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VICTORIÆ REGINÆ.

Cap. cxc.

An Act for vesting the Undertaking of the *Whitehaven Junction Railway Company* in the *London and North-western Railway Company*, and for conferring upon the last-named Company Running Powers over a Portion of the *Whitehaven and Furness Junction Railway*; and for other Purposes. [16th July 1866.]

WHEREAS by the Local Act 7th and 8th *Victoria*, Chapter 64, the *Whitehaven Junction Railway Company* were incorporated, and were by that Act and by subsequent Acts passed respectively in the 11th and 12th *Victoria*, Chapters 80 and 91, the 17th *Victoria*, Chapter 24, the 21st and 22nd *Victoria*, Chapter 127, and the 28th and 29th *Victoria*, Chapter 68, or some of them, authorized to construct a Railway from *Whitehaven* to *Maryport* in the County of *Cumberland*, with Branches, and to raise by the Creation of Shares the Sum of Two hundred and sixty thousand Pounds, and by borrowing the Sum of Eighty-five thousand six hundred Pounds: And whereas the Share Capital of the *Whitehaven Company* now consists of Two hundred and thirty thousand Pounds, of which One hundred and nine thousand one hundred and sixty Pounds is in Preference Shares, and their Debenture Debt amounts to

7 & 8 Vict.
c. lxiv.
11 & 12 Vict.
cc. xxx. &
xci.
17 & 18 Vict.
c. xxiv.
21 & 22 Vict.
c. cxxvii.
28 & 29 Vict.
c. lxxviii.

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the Sum of Sixty-nine thousand Pounds: And whereas there subsists between the Undertaking of the *Whitehaven* Company and the Undertaking of the *London and North-western* Company a close Connexion for the Purposes of Traffic, and it would conduce to the public Convenience if the Undertaking of the *Whitehaven* Company were vested in the *North-western* Company, and both Companies are desirous that such a vesting should be effected upon the Conditions in this Act contained: And whereas it is expedient that the *North-western* Company should be empowered to work over and use a Portion of the *Whitehaven and Furness Junction* Railway: And whereas it is expedient that the *North-western* Company should be authorized to create additional Capital in their Undertaking for the Purposes of this Act: And whereas the Objects 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:

Short Title. 1. This Act may be cited for all Purposes as "The *London and North-western* Railway (*Whitehaven* Railway Transfer) Act, 1866."

Part V. of 26 & 27 Vict. c. 92. incorporated. 2. Part V. (relating to Amalgamation) of the Railways Clauses Act, 1863, except where expressly varied by this Act, is incorporated with and shall form Part of this Act.

Interpretation of Terms. 3. In this Act the several Words and Expressions following have the respective Meanings in this Enactment assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the *North-western* Company" means the *London and North-western* Railway Company:

The Expression "the *Whitehaven* Company" means the *Whitehaven Junction* Railway Company:

The Expression "the *Furness* Company" means the *Whitehaven and Furness Junction* Railway Company:

The Expression "the *Furness* Railway" means the Railways, and the Sidings and Conveniences connected therewith, of the last-named Company.

Defining Undertaking of *Whitehaven* Company. 4. The Undertaking of the *Whitehaven* Company to which the Provisions of this Act apply is hereby declared to be the several Railways, Branches, Extensions, Stations, Sidings, Shipping Places, Wharves, Approaches, Buildings, fixed Plant, and all other Works, whether complete or incomplete, and all the Land, and all other the Property, Estate, Monies, and Assets, whether real or personal (except only as by this Act excepted), Rights, Powers, and Privileges which, on the First Day of *July* One thousand eight hundred and sixty-five, belonged

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belonged to or were vested in the *Whitehaven* Company; and also the Rights, Interests, or Estate which that Company possesses in any Railways, Stations, or Works jointly or in common with any other Company; and also all Rights, Powers, and Privileges, Interest or Estate, which they enjoy or are entitled to exercise over other Undertakings.

5. Upon and from the passing of this Act the *Whitehaven* Company shall be dissolved, excepting for the Purpose of winding up its Affairs, and its Undertaking, as herein-before defined, and all its Estate, Right, Title, and Interest in and to the said Undertaking, and all the Rights, Privileges, Easements, Powers, and Authorities incident to or affecting the same, shall, subject to the existing Charges, Debts, Leases, Covenants, Contracts, Obligations, and Liabilities of the said Company then affecting the same, become and be absolutely vested in the *North-western* Company, and shall and may be held, possessed, enjoyed, and used, exercised, and executed by the last-mentioned Company, in the same Manner and to the same Extent as they respectively were, or could, or might, if this Act had not passed, have been held, possessed, enjoyed, used, exercised, or executed by the *Whitehaven* Company; and thereupon and thenceforth the Undertaking of the *Whitehaven* Company shall become Part of the Undertaking of the *North-western* Company, and shall be called and known by the Name of "the *London and North-western* Railway:" Provided always, that all Monies in the Hands of the *Whitehaven* Company on the Thirtieth Day of *June* One thousand eight hundred and sixty-five, and all Monies due to them on that Day, shall be received by them; and, on the other hand, that Company shall pay all Debts other than their Mortgage Debts, not exceeding Sixty-nine thousand Pounds, which were owing by them on that Day.

Dissolution thereof, and vesting of its Undertaking in *North-western* Company.

6. As from the Thirtieth Day of *June* One thousand eight hundred and sixty-five the *North-western* Company shall be liable to pay and shall pay the Interest accruing after that Day on the Mortgages of the *Whitehaven* Company, such Mortgages not exceeding in the whole the Sum of Sixty-nine thousand Pounds; and from and after the passing of this Act the *North-western* Company shall also be liable to pay, and shall pay off or renew or otherwise satisfy, those Mortgages when and as they become payable.

Providing for Payment of Interest on Mortgages.

7. As from the Thirtieth Day of *June* One thousand eight hundred and sixty-five the *North-western* Company shall also be liable to pay, and shall pay, the Dividends accruing from that Date on the Preference Shares of the *Whitehaven* Company, at the respective Rates now secured thereto, such Preferential Shares not exceeding in the whole the Sum of One hundred and nine thousand one hundred and sixty Pounds.

Dividends on Preference Shares.

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Dividends on ordinary Shares.

8. As from the Thirtieth Day of *June* One thousand eight hundred and sixty-five the *North-western* Company shall also be liable to pay, and shall pay, to every Holder of the Ordinary Shares of the *Whitehaven* Company, such Ordinary Shares not exceeding in the whole the Sum of One hundred and twenty thousand eight hundred and forty Pounds, a Dividend at the Rate of Ten Pounds *per Centum per Annum* in perpetuity.

Revenue of the *Whitehaven* Company to belong to *North-western* Company.

9. As from the Thirtieth Day of *June* One thousand eight hundred and sixty-five all the Tolls, Rates, Rents, and Revenue of the *Whitehaven* Company which shall have accrued from that Day shall belong to and be the Property of the *North-western* Company.

Dividends on Shares to be paid half-yearly.

10. The Dividends payable to the Holders of Shares or Stock in the *Whitehaven* Company shall be paid in equal half-yearly Portions on the Days on which the half-yearly Dividends on the Ordinary Shares of the *North-western* Company are paid, and shall be paid without any Deduction, except for Income Tax.

Dividend on Shares to be paid by the *North-western* Company out of their general Funds, and, subject thereto, to be the First Charge on the *Whitehaven* Undertaking.

11. The Dividends payable under this Act to the Holders of the Preferential Shares in the *Whitehaven* Company, or to the Holders of *London and North-western (Whitehaven)* Railway Stock, to be created under the Authority of this Act, in substitution for the same, and the Dividends payable under this Act to the Holders of the Ordinary Shares of the *Whitehaven* Company, or to the Holders of *London and North-western (Whitehaven)* Railway Stock, to be created under the Authority of this Act, in substitution for the same respectively, shall, as from the Thirtieth Day of *June* One thousand eight hundred and sixty-five, be fixed, guaranteed, perpetual Dividends, and be paid by the *North-western* Company out of their general Funds accordingly; and subject and without Prejudice, and not so as to qualify, lessen, or abridge the Liability of the *North-western* Company to pay the same, in accordance with their Guarantee, such Dividends respectively, as from the said Thirtieth Day of *June* One thousand eight hundred and sixty-five, so far as not paid or satisfied by the *North-western* Company out of their general Funds, shall respectively, in accordance with their respective Priorities, be the First Charge of the Undertaking of the *Whitehaven* Company hereby vested in the *North-western* Company, and on the gross Revenues therefrom, subject only to the Mortgages of the *Whitehaven* Company, and to the other Charges which, on the Thirtieth Day of *June* One thousand eight hundred and sixty-five, affected such Undertaking; and all Payments of Dividends in respect of the Preferential and Ordinary Shares of the *Whitehaven* Company, made by the *North-western* Company before the passing of this Act, shall be as valid as if this Act had been passed on the First Day of *July* One thousand eight hundred and sixty-five.

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12. Any Proprietor of Preferential or Ordinary Shares in the *Whitehaven* Company who shall send or deliver the Certificate for such Shares to the Secretary of the *North-western* Company, at the principal Office of that Company, to be exchanged and cancelled, shall, on and after the First Day of *December* One thousand eight hundred and sixty-six, receive in the Stead of such Certificate another Certificate for Stock of the same nominal Value in the *North-western* Company, which Certificate shall bear the Name of "*London and North-western (Whitehaven) Railway Stock*," and shall bear also the Name or Quality of such Stock, and shall entitle the Holders thereof to the Dividends payable half-yearly attaching to such Stock: Provided always, that until such Exchange the Certificates for Shares in the *Whitehaven* Company shall have and possess the same Rights and Advantages as would be incident to such Certificates if they had been issued under the Provisions of this Enactment.

Providing for Exchange of Certificates.

13. The Proprietors of *London and North-western (Whitehaven) Railway Stock* shall not be entitled to vote or otherwise take part in the Meetings of the *North-western* Company.

Proprietors of new Stock not to vote.

14. The *North-western* Company may, for the Purposes of the Conversion by this Act authorized, create and issue new Shares or Stock in their Undertaking, bearing the several Rates of Dividend as by this Act prescribed.

North-western Company may create and issue new Shares in their Undertaking.

15. Any Dividend payable under the Provisions of this Act by the *North-western* Company to the Holders of Shares in the *Whitehaven* Company, or of *London and North-western (Whitehaven) Railway Stock*, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may have been previously granted by the *North-western* Company by or in pursuance of, or which may have been confirmed by, any Act of Parliament passed prior to this Act, or which may otherwise be lawfully subsisting.

Saving existing Preference Shares of *North-western* Company.

16. The *North-western* Company may apply their Corporate Funds in the Discharge of any Debts or Liabilities which they may have paid or shall hereafter pay on account of the *Whitehaven* Company, and may from Time to Time deduct the Amount of all Sums so paid by them (other than the Mortgage Debts, Interest, and Dividends by this Act made payable by the *North-western* Company) out of the Dividends payable to the Holders of Shares in the *Whitehaven* Company, or of the *London and North-western (Whitehaven) Railway Stock* to be created under the Authority of this Act.

Provision as to outstanding Debts of *Whitehaven* Company.

17. Notwithstanding the Dissolution of the *Whitehaven* Company, the *North-western* Company may, if they think fit, nominate and
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Shareholders of *Whitehaven*

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Company
may act as
Committee.

appoint any Holders of Shares of the *Whitehaven* Company, or of the *London and North-western (Whitehaven)* Railway Stock, not exceeding Five in Number, to act as a Committee for managing the Affairs of the *Whitehaven* Railway and Branches, and the Traffic thereon, and may delegate to that Committee all or any of the Powers and Duties which, under the Acts relating to the *Whitehaven* Company, might have been delegated by the Directors of that Company to Committees of their Body.

Vacancies to
be supplied.

18. The *North-western* Company may from Time to Time revoke any such Nomination, and may supply any Vacancy that may arise in the Number of such Committee, either by reason of such Revocation, or by Death, Resignation, Incapacity to act, or otherwise, by the Nomination of any other Person being a Holder of Shares in the *Whitehaven* Company, or of Shares or Stock issued or created in lieu thereof under the Authority of this Act.

Running
Powers over
Portion of
Furness
Railway.

19. The *North-western* Company may pass over and use with their Engines, Carriages, Officers, and Servants so much of the *Furness* Railway as is situate between the Junction thereof with the Railway of the *Whitehaven* Company at *Whitehaven* and the Station of the *Furness* Company at *Whitehaven*, including that Station, and including the Sidings called the "*Corkickle* Sidings," and including the Tramway between the said Station and the Harbour at *Whitehaven*, with Access to that Tramway.

As to Tolls
and Charges
during user.

20. The Portion of the *Furness* Railway which the *North-western* Company shall from Time to Time run over and use in pursuance of the last preceding Enactment shall, for all Purposes of Tolls and Charges taken or demanded by that Company, so long as they run over and use any such Portion of Railway, be deemed to be a Part of the Undertaking of the *North-western* Company.

Terms of
such Run-
ning Powers.

21. The Terms, Conditions, and Regulations to which the *North-western* Company shall be subject, in respect of the said Use of the before-mentioned Portion of Railway and other Works, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Furness* Company, be from Time to Time determined by an Arbitrator, to be appointed by the Board of Trade on the Application of either Party.

As to Deci-
sions of
Arbitrator.

22. The Decisions of any such Arbitrator shall be binding and conclusive on all Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and either of the Companies who shall refuse or neglect to perform, observe, and conform to any Decision given, or Regulation made by any such Arbitrator

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Arbitrator in the Premises, shall forfeit and pay to such Person or Company, as the Arbitrator shall determine, any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

23. The *North-western* Company, in using or traversing the said Portion of Railway and other Works, and the Conveniences thereof, 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 *North-western* Company. Byelaws to be observed.

24. The Agreement between the *North-western* Company and the *Maryport and Carlisle* Railway Company, a Copy of which is contained in the Schedule (A.) to this Act, is hereby confirmed and made binding on the Parties thereto: Provided always, that nothing in this Act or in that Agreement shall authorize any of the Companies Parties thereto to demand or recover any higher Rates, Tolls, terminal or other Charges, upon or in respect of any Railway, or any Traffic thereon, than they could respectively have demanded or recovered if this Act had not passed. Agreement between *North-western* and *Maryport and Carlisle* Railway Company confirmed.

25. The Heads of Arrangement between the *North-western* Company and the *Cockermouth, Keswick, and Penrith* Railway Company, a Copy of which is contained in the Schedule (B.) to this Act, are hereby confirmed and made binding on the Parties thereto: Provided always, that nothing in this Act or in those Heads of Arrangement shall authorize any of the Companies Parties thereto to demand or recover any higher Rates, Tolls, terminal or other Charges, upon or in respect of any Railway, or any Traffic thereon, than they could respectively have demanded or recovered if this Act had not passed. Heads of Arrangement between *North-western* and *Cockermouth, Keswick, and Penrith* Companies confirmed.

26. Nothing herein contained shall be deemed or construed to exempt the said Undertaking or Companies from the Provisions of any General Act relating to Railways or Canals, 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. Undertaking, &c. not exempt from Provisions of present and future General Acts.

27. All the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the *North-western* Company. Expenses of Act.

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The SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

THIS INDENTURE, made the Second Day of April One thousand eight hundred and sixty-six, between the London and North-western Railway Company (herein-after called "the North-western Company") of the one Part, and the Maryport and Carlisle Railway Company (herein-after called "the Maryport Company") of the other Part.

Whereas the Undertakings of the Two Companies Parties hereto are directly connected with each other, and with a view of facilitating the Traffic over their respective Railways, and affording other Conveniences and Advantages to the Public, the said Two Companies have agreed to grant and secure to each other such Rights and Facilities, and to enter into such Arrangements as are herein-after contained, but without Prejudice to or Restraint upon their entering into similar Arrangements as respects their own respective Railways with any other Company or Companies: Now this Indenture witnesseth, that the North-western Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, hereby covenant with the Maryport Company, their Successors and Assigns, and the Maryport Company, in respect of the Acts and Defaults of themselves and their Directors, Officers, Agents, and Servants, hereby covenant with the North-western Company, their Successors and Assigns, as follows; that is to say,

1. Each of the Two Companies Parties hereto (who are herein-after called the Two Companies) shall for the Purposes of all Traffic whatever, whether Passengers, Goods, Minerals, or other Things, from Time to Time, and at all Times, have the Right to book and invoice through, from any Station or Place on their respective Railways to any Station or Place on the Railways of the other Company; and each of the said Companies shall, for and in respect of all Traffic of the other Company, at all Times afford to and for such other Company all needful Accommodations, Facilities, and Conveniences at and over their respective Railways, or any Part thereof, and at the Stations, Works, and Conveniences thereon by the Trains of the respective Companies, and by Through Booking and Invoicing Through Rates, and so far as reasonably may be by Through Waggon, Trucks, and Carriages; and shall at all Times and in all respects conduct, forward, and carry on and accommodate all such Traffic on equal Terms with and as well as if it were their own proper Traffic.

2. Like Facilities in all respects shall be given and enjoyed for all Through Traffic between the Whitehaven Junction Railway, the Cockermouth and Workington Railway, as well as any future Extension of the Cumberland Lines of the North-western Company, and so far as the North-western Company can and or may be able between the Whitehaven and Furness Junction Railway the Maryport and Carlisle Railway, and Places North thereof, and also the Newcastle and Carlisle Railway.

3. The North-western Company will, for the Purpose of developing the Traffic of the Lines of the Two Companies, maintain a System of Through Passenger Trains over the Whitehaven Junction Railway (not less in Number than Four Trains per Day each Way) in connexion with the Trains of the Maryport Company, between Maryport and Carlisle and Carlisle and Maryport; and

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and the Times when such Trains are to be run, and the Stations at which they are to stop, and the Fares to be charged by such Trains, shall from Time to Time be settled and determined by Agreement between the Two Companies, or, failing Agreement, by Arbitration as herein-after mentioned.

4. Subject to the Concurrence of the Whitehaven, Cleator, and Egremont Railway Company, One Half of all Traffic to or from the Whitehaven, Cleator, and Egremont Railway shall be exchanged between the Two Companies at Marron Foot, and the other Half shall be exchanged between the Two Companies at Maryport, or accounted for as if so exchanged.

5. All Traffic to or from Places North of the Maryport and Carlisle Railway, and Places on the Newcastle and Carlisle Railway from or to Places on the Whitehaven Junction, and so far as the London and North-western Company can control the Traffic to and from Places on the Whitehaven and Furness Railways respectively, shall be interchanged between the Two Companies at Maryport, and to or from the Cockermouth and Workington Railway at Brigham or Maryport.

6. All Through Traffic (unless otherwise specially consigned) shall be forwarded by the shortest Route, but Traffic originating at Carlisle and Cockermouth respectively, and destined for Delivery at either of those Towns, is to be at liberty to go by either of the Routes available for that Purpose; and as regards Traffic to and from Places on the London and North-western Railway from and to Places on the Maryport and Carlisle Railway (except Maryport), the same shall be forwarded viâ Carlisle.

7. The Tolls, Rates, and Charges for the Carriage of Coal from Linefoot (situate midway on the Derwent Branch of the Maryport Company) to Workington or Maryport, including Terminals and Shipment, shall from Time to Time be fixed and determined by the Two Companies, a like Charge, however, being made by both Routes.

8. The Tolls, Rates, and Charges for Traffic of all kinds between competing Points shall be equal, and shall be fixed and determined by mutual Agreement between the Two Companies, or, failing Agreement, by Arbitration, as herein-after provided.

9. The following Regulations shall have Effect with respect to the Through Fares, Rates, and Charges to be taken by the Two Companies respectively for all Through Traffic; (that is to say,)

- (a) Subject to the Provisions herein-before contained, the Tolls, Rates, and Charges to be taken for all Through Traffic shall be fixed and determined by mutual Agreement between the Two Companies, or, in case of Difference, shall from Time to Time be determined by Arbitration as herein-after mentioned:
- (b) The Through Rates to be so fixed shall, in respect of Goods, Minerals, and the like, include the terminal Charges for the respective Through Traffic:
- (c) The Through Fares, Rates, and Charges on Traffic to any Place not immediately on any of the above-mentioned Railways shall be made to that Place; but the Distance coached or carted over between that Place and the Station on or connected with any of the said Railways which is nearest to such Place shall not be reckoned as Mileage, but the Cost of the Coaching or Cartage shall be covered by the terminal Allowance:
- (d) The terminal Charges and Allowances, subject to the Provisions of their respective Acts, if any, applicable thereto for all Through Traffic, shall be such terminal Charges and Allowances as the Two Companies from Time to Time agree upon, or as, failing Agreement, are determined or allowed by the Regulations for the Time being in force of the Railway Clearing House, or, where such Regulations do not apply, as may be determined by Arbitration as herein-after mentioned:

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- (e) The Receipts on Through Goods and Through Mineral Traffic, after deducting Terminals, shall be divided in equal Mileage Proportions of the whole Mileage reckoned upon the shortest Route (except where such Traffic is not obliged to go by the shortest Route, as provided in this Agreement), and the Through Receipts on Passenger Traffic shall be divided on the usual Clearing House Principles:
- (f) The Two Companies respectively shall at all Times keep all proper Accounts and Vouchers relating to the Through Traffic and the Through Fares, Rates, and Charges, and shall afford to each other all reasonable Facilities for the Inspection and Transcription thereof, and shall render to each other monthly Statements thereof, and when reasonably required shall duly vouch the same:
- (g) The Balance of the Accounts for every Month shall be settled and discharged at the End of Fourteen Days after the respective Month.

10. Each of the Two Companies will from Time to Time and at all Times grant to the other on all their Lines of Railway and the Stations thereon in Cumberland, whether now made or hereafter to be made, every Facility, usual between friendly Companies, and equal to any granted to any other Company or Companies at the same Places, including the Exhibition of Time Bills and Notices in reference to the Traffic of their respective Railways.

11. The North-western Company will from Time to Time and at all Times permit and suffer the Maryport Company to run with their own Engines and Carriages of every Description over the Portion of the Cockermouth and Workington Railway between Brigham and Marron Foot and between Brigham and Cockermouthold Station, and will permit and suffer the Maryport Company to have the free Use of the said Station and the Watering Places and Conveniences annexed thereto; and also (subject to the Concurrence of the Cockermouth, Keswick, and Penrith Railway Company) to run over the said last-mentioned Railway to the new joint Station at Cockermouth, and to have the free Use of that Station and the Conveniences annexed thereto, upon such Terms as regards Accommodation, Rent, Working Expenses, and otherwise, as may be mutually agreed upon, or, failing Agreement, as may be settled by Arbitration as herein-after mentioned, the Maryport Company being allowed, in Addition to their Share of the Mileage Proportion of net Receipts herein-before provided for, Twenty-five per Cent. of the gross Receipts arising from all Traffic conveyed by them between the above-mentioned Points.

12. The North-western Company shall be admitted by the Maryport Company to the Rights hitherto enjoyed by the Whitehaven Junction Railway Company, as Occupants of the Station at Maryport, on Terms similar to those under which the said Whitehaven Junction Railway Company have hitherto been provided with Station Accommodation and Facilities there, subject, however, to a Revision of the Charges to be made for Rent and Proportion of Working Expenses and otherwise, which Charges shall be mutually agreed upon between the Two Companies, or, failing Agreement, shall be fixed and determined by Arbitration as herein-after provided.

13. All Differences and Questions herein-before agreed or directed to be referred to, or be determined by Arbitration, and Questions which may hereafter arise between the Two Companies as to the Construction, Intent, or Effect of this Agreement, or any Clause thereof, or with respect to the Fares, Rates, and Charges to be taken for Through Traffic, or as to any Facilities to be afforded by either of the Companies to the other, under the Provisions of this Agreement, or upon or with respect to the carrying the Provisions thereof, or any of them, into effect, or upon any Matter arising out of the same respectively, shall from Time to Time be settled and determined by a single Arbitrator in the Manner (so far as applicable) provided by the Railway Companies Arbitration Act, 1859, as to References of disputed Questions to Arbitration; and all the Clauses of the said Act with reference to the Settlement of Disputes by Arbitration shall

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shall (so far as they may be applicable) be taken as Part of this Agreement, and as if the same had been specially incorporated therein.

14. In the event of the Arbitrator at any Time deciding that the North-western Company are not duly affording to the Maryport Company the Facilities which, under Articles 2 and 3 of this Agreement, the last-named Company are entitled to have afforded to them, the North-western Company shall thenceforth permit and suffer the Maryport Company to run with their Engines and Carriages of every Description over so much of the Whitehaven Junction Railway as lies between Maryport and Whitehaven, and to use the Stations, Watering Places, Water, Sidings, and all other necessary Accommodation in connexion therewith, upon such Terms and Conditions as may be mutually agreed upon, or, failing Agreement, as the Arbitrator may determine.

15. This Agreement shall commence and take effect as from the First Day of August One thousand eight hundred and sixty-six, and, so far as lawfully may be, shall be perpetual.

In witness whereof the said Two Companies Parties hereto have hereunto affixed their Common Seals the Day and Year first before written.

The Common Seal of the London and North-western Company was hereunto affixed, in the Presence of

R. SAVILL.

The Seal of the
London &
North-western
Railway
Company.

The Common Seal of the Maryport and Carlisle Railway Company was hereunto affixed, in the Presence of

JOHN ADDISON,
Secretary.

The Seal of the
Maryport and
Carlisle Railway
Company.

SCHEDULE (B.)

HEADS of ARRANGEMENT between the London and North-western Railway Company (the North-western Company), and the Cockermouth, Keswick, and Penrith Railway Company, and the Company or Companies using the same (the Keswick Company), for Rates and Facilities for Traffic, and to establish friendly Relations between the Companies.

1. After the Amalgamation of the Whitehaven Junction Railway Company, the Cockermouth and Workington Railway, the North-western Railway, the Whitehaven Junction Railway, and the Railway to the Lonsdale Dock at Workington, so long as that Railway shall be used by the North-western Company, shall for all Traffic Purposes be considered a continuous Line of Railway.

2. A terminal Charge shall be allowed on all Minerals, Pig Iron, and other like Articles, passing between the Keswick Line and Whitehaven Line, to the terminal Company at both Ends, such Allowance never to be less than Threepence per Ton, and not to be more than Threepence, without the Consent of the terminal and intermediate Companies. The North-western Company shall also receive One Penny per Ton for all Coke, Coal, or Iron Ore shipped by them except Pig Iron, which shall be charged a reasonable Rate per Ton for Shipping Charge.

3. The North-western Company, in respect of the Whitehaven Junction Railway and the Cockermouth and Workington Railway, shall accept and receive

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receive for all Through Mineral Traffic and Pig Iron the same Rate per Ton per Mile as the Keswick Company shall receive for the same Traffic passing on or over their Railway, save that such Mileage Rate shall never be less than Three Farthings per Ton per Mile, in Train Loads of not less than 100 Tons, without the Consent of the North-western Company.

4. The North-western Company shall ship the Minerals and Articles enumerated above either at the Lonsdale Dock or Merchant's Quay at Workington, at the Option of the Sender.

5. The Rates hereby agreed to shall be exclusive of Waggons or Waggon Hire.

6. The North-western Company shall afford all usual Facilities to the Keswick Company or any Company lawfully using their Railway for the Collection and Transit of all Traffic, whether Passengers, Goods, or Minerals, upon any Portion of the Whitehaven Junction Railway or Cockermouth and Workington Railway, to and from the Cockermouth, Keswick, and Penrith Railway; and the North-western Company shall send and transmit all Traffic under their Control, and not otherwise consigned, arising on or passing to, from, or over the Whitehaven Railway, over and across the Keswick Railway, whenever that Railway forms Part of the shortest Route for such Traffic.

7. A complete System of Through Rates and Through Booking and Invoicing for Traffic shall be forthwith established between the Whitehaven Junction Railway and Cockermouth and Workington Railway and the Keswick Company's Railway, with such Modifications of the System, if any, as Circumstances shall from Time to Time require.

8. The Rates and Charges to be from Time to Time demanded and received by the Companies respectively in respect of all Through Traffic shall be divided between the Companies in Mileage Proportions, according to the Rules and Regulations of the Railway Clearing House for the Time being, save as herein otherwise provided.

9. Any Difference which may at any Time arise between the Companies under these Heads of Arrangement shall be from Time to Time referred to Arbitration in the Manner provided by "The Railway Company's Arbitration Act, 1859," for the Settlement of Disputes by Arbitration; and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference; and the Cost and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

Dated the 15th Day of May 1866.

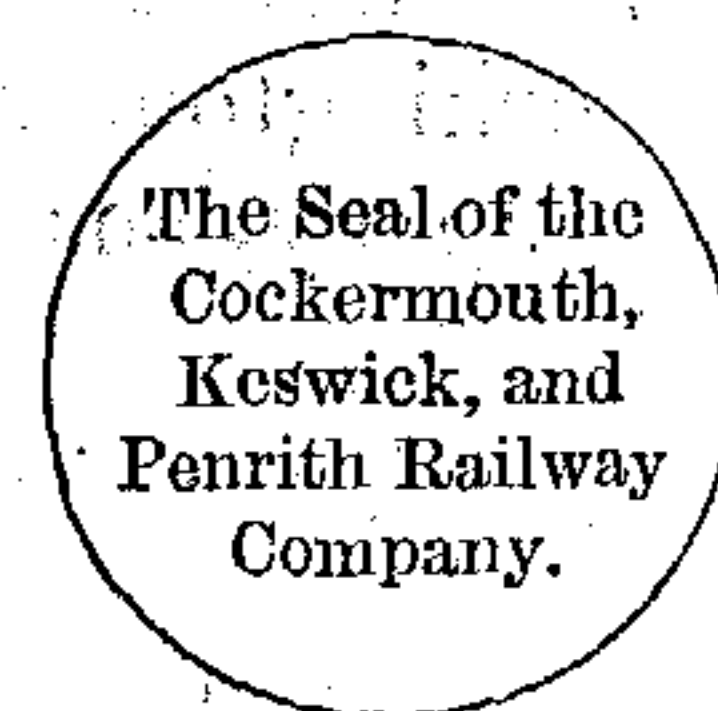
Passed under the Seal of the London and North-western Railway Company.

R. SAVILL,
Assistant Sec.



Passed under the Seal of the Cockermouth, Keswick, and Penrith Railway Company.

H. CATTLE,
Secretary.



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