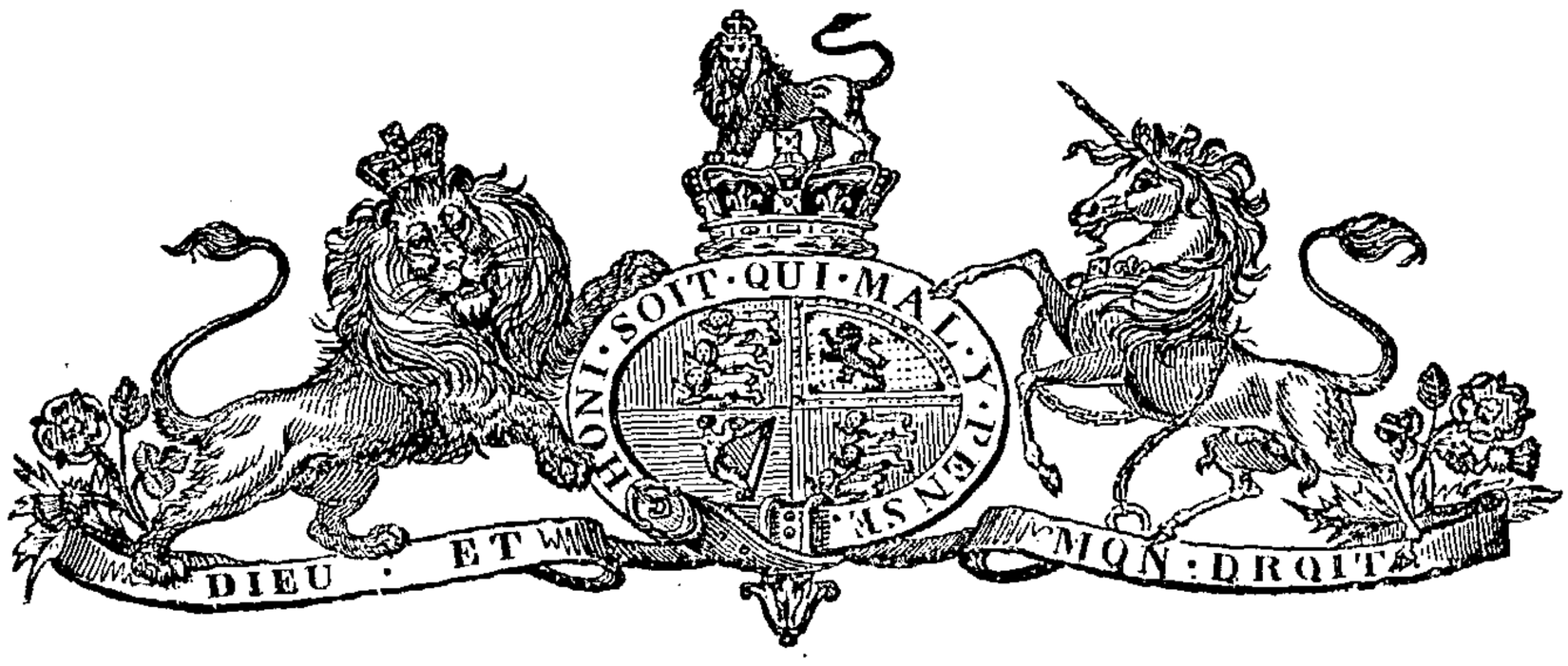


ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. clxxxvii.

An Act for amalgamating the Undertaking of the *Hull and Hornsea* Railway Company with that of the *North-eastern* Railway Company; and for other Purposes. [16th *July* 1866.]

WHEREAS by "The *North-eastern* Railway Company's Act, 1854," the *York and North Midland* Railway Company, and the *Leeds Northern* Railway Company were dissolved, and their Undertakings and Property vested in the *York, Newcastle, and Berwick* Railway Company, the Name of which Company was thereby changed to its present Name, "The *North-eastern* Railway Company:" And whereas by "The *Hull and Hornsea* Railway Act, 1862," the *Hull and Hornsea* Railway Company were incorporated, and authorized to make and maintain a Railway from the *Victoria* Dock Branch of the *North-eastern* Railway at *Hull* to *Hornsea*, with Two Branches in connexion therewith, and to raise for the Purposes of that Act a Share Capital of - - - - £70,000
And by "The *Hull and Hornsea* Railway (Additional Capital) Certificate, 1865," the *Hull and Hornsea* Railway Company were authorized to raise for the Purposes of their Undertaking a further Share Capital of - - 50,000
And the aggregate of their authorized Share Capital is £120,000

17 & 18 Vict. c. ccxi.

25 & 26 Vict. c. c.

The North-eastern, Hull, and Hornsea Railway Amalgamation Act, 1866.

And that Company were authorized to borrow by their said Act - - - - - -		£23,000
And by the said Certificate - - - -		16,600
And the aggregate Amount they may borrow is - -		£39,600

And whereas the Share Capital of the *Hull and Hornsea* Railway Company consists of the following Particulars:

Ordinary Shares issued - - -	£70,000	
Less Shares since forfeited - -	7,130	
		£62,870
Forfeited Shares - - - - -		7,130
Unissued Shares - - - - -		50,000
Total -		£120,000

And whereas the *North-eastern* Railway Company and the *Hull and Hornsea* Railway Company are desirous and it is expedient that their respective Undertakings should be amalgamated, and that such Amalgamation should be effected upon the Terms and Conditions in this Act in that Behalf stated and provided for; but 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 be cited for all Purposes as "The *North-eastern, Hull, and Hornsea* Railway Amalgamation Act, 1866."

Parts of 28 & 29 Vict. cc. 92. & 118. incorporated.

2. Part V. of "The Railways Clauses Act, 1863," and Part I. of "The Companies Clauses Act, 1863," are incorporated with this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Parts of Acts incorporated herewith shall have the same respectiye Meanings, unless there be something in the Subject or Context repugnant to such Construction; and in those Parts of Acts and this Act the Expression "the Company" or "the amalgamated Company" shall mean the *North-eastern* Railway Company; the Expression "the *Hull and Hornsea* Company" or "the dissolved Company" shall mean the *Hull and Hornsea* Railway Company; the Expression "*Hull and Hornsea* Capital" shall mean the authorized Share Capital of the *Hull and Hornsea* Railway Company, and the Capital of the Company represented by the *Hull and Hornsea* Shares and *Hull and Hornsea* Stock created by this Act;

Act; the Expression "*Hull and Hornsea* Proprietors" shall mean the Holders of Shares in the authorized Share Capital of the *Hull and Hornsea* Railway Company, and the Holders of the *Hull and Hornsea* Shares and *Hull and Hornsea* Stock created by this Act.

Dissolution of Hull and Hornsea Company.

4. On the passing of this Act, but subject to the Provisions thereof, the *Hull and Hornsea* Company shall be by this Act dissolved, and their Undertaking and all the Railways, Buildings, Lands, Easements, Works, Conveniences, Property, and Effects whatsoever of or to which they were immediately before the Dissolution 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 but for the Dissolution they would be entitled, and all the Estate, Right, Title, Interest, Powers, Privileges, Authorities, Immunities, and Indemnities whatsoever in, over, and with respect to those Premises, and any other Railways, Works, Properties, and Effects, and otherwise howsoever of or to which the *Hull and Hornsea* Company immediately before the Dissolution were seised, possessed, or entitled at Law or in Equity, shall on the Dissolution be vested in and belong to, and may be held, maintained, used, exercised, and enjoyed by the Company as fully and effectually as immediately before the Dissolution they were vested in and belonged to, and might be held, maintained, used, and exercised by the *Hull and Hornsea* Company, but subject to all existing Contracts, Debts, Liabilities, Engagements, and Obligations affecting the same, and to the Payment or Discharge, Performance or Observance thereof by the Company.

Provisions of Acts relating to Hull and Hornsea Company not to apply to North-eastern Railway, and vice versâ.

5. Notwithstanding the Dissolution and vesting, and except only as is by this Act otherwise expressly provided, none of the Provisions of any Acts relating to the *Hull and Hornsea* Company which, if the Dissolution and vesting had not happened, would apply exclusively to the Undertaking, Railway, and Property of that Company, or any Part thereof, or to the *Hull and Hornsea* Company in respect of the same, shall apply to the other Portions of the Undertaking, Railway, or Property of the Company, or any Part thereof, or to the Company in respect of the same; and none of the Provisions of any Acts relating to the Company which if the Dissolution and vesting had not happened would apply exclusively to the Undertaking, Railway, and Property of the Company or any Part thereof, or to the Company in respect of the same, shall apply to the Undertaking, Railway, or Property of the *Hull and Hornsea* Company or any Part thereof, or to the Company in respect thereof.

Creditors, &c. of Hull and Hornsea

6. Nothing in this Act contained shall give to any Person claiming the Benefit of any Mortgage, Bond, Security, or Contract made or entered

Company not to be affected.

entered into or binding on the *Hull and Hornsea* Company any Priority or (except as by this Act provided) any 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.

Capital of Company to to be increased by Hull and Hornsea Capital of 120,000*l.*

7. On and after the passing of this Act the authorized Capital of the Company shall be increased by the addition thereto of One hundred and twenty thousand Pounds in Shares or Stock, in this Act subsequently called "*Hull and Hornsea* Shares" or "*Hull and Hornsea* Stock."

Hull and Hornsea Proprietors to become Holders of Hull and Hornsea Shares or Stock in the Company.

8. On the passing of this Act the *Hull and Hornsea* Proprietors shall become and be Holders of *Hull and Hornsea* Shares of the like nominal Amount as their respective Shares in the *Hull and Hornsea* Capital, and such of those Holders as shall then have paid or as shall thereafter pay up their Shares in full shall immediately thereupon, and in lieu thereof, become Holders of the like nominal Amount of *Hull and Hornsea* Stock, and the *Hull and Hornsea* Proprietors shall be entitled to and, on delivering to the Company the Certificates for the Shares held by them respectively in the *Hull and Hornsea* Capital, shall have those Certificates exchanged for Certificates of *Hull and Hornsea* Shares or *Hull and Hornsea* Stock, as the Case may require, of the respective nominal Amounts of those Shares or Amount of that Stock, as the Case may be, to which they are by this Act respectively entitled, and those Proprietors shall (except as by this Act otherwise provided), according to the Amount of their respective Holdings of *Hull and Hornsea* Shares or *Hull and Hornsea* Stock, have and be entitled to and may exercise the same Rights and Privileges of voting and other Rights as the Holders of like Amounts of ordinary Shares or Stock in the Company.

Hull and Hornsea Shares and Stock to be held on same Trusts as the Shares for which they are substituted.

9. The respective Holders of *Hull and Hornsea* Shares or *Hull and Hornsea* Stock shall hold their respective Shares or Amounts of Stock in the same Rights, on the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities as those in, upon, or to which their respective Shares in the *Hull and Hornsea* Capital in respect whereof those *Hull and Hornsea* Shares or Amount of *Hull and Hornsea* Stock are by this Act appropriated and vested in them respectively, were immediately before the passing of this Act held or subject to, and shall deal with, apply, and dispose of the same accordingly, and so as to give Effect to and not revoke any Will or other Instrument disposing of or affecting any such Shares in the *Hull and Hornsea* Capital.

10. If

Lost Certificates, Provision for.

10. If the Certificate for any Share in the *Hull and Hornsea* Company be lost or destroyed, then, upon Proof thereof to the Satisfaction of the Directors of the Company, those Directors shall deliver to the Person entitled to such Certificate a Certificate for the Amount of Stock or Shares in the Company to which he would under this Act be entitled if such first-mentioned Certificate had not been lost or destroyed.

Surplus of Hull and Hornsea Shares or Stock may be issued again, or cancelled and re-issued as other Share Capital.

11. So much of the *Hull and Hornsea* Shares or *Hull and Hornsea* Stock as shall not be appropriated to or become vested in the *Hull and Hornsea* Proprietors may either be issued and disposed of by the Company as *Hull and Hornsea* Shares or *Hull and Hornsea* Stock, or the same may, at the Option of the Company, be cancelled, and reissued by them as Part of their unissued Share Capital, in order to raise Money to pay off Liabilities of the *Hull and Hornsea* Company, or complete their Undertaking.

Hull and Hornsea Capital Expenditure Account to be kept during Trial Period.

12. For the Period of Time herein-after called "the Trial Period," which shall elapse from the passing of this Act until the Date named in any Resolution of the Company for the Determination of such Period as herein-after authorized, the Company shall keep a separate Account of the Monies already and which shall from Time to Time be expended in the Formation, Construction, or Completion of the *Hull and Hornsea* Railway, and in or about any Works connected therewith, and otherwise on account of the Capital Expenditure of the *Hull and Hornsea* Company and its Undertaking, which Account is in this Act called "the *Hull and Hornsea* Capital Expenditure Account:" Provided always, that the Line of the *Hull and Hornsea* Railway shall not be doubled, except with the Sanction of the *Hull and Hornsea* Proprietors, given at some Special Meeting of those Proprietors to be for that Purpose specially convened by the Directors of the Company.

Hull and Hornsea Capital Expenditure Account to be credited with the Sums received from the Shareholders, and Interest at 4*l.* 10*s.* per Cent. allowed the Company on the Balance.

13. The *Hull and Hornsea* Capital Expenditure Account shall be credited with all Monies already paid by or hereafter received from the *Hull and Hornsea* Proprietors in respect of their Shares in the *Hull and Hornsea* Capital, or arising from the Sale of any superfluous Lands or Capital Property of the *Hull and Hornsea* Company, and on the Balance of that Account thus from Time to Time appearing the Company shall, as between themselves and the *Hull and Hornsea* Proprietors, be entitled to Interest at the Rate of Four Pounds Ten Shillings *per Centum per Annum* out of the Monies from Time to Time appearing to the Credit of the Account in this Act subsequently mentioned, and called "the *Hull and Hornsea* Revenue Account," which Interest shall be paid to the Company before any Dividend is

paid to the *Hull and Hornsea* Proprietors on their said Shares, and, until paid, shall stand debited against that Revenue Account.

Hull and Hornsea Revenue Account to be kept during the Trial Period.

14. The Company shall during the Trial Period keep a separate Account, to be called "the *Hull and Hornsea* Revenue Account," and to that Account shall be credited and debited all Monies from Time to Time received and paid by the Company in respect of Traffic on the *Hull and Hornsea* Railway, and all other Sources of Revenue in connexion with and belonging to that Undertaking, including all Monies in hand or due or owing to or by the *Hull and Hornsea* Company on Revenue Account on the passing of this Act, which Account shall be made up, balanced, and published half-yearly, along with the other ordinary half-yearly Accounts of the Company, to their Shareholders.

Hull and Hornsea Revenue Account to be charged with certain Sums for Expenses of working, Maintenance, and Renewal.

15. The Company shall, as between themselves and the *Hull and Hornsea* Proprietors, be entitled to, and the *Hull and Hornsea* Revenue Account shall from Time to Time be debited with, a fixed half-yearly Sum of Two thousand six hundred Pounds, to cover and in lieu of all Expenses, Rates, Taxes, and other Charges and Outlay incurred by the Company in working, maintaining, and renewing the *Hull and Hornsea* Railway and Undertaking, and otherwise in connexion with the Traffic and Management thereof, so long as and until the gross Receipts of the Company on the *Hull and Hornsea* Revenue Account do not reach Four thousand seven hundred and fifty Pounds in each current Half Year; and when and so often as those Receipts reach or exceed that Sum, then the Company shall, in lieu of the said fixed Sum, be entitled to, and the *Hull and Hornsea* Revenue Account shall for that Half Year be debited with, a Sum equal to Fifty-five *per Centum* of those gross Receipts.

Balance to the Credit of the Hull and Hornsea Revenue Account to be divided half-yearly amongst the Hull and Hornsea Proprietors.

16. The Balance in hand from Time to Time appearing at the End of each Half Year at the Foot of the *Hull and Hornsea* Revenue Account, after making the several Credits and Debits by this Act directed to be placed thereto, shall, as between the *Hull and Hornsea* Proprietors and the Company, be the Fund from which those Proprietors shall during the Trial Period be paid Dividends on their Shares in the *Hull and Hornsea* Capital, and that Balance shall, so far as it will admit, be paid and divided amongst those Proprietors rateably, according to the Amount of their respective Holdings of Shares in the *Hull and Hornsea* Capital half-yearly, and at the same Time as the Dividends on the other ordinary Share Capitals of the Company are paid: Provided always, that in case the Debts and Liabilities of the *Hull and Hornsea* Company on Capital Account at the passing of this Act (including the borrowed Monies then owing by

by them) exceed Sixty-two thousand Pounds, the Excess shall, as between the *Hull and Hornsea* Proprietors and the Company, be a Debit against the *Hull and Hornsea* Revenue Account, and shall be paid to the Company and taken in reduction of the Balance owing on the *Hull and Hornsea* Capital Expenditure Account, before any Dividend is paid to the *Hull and Hornsea* Proprietors.

Company may determine the Trial Period, and must then give Notice thereof.

17. The Company may, if they think fit, by Resolution of their Shareholders at any General, Half-yearly, or Special Meeting of the Company, determine and put an end to the Trial Period at any Date not earlier than the End of the then current or some subsequent Half Year to be named in such Resolution, and thereupon a Copy of that Resolution shall be forwarded through the General Post, addressed to each *Hull and Hornsea* Proprietor, according to the then Address of each of those Proprietors in the Company's Books.

From Determination of the Trial Period, 4*l.* per Centum per Annum to be paid the Hull and Hornsea Proprietors in lieu of any other Dividend.

18. From the Date named in the Resolution of the Shareholders of the Company for the Determination of the Trial Period, the *Hull and Hornsea* Proprietors shall, in lieu of any other Dividend on their Shares in the *Hull and Hornsea* Capital, become entitled to and shall for ever thereafter receive in respect and according to the Amount of their respective Holdings of Shares in that Capital, but without any Preference or Priority between or amongst them, a fixed Dividend of Four Pounds *per Centum per Annum*, payable half-yearly out of the joint net Revenue of the Company at the respective Times when the Dividends are paid to the Holders of the Ordinary Stocks and Shares of the Company, and before any Payment or Dividend is made thereout to or amongst the Holders of any of those Ordinary Stocks or Shares, and thereupon and from thenceforth the Shares in the *Hull and Hornsea* Capital shall, if and when fully paid up, be and become Stock of the like Amount in the Company, ranking next after the Preference Stocks or Shares of the Company created or resolved to be created under any Act passed prior to the Determination of the Trial Period, and any Stocks or Shares which may be created and issued in lieu of those last-mentioned Stocks or Shares, and to which a Right of Priority over the Shares in the *Hull and Hornsea* Capital may be attached.

Hull and Hornsea Proprietors may appoint an Auditor of their Accounts.

19. A separate Meeting of the *Hull and Hornsea* Proprietors may from Time to Time be held on the Day when any Ordinary Meeting of the Shareholders of the Company is held, public Notice of the Time and Place of which separate Meeting shall be given at the Commencement of the Business of such Ordinary Meeting by the Chairman thereof, or a Special Meeting of the *Hull and Hornsea* Proprietors may be called as by this Act provided, and at any such Meeting of those

those Proprietors duly constituted they may nominate some Person (in this Act called "*Hull and Hornsea* Auditor") to be an Auditor of Accounts on their Behalf, either generally or for any limited Period, and may from Time to Time at any such Meeting supply any Vacancy in the Office of such Auditor caused by the Death, Resignation, or Incapacity to act of any Auditor, or by the Removal of any such Auditor, or otherwise, and may at any such Meeting remove any Auditor previously appointed by them; and the Remuneration of every Person nominated Auditor (not exceeding Twenty Pounds *per Annum*) shall be fixed at the Meeting at which he is nominated, and shall be paid by the Company and debited against the *Hull and Hornsea* Revenue Account.

Special Meeting of the Hull and Hornsea Proprietors may be called on their Requisition to elect or remove Hull and Hornsea Auditor.

20. Twenty or more of the *Hull and Hornsea* Proprietors, holding in the aggregate not less than One Tenth Part of the Shares in the *Hull and Hornsea* Capital, may, by Writing under their Hands, at any Time require the Directors of the Company to call a Special Meeting of the *Hull and Hornsea* Proprietors for the Purpose of nominating a *Hull and Hornsea* Auditor, or for the Removal of any such Auditor and appointing another in his Place, and every such Requisition shall be left at or transmitted through the General Post, addressed to the Company at their Head Office, and forthwith on receipt thereof the Directors of the Company shall convene a Special Meeting of the *Hull and Hornsea* Proprietors by a Circular Notice addressed and sent to each of those Proprietors through the General Post; or if the Directors fail to call such Meeting within Twenty-one Days after the Receipt of every such Requisition, the aforesaid Number of Proprietors, qualified as aforesaid, may call such Meeting by giving Fourteen Days public Notice thereof in Two or more Newspapers published in the Town of *Kingston-upon-Hull*.

Notice of Meeting of Hull and Hornsea Proprietors, and Quorum.

21. Fourteen Days Notice at least shall be given as by this Act provided of every such Special Meeting of the *Hull and Hornsea* Proprietors, and every such Notice shall specify the Place, Day, and Hour of Meeting; and Twenty of those Proprietors present in person or by proxy at any Meeting of those Proprietors, and holding in the aggregate not less than One Twentieth of the *Hull and Hornsea* Capital, shall be the Quorum.

Meeting of Hull and Hornsea Proprietors to be conducted as General Meetings are required to be.

22. Every Meeting of the *Hull and Hornsea* Proprietors shall be conducted, so far as Circumstances will allow, in the Manner in that Behalf prescribed in the Enactments of "The Companies Clauses Consolidation Act, 1845," with respect to the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders.

23. Every

Powers and Duties of Hull and Hornsea Auditor.

23. Every *Hull and Hornsea* Auditor shall have Access to the Books and Papers of the Company for the Purpose of inspecting and examining them, so far as may be necessary in order to vouch and check the *Hull and Hornsea* Capital Expenditure Account and the *Hull and Hornsea* Revenue Account, and ascertain and see that the Sums which from Time to Time ought to be credited to those Accounts respectively have been so credited, and that all Sums debited against those respective Accounts are properly chargeable against them respectively, and such Auditor may require those Accounts to be amended, if and whenever that shall appear proper, and thereupon the Company shall amend the same accordingly, or as, in case of Dispute, shall be decided by reference under the Provisions of this Act in that Behalf.

Differences between Auditor and the Company to be decided by an Umpire.

24. In the event of any Difference between any *Hull and Hornsea* Auditor and the Company or their Auditors, in reference to the *Hull and Hornsea* Capital Expenditure and Revenue Accounts, or the Sums due to or which should be debited against those Accounts respectively, or otherwise in connexion therewith, the same shall from Time to Time be decided by an Umpire to be jointly appointed by the Parties in difference, as Occasion may require, or failing such Appointment within Seven Days after Request in Writing by either Party to the other of them, then by some Third Person to be for that Purpose from Time to Time appointed by the Board of Trade, on the Application of either Party in dispute, and the Decision of every such Umpire or Third Person on any Question referred to him shall be final.

Saving for existing preferential Shares of Company.

25. The preferential Dividend which is by this Act authorized to be assigned to the *Hull and Hornsea* Shares and *Hull and Hornsea* Stock shall not prejudice or affect any Preference or Priority in Payment of Interest or Dividend on any Stock or Shares that may have been granted by the Company, or by any Company represented by the Company, by or in pursuance of or confirmed by any Act of Parliament passed before the passing of this Act, or which is otherwise then lawfully subsisting.

Company empowered to borrow 39,600*l.* in lieu of Hull and Hornsea Company.

26. In lieu of the Thirty-nine thousand six hundred Pounds which the *Hull and Hornsea* Company were empowered to borrow, the Company may from Time to Time borrow and reborrow any Sum not exceeding that Amount, in addition to the Sums which they may borrow under any Acts of Parliament relating to the Company; provided that all Monies so borrowed shall be applied in discharge of the Liabilities on Capital Account of the *Hull and Hornsea* Company, and to no other Purpose.

The North-eastern, Hull, and Hornsea Railway Amalgamation Act, 1866.

Existing Mortgages to have Priority.

27. All Mortgages granted by the Company or by the *Hull and Hornsea* Company in pursuance of the Powers of any Act of Parliament, or of the said Certificate, before the passing of this Act, and which shall be subsisting at the Time of the passing of this Act, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by the Company by virtue of this Act: Provided that as between the present Mortgagees of the Company and the present Mortgagees of the *Hull and Hornsea* Company, and as between those respective Mortgagees *inter se*, this Act shall not confer on any of them any Preference or Priority to or over any other of them, or prejudice or affect any now existing Rights of those Mortgagees respectively.

Lamps to be placed in all Carriages.

28. All Carriages conveying Passengers on the Railway of the *Hull and Hornsea* Company, by this Act vested in the Company, shall be lighted between Sunset and Sunrise by means of a suitable Lamp in each such Carriage.

Passengers Luggage on Railway of Hull and Hornsea Company.

29. Every Passenger travelling on the Railway of the *Hull and Hornsea* Company, by this Act vested in the Company, may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, and One hundred Pounds in Weight for Second and Third Class Passengers, without any extra Charge being made by the Company for the Carriage thereof.

Interest not to be paid on Calls paid up.

30. The Company shall not, out of any Money authorized to be raised by them by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of Capital.

31. The Company shall not, out of any Money authorized to be raised by them, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions

32. Nothing in this Act contained shall be deemed or construed to exempt any Railway to which this Act relates from the Provisions of

of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by any of the Acts relating to the Railway. of present and future General Acts.

33. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company. Expenses of Act.

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