



ANNO DECIMO & UNDECIMO

# VICTORIÆ REGINÆ.

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## Cap. ccxcii.

An Act for enabling the *Wear Valley Railway Company* to purchase or lease the *Bishop Auckland and Weardale Railway*, the *Wear and Derwent Railway*, the *Weardale Extension Railway*, and the *Shildon Tunnel*, and to raise an additional Sum of Money ; and for other Purposes. [22d July 1847.]

WHEREAS an Act was passed in the Session of Parliament held in the First Year of the Reign of Her present Majesty, intituled *An Act for incorporating certain Persons for the making and maintaining a Railway from the Black Boy Branch of the Stockton and Darlington Railway in the Township of Saint Andrew Auckland to or near to Witton Park Colliery, with a Branch therefrom, all in the County of Durham, to be called "The Bishop Auckland and Weardale Railway."* And whereas the *Bishop Auckland and Weardale Railway* and the Branch Railway authorized to be made by the said recited Act have, under the Provisions of the said recited Act, been completed, and opened for Traffic : And whereas *Joseph Pease* of *Southend* in the Parish of *Darlington*

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1 Vict. c. 122.

[Local.]

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8 & 9 Vict.  
c. 152.

in the County of *Durham*, Esquire, *Thomas Meynell* the younger, of the City of *York*, Esquire, *Henry Stobart* of *Etherley* in the said County of *Durham*, Esquire, *John Castell Hopkins* of *Woodside* in the Parish of *Darlington* aforesaid, Esquire, and *Henry Pease* of *Pierremont* in the Parish of *Darlington* aforesaid, Esquire, are or claim to be the Owners of a certain Railway called the *Wear and Derwent* Railway, and which formerly formed Part of the *Stanhope and Tyne* Railway, commencing at or near the Town of *Stanhope* in the County of *Durham*, and terminating at or near to *West Carr House* in the same County: And whereas the said *Joseph Pease*, *Thomas Meynell*, and *John Castell Hopkins* are or claim to be the Owners of a certain other Railway called the *Weardale Extension* Railway, commencing by a Junction with the said *Bishop Auckland and Weardale* Railway in the Township of *Crook* and *Billy Row* in the said County of *Durham*, and terminating by a Junction with the said *Wear and Derwent* Railway in the Township of *Muggleswick* in the same County: And whereas the said *Joseph Pease*, *Thomas Meynell*, and *Henry Stobart* are or claim to be the Owners of a certain Railway Tunnel called the *Shildon* Tunnel, with the Approaches thereto, situate in the Townships of *Shildon* and *Saint Andrew Auckland* in the County of *Durham*, commencing by a Junction with the said *Bishop Auckland and Weardale* Railway, and terminating by a Junction with the *Stockton and Darlington* Railway: And whereas an Act was passed in the Session of Parliament held in the Eighth Year of the Reign of Her present Majesty, intituled *An Act for making a Railway, to be called the Wear Valley Railway, from and out of the Bishop Auckland and Weardale Railway to Frosterly, with a Branch terminating at or near Bishopley Crag in Stanhope in Weardale, all in the County of Durham*: And whereas the said Railway authorized to be made by the said Act relating to the *Wear Valley* Railway Company is in course of Construction: And whereas the *Bishop Auckland and Weardale* Railway, the *Wear and Derwent* Railway, the *Weardale Extension* Railway, and the *Shildon* Tunnel respectively communicate with the *Wear Valley* Railway, by means whereof a continuous Line of Communication by Railway has been provided to the Towns of *Stanhope*, *Wolsingham*, and *Bishop Auckland*, and to several extensive Collieries, Iron Mines, Lead Mines, and Limekilns, with the Port of *Stockton*, by means of the *Stockton and Darlington* Railway, and with the City of *York* and the Southern Parts of the Kingdom by means of the *York and Newcastle* Railway, and it would be more advantageous and convenient if the said *Bishop Auckland and Weardale* Railway and Branch, and the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel were placed under the Management or Control of the said *Wear Valley* Railway Company, and for that Purpose that such last-mentioned Company should be empowered to lease and purchase the said *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel, and the Works connected therewith respectively; but such Objects 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



and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Bishop Auckland and Weardale* Railway Company, by and with the Consent of Three Fifths of the Votes of the Proprietors in the said Company who may be present, either personally or by Proxy, at a General Meeting of the Shareholders or Proprietors in the said Company specially convened for the Purpose, and that it shall also be lawful for the said Owners of the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel to demise or lease for any Term or Number of Years, and also to absolutely sell and convey to the said *Wear Valley* Railway Company, and for the said last-mentioned Company, by and with the Consent of a General Meeting of the Shareholders or Proprietors therein specially convened for the Purpose, to accept and take, and also to purchase, for such Considerations, either in gross Sums of Money or annual Rents, as they shall think proper, the said *Bishop Auckland and Weardale* Railway and Branch, and the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel, or any of them, together with all the Stations, Wharfs, Houses, Warehouses, Buildings, Works, Lands, Approaches, Branches, Lime Quarries, Limekilns, Hereditaments, and Appurtenances belonging thereto respectively, or with them or any of them held, used, or enjoyed, or any Part thereof, and all their Rights, Powers, and Privileges in relation thereto, or otherwise belonging to them; and every such Lease and Purchase of the *Bishop Auckland and Weardale* Railway and *Shildon* Tunnel respectively shall be valid and effectual during the Continuance of such Lease, or absolutely and for ever, (as the Case may be,) and every such Lease and Purchase of the *Wear and Derwent* Railway and *Weardale Extension* Railway respectively shall be valid and effectual during the Continuance of such Lease, or during the Continuance of the present or any future Leases of the Lands and Hereditaments upon and over which the said Two last-mentioned Railways have been constructed, (as the Case may be;) for the Purpose of entitling the said *Wear Valley* Railway Company freely to use and enjoy the Line or Lines of Railway, and Tunnel, Hereditaments, and Premises, comprised in such Lease or Purchase, and the several Works connected therewith, and also to exercise all or any of the Rights, Powers, and Privileges of the said *Bishop Auckland and Weardale* Railway Company, and of the said Owners of the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, relating thereto respectively, or otherwise vested in them respectively.

Certain  
Railway  
Companies  
empowered  
to lease or  
sell their  
Railways  
and Works  
to the *Wear  
Valley Rail-  
way Com-  
pany.*

II. And be it enacted, That the Sum at which the said *Bishop Auckland and Weardale* Railway and Branch, with the Property and Effects thereto belonging, shall be so agreed to be sold and purchased as aforesaid, or so much thereof as shall not be retained by the said *Wear Valley* Railway Company, as herein-after in that Behalf mentioned, shall be paid to the Directors for the Time being of the said *Bishop Auckland and Weardale* Railway Company, to be applied and disposed of by them in the Manner herein-after directed; and that the Sums at which the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel, or any of the said last-

Purchase  
Money for  
the *Bishop  
Auckland  
and Weardale*  
Railway  
to be paid to  
the Directors  
and disposed  
of as herein  
directed.

Purchase  
Money for  
mentioned



the other Railways and Tunnel to be paid to the Owners thereof.

mentioned Railways and Tunnel, with their respective Properties and Appurtenances, shall be so agreed to be sold and purchased as aforesaid, or so much thereof as shall not be retained by the said *Wear Valley Railway Company*, as herein-after in that Behalf mentioned, shall be paid to the said respective Owners of such last-mentioned Railways and Tunnel.

Wear Valley Railway Company may retain Part of Purchase Money to answer Mortgages and other Debts, &c.

III. And be it enacted, That it shall be lawful for the said *Wear Valley Railway Company* to retain from and out of the Sums at which the said *Bishop Auckland and Weardale Railway* and Branch, and the said *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, and the Property thereof respectively, shall be so agreed to be sold and purchased as aforesaid, such Sums as shall be agreed upon between the said *Bishop Auckland and Weardale Railway Company*, and the said respective Owners of the said *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, and the said *Wear Valley Railway Company*, for the Payment and Discharge of the several Mortgages or Charges upon or affecting the said *Bishop Auckland and Weardale Railway*, *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, or any of the Properties of the same last-mentioned Railways and Tunnel respectively, and other the Debts and Liabilities of the said *Bishop Auckland and Weardale Railway Company*, and of the said respective Owners of the said *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, and the Costs and Expences of and incident to the Payment and Discharge thereof respectively.

Receipt of Three Directors of the Bishop Auckland and Weardale Railway Company, and of the Owners of the other Railways and Tunnel, to be sufficient Discharges.

IV. And be it enacted, That the Receipt or Receipts in Writing of Three of the Directors for the Time being of the said *Bishop Auckland and Weardale Railway Company*, and of the said respective Owners of the said *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, for the Purchase Monies so to be payable to the same Company and to the same Owners respectively as aforesaid, or for the Balances or Surpluses thereof respectively which shall remain after such Retention thereof respectively as aforesaid, and for any other Money which may be payable to the same Company and to the same Owners respectively by the said *Wear Valley Railway Company* on any Account whatsoever, shall effectually discharge the said *Wear Valley Railway Company* from the Sum or Sums which in such Receipt or Receipts shall be expressed or acknowledged to be received, and such last-mentioned Company shall not be obliged or concerned to see to the Division or Distribution thereof among the Shareholders of the said *Bishop Auckland and Weardale Railway Company*, or among the said respective Owners of the said *Wear and Derwent Railway*, *Weardale Extension Railway*, and *Shildon Tunnel* respectively, or be otherwise answerable or accountable for any Loss, Misapplication, or Nonapplication thereof respectively, or any Part thereof respectively.

On Publication in the London Gazette, &c.

V. And be it enacted, That immediately on such Payment of the said Purchase Money as aforesaid for the said *Bishop Auckland and Weardale Railway*, or of the Balance or Surplus thereof, (as the Case may



may be,) and upon Publication of a Notice thereof in the *London Gazette* and in some Newspaper of the County of *Durham*, of which Payment the said Receipt under the Hands of Three Directors of the said *Bishop Auckland and Weardale Railway Company* shall be sufficient Evidence, and upon the Execution of the Deed or Instrument of Conveyance herein-after mentioned, the said recited Act relating to the said *Bishop Auckland and Weardale Railway* shall be and is hereby repealed (save and except as to Acts, Matters, and Things herein-after to be made or done by the Directors of the same Company): Provided always, that the Repeal of the same Act shall not annul or in anywise prejudice or affect any Purchase, Sale, Conveyance, Grant, Security, Act, Matter, or Thing whatsoever theretofore made, done, executed, commenced, or instituted under or by virtue or in pursuance of the said recited Act so repealed, but that all such Purchases, Sales, Conveyances, Grants, Securities, Acts, Matters, and Things shall be and remain as good, valid, and effectual to all Intents and Purposes whatsoever as if the same recited Act had not been repealed.

of the Payment of Purchase Money, the Powers of the Acts relating to the Bishop Auckland and Weardale Railway Company to cease.

VI. Provided also, and be it enacted, That nothing herein contained shall extend or be deemed or construed to extend in any way to defeat, affect, or prejudice any Rights, Privileges, Liberties, Powers, Easements, Accommodations, or Exemptions, or any of them, which under or by virtue of the said recited Act relating to the said *Bishop Auckland and Weardale Railway* are granted, continued, or reserved to or for the Benefit of Persons and Corporations whose Estates, Properties, or Interests are, have been, or may be in anywise affected in or by the making or maintaining or otherwise on account of the Railway and Works by the same Act authorized to be made and maintained, or to which such Persons and Corporations respectively are or may be otherwise entitled under or by virtue of the said last-mentioned Act, but all such Rights, Privileges, Liberties, Powers, Easements, Accommodations, and Exemptions shall be and they are hereby declared to be as valid and effectual as if the same Act were not repealed; and such several Persons and Corporations shall be entitled to and shall have, use, and enjoy the same Rights, Privileges, Liberties, and Powers, Easements and Accommodations and Exemptions, or such and so many of them as immediately before the passing of this Act they were entitled to have, use, and enjoy, as fully and effectually as if the same Act had not been repealed, and shall and may have and be entitled to such or the like Powers and Remedies upon and against the said *Wear Valley Railway Company*, for securing the Possession, Use, and Enjoyment of such Rights, Privileges, Easements, Accommodations, and Exemptions, as under the Provisions of the said last-mentioned Act they had or were or might have been entitled to against the said *Bishop Auckland and Weardale Railway Company* in case such last-mentioned Act had not been repealed; and all such Penalties, Damages, Monies, Costs, and Expenses as under the Provisions of the said last-mentioned Act would or after such Repeal might have become payable to or recoverable by such Persons and Corporations as aforesaid, of and from the said *Bishop Auckland and Weardale Railway Company*, in case the same Act had not been repealed, shall be payable by and recoverable from

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the said *Wear Valley* Railway Company in such Manner and by such Ways and Means as the same are respectively made payable and recoverable under the Provisions of the said last-mentioned Act.

On Payment of Purchase Monies the Bishop Auckland and Wear-dale Railway, and the other Railways and Tunnel, to become vested in the purchasing Company.

VII. And be it enacted, That from and immediately after the Payment of the said Purchase Monies, or the Balances or Surpluses thereof respectively, (as the Case may be,) and so far as relates to the Purchase Money for the said *Bishop Auckland and Weardale* Railway, or the Balance or Surplus thereof, (as the Case may be,) such Publication of Notice thereof as aforesaid, and upon the Execution of Deeds or Instruments of Conveyance, duly stamped respectively for denoting the Payment of the full and proper Stamp Duties by Law payable in respect of the whole of the said Purchase Monies, the said *Bishop Auckland and Weardale* Railway and Branch, and the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, and all Stations, Houses, and other Buildings, Wharfs, Approaches, Branches, Weighing Machines, and other Works belonging thereto respectively, and the Ground and Soil thereof respectively, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatsoever, of or to which the said *Bishop Auckland and Weardale* Railway Company were by virtue of the said recited Act relating to the said *Bishop Auckland and Weardale* Railway and Branch Railway, or any of them, or by any other Means whatsoever, and of or to which the said respective Owners of the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively were by any Means whatsoever seised, possessed, or entitled, at Law or in Equity, immediately before the Payment of the said Purchase Monies respectively, or the Balances or Surpluses thereof respectively, (as the Case may be,) shall belong to and shall by virtue of this Act be absolutely vested in the said *Wear Valley* Railway Company, for such Term, Estate, and Interest, and subject to such Terms and Conditions, annual or other Rents and Payments, and to such Rights, Liberties, Powers, Easements, Accommodations, and Exemptions, to or for the Benefit of any other Persons or Corporations, as the same respectively were theretofore vested in the said *Bishop Auckland and Weardale* Railway Company and the said Owners respectively, and the Undertakings of the *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel shall thenceforth respectively, subject as aforesaid, become and form Part of the Undertaking of the *Wear Valley* Railway, subject nevertheless and without Prejudice to the several Mortgages, Charges, and Incumbrances which at or immediately before the Time of such vesting shall be or shall have been upon or affecting the said *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, or any of the Property of the said last-mentioned Railways or Tunnel respectively.

Conveyances, Contracts, and Securities made in

VIII. And be it enacted, That all Contracts, Agreements, Conveyances, Mortgages, Bonds, Covenants, and Securities, made or entered into with, to, or in favour of or by or for the said *Bishop Auckland and Weardale* Railway Company, or with, to, or in favour

of

of or by or for the respective Owners of the *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon Tunnel* respectively, before such Payment of the said Purchase Monies respectively, or the Balances or Surpluses thereof respectively, (as the Case may be,) and (so far as relates to the said Purchase Money for the said *Bishop Auckland and Weardale* Railway, or the Balance or Surplus thereof, as the Case may be,) the Publication of such Notice thereof as aforesaid, shall, from and after such Payment, and such Publication of Notice thereof, be and remain as good, valid, and effectual, in favour of, against, and in reference to the said *Wear Valley* Railway Company, and may be proceeded on and enforced in same Manner, by or against the said last-mentioned Company, to all Intents and Purposes as if the said last-mentioned Company had been a Party to and executed the same, or had been named or referred to therein, instead of the said *Bishop Auckland and Weardale* Railway Company, or instead of the respective Owners of the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon Tunnel* respectively, and had been duly authorized to make, enter into, and accept such Contracts, Agreements, Conveyances, Mortgages, Bonds, Covenants, and Securities respectively.

favour of the Bishop Auckland and Weardale Railway Company, or the Owners of the other Railways and Tunnel, to be for the Benefit of the purchasing Company after such vesting as aforesaid.

IX. And be it enacted, That no Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the said *Bishop Auckland and Weardale* Railway Company, previously to the Repeal of the said Act relating to the said *Bishop Auckland and Weardale* Railway, shall abate or be discontinued or prejudicially affected by such Repeal, but, on the contrary, that the same shall continue and take effect, both in favour of and against the said *Wear Valley* Railway Company, in the same Manner in all respects as the same would have continued and taken effect in relation to the said *Bishop Auckland and Weardale* Railway Company if the said Act relating thereto had not been repealed, and also that all Penalties by reason of any Offence against the Provisions of the said Act so to be repealed previous to the Repeal thereof shall and may be sued for, and all Offences which may have been committed before such Repeal against the Provisions of the said Act may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if the same Act had not been repealed, the said *Wear Valley* Railway Company being in reference to the Matters in this Enactment mentioned in all respects substituted in the Place of the said *Bishop Auckland and Weardale* Railway Company.

Actions, &c. not to abate.

X. And be it enacted, That from and after the Payment of the said Purchase Monies respectively, or the Balances or Surpluses thereof respectively, (as the Case may be,) and (so far as relates to the Purchase Money for the said *Bishop Auckland and Weardale* Railway, or the Balance or Surplus thereof, as the Case may be,) such Notice thereof as aforesaid, all and singular the Powers and Provisions, Clauses, Matters, and Things in the said recited Act relating to the *Wear Valley* Railway Company or in such Act contained shall, so far as they are not repealed, altered, varied, or otherwise provided for by this Act or by any Statute, (and except such of them as relate to the compulsory Purchase of Lands, Houses, and Property,) extend to this Act, and to the Objects and Purposes thereof,

Provisions of the purchasing Company's Acts to be extended to this Act.



thereof, and to the said *Bishop Auckland and Weardale* Railway and Branch, and to the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, and the Works, Conveniences, Lands, Tenements, and Hereditaments so authorized or agreed to be purchased as aforesaid, to all Intents and Purposes as if the same Railways and Tunnel, and Works, Conveniences, Lands, Tenements, and Hereditaments, had in and by the same Act been vested in and made Part of the Undertakings of the said *Wear Valley* Railway Company, and as if the Enactments, Powers, Provisions, Clauses, Matters, and Things in the same Act contained had been in and by such Act expressly enacted in reference to the said *Bishop Auckland and Weardale* Railway and Branch, and the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, and the Works, Conveniences, Lands, Tenements, and Hereditaments of or belonging thereto respectively, or connected or used therewith respectively, and so authorized or agreed to be purchased as aforesaid, as well as to the said *Wear Valley* Railway Company, and also as if the same Powers, Provisions, Clauses, Matters, and Things were expressly repeated in this present Act with reference to the Objects and Purposes thereof.

Proviso as to Estate vested by Purchase in the *Wear Valley* Railway Company.

XI. Provided always, and be it enacted, That nothing in this Act contained shall be construed to extend to vest in the said *Wear Valley* Railway Company any greater Estate or Interest in the said Railways and Tunnel than is now or at the Time of the Payment of the said Purchase Monies respectively shall be vested in the *Bishop Auckland* Railway Company and such Owners as aforesaid.

Books, &c. of the *Bishop Auckland and Weardale* Railway Company to be Evidence.

XII. And be it enacted, That all Books and other Documents whatsoever by the said recited Act relating to the *Bishop Auckland and Weardale* Railway authorized or directed to be kept, and thereby made Evidence, shall, after and notwithstanding such Repeal of the same Act as aforesaid, be admitted as Evidence in all Courts of Law and Equity or elsewhere.

Maps, &c., relating to the *Bishop Auckland and Weardale* Railway to remain deposited.

XIII. And be it enacted, That the several Maps or Plans and Books of Reference which in pursuance of the said last-mentioned Act have been deposited with the Clerk of the Peace for the County of *Durham* shall, after and notwithstanding such Repeal of the same Act as aforesaid, remain in the Custody of the said Clerk of the Peace, to the end that all Persons interested in any Manner therein may at all reasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom, at their Pleasure, such Persons paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copy or Extract; and the said Maps or Plans and Books of Reference, or any Copy thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified to be a true Copy by such Clerk, shall be admitted as Evidence in all Courts of Law and Equity or elsewhere.

The purchasing Company bound to do

XIV. And be it enacted, That all Works and Things which under the Provisions of the said recited Act relating to the *Bishop Auckland and Weardale* Railway, the said *Bishop Auckland and Weardale* Railway



Railway Company were bound, required, empowered, or made liable to make, construct, complete, and maintain, and all Repairs thereof respectively, and all Regulations and Restrictions which under the Provisions of the said last-mentioned Act were imposed upon or required to be observed by the said last-mentioned Company, for the Safety, Protection, Accommodation, Convenience, Enjoyment, and Benefit of Persons and Corporations whose Estates, Properties, or Interests were or might be affected by the making and maintaining of the said Railway and Works by the same Act authorized to be made and maintained, and for the Protection of such Estates, Properties, and Interests, and for securing the Enjoyment of such Estates and Interests as aforesaid, or such or so many of the aforesaid Works, Acts, Matters, Things, Regulations, and Restrictions as the same Company would have been bound or liable to construct, complete, maintain, make, do, execute, observe, or perform in case this Act had not passed, shall, after and notwithstanding such Repeal of the same Act as aforesaid, be constructed, maintained, made, done, executed, observed, performed, kept, and paid by the *Wear Valley* Railway Company, as fully to all Intents and Purposes as the same were by the said Act relating to the said *Bishop Auckland and Weardale* Railway Company required to be made, done, executed, maintained, observed, performed, and kept by the said *Bishop Auckland and Weardale* Railway Company, and as if the several Provisions in the said lastly-mentioned Act contained in reference thereto had been specially repeated and re-enacted in and by this Act, and had been made applicable to the *Wear Valley* Railway.

such Acts, &c. as the selling Company was bound to do as to Properties affected by the *Bishop Auckland and Weardale* Railway.

XV. And be it enacted, That the Directors for the Time being of the said *Bishop Auckland and Weardale* Railway Company to whom the said Purchase Money for the said *Bishop Auckland and Weardale* Railway, or the Balance or Surplus thereof, (as the Case may be,) is herein-before directed to be paid by the said *Wear Valley* Railway Company, shall stand possessed of the said Purchase Money, or the Balance or Surplus thereof, (as the Case may be,) and also of all other Sum and Sums of Money which at the Time of the Payment of the said Purchase Money, or the Balance or Surplus thereof, (as the Case may be,) shall be in their Hands, or in the Hands of the Treasurer of the said *Bishop Auckland and Weardale* Railway Company, or be vested in the Names of any Trustees for the said Company or the Proprietors thereof, or how otherwise under the Control of the said Directors, and also all Sum and Sums of Money which shall or may at any Time or Times thereafter be received by or come into the Hands of the said Directors on account of or for the Benefit of the Proprietors of the same Company, or otherwise be under the Control of the said Directors, upon trust, after paying all the Debts, Liabilities, and Engagements of the *Bishop Auckland and Weardale* Railway Company, or such of them as the said *Wear Valley* Railway Company shall not (with the Consent of the several Parties to whom the same respectively shall be owing) have agreed to pay or be responsible for, to divide the same between the several Persons who at the Time of the Payment of the said Purchase Money, or the Balance or Surplus thereof, (as the Case may be,) shall be Proprietors of Shares in the Capital of the same Company, in proportion

Application of Purchase and other Monies.



portion to the Number of their respective Shares therein, and their respective Executors, Administrators, and Assigns.

Receipt of the Executor, &c. of the Shareholder to discharge Company.

XVI. And be it enacted, That the Receipt of any Executor, Administrator, Committee, or Guardian of any Proprietor of the said *Bishop Auckland and Weardale* Railway Company, or of any Person entitled to any Share or Shares therein, and that the Receipt of any Executor, Administrator, Committee, or Guardian of any of the respective Owners of the said *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, shall be a good and effectual Discharge to the said Directors for so much Money as shall be paid by them or by their Order to such Executor, Administrator, Trustee, Committee, or Guardian, for or on behalf of such Proprietor or Person or Owner, and shall be expressed in such Receipt to have been received, and shall exonerate and discharge the said Directors from seeing to the Application thereof, and from being answerable for the Misapplication or Nonapplication of the same or any Part thereof, or being liable to any other Duty or Obligation by reason of any Trust affecting the Person to whom such Payment shall be made, and that the Assets of the same Company or the said Directors shall not after such Payment be in anywise liable to the Performance of such Trusts, or to any Action or Suit at Law or in Equity in respect thereof.

List of Non-claimants to be given in London Gazette.

XVII. And be it enacted, That at the Expiration of Six Calendar Months next after the Day on which the said Purchase Money for the said *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, (as the Case may be,) shall have been paid to the said Directors of the said *Bishop Auckland and Weardale* Railway by the said *Wear Valley* Railway Company, the said Directors shall, in case the whole of the Monies arising from the Purchase Money of the *Bishop Auckland and Weardale* Railway and Branch to be distributed under the Authority of this Act shall not have been called for, cause Notices to be inserted Three Times in the *London Gazette* and also in some Newspaper usually printed or circulated in the County of *Durham*, containing the Names in alphabetical Order of the several Persons appearing in the Books of the *Bishop Auckland and Weardale* Railway Company to be Proprietors of Shares therein who may not have called for or claimed their Share or Proportion of the Money by this Act ordered to be distributed amongst the Proprietors of Shares in the same Company, and stating that if such Persons or their Representatives shall not make and substantiate their Claims to such Monies within a Time to be limited in such Notice, being Twelve Calendar Months from the Day on which the said Purchase Money, or the Balance or Surplus thereof, (as the Case may be,) shall have been so paid as aforesaid, the Amount of such Monies will be paid into the Bank of *England* in pursuance of the Provisions of this Act: Provided always, that a Copy of such Notice as last aforesaid shall be given or sent by the Post unto or left at the last known or usual Place of Abode in *England* of the last Proprietor appearing in the Books of the same Company to have been possessed of such unclaimed Shares, and in case the last or usual Place of Abode in *England* of any such Proprietor cannot be ascertained upon Inquiry, then



then the Insertion as aforesaid of such Notice in the *London Gazette* and such Newspaper as aforesaid shall be deemed to be sufficient Notice to such Proprietors of Shares of the Matters contained in such Notice; and after such Notices, and Default of any such Proprietor in making or establishing his Claim in respect of such Shares, it shall be lawful for the said Directors to pay such Monies into the Bank of *England* accordingly.

XVIII. And be it enacted, That at the Expiration of Twelve Calendar Months from the Day on which the said Purchase Money for the *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, (as the Case may be,) shall have been so paid to the said Directors by the said *Wear Valley* Railway Company, the said Directors shall cause all such Sum and Sums of Money as shall not have been distributed amongst the Proprietors of the *Bishop Auckland and Weardale* Railway Company, and shall then remain in their Hands, either from the same not having been called for by the Proprietors entitled thereto, or from the Persons claiming the same not having shown a sufficient Title thereto to the Satisfaction of the said Directors, or from any other Cause, to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Party or Parties entitled thereto, (describing him, her, or them as he, she, or they may be described in the Books of the said Company,) pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, c. 32., and pursuant to the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, c. 24.

Shares not claimed within One Year to be transferred into the Name of the Accountant General of the Court of Chancery.

XIX. And be it enacted, That if in the course of winding up the Affairs of the said *Bishop Auckland and Weardale* Railway Company Two or more Persons shall claim to be entitled to the same Share or Shares, or to the Money which may be payable in respect thereof, or to any Part of such Money, and such Persons cannot agree as to which of them shall receive such Money, or as to the Manner in which the same shall be disposed of, then and in such Case it shall be lawful for the said Directors and they are hereby authorized and empowered, at the Expiration of Twelve Calendar Months from the Day on which the said Purchase Money for the *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, (as the Case may be,) shall have been so paid as aforesaid, to pay the Money which shall be payable in respect of the Share or Shares the Title to which shall be so in dispute into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the Proprietors of the Share or Shares numbered \_\_\_\_\_ in the *Bishop Auckland and Weardale* Railway Company (describing such Shares by their Numbers in the Books of the Company), subject to the Control and Disposition of the said Court.

If adverse Claims be made, Money to be paid into the Bank.

XX. And be it enacted, That all Money paid into the Bank of *England* in the Name of the Accountant General under the Authority

Money paid into the Bank to be in-



vested in  
Three per  
Cent. Con-  
sols.

urity of this Act shall there remain until the Person or Persons entitled thereto shall, upon Petition to be presented to the Court of Chancery in a summary Way, and which he, she, or they is and are hereby authorized to make, at his, her, or their own Expence, obtain an Order for the Transfer thereof into his, her, or their own Name or Names, or otherwise; and that the said Accountant General shall and may from Time to Time invest the Dividends thereof, when the same shall amount to a competent Sum, in the Purchase of Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, for the Benefit of the respective Parties entitled thereto, subject to the Orders and Directions of the said Court; which said Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order the Distribution thereof according to the respective Estates or Interests of the Person or Persons making claim thereto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable.

Cashier's Re-  
ceipt a suffi-  
cient Dis-  
charge to the  
Directors.

XXI. And be it enacted, That in all Cases in which any Money shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, under the Authority of this Act, the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register's Office in the said Court of Chancery, of the Payment into the Bank of *England* by the said Directors of any such Money as aforesaid, or an Office Copy or Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Directors, and to their respective Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid, and that such Directors, their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Money, until  
wanted for  
Distribution,  
may be in-  
vested in  
Exchequer  
Bills, at  
Interest.

XXII. And be it enacted, That in the meantime and until the said Purchase Money for the *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, (as the Case may be,) herein-before directed to be paid to the said Directors, can be distributed amongst the Proprietors of the *Bishop Auckland and Weardale* Railway Company, in pursuance of the Provisions of this Act, the same, or so much thereof as the Directors, in their Discretion, may think expedient, may be invested by them in the Purchase of Exchequer Bills, and the Money so invested, and the Interest which shall arise therefrom, shall be subject to the Directions and Provisions of this Act in regard to the said Purchase Money.

Directors  
may employ  
Clerks, &c.

XXIII. And be it enacted, That it shall be lawful for the said Directors and they are hereby authorized and empowered to retain and employ such Clerks and other Servants as they may deem requisite for



for carrying into effect such of the Provisions of this Act as relate to the said Directors, and also to allow them such Salaries as they shall think fit, out of the Funds which shall come to their Hands by virtue of this Act.

XXIV. And be it enacted, That it shall be lawful for the said Directors and they are hereby authorized and required, before they shall proceed to distribute any Part of the Monies by this Act distributable amongst the Proprietors of the *Bishop Auckland and Weardale* Railway Company, or amongst the respective Owners of the *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, to pay and discharge all or such of the just Debts and Demands outstanding against the *Bishop Auckland and Weardale* Railway, and against the respective Owners of the *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, as shall not have been agreed to be paid by the *Wear Valley* Railway Company, and also all such Costs and Charges as shall have been incurred by the said Directors of the said *Bishop Auckland and Weardale* Railway Company preparatory and incidental to the Sale of the said *Bishop Auckland and Weardale* Railway, and the carrying the Provisions of this Act into effect, so far as the same relate to the said last-mentioned Company.

Directors to pay Debts of Company before Distribution of Purchase Money.

XXV. And be it enacted, That it shall be lawful for the Directors of the *Bishop Auckland and Weardale* Railway Company to meet, when and as often as they shall think fit, for the Purposes of this Act, and that Three of such Directors present at a Meeting shall (so long as Three Directors remain) be a Quorum and competent to act, and that when and so soon as the Number of Directors shall be reduced below Three the Directors or Director for the Time being shall and may exercise all the Powers and Authorities by this Act vested in the whole Body of Directors,

Meeting of Directors and Quorum.

XXVI. Provided always, and be it enacted, That the said Directors, or any or either of them, or their or any or either of their respective Heirs, Executors, or Administrators, shall not be charged or chargeable with or for any more or other Monies than the same Directors respectively shall actually receive, or than shall come to their respective Hands, under or by virtue of this Act, and that no One or more of them the said Directors shall be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, and that they or any of them shall not be answerable or accountable for any other Misfortune, Loss, or Damage which may happen to the said Monies or Assets of the said *Bishop Auckland and Weardale* Railway Company in the Execution of this Act or in relation thereto, except the same should happen by or through their or his own wilful Default respectively, and then and in that Case each Person respectively shall singly and alone be answerable for such Loss or Damage as shall have arisen from his own Default; and also that it shall and may be lawful for the said Directors, by and out of the Money which shall come to their respective Hands by virtue of the Provisions of this Act, to deduct, retain, and reimburse to and for themselves respectively, and also to allow to their

Directors to be respectively chargeable for their own Acts only.

The Directors may out of Monies in their Hands re-

[Local,]

48. B

Colleagues,



tain their  
Expences.

Colleagues, and to the Executors and Administrators of any deceased Director, all Costs, Charges, Damages, and Expences, and Fees to Counsel for Advice, which they or any of them shall or may suffer, sustain, or expend, disburse, lay out, or incur in or about the Execution of the Provisions of this Act or in relation thereto, and also to settle, adjust, and allow the Accounts of any of the said Directors who shall depart this Life, and also to receive and give Discharges for the Money which shall appear to be the Balance of the same Accounts, without any Responsibility in the Person or Persons paying the same Money to see to the Application thereof, or be answerable or accountable for any Misapplication or Nonapplication of the same or any Part thereof.

Persons  
whose Names  
appear in the  
Books as  
Proprietors  
to be deemed  
such until  
the contrary  
be proved.

XXVII. And be it enacted, That the several Persons whose Names shall appear in the Books of the *Bishop Auckland and Weardale* Railway Company to be the Proprietors of Shares therein shall, until the contrary be proved to the Satisfaction of the said Directors, or unless the Directors shall have Notice to the contrary, be considered to be the Persons entitled to a distributive Part or Share of the Purchase Money and of the other Monies hereby directed to be divided amongst the Proprietors of the same Company.

Notice to be  
given in the  
London Ga-  
zette, &c.,  
requiring un-  
registered  
Proprietors  
to make their  
Claims.

XXVIII. And be it enacted, That for the Purpose of ascertaining whether any Persons, other than those whose Names shall appear in the Books of the said *Bishop Auckland and Weardale* Railway Company to be Proprietors of Shares therein, are entitled to any such Shares, the said Directors shall, within the Space of Two Calendar Months next before the Time at which the said Purchase Money for the said *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, (as the Case may be,) will become payable to the said Directors, cause Notice to be inserted Three Times at Intervals of Seven Days each in the "*London Gazette*," and also in some Newspaper usually printed or circulated in the County of *Durham*, stating the Intention of the Directors of the said *Bishop Auckland and Weardale* Railway Company to pay to the several Persons whose Names shall, on a Day to be therein named (being the Day on which the said Purchase Money for the said *Bishop Auckland and Weardale* Railway and Branch, or the Balance or Surplus thereof, as the Case may be, will become payable from the said *Wear Valley* Railway Company), appear in the Books of the *Bishop Auckland and Weardale* Railway Company to be the Proprietors of Shares therein, and requiring all Persons who may have become entitled to any Shares in the same Company, under or by reason of any Purchase, Marriage, Bequest, Right of Presentation, Operation of Law, or other Right or Title of which no Entry shall have been made in the Books of the Company, to send in their Claim to such Shares to the Office of the same Company on or before the Day to be named in such Notice, and to verify the same in the Manner required by the said first-recited Act, or in such other Manner as the said Directors shall think proper to require.

Power to  
take Tolls.

XXIX. And be it enacted, That it shall be lawful for the said *Wear Valley* Railway Company, after the Completion of any such  
Purchase



Purchase and Sales as aforesaid, and during the Continuance of any such Leases as aforesaid, to demand and receive, in respect of Passengers, and of the several Articles, Goods, Matters, and Things, and of the several Descriptions of Animals herein-after mentioned, conveyed on the said *Wear Valley* Railway, and on the said *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, and *Weardale Extension* Railway, and through the said *Shildon* Tunnel, or any of them, or on or through such One or more of such last-mentioned Railways and Tunnel as the Purchases thereof respectively shall have been completed as aforesaid, or a Lease or Leases thereof respectively shall have been granted as aforesaid, and during the Continuance of such Lease or Leases, any Tolls for the Use of the said Railways and Tunnel or any of them not exceeding the following; that is to say,

1. In respect of the Tonnage of all Articles conveyed upon or through the said Railways and Tunnel or any of them or any Part thereof respectively, as follows: For Goods, &c.

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing:

For all Sugar, Grain, Corn, Flour, Hides, Hemp, Dyewoods, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, Sheet Iron, and all other similar Descriptions of Wrought Iron not manufactured into Utensils or into other Articles of Merchandize, and for Lead Ore, Pitching and Paving Stones and other Kinds of Stone, Bricks, Tiles, Slates, Clay, and Sand, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Halfpenny:

For all Coals, Coke, Culm, and Cinders, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Farthing:

For all Cotton and other Wools, Drugs, Manufactures, Goods, and all other Wares, Merchandize, Articles, Matters, and Things not before enumerated, *per Ton per Mile* Three-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For all and every the Articles, Goods, and Things herein-before enumerated or referred to which shall pass or be conveyed through the said *Shildon* Tunnel, except Dung, Compost, Manure, and undressed Materials for the Repair of public Roads and Highways, but including Lime and Limestone, such Toll as the Company shall appoint not exceeding *per Ton* Sixpence, in addition to the Tolls herein-before authorized to be demanded and received:

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling



ling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Four-pence; and if having only Two Wheels, Three-pence; and for every such Carriage which shall weigh more than One Ton, for every Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh in addition to One Ton, Two-pence *per* Mile, in addition to the Toll herein-before authorized to be demanded and received; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding Two-pence:

For Passengers, &c.

2. In respect of Passengers and Animals conveyed in Carriages upon or through the said Railways and Tunnel or any of them or any Part thereof respectively, as follows:

For every Passenger conveyed in or upon a First-class Carriage, *per* Mile One Penny Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny:

For every Passenger conveyed in or upon a Second-class Carriage, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny:

For every Passenger conveyed in or upon a Third-class Carriage, *per* Mile Three Farthings; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Farthing:

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Four-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Farthing; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile of One Farthing.

Tolls for hauling or propelling Power.

XXX. And be it enacted, That the Tolls which the Company may demand for the Use of Engines for hauling or propelling Carriages on or through the said Railways and Tunnel or any of them, or any Part thereof respectively, shall not exceed One Halfpenny *per* Mile for each Passenger, Carriage, or Animal, or for each Ton of Goods or other Articles, in addition to the several Tolls or Sums by this Act authorized to be taken.

Limiting Rates to be taken for Passengers, Goods, and Cattle.

XXXI. And be it enacted, That it shall not be lawful for the said *Wear Valley* Railway Company, after the Completion of any such Purchases and Sales as aforesaid, and during the Continuance of any such Leases as aforesaid, to demand and receive, in respect of Passengers, and of the several Articles, Goods, Matters, and Things, and of the several Descriptions of Animals herein-after mentioned, conveyed on the said *Wear Valley* Railway, and on the said *Bishop Auckland*



*Auckland and Weardale Railway, Wear and Derwent Railway, Weardale Extension Railway, and through the said Shildon Tunnel, or any of them, or on or through such One or more of such last-mentioned Railways and Tunnel as the Purchases thereof respectively shall have been completed as aforesaid, or a Lease or Leases thereof respectively shall have been granted as aforesaid, and during the Continuance of such Lease or Leases, whether in Carriages belonging to the Wear Valley Railway Company or otherwise, any Tolls exceeding the following; that is to say,*

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads and Highways, *per Ton per Mile One Penny Farthing :*

For all Sugar, Grain, Corn, Flour, Hides, Hemp, Dyewoods, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile Two-pence Halfpenny :*

For all Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, Sheet Iron, and all other similar Descriptions of Wrought Iron not manufactured into Utensils or into other Articles of Merchandize, and for Lead Ore, Pitching and Paving Stones and other Kind of Stones, Bricks, Tiles, Slates, Clay, and Sand, *per Ton per Mile One Penny Three Farthings :*

For all Coals, Coke, Culm, and Cinders, *per Ton per Mile One Penny Halfpenny :*

For all Cotton and other Wools, Drugs, Manufactures, Goods, and all other Wares, Merchandize, Articles, Matters, and Things not before enumerated, *per Ton per Mile Three-pence Halfpenny :*

For all and every of the Articles, Goods, and Things herein-before enumerated or referred to which shall pass or be conveyed through the said *Shildon Tunnel*, except Dung, Compost, Manure, and undressed Materials for the Repair of public Roads and Highways, but including Lime and Limestone, such Toll as the Company shall appoint, not exceeding *per Ton Sixpence*, in addition to the Tolls herein-before authorized to be demanded and received :

For every Carriage, of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, and which shall be conveyed for a Distance exceeding Fifteen Miles, *per Mile Five-pence :*

For every such Carriage which shall be conveyed for only Fifteen Miles or for a less Distance than Fifteen Miles, for the whole Distance Seven Shillings and Sixpence :

For every such Carriage which shall weigh more than One Ton, for every Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh in addition to One Ton, Two-pence *per Mile*, in addition to the Toll herein-before authorized to be demanded and received in respect of Carriages :

For every Passenger conveyed in a First-class Carriage, *per Mile Two-pence :*

For every Passenger conveyed in a Second-class Carriage, *per Mile One Penny Halfpenny :*

[*Local.*]

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For



For every Passenger conveyed in a Third-class Carriage (except by the Government Trains), *per* Mile One Penny Farthing :

For every Horse, Ass, Mule, or other Beast of Draught or Burden conveyed for a Distance exceeding Twelve Miles, *per* Mile Five-pence :

For every such Animal which shall be conveyed for Twelve or a less Distance, for the whole Distance Five Shillings :

For every Ox, Cow, Bull, or Neat Cattle conveyed for a Distance exceeding Twelve Miles, *per* Head *per* Mile (if One) Three-pence, (if more then One) Two-pence :

For every such Animal which shall be conveyed for Twelve Miles or a less Distance, for the whole Distance Two Shillings :

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed for a Distance exceeding Twelve Miles, *per* Head *per* Mile One Penny :

For every such Animal which shall be conveyed for Twelve Miles or a less Distance, for the whole Distance One Shilling.

Toll for  
propelling  
Power.

XXXII. Provided always, and be it enacted, That in the said last-mentioned Tolls shall be included the Toll for the Use of Engines for hauling or propelling the Carriages on the said Railway, and that no further Charge than is herein-before stated shall be made by the *Wear Valley* Railway Company for the Use of such Engines ; provided also, that nothing herein contained shall be construed to prevent the *Wear Valley* Railway Company from charging any reasonable Sum for the Use of such Engines, and Carriages for Express Trains, and for loading and unloading, and for providing Covers for Minerals, Goods, Articles, or Animals.

Regulations  
as to Tolls.

XXXIII. And be it enacted, That the following Provisions and Stipulations shall be applicable to the fixing of all the above-mentioned Tolls ; (that is to say,)

For Persons, Articles, Goods, and Things conveyed on the Railway for a less Distance than Six Miles (except for such Articles, Goods, and Things as to which the said Toll of Six-pence for passing through the said *Shildon* Tunnel shall have been demanded and received,) the *Wear Valley* Railway Company may demand and receive the same Tolls as for Six Miles : Provided always, that no Alteration which shall be made in the Tunnel Toll shall enable the Company to charge any greater Sum for Goods travelling a less Distance than Six Miles on the Line than the said Company would be entitled to by the Clause granting certain Rates in case of a less Distance than Six Miles :

For a Fraction of a Mile less than a Mile or beyond any integral Number of Miles the said *Wear Valley* Railway Company may demand Tolls on Goods, Articles, and Merchandize for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile ; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile :

For



For a Fraction of a Ton the *Wear Valley* Railway Company may demand Tolls according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

XXXIV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls herein-before prescribed, the *Wear Valley* Railway Company may lawfully demand and receive the Tolls following ; (that is to say,)

Tolls for  
small Parcels  
and Articles  
of great  
Weight.

For any Parcel not exceeding Fourteen Pounds in Weight, if carried a Distance of not more than Twenty Miles Sixpence, and if carried a greater Distance than Twenty Miles, One Shilling :

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, for any Distance, Two Shillings :

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, for any Distance, Two Shillings and Sixpence :

And for Parcels exceeding Fifty-six Pounds in Weight the *Wear Valley* Railway Company may demand any Sum they may think fit :

Provided always, that Parcels sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages ; and provided also, that it shall not be lawful to include in One Package several Parcels of various Sorts, and intended for various Individuals, but that it shall be lawful for the *Wear Valley* Railway Company to charge a separate Sum for each such Parcel, although many are included in One Package :

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Truck or Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the *Wear Valley* Railway Company may demand and receive such Sum as they may think fit not exceeding Sixpence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand and receive such Sum as they may think fit.

XXXV. And be it enacted, That every Passenger travelling upon or through such One or more of the said *Bishop Auckland and Wear-*  
*dale*

Passengers  
Luggage.



*dale* Railway, *Wear and Derwent* Railway, and *Weardale Extension* Railway, and *Shildon* Tunnel as the Purchases thereof respectively shall have been completed as aforesaid, or a Lease or Leases thereof respectively shall have been granted as aforesaid, and during the Continuance of such Lease or Leases, may take with him his ordinary Luggage not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, and One hundred Pounds in Weight for Second and Third Class Passengers, without any extra Charge being made for the Carriage thereof.

Power to  
increase the  
Number of  
Directors.

XXXVI. And whereas the present Number of Directors of the *Wear Valley* Railway Company is Ten, and it is expedient that the Company should have Power to increase the Number of Directors to Twelve; be it enacted, That it shall be lawful for the Company at any Special General Meeting thereof after the Amalgamation shall have taken place to increase the Number of Directors of the said Company to Twelve.

Power to  
raise Money  
by Creation  
of new  
Shares.

XXXVII. And be it enacted, That it shall be lawful for the *Wear Valley* Railway Company to raise such Sum of Money, for the Purposes of this Act and for the general Purposes of the said Company, by the Creation of new Shares or Stock, as they shall think fit, not exceeding the Sum of Six hundred and seventy-four thousand six hundred and seventy-two Pounds, in addition to the Sums of Money they are authorized to raise by their present Act, and that such Shares or Stock may be issued at such Times and to such Persons and at such Price or Prices, and divided or consolidated in such Manner and into such Amounts, and with such special Rights, Privileges, and Priority of Participation in Profits, as the said *Wear Valley* Railway Company shall by the Vote of any General Meeting or Meetings determine, and all such Shares and Stock shall have such Rights, Privileges, or Priority attaching thereto as shall be conferred on the Holders thereof by such General Meeting or Meetings.

Power to  
borrow  
Money on  
Mortgage.

XXXVIII. And be it enacted, That it shall be lawful for the said *Wear Valley* Railway Company, if they shall think fit, instead of raising the whole of the said Sum of Six hundred and seventy-four thousand six hundred and seventy-two Pounds by the Creation of new Shares or Stock, pursuant to the Provision herein-before contained, to borrow on Mortgage or Bond such Part of the said Sum of Six hundred and seventy-four thousand six hundred and seventy-two Pounds (not exceeding the Sum of One hundred and sixty-eight thousand six hundred and sixty-eight Pounds) as shall from Time to Time be authorized to be borrowed by the Vote of a General Meeting of the said Company; and it shall be lawful for the said Company to secure the Repayment of the Money so borrowed by Mortgage or Bond in the Manner and according to the Form prescribed by the said recited Act relating to the said *Wear Valley* Railway Company with regard to the Monies thereby authorized to be borrowed on Mortgage or Bond, or with such Variation therefrom as the Circumstances may render necessary or desirable:







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

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

XLIV. And be it enacted, That it shall not be lawful for the said *Wear Valley* Railway Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Powers of Sale, &c. not to be exercised without Certificate of Commissioners of Railways.

XLV. Provided always, and be it enacted, That it shall not be lawful for the said *Bishop Auckland and Weardale* Railway Company, or the Owners of the *Wear and Derwent* Railway, the *Wear-dale Extension* Railway, and *Shildon* Tunnel respectively, by virtue of the Power herein-before contained, to lease or sell, nor for the said *Wear Valley* Railway Company to accept such Lease of or to purchase the said *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel respectively, unless it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified by them under their Seal previously to the Execution of such Lease or the Completion of such Sale, that One Half of the whole Amount of the Capital, exclusive of Loans, by the Act or Acts relating to each of the said Companies authorized to be raised, has been actually paid up, and expended for the Purposes authorized by such Act or Acts respectively; nor shall it be lawful for the said *Wear Valley* Railway Company to guarantee any Rent to any of the Parties aforesaid until the said *Wear Valley* Railway Company shall have completed and opened for Traffic their original Line of Railway.

Commissioners of Railways may require Inconveniences and Evils to be remedied.

XLVI. And be it enacted, That if at any Time after the passing of this Act it shall appear to the Commissioners of Railways to be necessary for the Interests of the Public, it shall be lawful for the said Commissioners to require the said *Wear Valley* Railway Company to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the Commissioners specified; and upon the Failure or Inability of the said Company to comply with the Requisitions of the said Commissioners, within the Period of Six Months from the Date of such Requisition, in the Particulars aforesaid, it shall be lawful for the said Commissioners to serve the said Company with Notice to introduce into Parliament in the then existing Session, if Parliament should then be sitting, and if not in the then next ensuing Session, a Bill or Bills for amending this Act  
in



in such Particulars as aforesaid, and thereupon the said *Wear Valley* Railway Company shall and they are hereby required to introduce such Bill or Bills accordingly, and duly to prosecute the same; in default whereof it shall be lawful for the said Commissioners to introduce or prosecute (as the Case may be) such Bill, at the Expence of the said *Wear Valley* Railway Company.

XLVII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the last Session of Parliament, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the said last Session of Parliament, intituled *An Act for constituting Commissioners of Railways*; be it enacted, That nothing in this Act contained shall be held to exempt such One or more of the said *Bishop Auckland and Weardale* Railway, *Wear and Derwent* Railway, *Weardale Extension* Railway, and *Shildon* Tunnel as the Purchases thereof respectively shall have been completed as aforesaid, or a Lease or Leases thereof respectively shall have been granted as aforesaid, and during the Continuance of such Lease or Leases, of the said *Wear Valley* Railway Company, from the Provisions of the said several above-mentioned Acts respectively, but that such Provisions shall be in force in respect to such Railways, Tunnel, and Company, so far as the same shall be applicable thereto.

Railway  
Company to  
be subject to  
Provisions of  
1 & 2 Vict.  
c. 98.,  
3 & 4 Vict.  
c. 97.,  
5 & 6 Vict.  
c. 55.,  
7 & 8 Vict.  
c. 85., and  
9 & 10 Vict.  
cc. 57. & 105.

XLVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt such of the Railways and Tunnel by this Act authorized to be leased and purchased as shall be leased or purchased from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during the present 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 authorized by this Act.

Railways  
and Tunnel  
to be subject  
to Provisions  
of future  
general Acts.

XLIX. And be it enacted, That all the Costs, Charges, and Expences of and attending the passing of this Act or incidental thereto shall be paid by the said *Wear Valley* Railway Company, and by the said *Bishop Auckland and Weardale* Railway Company, and by the respective Owners of the *Wear and Derwent* Railway, the *Weardale Extension* Railway, and the *Shildon* Tunnel respectively, in such Proportions as shall be mutually agreed upon between such

Expences of  
Act.



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10° & 11° VICTORIÆ, *Cap. ccxcii.*

such Companies and Owners respectively, out of the first Monies that shall come to their Hands, and in preference to any other Payment whatsoever.

Public Act. L. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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