ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. cxlvi.

An Act to enable the *North-eastern* Railway Company to construct a Branch Railway between *Blaydon* and *Conside*, with Branches therefrom; to acquire additional Lands; and for other Purposes. [17th *July* 1862.]

WHEREAS by "The *North-eastern* Railway Company's (*Lanchester Valley* Branch) Act, 1857," (20 & 21 *Vict.* c. 46.,) the *North-eastern* Railway Company (in this Act called "the Company") were authorized to make a Branch Railway (herein-after called "the *Lanchester Valley* Railway") from their *Bishop Auckland* Branch to the *Conside* Ironworks in the County of *Durham;* and it is expedient that the Company should be empowered to construct the Railways in this Act mentioned between the *Newcastle-upon-Tyne and Carlisle* Railway (herein-after called "the *Carlisle* Railway") and the *Lanchester Valley* Railway, and between the last-mentioned Railway and the *Stockton and Darlington* Railway (herein-after called the "*Darlington* Railway"), and acquire for the Purposes of their Undertaking the additional Lands and Property following; (that is to say,) certain Lands, Houses, and Buildings in the Township and Parish of *All Saints* or Parish of *Saint Nicholas* in the Town or Borough and 20 & 21 Vict. c. xlvi.

County of *Newcastle-upon-Tyne* situate near to the *Trafalgar* or *Manors* Goods Station of the Company, and on the North Side of the *Tynemouth* Branch of their Railway, including the Sites of the Streets or Places called *Stokoe Street*, *Argyle Place*, and *Argyle Terrace*, and the Site of Part of *Minden Street*; certain Lands, Houses, and Buildings in the Townships of *All Saints* and *Byker* and Parish of *All Saints* or Parish of *Saint Nicholas* aforesaid lying on the South Side of the said *Tynemouth* Branch Railway and adjoining *Stepney Lane*, the Turnpike Road from *Newcastle-upon-Tyne* to *North Shields* and *Sumner Street*, and being between the said Railway and the said Lane, Street, and Road respectively; certain Lands in the Township of *Willington* and Parish of *Wallsend* in the County of *Northumberland* lying on the South Side of the said *Tynemouth* Branch Railway and at or near to and on the East Side of the *Howdon* Station on the same Railway; certain Lands in the Township of *Cassop* and Parish of *Kelloe* in the County of *Durham* situate on the West Side of and adjoining the Main Line of the *North-eastern* Railway and lying on the North and South Sides of the Brook running under the said Main Line called *Bow Burn*; and also certain other Lands in the Townships of *Cassop* and *Quarrington* and Parish of *Kelloe* aforesaid situate on the East Side of and adjoining the said Main Line and also lying on the North and South Sides of the said Brook: And whereas by "The *Stockton and Darlington and Newcastle and Carlisle Union* Railway Act, 1856," (19 & 20 *Vict.* c. 94.,) a Main Line of Railway between the *Darlington* Railway in the Township of *Conside* and the *Carlisle* Railway, with a Branch therefrom, was authorized, whereof the said Branch and a small Portion only of the said Main Line have been constructed, and the unexecuted Portion of the Main Line will be rendered unnecessary by reason of the Construction of the Railways by this Act authorized; and it is expedient, and the *Stockton and Darlington and Newcastle and Carlisle Union* Railway Company (in this Act called "the Union Company") are willing that the same should be abandoned: And whereas it is expedient that the Company should be empowered to raise a further Sum of Money, and that further Powers should be granted to them; but the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, in manner following; (that is to say,)

19 & 20 Vict. c. xciv.

Short Title.

1. This Act may be cited for any Purpose whatever as "The *North-eastern* Railway Company's (*Conside* Branch) Act, 1862."

8 & 9 Vict. cc. 18. and 20. and

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation

Consolidation Act, 1845," so far as the same are not expressly altered or otherwise provided for by this Act, shall apply to the Railways and Works and Lands by this Act authorized to be made and taken, and shall be incorporated with and form Part of this Act. 23 & 24 Vict. c. 106. incorporated.

3. The several Words and Expressions to which in the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings unless excluded by the Subject or Context. Same Meanings to Words in incorporated Acts as in this Act.

4. And whereas Plans showing the Lines of the Railways hereby authorized to be made, and the Lands in or through which the same and the Works connected therewith are intended to pass or be made, and Sections showing the Levels of those Railways, and Plans of the additional Lands and Property before mentioned, with a Book of Reference to those respective Plans, were in the Month of *November* One thousand eight hundred and sixty-one deposited with the respective Clerks of the Peace for the Counties of *Durham* and *Northumberland* and the Town or Borough and County of *Newcastle-upon-Tyne*, according to and in whichever of the said Counties such Railways and Lands respectively are or will be situate: Therefore, subject to the Provisions in this Act and in the Acts incorporated herewith contained, the Company may enter upon, take, use, and appropriate all or any of those Lands. Power to take Lands as in deposited Plans.

5. Subject to the Provisions in this Act and the Acts incorporated herewith contained, the Company may make and maintain, in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands acquired by them under this Act, the Railways following, with all proper Stations, Works, and Conveniences connected therewith; (that is to say,) Power to construct Railways according to deposited Plans.

Firstly, a Railway commencing by a Junction with the *Carlisle* Railway in the Township of *Winlaton* and Parish of *Ryton* or Parish of *Winlaton* in the County of *Durham*, and terminating by a Junction with the *Lanchester Valley* Railway in the Township of *Conside* and *Knitsley*, Chapelry of *Medomsley*, and Parish of *Lanchester* in the said County of *Durham*:

Secondly, a Railway commencing by a Junction with the said firstly authorized Railway, and terminating by a Junction with the Branch of the *Carlisle* Railway from *Blaydon* to *Redheugh*, all in the Township of *Winlaton* and Parish of *Ryton* or Parish of *Winlaton* in the said County of *Durham*:

Thirdly, a Railway commencing by a Junction with the said *Lanchester Valley* Railway, and terminating by a Junction with the *Darlington* Railway, all in the said Township of *Conside* and *Knitsley*, Chapelry of *Medomsley*, and Parish of *Lanchester* in the said County of *Durham*:

And the Railways, Stations, Works, and Conveniences constructed by the Company under the Authority of this Act shall for all Purposes become and be Part of their Undertaking.

Previously to Commencement of Bridge over River Derwent, Plans, &c. to be deposited at the Admiralty.

6. Previously to commencing the Bridge over the River *Derwent*, about One Mile from the Junction with the *Carlisle* Railway, or the Works connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Bridge and Works connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company; and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Lights to be exhibited at Night during Construction of Bridge.

7. During the Construction of the said Bridge and Works connected therewith the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, a Light, to be kept burning, by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Bridge the Company shall cause to be hung out or exhibited upon or near to the Centre of the Bridge, every Night, from Sunset to Sunrise, a good and sufficient Light, to be kept burning, by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner and be of such Description and be so used and placed as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall, by Writing under the Hand of the Secretary of the Admiralty, approve of; and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid, they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

8. Where

Restricting Deviation where Limits extend into the River Derwent.

8. Where the Limits of Deviation extend into the River *Derwent* the Railway and other Works shall not deviate from the continuous Centre Line of Way marked on the Plan deposited at the Admiralty, nor shall the Railway deviate at the Site of the said Bridge, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Unauthorized Deviations may be removed by Admiralty, at Expense of Company.

9. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order local Survey, at Expense of Company.

10. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting the River *Derwent*, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may remove Works abandoned or suffered to fall into Decay, at Expense of Company.

11. If any Work to be constructed by the Company in, under, over, through, or across the River *Derwent*, or if any Portion of any Work which affects or may affect any such River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Power to alter the Rates of

12. At or near the Points at which the Railway firstly herein-before described is intended to cross the Roads, numbered on the said deposited Plans

Inclination of certain Roads.

Plans as herein-after mentioned, the Rates of Inclination of those Roads may be altered so that the same when altered shall not exceed the respective Rates of Inclination herein-after mentioned; (that is to say,)

No. on Plan.	Township.	Proposed Inclination.
183	Winlaton - - -	1 in 10.
23	Medomsley - -	1 in 14 on one Side and 1 in 16 on the other.
19	Ebchester - - -	1 in $7\frac{3}{4}$ on one Side and 1 in $8\frac{1}{2}$ on the other.
17	Benfieldside - -	1 in $13\frac{1}{2}$ on one Side and 1 in 43 on the other.
24	Ditto - - -	1 in $11\frac{1}{2}$ on one Side and 1 in $17\frac{1}{2}$ on the other.
61	Ditto - - -	1 in $13\frac{1}{2}$.

Power to alter engineering Works.

13. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work, as described, be not altered, or they may substitute any other engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon: Provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Land for extraordinary Purposes.

14. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may, by Agreement, purchase any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceed Five Acres.

15. The

Power to stop up certain Streets.

15. The Company may stop up and discontinue as public Thoroughfares the before-mentioned Streets or Places called *Stokoe Street*, *Argyle Place*, and *Argyle Terrace*, and the before-mentioned Part of *Minden Street*, or Parts thereof, and appropriate the Sites thereof to the Purposes of the Company, but such Stoppage up and Appropriation shall not take place until the Company have made a new public Street, and paved, flagged, and sewered the same to the Satisfaction of the Council of the said Borough, in continuation of *Nelson Street*, as shown on the deposited Plans, commencing at the Easterly End of *Nelson Street*, and terminating by a Junction with *Argyle Street* near to *Regent Street*, all in the said Township and Parish of *All Saints* or Parish of *Saint Nicholas*, but no other of the Streets, Roads, public Ways or Passages within the Borough of *Newcastle-upon-Tyne* shall, without the previous Licence in Writing of the Mayor, Aldermen, and Burgesses of the said Borough, be taken, used, appropriated, or in any way interfered with under the Powers of this Act or any Acts incorporated therewith.

Powers for compulsory Purchases limited.

16. The Powers for the compulsory Purchase or taking of Lands for the Purposes or Objects of this Act shall not be exercised after the Expiration of Two Years from the Thirtieth Day of *November* next after the passing thereof.

Nothing to prejudice or affect a certain Action now pending.

17. Provided always, That nothing in this Act contained shall prejudice or affect the Action now pending between *George Tallentire Gibson* and the Company, and the Company shall not, without his Consent, require that the Purchase Money or Compensation to be paid for any Lands belonging to the said *George Tallentire Gibson*, and required by them for the Purposes of this Act, shall be determined or assessed until after the Expiration of Two Years from the passing of this Act, and the Jury or Arbitrator by whom the Value of the said Lands shall be assessed shall take into account the Value of any Tolls to which the said *George Tallentire Gibson* may be entitled in respect of the Lands required by the Company or any Part of them, and of which Tolls he may be deprived by the taking of such Lands, but this Provision shall in no way preclude the Company from taking possession of those Lands under the Powers of "The Lands Clauses Consolidation Act, 1845."

Company, if required by G. T. Gibson, to exclude from Purchase certain Property herein named.

18. In purchasing the Property of the said *George Tallentire Gibson*, numbered on the deposited Plans 13 and 14 in the Township of *Byker*, the Company shall, if required by him, exclude from such Purchase so much of the said Property at the Eastern End thereof as together with the existing Road or Way will admit of the Construction of a Roadway of the Width of Fifty Feet.

Company not to alter, &c. a certain

19. The Company shall not alter or interfere with any Part of the Road or Street in the Borough of *Newcastle-upon-Tyne*, numbered on the

tain Road in Newcastle-upon-Tyne.

the deposited Plans 66, in the Township of *All Saints* in the said Borough which is situate to the North of the existing Tunnel under the same.

Works to be completed by 30th Nov. 1866.

20. The Railways by this Act authorized shall be completed within Four Years from the Thirtieth Day of *November* next after the passing thereof, and on the Expiration of that Period the Powers by this Act or the Act incorporated therewith granted for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those Railways as shall then have been completed, and also except those Powers which are by the same Acts or any of them declared to be continued, or which may lawfully be exercised for a longer Period.

If Railways not completed by 30th Nov. 1866 certain Dividends to be suspended until Lines opened.

21. After the Expiration of Four Years from the Thirtieth Day of *November* next after the passing of this Act, the Payment of any Dividend on the ordinary Capital of the Company shall be suspended until the Railways by this Act authorized shall have been completed and opened for public Traffic.

Lands of Carlisle and Darlington Companies not to be taken, nor their Railways interfered with, except for the Purpose of forming Junctions therewith.

22. The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take or use any of the Land or Property of the *Newcastle-upon-Tyne and Carlisle* Railway Company, herein-after called "the *Carlisle* Company," and the *Stockton and Darlington* Railway Company, herein-after called "the *Darlington* Company," or either of them, or in any Manner alter, vary, or interfere with their respective Railways, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming Junctions therewith respectively, as shown on the said Plans, and as may be otherwise mutually agreed upon between and by the Company and those Companies respectively under the Provisions of this Act.

Communications with the Railways of the Carlisle and Darlington Companies to be made to their Satisfaction.

23. All Communications between the Railways firstly and secondly hereby authorized and the Railways of the *Carlisle* Company, and between the Railway thirdly hereby authorized and the *Darlington* Railway, and all Openings in the Ledges and Flanches of those respective Railways for effecting any such Communication, shall be made and effected, at the Expense of the Company, in a substantial and workmanlike Manner, by means of connexion Rails and Points constructed and laid down under the Direction and Superintendence and to the reasonable Satisfaction of the Engineers for the Time being of the *Carlisle* and *Darlington* Companies respectively, or of some Person duly authorized by them respectively for that Purpose.

Company to be at the Expense of

24. The Company shall from Time to Time and at all Times hereafter maintain and keep in good and proper Order and Condition the Switches

Switches and Points at the Places of Communication between the Railways hereby authorized and the Railways of the *Carlisle* and *Darlington* Companies respectively, and shall, at their sole Expense, hire and employ proper and sufficient Persons to watch and regulate the same; or such Switches, Points, and Persons shall, at the Option of the *Carlisle* and *Darlington* Companies respectively, be in the first instance so maintained, kept, hired, and employed by those Companies respectively, in which Case the Company shall, on Demand, from Time to Time repay to those Companies respectively the Costs and Expenses thereby incurred by them respectively,

maintaining and watching the Points.

25. The Company shall at their sole Expense erect, and from Time to Time and at all Times hereafter maintain, such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as may be necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near any of the Junctions between the Railways hereby authorized and the Railways of the *Carlisle* and *Darlington* Companies respectively, or, at the Option of the *Carlisle* Company and the *Darlington* Company respectively, such Signals, Works, and Conveniences may be erected, maintained, and altered, and such Watchmen, Pointsmen, and other Servants may be appointed and removed, by those Companies respectively, as the Case may be, in which Case the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to those Companies respectively; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Carlisle* Company and the *Darlington* Company respectively, as the Case may be, on Demand, and in default the Amount unpaid may be recovered from the Company in any Court of competent Jurisdiction.

Signals, &c, to be erected and maintained and Persons appointed to prevent Danger at Points of Junction.

26. In order as far as practicable to facilitate the Transmission of Traffic passing to or from the *Darlington* Railway and the *South Durham and Lancashire Union* Railway, or either of them, or any Place on or beyond those Railways from or to the Railways by this Act authorized and the Town and Borough of *Newcastle-upon-Tyne*, without undue Interruption or Delay, the Company shall and they are hereby required to afford at all Times such reasonable and proper Facilities and Accommodation upon the Railways by this Act authorized, and at their several Stations thereon, and at *Newcastle-upon-Tyne*, and to Perform such Services in the Transmission of such Traffic upon the said last-mentioned Railways as shall effectually secure the Objects aforesaid, and the Company shall make such Arrangements for booking at their

For facilitating Transmission of Traffic between Railways hereby authorized and the Darlington and South Durham and Lancashire Union Railways.

their said Stations all Passengers, Animals, Goods, Parcels, Minerals, and other Traffic which may be offered thereat for Transmission over the Railways by this Act authorized to any Part of or over the *Darlington* and *South Durham and Lancashire Union* Railways or either of them as shall be Necessary for the Convenience of such Traffic, and the due and punctual Transmission thereof, and shall also if required by the *Darlington* and *South Durham and Lancashire Union* Railway Companies respectively carry on such Traffic in Carriages, Waggons, and Trucks belonging to or to be supplied by those Companies or either of them, so that no Change of Carriage shall be required in the Transmission of any Traffic to or from the *Darlington* and *South Durham and Lancashire Union* Railways or either of them, and from or to any Part of the Railways by this Act authorized, or the said Stations of the Company.

Differences as to the Facilities to be afforded to be referred to Arbitration.

27. All Differences which may arise between the Company and the *Darlington* and *South Durham and Lancashire Union* Railway Companies, or either of them, with reference to the Nature and Extent or Supply of the Facilities and Accommodation and Services to be afforded and performed, as aforesaid, shall from Time to Time be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

For facilitating Transmission of Traffic between the Railways hereby authorized and the other Railways of the Company over the Carlisle Railway.

28. In order as far as practicable to facilitate the Transmission of Traffic passing to or from the Railways by this Act authorized from or to the Town or Borough of *Newcastle-upon-Tyne* and *Redheugh* near *Gateshead* without undue Interruption or Delay, the *Carlisle* Company shall and they are hereby required to afford at all Times such reasonable and proper Facilities and Accommodation at the Points of Junction of the Railways firstly and secondly hereby authorized with their Railways and on their Railways between those Points of Junction respectively and the Railways and Stations of the Company at *Newcastle-upon-Tyne* and *Redheugh* respectively, and to perform such Services in the Transmission of such Traffic upon and over those respective intervening Portions of the *Carlisle* Railway, as shall effectually secure the Objects aforesaid, and shall also, if required by the Company, carry on such Traffic over those respective intervening Portions of the *Carlisle* Railway in Carriages, Waggons, and Trucks belonging to or to be supplied by the Company, so that no Change of Carriage shall be required in the Transmission of any Traffic to or from or over those Portions of the *Carlisle* Railway from or to any Part of the Railways by this Act authorized or the said Points of Junction thereof respectively with that Railway, or from or to the other Railways of the Company at *Newcastle-upon-Tyne* and *Gateshead* respectively.

29. All

Differences as to the Facilities to be afforded to be referred to Arbitration.

29. All Differences which may arise between the Company and the *Carlisle* Company with reference to the Nature and Extent or Supply of the Facilities, Accommodation, and Services to be afforded and performed as aforesaid shall from Time to Time be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Abandonment of a Portion of the Stockton and Darlington and Newcastle and Carlisle Union Railway.

30. The Union Company shall abandon and relinquish the Construction of so much of the Main Line of Railway and Works as was authorized by "The *Stockton and Darlington and Newcastle and Carlisle Union* Railway Act, 1856," to be constructed between the *Carlisle* Railway and a Field in the Township of *Consett* and *Knitsley* in the County of *Durham*, numbered 212 on the deposited Plans relating to that Main Line of Railway, and so much of the same Main Line as was authorized to be constructed between the Point of Junction therewith of the Branch Railway authorized by the said Act and the authorized Point of Junction of the said Main Line with the *Darlington* Railway.

Compensation to be made where Contracts have been entered into or Notices given.

31. Provided always, That in any Case where before the passing of this Act any Contract hath been entered into or Notice given by the Union Company for purchasing any Lands which that Company were empowered to purchase for the Purpose of constructing the Portions of their Railway so required to be abandoned as aforesaid, the Union Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed, pursuant to such Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the Formation of the aforesaid Portions of Railway, shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Union Company were so empowered to purchase as aforesaid to receive from that Company Compensation for any Damage that may have been occasioned by the Entry of that Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in the said Lands Clauses Consolidation Act contained.

Additional Capital may be raised.

32. The Company may raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to their Undertaking, or in part by each of those Means, the Sum of One hundred and sixty-five thousand Pounds, in addition to the Sums of Money they are authorized

rized to raise by any of their former Acts, or may be authorized to raise by any other Act to be passed during the present Session of Parliament, and all and every Part of the Money so to be raised shall be applied to the Purposes of the Railways and Works connected therewith or Objects by this Act authorized, and to no other Purposes whatsoever.

Additional Capital to be divided into new Shares or Stock.

33. The Monies or Capital so to be raised may be divided into new Shares of any nominal Value, or the same may be raised by new Stock of the Company, and such new Shares or Stock shall be issued and disposed of or distributed in such Manner, and (subject to the Provisions of this Act) upon such Terms, and subject to such Provisions and Restrictions, and with such Rights, as any General Meeting of the Company shall from Time to Time direct or authorize or attach thereto, and shall be considered as Part of the general Capital of the Company; and all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," which are incorporated with this Act, shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock, and to the respective Proprietors thereof for the Time being, in the same Manner in all respects as if the same were (within the Meaning of the same Clauses and Provisions) original Capital and original Shares or Stock, except as to the Amount and Time of making and Payment of Calls, which (subject as herein-after mentioned) the Directors of the Company shall fix from Time to Time as they shall think proper: Provided that the total Sums to be ultimately paid in respect of such Shares or Stock shall not be less than the nominal Amount of such Shares or Stock.

Power to borrow on Mortgage.

34. The Company from Time to Time may raise by borrowing on Mortgage any Sums not exceeding in the whole the Sum of Fifty-five thousand Pounds, in addition to the Sums which they are authorized to borrow under any of the existing Acts of Parliament relating to the Company; but no Part of such Sum shall be borrowed until Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares have been *bonâ fide* taken up and are held by Persons or their Assigns, and for which such Persons or their Assigns shall be legally liable, and One Half thereof shall have been actually paid up; and every Part of the Monies to be raised under this Act by borrowing shall be applied only in carrying into execution the Powers of this Act: Provided always, that all Mortgages created by the Company under the Powers of any of the existing Acts of Parliament relating to the Company, and which shall be subsisting at the passing of this Act, shall

Saving Rights of existing Mortgagees

shall have Priority over all Mortgages to be created by the Company under the Powers of this Act.

Certain Provisions of 8 & 9 Vict. c. 16. extended to this Act.

35. All the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

With respect to the Construction of the Act and of other Acts to be incorporated therewith;

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of borrowed Money into Capital; and

With respect to the giving of Notices,

Shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act, and apply to the Company, and the Shareholders thereof, and to the Capital authorized by this Act.

Rights of new Shareholders to be in proportion to the Value of new Shares or Stock.

36. Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, every Person who shall accept or become entitled to any such new Shares or Stock shall in respect thereof be a Shareholder of the Company, and be considered to have subscribed towards the Capital thereof, and of the Undertaking, to the Extent of the nominal Amount of the Shares or Stock so accepted by him in the Undertaking; and such new Shares or Stock shall, unless otherwise provided by the prescribed Terms of Issue or Creation, confer on the respective Holders or Proprietors thereof Rights of Voting and Qualifications in proportion to the aggregate nominal Value of such Shares or Amount of such Stock, and not in proportion to the Number of such Shares; and for such Purposes every entire Sum of Fifty Pounds of such nominal Value of Shares or Amount of Stock shall be equivalent to One Share of Fifty Pounds in the original Capital of the Company; and no Shareholder shall vote in respect of any Number of such new Shares, or any Amount of such new Stock, which shall constitute a less Interest in the Capital of the Company than Fifty Pounds.

Power to assign Preference to new Shares or Stock.

37. With the Approbation of Three Fifths at least of the Votes of the Proprietors present, in person or by Proxy, at any Meeting of the Company specially convened for the Purpose, the Company may assign to any new Shares or Stock to be created by virtue of this Act such

Dividend, not exceeding Five Pounds *per Centum per Annum*, in preference to or so as to rank or be paid *pari passu* with (if so determined) the Dividends upon any other Shares or Stock of the Company (except as in this Act subsequently provided with respect to Shares or Stock theretofore created and issued), as any such Meeting may from Time to Time direct; provided that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Terms, &c. to be stated on Certificates.

38. The Terms and Conditions of such preferential Capital shall be stated on the Certificates of the Shares or Stock therein.

Dividends to be a Charge against joint Revenue.

39. The Dividends (whether Preference or not) payable in respect of any such Shares or Stock shall be a Charge upon and shall be payable out of the joint net Revenue of the Company, prior to any Division of the Balance or Residue thereof, and Appropriation of the respective Shares of such Balance or Residue to the separate Accounts of or amongst the respective Classes of Proprietors of the other Shares or Stocks in the several Capital Stocks of the Company.

Saving Rights of Holders of existing Preference Shares.

40. Provided always, That any Preference or Priority in the Payment of Interest or Dividends on any Shares or Stock to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any Act passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Calls.

41. Provided also, That Twenty Pounds *per Centum* on the nominal Amount of a Share shall be the greatest Amount of any One Call which the Company may make on the Holders of Shares created in respect of the Money by this Act authorized to be raised, and Three Months at the least shall be the Interval between successive Calls.

Tolls to be taken as in 17 & 18 Vict. c. ccxi.

42. The Company are hereby authorized and empowered (subject nevertheless to the Provisions contained in this Act, and in "The *North-eastern* Railway Company's Act, 1854," or any Act which may be passed during the present Session of Parliament relating to the *North-eastern* Railway Company,) to demand, receive, and take, for or in respect of Passengers, and of the several Articles, Matters, and Things, and of all Descriptions of Animals, conveyed on the Railways by this Act authorized to be made, and also for the Use of Carriages and Locomotive Engines or other Power supplied by the Company thereon, such and the like Rates, Tolls, or other Charges as by "The *North-eastern* Railway Company's

pany's Act, 1854," are authorized to be demanded and received for the like Passengers, Animals, Articles, Matters, and Things conveyed on their Railways and for the Use of the like Carriages and Locomotive Engines or other Power supplied by the Company on the same Railways, in like Manner as if the Railways hereby authorized had formed Part of the *North-eastern* Railway when the said last-mentioned Act was passed and had been included therein.

Power to apply Monies raised under existing or future Acts to the Purposes of this Act.

43. The Company may appropriate and apply to the Purposes of this Act any of the Monies which under and by virtue of their existing Acts or of any other Act of the present Session of Parliament they have raised or are or may be authorized to raise, and which shall not be wanted for the Purposes of those Acts.

Powers of Act to be exercised by the Directors.

44. All the Powers by this Act conferred upon the Company may (except where directed to be exercised only at a General Meeting of the Company) be exercised by the Directors of the Company, but nevertheless in accordance with and subject to the Provisions of this Act and of the Acts incorporated herewith, and also subject to the Control and Regulation of any General Meeting specially convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General Meeting.

Interest not to be paid on Calls paid up.

45. The Company shall not out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of 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 Interest on Money paid in anticipation of Calls in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of the Company's Capital.

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

Saving Rights of the Crown.

47. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's

Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, which Consent such Commissioners are hereby respectively authorized to give, neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Railways not exempt from Provisions of present and future General Acts.

48. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or the Rates for small Parcels.

Expenses of Act.

49. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

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