



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxvi.

An Act to enable the *Solway Junction Railway Company* to make a Junction with the *Carlisle and Silloth Bay Railway*; and for other Purposes. [15th July 1867.]

WHEREAS by "The *Solway Junction Railway Act, 1864*," 27 & 28 Vict. c. clviii.
the *Solway Junction Railway Company* (herein-after called "the Company"): were incorporated, and were authorized to make and maintain Railways in the Counties of *Dumfries* and *Cumberland*, and to raise a Capital of Three hundred and twenty thousand Pounds in Shares, and to borrow One hundred and six thousand six hundred Pounds on Mortgage of their Undertaking: And whereas by "The *Solway Junction Railway (Deviation) Act, 1865*," 29 & 30 Vict. c. cexliii. the Company were authorized to make and maintain other Railways in substitution for Portions of the Railways authorized by the first-mentioned Act: And whereas by "The *Solway Junction Railway (Capital) Act, 1866*," the Company were authorized to raise a further Sum of Sixty thousand Pounds in Shares and Twenty thousand Pounds on Mortgage of the Undertaking of the Company, and Power was given to the *North British Railway Company* and the *Glasgow and South-western Railway Company* to subscribe to the Undertaking of the Company: And whereas the Company are proceeding to put their said Acts into execution, and there are no Shares

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in the Company entitled to any Preference or Priority of Interest or Dividend: And whereas it would be a public Advantage if the Company were empowered to vary, as by this Act provided, the Construction of their authorized Railway where it crosses the *Solway Frith* by extending the Length of the open Viaduct therein, and completing such Viaduct without an opening Bridge therein, and if the Company were authorized to construct a Junction Railway in the County of *Cumberland* for connecting the *Carlisle and Silloth Bay* Railway with the Undertaking of the Company: And whereas Plans of the intended Variation of the Company's authorized Railway and of the intended Junction Railway, and describing the Line or Situation of the whole of the intended Works, and the Lands in or through which they are to be made or varied, and Sections of such Works, and a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, were deposited with the Clerk of the Peace for the County of *Cumberland* on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-six: And whereas it is expedient that the Times granted by the recited Acts for the Exercise by the Company of the Powers vested in them for the compulsory Purchase of Lands and Houses and the Completion of the Railways of the Company should be extended: And whereas it is expedient to empower the Company to make Regulations relating to their authorized Capital, and divide the same into Preferred and Deferred Half Shares, as by this Act is provided, and to empower the Company to increase and from Time to Time to vary the Number of the Directors of the Company as by this Act is provided: And whereas it is expedient that the *Caledonian* Railway Company be empowered, as by this Act is provided; to take Shares in and subscribe to or towards the Undertaking of the Company, and for these Purposes to increase their Capital, and also to guarantee the Payment of the Interest of any Monies from Time to Time raised by the Company by the Exercise of any borrowing Powers of the Company: And whereas it is expedient that Traffic Facilities and Powers over other Railways and Undertakings as by this Act provided should be granted to the Company, and that Agreements between the Company and other Companies for the Purposes in this Act specified be authorized as by this Act is provided, and it is also expedient that the Agreement set forth in the Schedule to this Act, and made between the *Maryport and Carlisle* Railway Company and the Company, should be confirmed: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present

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present Parliament assembled, and by the Authority of the same, as follows :

1. This Act may be cited for all Purposes as “The *Solway Junction Railway Act, 1867.*” Short Title.

2. The Clauses and Provisions of “The Companies Clauses Consolidation Act, 1845,” with respect to the following Matters, (that is to say,) 8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c.c.92.&118. incorporated.

- The Distribution of the Capital of the Company into Shares ;
- The Transfer or Transmission of Shares ;
- The Payment of Subscriptions and the Means of enforcing the Payment of Calls ;
- The Forfeiture of Shares for Nonpayment of Calls ;
- The Remedies of Creditors of the Company against the Shareholders ;
- The making of Dividends ;
- The giving of Notices ; and
- The Provision to be made for affording Access to the Special Act ;

And Part I. of “The Companies Clauses Act, 1863,” and “The Lands Clauses Consolidation Act, 1845,” “The Lands Clauses Consolidation Acts Amendment Act, 1860,” “The Railways Clauses Consolidation Act, 1845,” and Part I. (relating to the Construction of a Railway), Part II. (relating to Extension of Time), and Part III. (relating to Working Agreements) of “The Railways Clauses Act, 1863,” shall (except where expressly varied by this Act) be incorporated with this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction ; the Expression “the Company” shall mean the Company incorporated by this Act ; the Expression “the Railway” shall mean the Railway by this Act authorized ; the Expression “Superior Courts” or “Court of competent Jurisdiction,” or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute ; the Expression “the *Furness Company*” shall mean the *Furness Railway Company* ; the Expression “the *Caledonian Company*” shall mean the *Caledonian Railway Company* ; and the Expression “the *North-western Company*” shall mean the *London and North-western Railway Company* ; and the Word Owner in the Provisions relating to Junctions of “The Railways Clauses Act, 1863,” shall, in reference to the *Carlisle and Silloth Bay Railway*, Interpretation of Terms.

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Railway, mean the Lessee during the Continuance of the Lease thereof to the *North British Railway Company*.

Power to
make Rail-
way accord-
ing to de-
posited
Plans.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Railway herein-before referred to and authorized by this Act is,—

A Railway of Thirteen Chains or thereabouts in Length, commencing by a Junction with the *Carlisle and Silloth Bay Railway* at or about the South End of the Bridge carrying that Railway over the River *Waver*, which Bridge is situate about Eight Chains and a Quarter South of the Mile Post on the last-mentioned Railway indicating Sixteen Miles from *Carlisle*, and terminating by a Junction with the Railway No. 3. of the Company authorized by “*The Solway Junction Railway (Deviation) Act, 1865*,” at a Point Thirteen Chains or thereabouts distant from the authorized Commencement of that Railway, measuring along that Railway.

Power to
Company to
vary Con-
struction of
Railway
across Sol-
way Frith.

5. In order the better to protect the Fisheries in the *Solway Frith* the Company may and shall, in constructing their Railway across the Bed of the *Solway* in the Parish of *Annan* in the County of *Dumfries*, substitute open Viaduct, as shown upon the Plans and Sections herein-before referred to as having been deposited with the Clerk of the Peace for the County of *Cumberland*, and in lieu of Embankment, for a Distance of Forty Yards Northward of the Northern End of the Viaduct now in the Course of Construction by the Company.

Dispensing
with Open-
ing Bridge.

6. Notwithstanding anything in the “*Solway Junction Railway Act, 1864*,” or the Plans and Sections therein referred to, expressed or contained, the Company may construct and at all Times maintain the said Viaduct as a fixed Viaduct, and without making or maintaining any Opening, Swing, or Draw Bridge therein, and all Enactments of any Act of Parliament to the contrary are hereby repealed.

Power to
apply
authorized
Capital.

7. The Company may apply any Monies raised or to be raised by them, or by any other Person or Corporation under the recited Acts or this Act, to the Purposes of this Act.

Power to
divide
Shares.

8. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person

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person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share." Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up; and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

9. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate, not exceeding Five Pounds *per Centum per Annum*, as shall be determined at a General Meeting of the Company specially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share; and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividends on
Half Shares.

10. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Dividend on
Preferred
Shares to be
paid out of
the Profits
of the Year
only.

11. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any Certificate being so delivered up the Directors shall cancel it.

Half Shares
to be re-
gistered and
Certificates
issued.

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Terms of
Issue to be
stated in
Certificates.

12. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of
Preferred
Shares.

13. The Provisions of "The Companies Clauses Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Preferred
Half Shares
not to be
cancelled or
surrendered.

14. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Half Shares
to be Half
Shares in
Capital.

15. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Power to
Caledonian
Company to
guarantee
Payment of
Monies bor-
rowed by the
Company.

16. The *Caledonian* Company may from Time to Time, with the Consent of at least Four Fifths of the Votes of the Proprietors of that Company present personally or by proxy at a General Meeting specially convened for the Purpose, guarantee during Seven Years after the passing of this Act the Payment of the Interest of any Money from Time to Time raised by the Company by the Exercise of any borrowing Powers of the Company: Provided that no such Payment shall affect any Preference or Priority in Payment of Interest or Dividend granted or assigned by the Company guaranteeing as aforesaid to any Shares or Stock before the Time of the making or giving of such Guarantee.

Power to
Caledonian
Company to
subscribe,
and to apply
Funds for
that Purpose.

17. The *Caledonian* Company may, with the Authority of Four Fifths of the Votes of their Shareholders present (in person or by proxy) at a General Meeting of that Company specially convened for the Purpose, from Time to Time subscribe any Sum which they think fit towards the Undertaking hereby authorized not exceeding in the whole One hundred thousand Pounds, and not exceeding in the aggregate, together with the other subscribed Capital of the Company,

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Company, the Capital which the Company is for the Time being empowered to raise; and the *Caledonian* Company may, with the like Authority, contribute and apply in Payment of their said Subscription any Money which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the *Caledonian* Company shall, in respect of the Sum to be subscribed, and the corresponding Shares in the Company to be held, by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings which shall be as herein-after provided), and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that the *Caledonian* Company shall not sell, dispose of, or transfer any of the Shares in the Company for which they may subscribe.

18. The Company may from Time to Time increase and reduce the Number of the Directors of the Company, provided that the Number be not less than Five or more than Six.

Number of
Directors.

19. 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 Two Years from the passing of this Act.

Powers for
compulsory
Purchases
limited.

20. The Railway shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for
Completion
of Works.

21. The respective Periods limited by "The *Solway Junction* Railway Act, 1864," and "The *Solway Junction* Railway (Deviation) Act, 1865," for the compulsory Purchase of Land, are hereby extended and may be exercised by the Company for and during a Period of Two Years from the passing of this Act, and on the Expiration of that Period those Powers shall cease.

Extension of
Time for
Exercise of
compulsory
Powers
granted by
former Acts.

22. The respective Periods limited by "The *Solway Junction* Railway Act, 1864," and "The *Solway Junction* Railway (Deviation) Act, 1865," for the Completion of the Railways and Works by those Acts respectively authorized, shall be and the same are hereby extended and enlarged until the Expiration of Three Years from the passing of this Act, and on the Expiration of that Period the Powers by those Acts or the Acts incorporated therewith granted to the Company for executing the said Railways and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railways and Works as shall then be completed.

Extension of
Period for
exercising
Construction
Powers of
former Acts.

23. The

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Traffic
Facilities on
the Furness
Railways.

23. The *Furness* Company may agree with the Company to book through from all Stations and Places on the Railways of the *Furness* Company, and to forward with due Diligence thereon, all Passengers, Goods, Minerals, Animals, and other Traffic to, from, through, and over the Undertaking of the Company, and to grant to the Company for the Purposes of all Traffic whatever, whether Passengers, Goods, Minerals, Animals, or other Things, the Right to book and invoice through from any Station or Place on the Company's Railways to and through any Station or Place on the Railways of the *Furness* Company, and at all Times to afford to the Company in respect of all Traffic of or passing upon the Railways of the Company all needful Accommodations, Facilities, and Conveniences at and over the Railways of the *Furness* Company, and at the Stations, Works, and Conveniences thereon respectively, by the Trains of the *Furness* Company, and by through booking and invoicing and Through Rates, and (as far as reasonably may be) Through Waggons and Carriages, and at all Times and in all respects to conduct, forward, and carry on and accommodate all such Traffic on equal Terms with and as if it were the proper Traffic of the *Furness* Company.

For mutual
Traffic
Facilities
between the
London and
North-west-
ern Company
and the
Company.

24. The *North-western* Company and the Company (with the Consent and Concurrence, as far as necessary, of the *Maryport and Carlisle* Railway Company) shall for the Purposes of all Traffic to, from, and over the Lines of the Company from and to the *Cockermouth and Workington* and the *Whitehaven Junction* Lines of the *North-western* Company, and, so far as the *North-western* Company can, from and to Stations and Places on the *Furness* Company's Railways except *Carnforth*, and whether Passengers, Goods, Minerals, or other Things, from Time to Time and at all Times book through and invoice to and from any Station or Place on the before-mentioned Railways; and each of the said Two Companies shall for and in respect of the Traffic of the other of those Companies between the Places aforesaid at all Times afford to and for such other Company all needful Accommodation, 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 Waggons, 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 and as well as if it were their own.

For settling
Rates and
Tolls for
such Traffic.

25. The Through Rates, Tolls, and Charges, other than Terminal Charges, to be taken for all Traffic included in Clause Twenty-four of this Act, shall be fixed and determined by mutual Agreement, so far as the *North-western* Company and the Company are concerned, or,
in

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in case of Difference, by Arbitration, under the Provisions of "The Railway Companies Arbitration Act, 1859."

26. The Terminal Charges and Allowances for all Traffic included in Clause 24 of this Act, subject to the Provisions (if any) contained in the respective Acts applicable thereto, shall be such Terminal Charges and Allowances as the *North-western* Company and the Company from Time to Time agree upon, or as, failing Agreement, are, with respect to all Things except Coal, Lime, Iron Ore, and other Articles not regulated by the Railway Clearing House, determined or allowed by the Regulations for the Time being in force of the Railway Clearing House, and are, with respect to the excepted Matters, determined by Arbitration as aforesaid.

For settling
Terminals
for such
Traffic.

27. The Receipts on all the Goods and Mineral Traffic included in Clause Twenty-four of this Act, after deducting Terminals, shall be divided in equal Mileage Proportions of the whole Mileage, and the Receipts on the Passenger Traffic included in the same Clause shall be divided on the usual Principles for the Time being of the Railway Clearing House.

For appor-
tioning
Receipts for
such Traffic.

28. The Company on the one hand, and the *North-western* Company, on the other hand, may agree with respect to all or any of the following Purposes; viz.,

Agreements
between the
Company
and the
Furness
and North-
western
Companies.

The Maintenance and Management of the Railways of the Company, or any Part thereof, and of the Works connected therewith, or any of them:

The Use and Working of the Railways of the Company, or any Part thereof, or of the Railways of the Two last-named Companies, or any Part thereof:

The Conveyance of Traffic on the Railways of the Company, or the Two last-named Companies:

And the fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of the said Traffic:

Provided always, that it shall not be lawful for the contracting Parties by any such Agreement to rescind, abridge, or prejudicially affect any Right or Power which any other Railway Company may for the Time being have to use the Undertakings of the Company, or any Part thereof.

29. It shall be lawful for the Company, and all other Companies or Persons lawfully using the Railway of the Company, or any Parts thereof, to run over and use with Engines, Carriages, Officers, and Servants, and for the Purposes of their Traffic of every Description, such Portion of the *Carlisle and Silloth Bay* Railway as lies between the *Abbey* Station thereon and the Junction therewith of the Railway

Running
Powers over
Part of the
*Carlisle and
Silloth Bay*
Railway.

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(No. 1.) authorized by the "*Solway Junction Railway (Deviation) Act, 1865,*" and also the *Abbey Station* aforesaid, and all Stations, Sidings, Roads, Watering Places, Water, Platforms, Booking Offices, Warehouses, Approaches, Turn-tables, Signals, and other Works and Conveniences connected with the said Portion of Railway, on such Terms and Conditions, and on Payment of such Tolls, Rates, and Charges, as may be agreed upon, or as, in case of Difference, shall be settled by Arbitration according to "*The Railway Companies Arbitration Act, 1859,*" by a single Arbitrator, to be, in case of Difference, appointed by the Board of Trade; and if the Owners or Lessees of the said *Carlisle and Silloth Bay Railway* shall, when required by the Board of Trade (and the Board of Trade are hereby authorized at any Time so to require, if they think fit), lay down to the Satisfaction of that Board a double Line of Way on the Part of the said *Carlisle and Silloth Bay Railway* to be run over and used under the Powers of this Act, together with all proper and sufficient Works and Conveniences thereon; and if the said Part of the said Railway as a single Line of Way until such double Line shall be laid down, and afterwards as a double Line of Way, and together with all proper and sufficient Works and Conveniences thereon, shall by the Owners or Lessees for the Time being thereof be at all Times maintained and kept in good and proper Repair and working Order to the Satisfaction (in case of Difference) of a single Arbitrator, to be appointed as last aforesaid, the Company shall at all Times after the opening of the Railways of the Company for public Traffic use the said Portion of the said *Carlisle and Silloth Bay Railway* for the Purposes of all the Traffic passing between the Portions of the Railways of the Company lying immediately North and South of the said Portion of the said *Carlisle and Silloth Bay Railway*: Provided always, that if and whenever in any Year after the Time when such second or double Line of Way shall, upon such Requirement as aforesaid, have been completed to the Satisfaction aforesaid, and opened for public Traffic, the Tolls, Rates, and Charges agreed upon or settled to be paid by the Company under the Provisions of this present Section of this Act shall amount in the aggregate to a less Sum than Seven hundred Pounds, the Company shall pay to the Owners or Lessees aforesaid the Difference between the aggregate Amount thereof and Seven hundred Pounds.

Tolls on Traffic conveyed partly on the Railway and partly on other Railways.

30. During the Continuance of any Agreement to be entered into under the Provisions of this Act for the Use of the Railways of the Company by the *North-western Company*, and whenever the Power by this Act given to the Company to run over, work, and use the said Portion of the *Carlisle and Silloth Bay Railway* shall be exercised, the Railways of the Company and the other Railways respectively with regard to which such Agreement shall be made, or such Power shall

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shall be exercised, shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways of the Company and partly on the other Railways, with regard to which such Agreement shall be made or Power exercised, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railways of the Company and partly on the Railways with regard to which such Agreement shall be made or Power exercised respectively.

31. The Company may demand and receive Tolls, Rates, Rents, and Remunerations in respect of the several Services, Facilities, and Powers herein-before mentioned or referred to, and to be rendered by other Companies to or exercised over or upon the Undertaking of other Companies by the Company; provided that no such Tolls, Rates, Rents, or Remunerations shall exceed those which the respective other Companies are respectively entitled to charge under like Circumstances.

Tolls to be taken by Company in respect of Services, Facilities, &c.

32. The *Caledonian* Company may from Time to Time raise for the Purposes of their Subscription to the Undertaking any Sum of Money not exceeding in the whole the Amount which that Company may as aforesaid agree to subscribe by the Creation and Issue of new Ordinary Shares or Stock, and new Preference Shares or Stock, in their Capital, or, at the Option of that Company, by any of those Modes; and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,)

Power to Companies raise Money by the Creation of Shares or Stock.

The Distribution of the Capital of the Company into Shares;

The Transfer or Transmission of Shares;

The Payment of Subscriptions and the Means of enforcing the Payment of Calls;

The Forfeiture of Shares for Nonpayment of Calls;

The Remedies of Creditors of the Company against the Shareholders;

The Consolidation of the Shares into Stock;

The General Meetings of the Company and the Exercise of the

Right of voting by the Shareholders;

The making of Dividends;

The giving of Notices;

The Provision to be made for affording Access to the Special Acts;

And

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And Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," shall extend and apply to the *Caledonian* Company, and to the additional Capital which they are by this Act authorized to raise.

Shares not to issue until One Fifth paid up.

33. The *Caledonian* Company shall not issue any Share 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 of the Amount of such Share shall have been paid in respect thereof.

Application of Monies raised by the Companies.

34. All Monies which the *Caledonian* Company may raise under the Powers of this Act shall be applied for the Purposes of the before-mentioned Contribution only.

Votes of Companies at General Meetings.

35. The *Caledonian* Company whilst Shareholders of the Company may, by Writing under their Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and at each such Meeting such Person shall have and may exercise on behalf of the *Caledonian* Company all the Privileges and Powers attaching to other Shareholders of the same Class.

Interest not to be paid on Calls paid up.

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

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

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

Saving Rights of the Crown in the Fore-shore.

38. 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 Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained

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contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

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

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

40. The Agreement between the Company and the *Maryport and Carlisle* Railway Company set forth in the Schedule to this Act is hereby confirmed, and shall have the same Force and Effect as if it were set forth in this Act.

Confirming Agreements with Maryport and Carlisle Company.

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

Expenses of Act.

The SCHEDULE referred to by the foregoing Act.

AN AGREEMENT made the Fourteenth Day of January 1867 between the *Maryport and Carlisle* Railway Company (herein-after called "the *Maryport* Company") of the one Part, and the *Solway Junction* Railway Company (herein-after called "the *Solway* Company") of the other Part.

WHEREAS an Agreement, dated the Second Day of April 1866, was entered into between the *London and North-western* Railway Company (herein-after called "the *North-western* Company") and the *Maryport* Company for the Purpose of facilitating the Interchange of the Traffic passing over the Lines of those respective Companies, and also over the System of the *Cockermouth and Workington* Railway Company, and the *Whitehaven Junction* Railway Company, which Two last-named Companies respectively were by "The *London and North-western* Railway (*Cockermouth and Workington* Railway Transfer) Act, 1866," and "The *London and North-western* Railway (*Whitehaven* Railway Transfer) Act, 1866," amalgamated with the *North-western* Company:

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And whereas the Solway Company is or will be interested in Part of the Traffic to which such Facilities relate: And whereas the Solway Company, for the Purpose of protecting their Interests, promoted a Bill in the Session of Parliament of the Year 1866 for making a Branch Railway from Bromfield in Extension of their present authorized Line of Railway so as to form a Junction with the Whitehaven Junction Railway near to Maryport: And whereas the said proposed Line was near to and almost parallel with the Portion of the Main Line of the Maryport and Carlisle Railway between Brayton and Maryport, and was objectionable to the Maryport Company: And whereas during the Pendency of the said Session of Parliament of 1866 the Maryport Company and the Solway Company came to an Agreement for affording to each other the mutual Facilities herein-after expressed, which rendered unnecessary the Promotion of the Branch and Extension Railway aforesaid by the Solway Company, and that Company in consideration thereof agreed to abandon the Promotion of their said Bill, and not to promote any future Bill for the same or a similar Line of Railway, and Heads of the said Agreement were reduced into Writing and sealed by the Two Companies; and it was by that Document agreed that the said Heads should be embodied in an Agreement to be prepared by the Solicitors of the Two Companies, and that Parliamentary Sanction should be obtained for the same: And whereas for carrying into effect the said Agreement the Two Companies are desirous and have agreed to execute these Presents: Now therefore these Presents witness, that in consideration of the Premises the Maryport Company in respect of the Acts and Defaults of themselves, and their Directors, Officers, Agents, and Servants, hereby covenant with the Solway Company, their Successors and Assigns, and the Solway 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, as follows; (that is to say,)

1. Each one of the Two Companies Parties hereto (which Companies are herein-after when jointly referred to 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 every or any Station or Place on their respective Railways to every or any Station or Place on the Railway of the other of the Two Companies; and each one of the Two Companies shall, for and in respect of all Traffic of each other of the Two Companies, at all Times forward the same with due Diligence, and afford to and for such other of the Two Companies in respect thereof all needful Accommodation, Facilities, and Conveniences at and over the respective Railways of such one of the Two Companies, or any Part thereof, and at the Stations, Works, and Conveniences thereon, by the ordinary Trains of, and if and when needful by additional Trains of, such one of the Two Companies, and by through booking and invoicing, and by Through Rates, and, so far as reasonably may be, by Through Waggons, Trucks, and Carriages, and shall at all Times and in all respects conduct, forward, and carry on and accommodate all such Traffic of such other of the Two Companies on equal Terms with and with equal Diligence and Despatch and as well as if it were the proper Traffic of such one of the Two Companies.

2. Like Facilities in all respects, to those provided for by Article 1 with relation to the Traffic therein described shall at all Times be given and afforded by the Two Companies respectively to and for all Through Traffic whatever to

or

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or from every or any Station or Place on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively, or to or from every or any Station or Place beyond those several Railways respectively, from or to Stations or Places on the Glasgow and South-western and Caledonian Railways respectively North of Annan and Kirtle Bridge respectively, or from or to every or any Station or Place beyond those several Railways respectively, and delivered respectively to the Maryport Company at Maryport or Brigham and to the Solway Company at Kirtle Bridge or Annan, and all such last-mentioned Traffic shall, unless otherwise consigned, be interchanged between the Two Companies at Brayton.

3. Like Facilities in all respects to those provided for by Article 1 with relation to the Traffic therein described shall also at all Times be given and afforded by the Two Companies respectively to and for all Through Traffic whatever passing to or from every or any Station or Place on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively, or to or from every or any Station or Place beyond those several Railways respectively, from or to every or any Station or Place on the Silloth and Port Carlisle Sections of the North British Railway West of the Kirk Andrews Station, and all such last-mentioned Traffic shall, unless otherwise consigned, be interchanged between the Two Companies at Brayton.

4. Like Facilities in all respects to those provided for by Article 1 with relation to the Traffic therein described shall also be given and afforded by the Two Companies respectively to and for all Through Traffic whatever passing to or from every or any Station or Place on the North British Railway North of a Line drawn due East from Kirtle Bridge from or to every or any Station or Place on or beyond the late Cockermouth and Workington, the Whitehaven, Cleator, and Egremont, the late Whitehaven Junction, the late Whitehaven and Furness Junction, and the Furness Railways respectively; and the Rates, Tolls, and Charges to be levied or made in respect of such last-mentioned Traffic, so far as the Two Companies respectively can control the same, shall be similar and equal in all respects, whether such Traffic be sent viâ the Solway Junction Railway or the Maryport and Carlisle Railway.

5. All Through Traffic to or from Places on the Furness, the late Whitehaven and Furness Junction, the late Whitehaven Junction, the Whitehaven, Cleator, and Egremont, and the late Cockermouth and Workington Railways respectively from or to Places on the Newcastle and Carlisle Railway, and from or to Carlisle or Places North of Carlisle, within the District bounded on the West by the Caledonian Railway South of Kirtle Bridge, and on the North by a Line drawn due East from Kirtle Bridge, shall, unless otherwise consigned, be sent viâ the Maryport and Carlisle Railway as at present.

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

(A.) The Tolls, Rates, Fares, and Charges to be taken for all Through Traffic, and for all Traffic interchanged between the Two Companies, shall be fixed and determined by mutual Agreement, so far as the Two Companies are concerned, or, in case of Difference, shall from Time to Time be determined by Arbitration as herein-after mentioned;

(B.) The

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- (B.) The Rates to be so fixed shall, in respect of Goods, Minerals, and the like, include the Terminal Charges (if any) for the respective Through Traffic:
- (C.) The Terminal Charges and Allowances for all Traffic, subject to the Provisions (if any) contained in the respective Acts applicable thereto, shall be such Terminal Charges and Allowances as the Two Companies from Time to Time agree upon, or as, failing such Agreement, are with respect to all Things, except Coal, Lime, Iron Ore, and other Articles not regulated by the Railway Clearing House, determined or allowed by the Regulations for the Time being in force of the Railways Clearing House, and are, with respect to the excepted Matters, determined by Arbitration as herein-after mentioned:
- (D.) The Receipts on all Goods and Mineral Traffic, after deducting Terminals, shall be divided in equal Mileage Proportions of the whole Mileage, and the Through Receipts on Passenger Traffic shall be divided on the usual Clearing House Principles, but subject to an Allowance to the Solway Company of an extra Mileage Proportion equal to Two Miles in respect of all Traffic passing over the Solway Viaduct, and provided that the aggregate Sum due to the Solway Company shall not exceed the Amount authorized by "The Solway Junction Railway Act, 1864," for the entire Distance carried by them: Provided always, that in case the divisional Proportion of the Maryport Company in respect of Traffic passing between Maryport and Brayton, or between Brigham and Brayton, including locomotive Power and Waggons, shall be less than at the Rate of One Penny per Ton per Mile, it shall be referred to the Arbitrator, to be appointed as herein-after provided, to determine whether any and, if any, what Sum other than the Mileage Proportion shall be allowed to the Maryport Company out of the Through Rate:
- (E.) The Two Companies respectively shall at all Times keep all proper and sufficient Accounts and Vouchers relating to the Traffic and the 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:
- (F.) The Balance of the Accounts for every Month shall be settled and discharged within Fourteen Days after the Expiration of every Month.
7. The Maryport Company will at all Times permit and suffer the Solway Company to run with their Engines and Carriages of every Description over the Portion of the Maryport and Carlisle Railway situate between the proposed Junction of the Solway Junction Railway with the Main Line of the Maryport and Carlisle Railway, near to the 10 $\frac{1}{4}$ Mile Post East of Brayton Station, and Brayton Station (such Distance for the Purposes of this Agreement being deemed to be and charged as Half a Mile), the Solway Company in that Case being allowed, in addition to their Share of the Mileage Proportion of such Receipts herein-before provided for, 20 per Cent. of the gross Receipts arising from all Traffic conveyed by them between the aforesaid Junction and Brayton Station.
8. The Maryport Company will also at all Times permit and suffer the Solway Company to have the free Use of the Station at Brayton upon such Terms as regards Accommodation, Rent, Working Expenses, and otherwise as may be

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be mutually agreed upon, or, failing Agreement, as may be determined by Arbitration as herein-after mentioned: Provided that in their User of the said Station the Solway Company shall in all respects observe and abide by the By-laws and Regulations of the Maryport Company for the Time being in force, and shall be subject to the Control and Management of the Maryport Company and their Officers, but so as not in any way to preclude the Solway Company from having the full and effectual Use of the said Station at all Times.

9. The Solway Company will not in any future Session promote any Bill, or be party or privy to the Promotion of any Bill, having for its Object or any of its Objects the Construction of a Railway from and out of their present authorized Railway to any Point near to or beyond Maryport.

10. The Maryport Company will not, without the Consent in Writing of the Solway Company, under the Seal of that Company, alter or modify the Terms of the above-recited Agreement between the North-western Company and the Maryport Company in any respect, so far as the same may relate to or affect the Traffic which if sent under that Agreement would pass over the Solway Junction Railway.

11. All Differences, Matters, and Questions herein-before agreed or directed to be referred to or to be determined by Arbitration, and all Differences 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 or Sums to be taken or received or claimed for or in respect of Through Traffic, or as to any Facilities to be given or afforded by either of the Two Companies to the other under the Provisions of this Agreement, or as to whether such Facilities have respectively been duly given or afforded or not, or upon or with respect to the due Performance and carrying into effect of all or any of the Provisions of this Agreement, or upon or with respect to any Matter whatsoever of or arising out of this Agreement, shall from Time to Time be referred to the Arbitration of, and be settled and determined by, a single Arbitrator, to be agreed upon between the Two Companies, or in case they do not agree upon the Arbitrator within Fourteen Days after Notice in Writing given by either Company to the other to join in the Appointment of One Arbitrator, then by a single Arbitrator to be appointed by the Board of Trade on the Application of either Company, and the Provisions of "The Railways Companies Arbitration Act, 1859," so far as they relate to References to a single Arbitrator, shall apply to every Reference made under the Provisions of this Agreement, and be taken as Part of this Agreement as if the same had been specially incorporated therein.

12. In the event of the Arbitrator at any Time deciding that the Maryport Company have not duly afforded the Facilities to the Solway Company which, under Articles 1, 2, 3, and 4 of this Agreement, the last-mentioned Company are entitled to have afforded to them, it shall be lawful for, and the Maryport Company shall thenceforth permit and suffer, the Solway Company to run with their Engines and Carriages of every Description over so much of the Maryport and Carlisle Railway as lies between Brayton and Maryport, 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, may be determined by the Arbitrator; and in the event of the Arbitrator at any Time deciding that the Solway Company have not afforded the Facilities to the Maryport Company which

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under Articles 1, 2, 3, and 4 of this Agreement that last-mentioned Company are entitled to have afforded to them, it shall be lawful for, and the Solway Company shall thenceforth permit and suffer, the Maryport Company to run with their Engines and Carriages of every Description over so much of the Solway Junction Railway as lies between Brayton and Annan and Kirtle Bridge, 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 may be determined by the Arbitrator.

13. This Agreement shall commence and take effect as soon as the Solway Junction Railway, or such Parts thereof as either alone or with any other Railway will complete a Line of Communication between Brayton and Annan and Kirtle Bridge, has or have been opened for public Traffic; and this Agreement, so far as lawfully may be, shall be perpetual.

In witness whereof the Maryport Company and the Solway Company have hereunto respectively affixed their respective Common Seals the Day and Year first above written.

The Seal of the Maryport and Carlisle Railway Company
was affixed hereto in the Presence of

JOHN ADDISON,
Secretary.

The Seal of the
Maryport and
Carlisle Railway
Company.

The Seal of the Solway Junction Railway Company was
affixed hereto in the Presence of

HORACE F. TAHOURDIN,
Secretary.

The Seal of the
Solway Junction
Railway
Company.

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