ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

****

Cap. cxliii.

An Act to enable the *Whitehaven and Furness Junction* Railway Company to make Branches and other Works, and to extend their Railway from *Millom* in the County of *Cumberland* to join the *Furness* Railway in the Parish of *Dalton* in the County of *Lancaster;* to raise further Capital; and for other Purposes.

[29th *June* 1865.]

WHEREAS by "The *Whitehaven and Furness Junction* Railway Act, 1845," the *Whitehaven and Furness Junction* Railway Company were incorporated for making a Railway from *Whitehaven* in the County of *Cumberland* to a Point of Junction with the *Furness* Railway in the Parish of *Dalton* in the County Palatine of *Lancaster*, and were authorized to raise a Share Capital of Three hundred and fifty-six thousand Pounds, and to raise One hundred and sixteen thousand six hundred Pounds by borrowing: And whereas "The *Whitehaven and Furness Junction* (*Whitehaven* Extension and *Kirksanton* Deviation) Railway Act, 1846," enabled the Company to make a Deviation from their Line of Railway, and to construct an Extension thereof to a Point of Junction

8 & 9 Vict. c. c.

9 & 10 Vict. c. cccxx.

with the *Whitehaven Junction* Railway, and to raise a further Sum of Twenty-five thousand Pounds by the Creation of new Shares or Stock, and also the Sum of Eight thousand three hundred and thirty-three Pounds by borrowing: And whereas "The *Whitehaven and Furness Junction* Railway Amendment Act, 1848," enabled the Company to divert their Line of Railway, and to extend the same from *Sillcroft* to *Foxfield*, and to abandon a Portion of their Railway between *Sillcroft* and *Ireleth*, and to make Branches to *Whitehaven* Harbour: And whereas "The *Whitehaven and Furness Junction* Railway Amendment Act, 1853," enabled the Company to raise the said Sum of Twenty-five thousand Pounds, either in the Manner authorized by the Act secondly herein recited, or by the Creation and Issue of Preference Shares: And whereas by that Act the Company were authorized to make and maintain certain Branch Railways or Tramways, therein described as Number One and Number Two in the Township of *Whitehaven*, and Number Three in the Parish of *Muncaster*, which first-mentioned Railway is made, and is open to the Public: And whereas by "The *Whitehaven and Furness Junction* Railway Act, 1857," the Construction of the Two last-mentioned Railways was abandoned, the same having been superseded by other Railways: And whereas the said several Sums of One hundred and sixteen thousand six hundred Pounds and of Eight thousand three hundred and thirty-three Pounds, by the said Two first-recited Acts authorized to be borrowed as aforesaid, have been borrowed accordingly, and have been expended in carrying into effect the said Undertaking: And whereas the Share Capital of the Company authorized by the said recited Acts to be raised amounted in the aggregate to the Sum of Three hundred and seventy-five thousand Pounds, but the same was, in virtue of the Powers to that Effect conferred by the said Two last-recited Acts, reduced to the Sum of Three hundred and forty-five thousand Pounds: And whereas by "The *Whitehaven and Furness Junction* Railway Act, 1857," it was enacted that the Capital of the Company should be Three hundred and sixty-four thousand nine hundred and twenty-six Pounds, and in virtue of that Act the Sum of Eighty thousand five hundred Pounds of Share Capital in the Hands of the Company, and not appropriated or disposed of, have been cancelled by the Company, and new Capital created by the Issue of Preference Shares in lieu thereof to the Amount of Seventy thousand Pounds, and the whole Capital of the Company now consists of the following; (that is to say,) of Ordinary Shares the Sum of Two hundred and twenty-seven thousand five hundred Pounds, and of Preference Shares the Sum of One hundred and seven thousand Pounds, amounting in the aggregate to the Sum of Three hundred and thirty-four thousand five hundred Pounds: And whereas it is expedient that the Company be authorized to widen and enlarge their Railway, to make Branches

11 & 12 Vict. ccxxviii.

16 & 17 Vict. cclxxi.

20 & 21 Vict. c. cxxii.

and

and other Works, to extend their Railway to a Junction with the *Furness* Railway in the Parish of *Dalton*, and to raise additional Capital for such Purposes: And whereas Plans and Sections of the said intended Railways and Works showing the Lines and Levels thereof, together with a Book of Reference to said Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in or through which the same will pass, have been deposited with the Clerk of the Peace for the County of *Cumberland* at his Office in *Carlisle*, and with the Clerk of the Peace for the County of *Lancaster* at his Office at *Preston*: And whereas it is expedient that Working Agreements and Arrangements as to Traffic and Tolls be authorized to be entered into between the Company and the *Whitehaven, Cleator, and Egremont* Railway Company; but these Purposes 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, to the Effect and in manner following; (that is to say,)

Interpretation.

1. In this Act the Expression "the Company" shall mean throughout the *Whitehaven and Furness Junction* Railway Company.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Whitehaven and Furness Junction* Railway Act, 1865."

8 & 9 Vict. cc. 18. & 20., 22 & 23 Vict. c. 59., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," "The Railway Companies Clauses Arbitration Act, 1859," Part II., relating to additional Capital, of "The Companies Clauses Act, 1863," and Part I., relating to Construction of a Railway, and Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," shall, so far as not expressly altered by this Act, be incorporated with and shall form Part of this Act.

Same Meanings to Words in this Act as in incorporated Acts.

4. The usual Words and Expressions to which, by the Acts in whole or in part incorporated with this Act, Meanings are assigned, have in this Act the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction.

Power to raise additional Capital by new Shares.

5. The Company may from Time to Time (in addition to the Sums which they are authorized to raise by the recited Acts) raise, by the Creation of new Shares in their Undertaking of such Amounts as shall

shall allow the same to be conveniently apportioned among the Shareholders, or disposed of according to a Resolution of any Ordinary or Special Meeting of the Company, any further Sum of Money not exceeding in the whole One hundred and thirty thousand Pounds for the Purposes of this Act.

Aggregate Amount of Capital of the Company.

6. From and after the passing of this Act the aggregate Capital of the Company shall be Four hundred and sixty-four thousand five hundred Pounds, consisting of Ordinary Shares in the Company now held to the nominal Value of Two hundred and twenty-seven thousand five hundred Pounds, and Preference Shares created and issued to the nominal Amount of One hundred and seven thousand Pounds, and the new Ordinary or Preference Shares which the Company are by this Act authorized to issue of the nominal Amount of One hundred and thirty thousand Pounds.

Shares not to issue until One Fifth paid up.

7. It shall not be lawful for the Company to issue any Share to be created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls on new Shares as Directors think fit.

8. The Directors of the Company are hereby empowered (subject to any Restrictions imposed upon them by the Company) to call up the Amount of such Shares by such Instalments and payable at such Times as they may think fit, and the several Proprietors of such new Shares shall be and are hereby united and incorporated with the Company.

Calls on new Shares to be of certain Amount and Intervals.

9. Five Pounds shall be the greatest Amount of any One Call which the Company may make on the Shareholders in respect of any new Shares created and issued by virtue of this Act, and Three Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made upon any Share in any One Year.

Dividends on new Shares.

10. Every Person who shall become entitled to any new Share shall, in respect of the same, be a Shareholder, and, unless the Rate of Dividend thereon be before the Time of the Issue thereof otherwise resolved by the Company, be entitled to a Dividend with the other Holders of the Ordinary Capital of the Company proportioned to the whole Amount from Time to Time paid on such new Shares.

Power to attach Preference to new Shares.

11. Any new Shares to be created by virtue of this Act for the Purpose of raising all or any Portion of the Capital hereby authorized

rized may be of such Amount, and may have such Preference or Priority in the Payment of Interest or Dividends, as the Company, with the Approbation of Three Fifths at least of the Votes of the Shareholders present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, shall determine.

Privileges and Votes in respect of new Shares.

12. All Persons and Corporations who shall become entitled to any such new Share or Shares, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Proprietors of Shares in the Undertaking, and to be interested therein, and entitled to Dividends and Profits and to vote in respect thereof, in proportion to the Amount of such new Share or Shares.

Dividends on Preference Shares not to exceed Six per Centum.

13. No new Share created and issued by virtue of this Act shall have or shall entitle any Shareholder to receive any fixed or preferential Dividend exceeding the Rate of Six Pounds *per Centum per Annum* on the Amount from Time to Time paid up thereon.

Power to Company to cancel unissued Shares.

14. If, after having created any new Shares under this Act, the Company determine not to issue the whole of such Shares, they may cancel the unissued new Shares, and may from Time to Time thereafter create and issue in lieu thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled.

Application of new Shares in satisfaction of Mortgages.

15. The Company may from Time to Time, by Agreement with any Mortgagee of the Company, allot to him any new Shares from Time to Time created under this Act in satisfaction of all or any Part of his Mortgage Debt, and upon every such Allotment the Shares so allotted shall be deemed fully paid, and the Mortgages in respect whereof those Shares are so allotted shall thereupon be extinguished: Provided always, that the Company shall not allot to any Mortgagee any Shares exceeding in the aggregate the Amount of the Principal Money due on his Mortgages in lieu whereof Shares are so allotted to him: Provided always, that the Company shall not again raise by borrowing the Amount of such Mortgage Debt as may be satisfied by any such Allotment of new Shares.

Power to consolidate Shares into Stock.

16. It shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting of the Company, when due Notice for that Purpose shall have been given, to convert or consolidate all or any Part of the Shares then existing in the Capital of the Company, and in respect whereof the whole Money subscribed shall have been paid up, into a general Capital Stock, to

be divided amongst the Shareholders according to their respective Interests therein.

Power to borrow on Mortgage.

17. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole the Sum of Twenty-nine thousand nine hundred Pounds in addition to the Sums authorized to be borrowed by their existing Acts, but no Part of such additional Sum shall be borrowed until the whole Share Capital of the Company under this Act shall have been subscribed for *bonâ fide* and issued, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide* and has been issued, and that One Half thereof has been paid up, and that not less than One Fifth of each Share has been paid on Issue of the same, and that every Share is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Part of Act 8 & 9 Vict. c. 16. incorporated.

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

The Distribution of Capital;
The Transfer and Transmission of Shares;
The Payment of Calls;
The Nonpayment of Calls;
The Forfeiture of Shares;
The Remedies of Creditors against Shareholders;
The Conversion of borrowed Money into Capital; and,
The Consolidation of Shares into Stock; and,
Access to Special Act;

shall, so far as not otherwise provided for, be incorporated with this Act.

Priority of existing Mortgages.

19. Provided always, That all Mortgages granted by the Company before the passing of this Act, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Application of Capital.

20. All Money raised by virtue of this Act shall be applied by the Company for the Purposes authorized by this Act, and in discharging the Liabilities of the Company, and towards the general Purposes of their Undertaking, and to no other Purpose whatsoever.

21. Subject

Railway to be made according to deposited Plans.

21. Subject to the Provisions and Powers of Deviation in this Act and in "The Railways Clauses Consolidation Act, 1845," and in Part I. of "The Railways Clauses Act, 1863," contained, the Railways and Works shall be made in the Line or Course and upon the Lands delineated upon the said Plans, and described in the said Book of Reference, and according to the Levels defined on the said Sections; and, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as may be necessary for the Purposes of the said Railways and the Works connected therewith, or for any Purpose by this Act authorized.

Description of Railways and Works.

22. The Railways and Works which it shall be lawful for the Company to make and maintain, with all proper Works and Conveniences connected therewith, are the following; (that is to say,)

(1.) A Railway commencing by a Junction with the *Whitehaven and Furness Junction* Railway at or near a Point immediately on the North-east Side of the Road which crosses the said Railway near and adjoining to the Booking Office of the Company at *Holborn Hill* Station situate in the Township of *Millom-below* in the Parish of *Millom* in the County of *Cumberland*, and passing from, in, through, or into, or situate within the several Parishes, Townships, and Extra-parochial Places or other Places following, or some of them; (that is to say,) *Millom*, *Millom-below*, and the *Duddon Sands*, all in the County of *Cumberland*, the *Duddon Sands*, *Kirkby Ireleth*, *Above-Town*, *Dalton*, and *Dalton-in-Furness*, all in the County of *Lancaster*, and terminating by a Junction with the *Furness* Railway at a Point situate in the Township of *Above-Town* and Parish of *Dalton* in the County of *Lancaster*, Six hundred Yards or thereabouts Northwards of the Road leading from *Ireleth* in the said Parish of *Dalton*, by the *Marsh Lane*, to the *Duddon Sands* in the same Parish, where such Road crosses the said last-mentioned Railway:

(2.) A Branch Railway commencing by a Junction with the before-mentioned intended Railway at a Point thereon situate in the Marsh Land and Sands belonging to the Right Honourable *William* Earl of *Lonsdale* in the Township of *Millom-below* in the Parish of *Millom* in the County of *Cumberland*, Nine hundred and Fifty Yards or thereabouts Eastwards from the Booking Office of the Station at *Holborn Hill* aforesaid, and terminating in a Close belonging to the said Earl, and occupied by Mr. *Stephen Hartley*, at a Point Three hundred Yards or thereabouts in a South-westerly Direction from the South-west End of the Pier or Jetty at *Crab Marsh Point* in the said Parish of *Millom*, and which said intended Branch Railway will be situate wholly in the Parish of *Millom*:

(3.) The

(3.) The Widening and Enlargement of the present Railway of the Company commencing at or near the Booking Office of the *Saint Bees* Station of the same Railway, and terminating at a Point 25 Chains or thereabouts to the South of the said Station, the whole of which Widening and Enlargement will be situate in the Township of *Saint Bees* in the Parish of *Saint Bees* in the County of *Cumberland*:

(4.) The Widening and Enlargement of the present Railway of the Company, commencing at a Point 22 Chains or thereabouts on the North Side of the Bridge carrying the Railway over the River *Calder* in the Parish of *Saint Bridget, Beckermet*, in the County of *Cumberland*, and terminating at a Point Twenty-two Chains or thereabouts on the South Side of the said Bridge in the Parish of *Ponsonby* in the said County.

Limits within which Railway No. 1. is to be constructed.

23. The Railway No. 1. shall be made within the Limits of Deviation from and between the Point marked Three Furlongs and the Point marked One Mile Three Furlongs on the said deposited Plan and Section, as near to the extreme Northern Line of Deviation shown on the said Plan as the Nature of the Works will allow, and not further Seaward or towards the South than the centre Line of such Railway as delineated on the said Plan.

As to Construction of Viaduct.

24. The Viaduct of such Railway, as shown by the said Plan and Section, and the opening Span or Spans (if any) in such Viaduct, shall be made between the Distance of Six Furlongs and One Mile Two Furlongs from the Commencement of the Railway as marked on the same Plan.

As to Construction of Railway No. 2.

25. No Part of the Works of the Railway No. 2. between the Junction thereof with the Railway No. 1. and the Point marked Three Furlongs on the deposited Plan and Section of said Railway No. 2. shall be made nearer to the centre Line as delineated on the deposited Plan than Fifty Yards from the extreme Southern Line of Deviation.

Construction of Railway No. 2. on Lands leased to the Hodbarrow Mining Company.

26. Within the Boundary of the Lands belonging to the Right Honourable *William* Earl of *Lonsdale* situate in the Parish of *Millom* in the County of *Cumberland*, and now demised by Lease to the *Hodbarrow* Mining Company, the Railway No. 2. shall be made upon such Line, with such Levels, and in such Manner as may be agreed upon by the Company and by the said Mining Company, and in case they shall differ respecting the same, then in such Manner as may be determined by the Board of Trade, or whom such Board may appoint for that Purpose.

27. The

Certain Part of Railway to be constructed upon open Piling.

27. The said first-mentioned Railway shall be constructed across the *Duddon* Estuary for a Distance of One thousand Yards continuously at the least, commencing from the Point marked on the deposited Plan of Railway No. 1. as One Mile in a Direction towards the *Furness* Railway, upon open Piling, and it shall be referred to an Engineer, to be appointed by the President of the Board of Trade for the Time being, to consider and determine whether any, and, if any, what greater Length of Railway than One thousand Yards as aforesaid ought to be constructed upon open Piling for the Purpose of avoiding any Injury which, in consequence of the Construction of the said Railway, might accrue to the Channels forming the Approaches to the *Duddon* Estuary and to *Barrow* Docks, and the said *Whitehaven and Furness Junction* Railway Company shall construct such additional Length of open Piling continuously as aforesaid as the said Engineer to be appointed as aforesaid shall decide to be necessary.

Diversion of Roads.

28. Subject to the Provisions in this Act, and of the Acts and Parts of Acts incorporated herewith, the Company may deal with the several Roads numbered on the deposited Plans; (that is to say,) as to Road No. 8. on the Plan, in the Parish of *Millom*, the same shall be carried under the said Railway at a Point Fifteen Chains from the Point of Junction at *Holborn Hill* by an under Bridge of the clear Headway of Twelve Feet, and with a Roadway of Twelve Feet wide; as to the Three other Roads or Tracks, the same may be diverted to a Point Three Miles and Three Chains from the Junction of Railway No. 1. with the Main Line of the Company, and there be carried by a Bridge over the said Railway.

Land for extraordinary Purposes.

29. For any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," the Company from Time to Time may purchase by Agreement, in addition to the other Lands which they are authorized to purchase, any Quantity of Land not exceeding in the whole Three Acres.

Powers for compulsory Purchases limited.

30. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for Completion of Works.

31. The Railways and Works by this Act authorized shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the same respectively shall cease to be exercised, except as to so much thereof respectively as is then completed.

Security for Completion of Railway.

32. If the Railways by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing and opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Tolls on Railways.

33. Except as mentioned herein and in the Schedules hereto, the Company from Time to Time may demand and take, in respect of the several Railways by this Act authorized, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Company thereon, and for all other Matters with respect to the Traffic thereon, a like Amount of Tolls, Fares, Rates, and Charges as by the several recited Acts the Company are authorized to demand and take in respect of the Railways thereby authorized, and for like Traffic and Services, and in like Manner, and with and subject to the like Powers and Provisions in all respects, as if the Railways by this Act authorized had originally been Part of the Company's original Undertaking: Provided always, that as respects the Animals and Articles, Matters and Things, mentioned in Section Twenty-second of the second-recited Act, the Tolls, Rates, and Charges shall not exceed those specified in the said Section in respect of such Animals, Articles, Matters, and Things.

Maximum Tolls.

34. Provided that the maximum Charges to be made by the Company with respect to Tolls, Fares, Rates, and Charges for the Use of the Railways by this Act authorized, or any Part thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of Traffic thereon, shall not exceed the several Sums in that Behalf limited by the said recited Acts and this Act.

Railways, &c. to form Part of Company's Undertaking.

35. The Railways and Works by this Act authorized, and the Works and Conveniences connected therewith, shall form Part of the Undertaking of the Company in all respects as if the same were authorized by the first-recited Act.

36. The

Mode of effecting Communications with the Furness Railway.

36. The Communications between the Railway and the *Furness* Railway shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Furness* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects: Provided always, that in case of Difference between such Engineer and the Engineer of the Company with respect to any Works for effecting such Communications, the same shall be determined by an Engineer to be appointed by the Board of Trade.

Power to enter into certain Traffic Arrangements with other Companies.

37. The Company may from Time to Time enter into any Agreement or Agreements with the *Whitehaven, Cleator, and Egremont* Railway Company, or either of them, or may ratify and confirm any such Agreements already made, with respect to the following Purposes, or any of them; (that is to say,)

The Use by the Company of all or any Part of the Railways of *Whitehaven, Cleator, and Egremont* Railway Company which are or shall be situated in the County of *Cumberland*, or any of them, and the Use of the Works and Conveniences belonging thereto respectively:

The Conveyance by the Company of the whole or any Part of the Traffic upon the said last-mentioned Railways respectively:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies in respect of the Traffic conveyed over their several Railways, or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Reference to Arbitration of any Differences or Disputes which may happen or arise between the Company and the said Companies, or either of them, respecting the Premises, in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845."

Charge for short Distances.

38. During the User by the Company of the *Whitehaven, Cleator, and Egremont* Railway the Rates and Charges for a less Distance than Six Miles partly upon the said Railway and partly on the Railway of the Company shall be once only for Six entire Miles, in the same Manner as if the Two Railways formed One continuous Line of Railway.

Confirmation of Agreements between the Company

39. And whereas Two Agreements, dated respectively the Fourteenth Day of *November* One thousand eight hundred and sixty-four, have been made and entered into between the Company and the *Whitehaven,*

and the Whitehaven, Cleator, and Egremont Company.

Whitehaven, *Cleator*, *and Egremont* Railway Company, the one being a Traffic Agreement, and the other an Agreement with respect to Tolls on Iron Ore, Stone, Lime, and Coal, Copies of which Agreements are set forth in the Schedules A. and B. to this Act annexed, and it is expedient that the said Agreements respectively be confirmed: Therefore the said Agreements, Copies of which are set forth in the said Schedules to this Act, are hereby declared valid, and the same are hereby ratified and confirmed, and declared to be binding on the said Companies respectively.

Interest on Dividends not to be paid on Calls.

40. 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 Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital of the Company: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

41. The Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 other Railway, or to execute any other Work or Undertaking.

Railway, &c. not exempt from Provisions of present and future General Acts.

42. Nothing herein contained shall be deemed or construed to exempt the Railway and Works from the Provisions of any General Act relating to Railways, or to the better or 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 the future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, by this or the said recited Acts authorized.

Saving Rights of the Crown.

43. 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 previous Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land

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); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority now or from Time to Time vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown and the Duchy of Lancaster.

44. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Expenses of Act.

45. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

SCHEDULE A.

ARTICLES OF AGREEMENT made the Fourteenth Day of November One thousand eight hundred and sixty-four between the Whitehaven and Furness Junction Railway Company, herein-after called "The Whitehaven and Furness Company," of the one Part, and the Whitehaven, Cleator, and Egremont Railway Company, herein-after called "The Cleator Company," of the other Part.

Whereas Articles of Agreement, dated the Thirteenth of November One thousand eight hundred and fifty-six, were entered into between the said Whitehaven and Furness Company and the said Cleator Company, whereby, amongst other things, it was covenanted, declared, and agreed that the Whitehaven and Furness Company should, on or before the Thirty-first Day of December then next, construct Railway Sidings and Works adjoining the then Line of Railway near Corkickle in the Township of Preston Quarter, as shown upon a Plan marked A., prepared by Mr. Drane, Civil Engineer, and identified by the respective Signatures of the Right Honourable the Earl of Lonsdale, Chairman of the first-named Company, and of Anthony Benn Steward, Esquire, Chairman of the second-named Company, for facilitating the Interchange of Traffic and the Conveyance of Goods and Passengers to and from the Whitehaven, Cleator, and Egremont Railway (herein-after called the Cleator Railway), and should forthwith purchase such additional Land as might be required for the Construction of such Sidings and Works, and should also maintain and keep the same in proper Repair and working Order; and that the Cleator Company should pay to the Whitehaven and Furness Company the Sum of Two thousand Pounds towards the Cost of the Permanent Way Materials then already provided and used in the Construction of a Second Line of Rails on the Whitehaven and Furness Junction Railway (herein-after called the Whitehaven and Furness Railway) between the Terminus of the Cleator Railway near Mirehouse and the Whitehaven Tunnel, and towards the Cost of executing the intended Sidings and Works, as shown on the said Plan, such Payment to be made in Two equal Moieties, (that is to say,) One thousand Pounds on the Agreement now in recital receiving the Sanction of the Board of Trade, and One thousand Pounds on the Completion of the said Sidings and Works, and their being sanctioned for opening by the Board of Trade:

And whereas the last-mentioned Agreement was duly sanctioned by the Board of Trade, and the Sidings and Works have been completed and sanctioned for opening by the Board of Trade, and the Sum of Two thousand Pounds has been paid by the Cleator Company to the Whitehaven and Furness Company:

And whereas further Articles of Agreement, dated the Fifth of March One thousand eight hundred and fifty-seven, were entered into between the Whitehaven and Furness Company and the Cleator Company for regulating the Tolls and Charges for, and the Traffic of, Iron Ore, Stone, Lime, and Coal on the said Railways:

And

And whereas it has been agreed between and by the said Whitehaven and Furness Company and the said Cleator Company that the several Clauses and Conditions contained in the said recited Agreements of the Thirteenth of November One thousand eight hundred and fifty-six and the Fifth of March One thousand eight hundred and fifty-seven, and now capable of taking effect, should cease and be of no Effect at and from the First of January One thousand eight hundred and sixty-five, and that the present Agreement should take effect on and from that Date:

Now these Presents witness that it is hereby covenanted and agreed by and between the said Companies Parties hereto, for themselves respectively and their respective Successors and Assigns, as follows:

1. That the Cleator Company shall pay to the Whitehaven and Furness Company the Sum of Twenty Pounds per Annum, by even and equal half-yearly Payments on the Thirtieth Day of June and the Thirty-first Day of December in each Year, during the Term of Ten Years from the First Day of January One thousand eight hundred and sixty-five, towards the Cost of maintaining the Sidings, Lines, and Works shown on a Plan marked B., coloured Yellow and Red, and identified by the Signatures of the Secretaries of the respective Companies Parties hereto, and that in consideration of such annual Payment of Twenty Pounds the Whitehaven and Furness Company agree and undertake from Time to Time, and at all Times during the said Term of Ten Years, to keep the said Sidings and Works in good and sufficient Repair.

2. That in case any additional Works or any Signals not shown on the said Plan marked B. shall be required by the Board of Trade within the Limits of the Railways as defined on the said Plan, such additional Works or Signals shall be executed or provided by the Whitehaven and Furness Company, but the Cost thereof shall be borne and paid by the Parties hereto in the following Proportions; namely, Two Thirds of such Cost and Expense by the Cleator Company, and the remaining Third by the Whitehaven and Furness Company; and the Expense of maintaining the same during the said Term of Ten Years shall be borne and paid by the said Companies Parties hereto in equal Proportions.

3. That the Expense of employing Signal Men and Switch Men within the Limits last mentioned shall be jointly borne and paid by the said Companies in equal Proportions.

4. That, subject to the Conditions and Stipulations herein contained, the Cleator Company and their Officers and Servants shall, with Engines, Carriages, and other necessary Means, have full Power and Authority to pass over and have the Use of the Lines of Railway, Sidings, and Works distinguished and referred to respectively by Yellow and Red Colours on the said Plan marked B., and the several Approaches and Conveniences belonging thereto, for the Purposes of the Cleator Company, and for the Conveyance of Goods and Passengers to and from the same, for the Term of Ten Years, to commence and be computed from the First Day of January One thousand eight hundred and sixty-five, but without Prejudice to the Use and Occupation of the same Lines, Sidings, Works, Approaches, and Conveniences respectively by the Whitehaven and Furness Company and their Officers and Servants, with Engines, Carriages, and other necessary Means, for all Purposes connected with their Railway and the Traffic thereof, and also without Prejudice to the general

general Rights and Powers of the Whitehaven and Furness Company in respect of the Tolls and Charges payable to them for all Goods and Passengers conveyed upon the said Lines of Railway: Provided always, nevertheless, that such Use and Occupation, Rights and Privileges, as last above reserved, shall not at any Time or in any Manner during the Continuance of the said Term of Ten Years be permitted or suffered to interfere with, interrupt, or hinder the Traffic and other Arrangements of the Cleator Company.

5. That in case the Parties hereto shall not, at the Expiration of the said Term of Ten Years, mutually agree upon Terms for the Renewal and Continuance of Arrangements between them for the Use by the Cleator Company of the Lines of Rails, Sidings, and Works mentioned in the Fourth Clause during a further Term, then the Whitehaven and Furness Company shall pay to the Cleator Company the Sum of Five hundred and sixty Pounds in full Satisfaction and Discharge of all their Interest in all such Sidings and Works, and shall also pay the Cleator Company a Sum equal to Two Thirds of the then Value of all such additional Signals and other Works as shall or may from Time to Time have been required to be provided by the Board of Trade, and shall have been provided for the Purpose of the said Railways; and in case any Difference or Dispute shall arise between the Parties with respect to such Value, the same shall be ascertained by Reference to Arbitration as herein-after provided.

6. That no Locomotive Engine belonging to the Cleator Company shall at any Time be allowed to traverse or be upon any Sidings or Lines of Railway belonging to the Whitehaven and Furness Company, except those Sidings and Lines which are coloured Yellow and Red on the said Plan marked B., without Permission first granted for such Purpose on every Occasion by the Manager or Station Master of the latter Company for the Time being on Duty at the Corkickle Station.

7. That the Servants and Workmen for the Time being in the Employ of the Cleator Company, whilst in the Execution of their several Duties at, upon, or near the said Lines, Sidings, and Works coloured Yellow and Red on the said Plan marked B., or the Approaches thereto, or the Conveniences connected therewith, shall, during the Operation of this Agreement, be entirely under the Directions and Control of the Manager or Station Master of the Whitehaven and Furness Company for the Time being on Duty at the said Corkickle Station: Provided always, that such Direction and Control shall not at any Time be exercised vexatiously or capriciously, or to the Injury or Disadvantage of the Cleator Railway Company.

8. That the Whitehaven and Furness Company shall not nor will, during the Term of Ten Years from the First of January One thousand eight hundred and sixty-five, demand or receive or be entitled to recover any higher or greater Tolls or Charges from the Cleator Company, or from any other Company, Person or Persons, in respect of Goods, Live Stock, and Passengers conveyed over the Lines, Sidings, and Works lying between the Point of Junction of the Cleator Railway with the Whitehaven and Furness Railway, called the Mirehouse Junction, to and from the Bransty Station and the Corkickle Station, and the present and all future Shipping Places in the Harbour of Whitehaven, than those which are specified in the following Schedule, and which shall include all Expenses of Booking, Collection, and Delivery; (that is to say,)

In

In respect of Goods:—

For small Coal, if the same be carried in Waggons belonging to the Whitehaven and Furness Company, or the Whitehaven Junction Railway Company, or in any Waggon for which either of the Companies shall be liable to pay Mileage or Demurrage, Sixpence Halfpenny per Ton; and if not conveyed in such Waggons, Sixpence per Ton:

For Iron Ore, Stone, Lime, Coals, and other Goods included in the Mineral Class of the Clearing House Classification, Sixpence Halfpenny per Ton:

For Special Class Goods according to the Clearing House Classification, Ninepence per Ton:

For all other Goods in the higher Classes, and for Parcels by Mineral and Goods Trains, One Shilling and Twopence per Ton; and for small Parcels booked to or from Bransty Station by Passenger Trains, not exceeding Twenty-eight Pounds Weight, Twopence, and exceeding that, but not exceeding Fifty-six Pounds Weight, Threepence, including Booking, Collection, and Delivery: Provided always, that all Parcels exceeding Fifty-six Pounds Weight shall be conveyed by Mineral Trains or Goods Trains, and not by Passenger Trains:

That the Clearing House Classification for the Time being shall be taken and adopted by the Parties hereto as the Authority for determining the particular Description of Goods comprised in the Mineral, Special, and other Classes respectively.

In respect of Live Stock and Carriages:—		*s.*	*d.*
For Sheep, Lambs, small Pigs, and Dogs	each	0	2
For Calves and fat Pigs	each	0	3
For Cattle	per Truck Load	1	6
For Cattle	per Half Truck Load	1	0
For One Horse		1	0
For Two Horses belonging to the same Person		1	9
For Three or more Horses belonging to the same Person	each	0	10
For Two-wheeled Carriages	each	1	6
For Four-wheeled Carriages	each	2	6

In respect of Passengers:—

For every Passenger conveyed in a First-class Carriage, Twopence Halfpenny per Mile; for every Passenger conveyed in a Second-class Carriage, Twopence per Mile; for every Passenger conveyed in a Third-class Carriage, One Penny per Mile; and for Passengers Excess Luggage, One Third of the Amount which shall be received for such Excess; and that such Tolls and Charges for Passengers shall be calculated on a Mileage of Two Miles to the Whitehaven and Furness Company, and shall include the Expense of providing Tickets, and of Booking and Collection; but the Cleator Company shall provide all Carriages and Luggage Vans which may be necessary for the conveying of such Passengers.

9. That during the said Term of Ten Years the Station at Bransty near Whitehaven shall be the Terminus for the Passenger Traffic to and from the Cleator Railway, subject to any Regulations respecting the same which may be made by the Board of Trade, and that the Times appointed for the Arrival and Departure of the Passenger Trains at and from the said Sidings coloured Yellow and Red on the said Plan marked B. shall be so arranged as to suit

the Arrival and Departure of Passenger Trains on the Whitehaven and Furness Railway, unless the Cleator Company shall agree to pay the Expense of a Special Engine, for which the Cleator Company shall pay Sixpence per Train, and no more, to run the Passenger Trains between the Bransty Station and Corkickle, or such Place near thereto as the Board of Trade may determine for the Interchange of the Passenger Traffic of the said Companies.

10. That the Cleator Company shall, from the First Day of January One thousand eight hundred and sixty-five, carry their Passenger Traffic to and from their Railway over the said Lines and Sidings between the Mirehouse Junction and the Corkickle Station, and provide requisite Locomotive Engines, Carriages, Trucks, Vans, and Waggons for that Purpose, and shall be entitled to demand and receive, as the Remuneration for the Haulage of each such Passenger Train, the Sum of Sixpence per Train, which shall be paid or allowed by the Whitehaven and Furness Company on the Adjustment of the Accounts between the said Companies; the Whitehaven and Furness Company shall, from the First Day of January One thousand eight hundred and sixty-five, convey the Passenger Traffic of the Cleator Company over the Lines and Sidings between the Corkickle Station and the Bransty Station, and shall provide the requisite Engines and locomotive Power, Men, Horses, and Apparatus for that Purpose, and shall be entitled to demand and receive, as Remuneration for the Haulage of each Passenger Train of the Cleator Company, the Sum of Sixpence per Train.

11. That the Cleator Company shall, from the First Day of January One thousand eight hundred and sixty-five, convey their Goods and Mineral Traffic to and from the Railway over the said Lines and Sidings between the Mirehouse Junction and Corkickle Station, and provide the requisite Locomotive Engines, Carriages, Trucks, Vans, and Waggons for that Purpose; and the Whitehaven and Furness Company shall and will, from the First of January One thousand eight hundred and sixty-five, convey or cause to be conveyed the Goods and Mineral Traffic of the Cleator Company over the Lines and Sidings between the Corkickle Station and the Harbour of Whitehaven, the Bransty Station, and the present and all future Shipping Places and Docks in the Harbour of Whitehaven at which such Goods, Minerals, Stone, and Lime respectively can now or hereafter may be shipped, so far as they are now or may be hereafter in anywise authorized or empowered so to do by any Act of Parliament, or by Agreement, Permission, or otherwise, and without paying any further Toll or Charge than is stated and provided for by these Presents.

12. That the Whitehaven and Furness Company shall find and provide all such Engines and other locomotive Power, and such Men, Apparatus, and Horses, as shall be proper or necesssary for carrying and conveying such Minerals, Stone, and Lime, and for the Shipment thereof as aforesaid, with the least possible Delay, having due regard to the Facilities to be afforded for receiving, forwarding, and delivering other Traffic of the said Companies respectively, and without Prejudice thereto: Provided always, that the Whitehaven and Furness Company, their Successors and Assigns, shall not be required to find or provideany Trucks or Waggons for such Traffic unless they shall think fit, and in that Case they shall be entitled also to charge and be paid an extra Toll for the Use thereof, nor shall the Whitehaven and Furness Company be required to provide Siding Room in the event of any Obstruction of their Lines of Railway by such Traffic, or in case such Traffic should not be carried forward from their Lines of Railway; and the Whitehaven and Furness Company shall not

not be required by or be compelled at the Instance or Request of the Cleator Company to make or construct any new or other Line or Lines of Railway or any Tramways to the said Harbour.

13. The Cleator Company shall be entitled to demand and receive the usual Clearing House Allowance and other Allowances (if any) heretofore received by them for the Hire or Use of Waggons or Trucks, and also to demand and receive from the Whitehaven and Furness Company, as Remuneration for the Haulage of Goods and Mineral Trains over the said Lines of Railway and Sidings between the Mirehouse Junction and the Corkickle Station, and for the Hire and Use of Waggons and Trucks for the Shipment of Iron Ore at Whitehaven Harbour, the Sum of Six hundred and fifty Pounds per Annum, which Sum shall be payable and shall be paid half-yearly on the First Day of July and the First Day of January in every Year.

14. The Whitehaven and Furness Company shall not nor will, during the Term of Ten Years from the First Day of January One thousand eight hundred and sixty-five, demand or receive or be entitled to recover from the Cleator Company, or from any other Person or Persons or Company, for every Ton of Iron Ore, Stone, Lime, and Coals carried and conveyed over the Lines and Sidings of the Whitehaven and Furness Company to and from the Bransty Station and the Corkickle Station, and to and from the present and all such future Shipping Places and Docks in Whitehaven Harbour as aforesaid, any higher or greater Toll or Charge than the Sum of Sixpence Halfpenny per Ton of Twenty Hundredweight to the Ton, weighing One hundred and twelve Pounds Avoirdupoise to the Hundredweight, and so in proportion for any fractional Part of a Ton; but the said Whitehaven and Furness Company shall be entitled to demand and receive and shall receive from the Cleator Company the further Sum of One Penny per Ton of the like Weight as aforesaid, and so in proportion for any fractional Part of a Ton of such Mineral Traffic so carried and conveyed to or from the said Harbour, and no more, as the Terminal Charge for Shipment, including all Expense for Haulage, and for emptying such Traffic from the Waggons or Trucks into Ships at the Shipping Places or Docks, and every Charge connected therewith, except Charges for providing Waggons and Trucks.

15. That the Cleator Company shall, during the said Term of Ten Years, have the same Facilities of Access for their Mineral and Goods Traffic to, and the same Use of the North Harbour of Whitehaven and the Wet Dock proposed or about to be built at or near, the Bransty Station as the Whitehaven and Furness Company, either at the Date of these Presents or at any Time hereafter during the said Term, may possess or enjoy, without being liable to pay any Toll or Charge further or other than the Tolls and Charges already fixed and appointed by these Presents.

16. That nothing herein contained shall diminish, impede, or interfere with the Powers of the Whitehaven and Furness Company for making and maintaining any additional Sidings or other Works adjoining or near to the said Sidings and Works coloured Yellow and Red upon the said Plan which they may hereafter require for their Traffic or any other Purpose whatsoever, and that they shall have full Power to make and maintain all necessary and proper Approaches, Switches, Crossings, and Communications to, in, over, or near the Lines and Works before referred to for the Purpose of using and occupying such additional Sidings and Works respectively: Provided always, that in the Execution and subsequent working and Use of the same no

Interruption,

Interruption, Hindrance, or Obstruction shall be caused to the Cleator Railway: Provided also, that nothing herein contained shall be construed to prejudice or interfere with the general Powers and Authorities of either of the Parties hereto with respect to the Exercise of the Powers conferred upon the Companies respectively or the Directors thereof.

17. If at any Time during the Term of Ten Years from the First Day of January One thousand eight hundred and sixty-five either of the said Companies, Parties hereto, shall consider it necessary that a new Line of Railway should be formed between Egremont and Seascale, or any Point Northward of Seascale, to join the Whitehaven and Furness Railway, the Company so considering it necessary (herein-after in this Clause called the promoting Company) shall give to the other Company Notice in Writing of their Intention to apply to Parliament for an Act to enable them to make such new Line of Railway, which Notice shall give a short Description of the Termini and Route of the proposed new Line, and be accompanied by a published Map to a Scale of not less than Half an Inch to a Mile, with the proposed Line of Railway delineated thereon so as to show its general Course and Direction, and such Notice and Map shall be served on the other Company at least Forty Days before the Fifteenth of August in any Year; and between the Date of the Service of such Notice by the promoting Company and the Fifteenth of August in any Year the other Company shall have the Option of joining with the promoting Company in the Application to Parliament for the Act to make such new Line, and in the making of such new Line, or of proposing a different Route to that proposed by the promoting Company; and if during the Time which shall elapse between the Time of the Service of such Notice and the Fifteenth of August then next ensuing the other Company shall decline to join the promoting Company in applying to Parliament for or in the making of the Line, and shall neglect or refuse to propose a different Route to be described by Notice and shown by a Map in manner aforesaid, or to enter into any Agreement binding themselves not to oppose the new Line of the promoting Company, then the promoting Company shall be at liberty to apply to Parliament for an Act to enable them to make such new Line of Railway, and the other Company shall not oppose such Application, or endeavour to prevent the passing of the Bill of the promoting Company: Provided always, that in case both of the said Companies, Parties hereto, shall consider it necessary that a new Line of Railway should be made between the Points last above mentioned, but shall propose different Routes to be described by Notices and shown by Maps as aforesaid, it shall be referred to the Arbitration of the Board of Trade, or such Person as the Board of Trade may appoint, to determine which of the proposed Lines shall be the one to be proceeded with and submitted to Parliament, and both Companies shall have the Option of joining in promoting in Parliament the Line so selected by the Board of Trade or the Arbitrator, but neither Company shall oppose the passing of the Bill for making the Line so selected.

18. That, except as provided by the last Clause, the Cleator Company shall not, without the Consent in Writing of the Whitehaven and Furness Company, and under the Seal of the said Company, directly or indirectly promote or subscribe to any new Line of Railway affecting the Interests of the Whitehaven and Furness Company within the District between Workington and Ravenglass inclusive; and also, except as provided by the last Clause, the Whitehaven and Furness Company shall not, without the Consent in Writing

of

of the Cleator Company, and under the Seal of the said Company, directly or indirectly promote and subscribe to any new Line of Railway affecting the Interests of the Cleator Company within the same District.

19. That the Whitehaven and Furness Company shall, in an Application which is intended to be made, and it is hereby agreed shall be made, to Parliament in the next Session by the Whitehaven and Furness Company, do all Acts in their Power to obtain the Insertion of a Clause or Clauses in an Act to be so applied for, and by a Schedule or Schedules to such Act, to confirm or give effect to the several other Clauses, Matters, or Stipulations herein contained; and both the said Companies, Parties hereto, shall do all Acts in their Power, both before the Committees of Parliament and otherwise, to obtain the passing of such an Act and the Insertion of such Clauses therein; and both the said Companies reserve Power to petition Parliament, and to adopt all needful Measures to carry these Articles into effect.

20. That neither of the said Companies, Parties hereto, shall subscribe to or take any preliminary Measures for applying to Parliament in the next Session, and shall not make any Application to Parliament in such next Session, for the Purpose of obtaining an Act to enable any new Line of Railway to be made as a Junction between any Part of the present Whitehaven, Cleator, and Egremont Railway and the present Whitehaven and Furness Junction Railway.

21. That if any Differences or Disputes shall at any Time happen or arise between the Parties hereto respecting the Premises, or anything herein contained or referred to, the same shall be determined by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845."

22. The herein-before recited Agreement of the Thirteenth of November One thousand eight hundred and fifty-six and the Fifth of March One thousand eight hundred and fifty-seven shall cease and determine on the Thirty-first of December One thousand eight hundred and sixty-four, and this Agreement shall commence and be in force on and from the First of January One thousand eight hundred and sixty-five, and shall be and continue in force for the Term of Ten Years from the First of January One thousand eight hundred and sixty-five.

23. In witness whereof the said Companies, Parties hereto, have respectively caused their Common Seals to be hereunto affixed the Day and Year first above written.

Sealed with the Common Seal of the Whitehaven and Furness Junction Railway Company in the Presence of

L.S.

H. Cook, Secretary.

Sealed with the Common Seal of the Whitehaven, Cleator, and Egremont Railway Company in the Presence of

L.S.

Thomas S. Dodgson, Secretary.

SCHEDULE B.

ARTICLES OF AGREEMENT made the Fourteenth Day of November One thousand eight hundred and sixty-four between the Whitehaven and Furness Junction Railway Company, herein-after called "The Whitehaven and Furness Company," of the one Part, and the Whitehaven, Cleator, and Egremont Railway Company, herein-after called "The Cleator Company," of the other Part, witness that it is hereby covenanted and agreed by and between the said Companies, Parties hereto, for themselves respectively and their respective Successors and Assigns, as follows:

1. The Whitehaven and Furness Company shall not nor will, during the Term of Twenty-one Years from the First Day of January One thousand eight hundred and sixty-five, demand or receive or be entitled to recover from the Cleator Company, or from any other Person or Persons or Company, for every Ton of Iron Ore, Stone, Lime, and Coals carried and conveyed over the Lines and Sidings of the Whitehaven and Furness Company from and to the Point of Junction of the Cleator Railway with the Whitehaven and Furness Railway, called the Mirehouse Junction, to and from the Bransty Station and the Corkickle Station, and to and from the present and all future Shipping Places and Docks in the Harbour of Whitehaven at which such Minerals, Stone, Lime, and Coals respectively can now or hereafter may be shipped, any higher or greater Toll or Charge than the Sum of Sixpence Halfpenny per Ton of Twenty Hundredweight to the Ton, weighing One hundred and twelve Pounds Avoirdupoise to the Hundredweight, and so in proportion for any fractional Part of a Ton; but the said Whitehaven and Furness Company shall be entitled to demand and receive and shall receive from the Cleator Company the further Sum of One Penny per Ton of the like Weight as aforesaid, and so in proportion for any fractional Part of a Ton of such Mineral Traffic so carried and conveyed to and from the said Harbour, and no more, as the Terminal Charge for Shipment, including all Expense for Haulage, and for emptying such Traffic from the Waggons or Trucks into Ships at the Shipping Places or Docks, and every Charge connected therewith, except Charges for providing Waggons and Trucks.

2. That the Whitehaven and Furness Company shall, in an Application which is intended to be made, and which it is hereby agreed shall be made, to Parliament in the next Session by the Whitehaven and Furness Company, do all Acts in their Power to obtain the Insertion of a Clause or Clauses in the Act to be so applied for, to give effect to the several Matters or Stipulations contained in the preceding Clause of these Presents; and both the said Companies, Parties hereto, shall do all Acts in their Power, both before the Committees of Parliament and otherwise, to obtain the passing of such an Act, and the Insertion of such a Clause or Clauses therein; and both the said Companies reserve Power to petition Parliament, and to adopt all needful Measures to carry these Articles into effect.

3. That if any Differences or Disputes shall at any Time happen or arise between the Parties hereto respecting the Premises, or anything herein contained or referred to, the same shall be determined by Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845."

4. That

4. That this Agreement shall commence on the First of January One thousand eight hundred and sixty-five, and shall be and continue in force for the Term of Twenty-one Years from that Date.

In witness whereof the said Companies, Parties hereto, have respectively caused their Common Seals to be hereunto affixed the Day and Year first above written.

Sealed with the Common Seal of the Whitehaven and Furness Junction Railway Company in the Presence of

L.S.

H. Cook, Secretary.

Sealed with the Common Seal of the Whitehaven, Cleator, and Egremont Railway Company in the Presence of

L.S.

Thomas S. Dodgson, Secretary.

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