



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO.

VICTORIÆ REGINÆ.

Cap. cxxiv.

An Act to enable the *Great Northern Railway Company* to use certain Portions of the *Great Eastern Railway*, and to make Arrangements with the *Great Eastern Railway Company*.

[23d June 1864.]

WHEREAS the Undertaking known as the *Royston and Hitchin Railway* consists of a Railway issuing from the *Great Northern Railway* at *Hitchin* in *Hertfordshire*, and terminating near the Town of *Royston* in *Cambridgeshire*, and of an Extension of that Railway to *Shepreth* where it joins the *Great Eastern Railway* at a Distance of about Seven Miles from *Cambridge*: And whereas by virtue of "The *Royston and Hitchin Railway Act, Amendment, 1847*," and of Conveyances founded upon that Act, and bearing Date respectively the First Day of *August* One thousand eight hundred and fifty, and the Twenty-fourth Day of *January* One thousand eight hundred and fifty-three, the said Undertaking was vested for ever in the *Great Northern Railway Company*, in consideration of Two perpetual fixed Rents, which Rents have been commuted into guaranteed Stock of the *Great Northern Railway Company*, under the Authority of "The *Great Northern Railway Act, 1855*:" And whereas

9 & 10 Vict. c. clxx.

11 & 12 Vict. c. cxix.

10 & 11 Vict. c. cxxlviii.

18 & 19 Vict. an c. cxxiv.

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an Agreement bearing Date the Sixteenth Day of *July* One thousand eight hundred and fifty-two subsists between the *Great Northern* and the *Great Eastern* Railway Companies, whereby (among other Provisions affecting the Undertakings of the Two Companies and the Conduct of the Traffic thereon) the Use of the *Royston and Hitchin* Railway, and the Right to work it, are given to the *Great Eastern* Railway Company for Fourteen Years from the First of *April* One thousand eight hundred and fifty-two, in consideration, among other things, of annual Payments made by that Company to the *Great Northern* Railway Company; and in pursuance of that Agreement the *Great Eastern* Railway Company are now working the said Undertaking, which with the *Great Northern* Railway forms One of the main Channels of Communication between *Cambridge* and *London*: And whereas it is expedient that the *Great Northern* Railway Company, who are meant where the Expression "the Company" is herein-after used, should be authorized to use the Portion herein-after defined of the *Great Eastern* Railway, upon the Conditions set forth in the Agreement between the Two Companies which forms the Schedule to this Act, and that the same Company and the *Great Eastern* Railway Company should be authorized to enter into Arrangements with respect to the mutual Use of their respective Undertakings and the Conduct of the Traffic thereon respectively: And whereas the Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Power to
use Portion
of Great
Eastern
Railway.

1. The Company may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *Great Eastern* Railway as lies between the Junction therewith of the *Royston and Hitchin* Railway at *Shepreth*, and the Station of the *Great Eastern* Railway at *Cambridge*, together with the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portion of Railway and the Stations thereon, including the Stations, Booking and other Offices of the said Company at *Cambridge*.

Terms of
such Use.

2. The Terms, Conditions, and Regulations to which the Company shall be subject, in respect of the said Use of the *Great Eastern* Railway, and the Tolls or other Consideration to be paid by them for the same, shall, if not otherwise from Time to Time agreed upon between them and the *Great Eastern* Railway Company, be those set forth in the Agreement between the Two Companies bearing Date the

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the Second Day of *May* One thousand eight hundred and sixty-four, which Agreement is contained in the Schedule to this Act, and is hereby confirmed.

3. In exercising the Powers herein-before granted it shall not be lawful for the Company, unless with the Consent in Writing of the *Great Eastern* Company, to take up at any Station of the same Company, upon the Portion of Railway herein-before specified, any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station of the same Company; and if the Company violate this Enactment, they shall for every such Violation pay to the *Great Eastern* Railway Company Fifty Pounds by way of Penalty.

For protecting local Traffic.

4. The Company, in using or traversing the said Portion of Railway, and in using the said Stations, Works, and Conveniences in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Byelaws to be observed.

5. The Company on the one hand, and the *Great Eastern* Railway Company on the other hand, may from Time to Time enter into Agreements with respect to the Working and Use of the Portion herein-before specified of the Undertaking of the *Great Eastern* Railway Company, the Supply of Rolling Stock and Machinery and of Officers and Servants for the Conduct of the Traffic on the said Portion of Railway, the Payments to be made, and the Conditions to be performed with respect to such Working and Use, the Interchange, Accommodation, and Conveyance of Traffic coming from or destined for the said Portions of the respective Undertakings of the contracting Companies, and the Division and Appropriation of the Revenue arising from that Traffic, and Part 3 of "The Railways Clauses Act, 1863," "relating to Working Agreements," shall apply to any such Agreements made under the Powers of this Act, and shall for the Purposes of the said Agreements be incorporated with and form Part of this Act.

Power to enter into Traffic Arrangements with the *Great Eastern* Railway Company.

6. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from Acts heretofore passed relating to the Company, or from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

Not to invalidate Rights to make Contracts.

7. Nothing in this Act or in the said Agreement contained shall alter, prejudice, or affect any Agreement between the *London and North-*

Not to affect Agreement between

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Companies
herein
named.

North-western Railway Company and the Great Eastern Railway Company.

Railway not
exempt
from Pro-
visions of
present and
future Ge-
neral Acts.

8. Nothing herein contained shall be deemed or construed to exempt the Railway 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 to be taken by the Company, or of the Rates for small Parcels.

Short Title.
Expenses
of Act.

9. This Act may be cited as "*The Royston and Hitchin Railway Act, 1864;*" and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

The Royston and Hitchin Railway Act, 1864.

SCHEDULE containing Agreement between Great Northern
and Great Eastern Railway Companies.

AN AGREEMENT between the GREAT NORTHERN RAILWAY COMPANY (herein-after called the Great Northern Company) of the one Part and the GREAT EASTERN RAILWAY COMPANY (herein-after called the Great Eastern Company) of the other Part.

WHEREAS the Great Northern Company are Owners of a Railway from London to Hitchin, forming Part of the Main Line of the Great Northern Railway, and are also Owners of a Branch Railway from Hitchin through Royston to Shepreth; and the Great Eastern Company are Owners of a Railway forming a Continuation of the said Branch Railway from Shepreth to Shelford, and thence to Cambridge; and the said Railways form a continuous Route between London and Cambridge: And whereas the Main Line and the said Branch Line from Hitchin to Shepreth are laid throughout with Two Lines of Rails; but the Continuation of the said Railway between Shepreth and Shelford is laid with a single Line of Rails: And whereas the Branch Railway between Hitchin and Shepreth has been by Agreement with the Great Northern Company worked by the Great Eastern Company from the First Day of April One thousand eight hundred and fifty-two, and will continue to be so worked up to the Thirty-first Day of March One thousand eight hundred and sixty-six: And whereas the Great Northern Company are promoting a Bill in the present Session to enable them "to extend the Royston and Hitchin Railway to Cambridge, and to use certain Portions of the Great Eastern Railway, and to make Arrangements with certain other Companies," and the Great Eastern Company have presented a Petition against the said Bill: And whereas the Great Eastern Company have proposed to the Great Northern Company that their Traffic to and from Cambridge and Shepreth shall be worked by the Great Northern Company between Shepreth viâ Shelford and Cambridge over the Great Eastern Railway: And whereas the Two Companies have mutually agreed as follows, that is to say:

1. The Great Northern Company shall withdraw their Application to Parliament for Powers to extend the Royston and Hitchin Railway to Cambridge, and in lieu thereof Provision shall be made in the said Bill for securing effectual running Powers to the Great Northern Company over the Great Eastern Railway between the Points aforesaid, and for the Use of all Stations, Booking Offices, and other Conveniences.

2. The Great Eastern Company shall, prior to the said Thirty-first Day of March One thousand eight hundred and sixty-six, add a Second Line of Rails to their existing Railway between Shepreth and Shelford, so as to make

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One continuous double Line of Railway between Shepreth and Cambridge, fit for all Purposes of the through Traffic of the Great Northern Company, with all necessary Junctions and Signals, and shall for ever keep the same in thorough and efficient Repair fit for the passing of Express Trains and all other Trains.

3. The Great Northern Company shall from and after the said Thirty-first day of March One thousand eight hundred and sixty-six, and thereafter in Perpetuity, work such Traffic as they may elect to carry between Hitchin and Cambridge; and the Great Eastern Company shall from the same Period permit the Great Northern Company at all Times to run Trains between Shepreth and Cambridge, with Engines, Carriages, and Vehicles of all Descriptions, such as are in use on the Great Northern Railway or any other Railways in connexion therewith, with Engine Drivers, Firemen, Guards, and other Servants of the Great Northern Company.

4. The Great Northern Servants while on the Railway and Premises of the Great Eastern Company shall observe and abide by the Byelaws and reasonable Regulations from Time to Time in use on the Great Eastern Railway for the Guidance of their own Servants.

5. The Great Eastern Company shall provide for the Use of the Great Northern Company at Cambridge sufficient Accommodation for the Purposes of the Traffic of the Great Northern Company, with separate Booking Offices, covered Platforms, Parcels Offices, Waiting Rooms, Lamp Rooms, Standing Room for Carriages, Waggon, and other Vehicles, Engine Shed, Sidings for Waggon containing Coke for Engines, separate Accommodation for the proper Conduct of the Goods, Coal, and Mineral Business of the Great Northern Company, Water Cranes, Coke Stage, and all other usual and necessary Accommodation, as set forth and more particularly described in the Schedule annexed hereto, so that the Great Northern Company may have free and uncontrolled Access at Cambridge as if the Premises were their own, subject to the Provisions in Clause No. 4.

6. The Great Eastern Company shall permit the Great Northern Company to call at Stations intermediate between Shepreth and Cambridge, and provide there all usual and requisite Facilities for the Conduct of Traffic in connexion with the Great Northern System.

7. No Charge shall be made by the Great Eastern Company to the Great Northern Company for the Passage over the Railway between Shepreth and Cambridge, or in the Cambridge Station, except as provided by Clauses 9 and 10, of the Engines, Carriages, and other Vehicles of the Great Northern Company, nor shall any Charge be made for the Passage over the Great Eastern Railway between the same Points of the Engine Drivers, Guards, Porters, and other Servants of the Great Northern Company, or Stores for Use on the Railway and at the Cambridge Station.

8. The Great Northern Company shall have the Right to employ in and about the Cambridge Station of the Great Eastern Company their own Clerks, Inspectors, Porters, and other Servants, and Carting Agents for Goods, Minerals, and Parcels Traffic, all of whom shall have free Access to the Premises set apart for the Use of the Great Northern Company by the Great Eastern Company, subject always to the Provisions of Clause No. 4.

9. The

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9. The Great Northern Company shall pay to the Great Eastern Company, for the Use of their Railway between Shepreth and Cambridge, a Mileage Proportion of the through Charges made by the Great Northern Company for Traffic carried by them between Cambridge and the Places to or from which the Traffic is booked or charged, such Mileage Proportion to be calculated after the Deduction of Government Duty on Passenger Traffic and of the Terminal Charges recognized by the Railway Clearing House for the Time being, and the Sum of Twopence per Ton as a Terminal Charge for Coal Traffic, both at Cambridge and all other Places to or from which the Traffic is carried, and from such Mileage Proportion the Great Northern Company shall retain Twenty-five per Cent. for Working Expenses between Cambridge and Shepreth, such Mileage Proportion being upon actual Distance between those two Points: Provided that the Payment to the Great Eastern Company in respect of any Merchandise other than Coal or Minerals shall not be less than One Penny per Ton per Mile exclusive of Terminals; but in case the Mileage Proportion, after deducting Twenty-five per Cent. for Working Expenses and the Terminal Charges, shall exceed that Rate, the Great Eastern Company shall be entitled to receive such Excess.

10. The Great Northern Company shall pay to the Great Eastern Company such Sum for the Use of the Premises at Cambridge set forth in the Schedule and Plans annexed hereto, for the Purposes of Passenger, Parcels, Goods and Mineral, and any other Traffic, and any Addition hereafter made at the Request of the Great Northern Company to such Premises as shall be agreed upon, or in case of Difference shall be settled by Arbitration, in the Manner herein-after provided: Provided always, that should the Great Northern Company elect to make a separate Station of their own and vacate the Use of the Station of the Great Eastern Company, the Charges for working over the Line shall be as provided by Clause No. 9, and the Charges provided in this Clause shall be modified, and the Payment (if any) to be made by the Great Northern Company to the Great Eastern Company for Outlay in the Station for Great Northern Purposes shall be settled by Arbitration if not agreed upon.

11. All Questions of Difference between the Two Companies as to the Sufficiency, Position, and Nature of the Accommodation provided at Cambridge at the Commencement of this Agreement, or during the Time that the Great Northern Company use the Cambridge Station, the Payment to be made in respect of such Accommodation, the State of Repair of the Line between Shepreth and Cambridge, the Arrangement of the Trains in the Stations, the Precedence of the Trains when on the Railway of the Great Eastern Company, the Acts of the Great Northern Company's Servants when on the Premises of the Great Eastern Company, and all other Questions affecting the Interests of either of the Parties hereto in this Agreement, shall be settled by Arbitration according to the "Railway Companies Arbitration Act, 1859."

12. This Agreement is subject to the Confirmation of Parliament by a Clause to be inserted in the aforesaid Bill.

Dated this Second Day of May One thousand eight hundred and sixty-four.

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Schedule referred to in this Agreement.

Booking Offices; separate and distinct Starting Places from the Main Platform; Parcels Office; Lamp Room; Store Room; Waiting Room; Engine House; Coke Stage; Engine Stage; Water Crane; Goods Premises; Mineral Sidings; Stacking Ground; Standing Room for Waggons, Carriages, Engines, Tenders, and all other Vehicles, as defined on the Plan or Plans signed by Seymour Clarke on behalf of the Great Northern, and by Robert Mosely on behalf of the Great Eastern Railway Company.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1864.