





*The North-eastern Railway Company's Act, 1854.*

(6 *Victoria*, Chapter 8.), and by an Act passed in a Session of Parliament held in the Seventh and Eighth Years of the Reign of Her said Majesty (7 *Victoria*, Chapter 27.), and by an Act passed in a Session of Parliament held in the Eighth and Ninth Years of the Reign of Her said Majesty (8 and 9 *Victoria*, Chapter 92.), and by various Acts passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 *Victoria*, Chapter 58., 9 and 10 *Victoria*, Chapter 95., 9 and 10 *Victoria*, Chapter 96., 9 and 10 *Victoria*, Chapter 235., 9 and 10 *Victoria*, Chapter 242., 9 and 10 *Victoria*, Chapter 264., 9 and 10 *Victoria*, Chapter 330.), the Undertaking of the said *Newcastle and Darlington Junction* Railway Company was extended and enlarged, and further Powers were conferred on the said Company, and by One of the said Acts (9 and 10 *Victoria*, Chapter 242.,) the Name of the said Company was changed to the *York and Newcastle* Railway Company: And whereas by Three several Acts passed in a Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty (10 and 11 *Victoria*, Chapter 117., 10 and 11 *Victoria*, Chapter 134., 10 and 11 *Victoria*, Chapter 263.,) the Undertaking of the said *York and Newcastle* Railway Company was further enlarged, and further Powers were conferred on that Company: And whereas by an Act passed in a Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty (8 and 9 *Victoria*, Chapter 163.,) the *Newcastle and Berwick* Railway Company were incorporated for making and maintaining the Railways and for the other Purposes therein mentioned; and by an Act passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 and 10 *Victoria*, Chapter 207.,) the Undertaking of the said last-mentioned Company was enlarged and extended, and further Powers were conferred on that Company: And whereas by virtue of an Act passed in a Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty (10 and 11 *Victoria*, Chapter 133.,) the *Newcastle and Berwick* Railway Company was dissolved, and the Undertaking of that Company and of the said *York and Newcastle* Railway Company and the Shareholders thereof respectively became and were amalgamated into One Company and One Undertaking, namely, into the *York and Newcastle* Railway Company and its Undertaking, and thereupon the Name of the said last-mentioned Company was changed to the *York, Newcastle, and Berwick* Railway Company, and the several Undertakings of the said Two Companies respectively were thenceforth to be called the *York, Newcastle, and Berwick* Railway: And whereas by Three several Acts passed in a Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty (11 and 12 *Victoria*, Chapter 24., 11 and 12 *Victoria*, Chapter 55., 11 and 12 *Victoria*, Chapter 81.), and by an Act passed in a Session of

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of Parliament held in the Twelfth and Thirteenth Years of the Reign of Her said Majesty (12 and 13 *Victoria*, Chapter 58.), and by an Act passed in a Session of Parliament held in the Thirteenth and Fourteenth Years of the Reign of Her said Majesty (13 and 14 *Victoria*, Chapter 53.), and by Two several Acts passed in a Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty (14 and 15 *Victoria*, Chapter 84., 14 and 15 *Victoria*, Chapter 85.), and by Two several Acts passed in a Session of Parliament held in the Fifteenth and Sixteenth Years of the Reign of Her said Majesty (15 *Victoria*, Chapter 36., 15 *Victoria*, Chapter 114.), further Powers were conferred on the said *York, Newcastle, and Berwick* Railway Company, and their Undertaking was further extended and enlarged: And whereas by virtue of the said several recited Acts the said *York, Newcastle, and Berwick* Railway Company are the Proprietors of that Portion of the East Coast Main Line of Railway which lies between *York* and *Berwick*, and are also Proprietors or Lessees of various Branch Lines of Railway, Docks, and Works lying on either Side of their said Main Line of Railway which are worked and used by them in connexion therewith, whereby and by their said Main Line Access is obtained by Railway between *York, Thirsk, Northallerton, Ferry Hill*, the Port of *Hartlepool*, and other Places on the East Coast of *England*: And whereas by an Act passed in a Session of Parliament held in the Sixth Year of the Reign of His late Majesty King *William* the Fourth (6 *William* 4, Chapter 81.) the *York and North Midland* Railway Company were incorporated for making and maintaining the Railways, and for the other Purposes therein mentioned; and by an Act passed in a Session of Parliament held in the First and Second Years of the Reign of Her present Majesty (1 *Victoria*, Chapter 68.), and by an Act passed in a Session of Parliament held in the Fourth and Fifth Years of the Reign of Her said Majesty (4 *Victoria*, Chapter 7.), and by Two several Acts passed in a Session of Parliament held in the Seventh and Eighth Years of the Reign of Her said Majesty (7 *Victoria*, Chapter 21., 7 and 8 *Victoria*, Chapter 61.), and by Four several Acts passed in a Session of Parliament held in the Eighth and Ninth Years of the Reign of Her said Majesty (8 and 9 *Victoria*, Chapter 34.), 8 and 9 *Victoria*, Chapter 57., 8 and 9 *Victoria*, Chapter 58., 8 and 9 *Victoria*, Chapter 84.), and by Six several Acts passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 *Victoria*, Chapter 59., 9 *Victoria*, Chapter 65., 9 *Victoria*, Chapter 66., 9 and 10 *Victoria*, Chapter 89., 9 and 10 *Victoria*, Chapter 241., 9 and 10 *Victoria*, Chapter 247.), and by Five several Acts passed in a Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty (10 and 11 *Victoria*, Chapter 140., 10 and 11 *Victoria*, Chapter 141., 10 and 11 *Victoria*, Chapter 216., 10 and 11 *Victoria*, Chapter 218., 10 and 11 *Victoria*, Chapter



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Chapter 219.), and by an Act passed in a Session of Parliament held in the Twelfth and Thirteenth Years of the Reign of Her said Majesty (12 and 13 *Victoria*, Chapter 60.), and by an Act passed in a Session of Parliament held in the Thirteenth and Fourteenth Years of the Reign of Her said Majesty (13 and 14 *Victoria*, Chapter 38.), and by Two several Acts passed in a Session of Parliament held in the Fifteenth and Sixteenth Years of the Reign of Her said Majesty (15 *Victoria*, Chapter 96., 15 and 16 *Victoria*, Chapter 127.), and by an Act passed in a Session of Parliament held in the Sixteenth and Seventeenth Years of the Reign of Her said Majesty (16 and 17 *Victoria*, Chapter 109.), further Powers were conferred on the said *York and North Midland Railway Company*, and their Undertaking was extended and enlarged: And whereas by an Act passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 and 10 *Victoria*, Chapter 164.,) the *East and West Yorkshire Junction Railway Company* were incorporated for making and maintaining the Railway, and for the other Purposes therein mentioned: And whereas by an Act passed in the Fifteenth Year of the Reign of Her said Majesty (15 *Victoria*, Chapter 57.,) the said last-mentioned Company were dissolved, and their Undertaking was vested in the *York and North Midland Railway Company*: And whereas by virtue of the said several recited Acts relating to the Two last-mentioned Companies the *York and North Midland Railway Company* are the Proprietors of that Portion of the said East Coast Main Line of Railway which lies between *Normanton* and *York* and *Knottingley* and *York*, and are also Proprietors or Lessees or are in the Occupation under an Agreement for a Lease of various Branch and other Lines of Railway uniting with their said Main Line and worked by them in connexion therewith, whereby and by their said Main Line Access is obtained by Railway between *Leeds*, *Harrowgate*, *Knaresborough*, *York*, the Port of *Hull*, and other Places in the County of *York*, and the Station at *York* is used in common for the Traffic of the said *York and North Midland* and *York, Newcastle, and Berwick* Railway Companies there, and the *York and North Midland Railway Company* are also Proprietors of or interested in certain Canals, with the Buildings and Works appertaining thereto, and known as the *Market Weighton Canal* and the *Pocklington Canal* in the East Riding of the County of *York*: And whereas by means of the said Main Lines of Railway belonging to the said *York, Newcastle, and Berwick* and *York and North Midland* Railway Companies a continuous Main Line of Railway has been completed between *Berwick* and *Normanton* and *Berwick* and *Knottingley*, and to other Places in the County of *York*: And whereas by an Act passed in a Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty (8 and 9 *Victoria*, Chapter 104.,) the *Leeds and Thirsk* Railway Company were incorporated for making  
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and maintaining the Railways and for the other Purposes therein mentioned; and by Three several Acts passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 and 10 *Victoria*, Chapter 149., 9 and 10 *Victoria*, Chapter 153., 9 and 10 *Victoria*, Chapter 154.), and by an Act passed in a Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her said Majesty (10 and 11 *Victoria*, Chapter 210.), and by Four several Acts passed in a Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her said Majesty (11 and 12 *Victoria*, Chapter 56., 11 and 12 *Victoria*, Chapter 57., 11 and 12 *Victoria*, Chapter 68., 11 and 12 *Victoria*, Chapter 71.), and by an Act passed in a Session of Parliament held in the Twelfth and Thirteenth Years of the Reign of Her said Majesty (12 and 13 *Victoria*, Chapter 27.), and by an Act passed in a Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty (14 and 15 *Victoria*, Chapter 47.), and by an Act passed in a Session of Parliament held in the Sixteenth and Seventeenth Years of the Reign of Her said Majesty (16 and 17 *Victoria*, Chapter 136.) further Powers were conferred on the said *Leeds and Thirsk* Railway Company, and their Undertaking was extended and enlarged, and by the said Act (14 and 15 *Victoria*, Chapter 47.), the Name of the said Company was changed to the *Leeds Northern* Railway Company: And whereas by virtue of the said several recited Acts relating to the said last-mentioned Company the *Leeds Northern* Railway Company are the Proprietors of a Main Line of Railway between *Leeds* and *Stockton-upon-Tees* which intersects the said Main Line of the *York, Newcastle, and Berwick* Railway Company at *Northallerton*, and also communicates therewith by a Branch at the *Thirsk* Station thereon, and a Portion of the said *Leeds Northern* Railway to and the Station at *Knaresborough* are used in common by the *York, and North Midland* Railway Company and the *Leeds Northern* Railway Company, which last-named Company are also Proprietors of the River *Ure* Navigation to *Ripon* and the Works connected therewith: And whereas by means of the Main Lines of Railway belonging to the *Leeds Northern* and the *York, Newcastle, and Berwick* Railway Companies a continuous Main Line of Railway has been formed viâ *Thirsk*, between *Leeds* and *Berwick*, whereby Passengers and Goods are conveyed to and between those Places and for Places North and South of those Termini: And whereas the said several Railways and Undertakings of the said Three Companies respectively are so situated relatively to each other that they may be more conveniently worked together as One Undertaking than separately, and it would be of Advantage to the said Companies in respect of Economy of Management and to the Public in respect of Accommodation and Despatch, if the said several Undertakings were united and placed under the Management and Control of One Com-



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pany, and if the said Companies were amalgamated into One Company: And whereas the said Companies have provisionally agreed upon certain Terms and Conditions of Amalgamation and for the Application and Apportionment of the joint Revenues to and among the several Classes of Shareholders in the said Companies respectively, and for the defining and adjusting of the several Interests of the respective Proprietors and secured Creditors of the said Companies respectively, and it is expedient that such Agreement should be sanctioned and confirmed: And whereas it is also expedient that the Constitution of the Company with or into which the others of the said Companies are amalgamated should be in some respects altered: And whereas by an Act passed in a Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty (9 and 10 *Victoria*, Chapter 77.,) the *Malton and Driffield Junction* Railway Company were incorporated for making and maintaining a Railway from *Malton* to *Driffield*, to be called the *Malton and Driffield Junction* Railway, with a Branch therefrom; and by an Act passed in a Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty (14 *Victoria*, Chapter 39.), and by another Act passed in a Session of Parliament held in the Fifteenth and Sixteenth Years of the Reign of Her said Majesty (15 *Victoria*, Chapter 37.), the Line of the *Malton and Driffield Junction* Railway was altered, and further Powers were conferred upon the *Malton and Driffield Junction* Railway Company, and such last-mentioned Railway has since been opened for public Use: And whereas the *Malton and Driffield Junction* Railway communicates with the *Thirsk and Malton* Branch of the *York, Newcastle, and Berwick* Railway, and also with the *York and Scarborough* Branch of the *York and North Midland* Railway at *Malton* and the *Hull and Bridlington Branch* Railway at or near *Driffield*, and by means of the said *Malton and Driffield Junction* Railway and the Railways belonging to or occupied by the *York, Newcastle, and Berwick* and *York and North Midland* Railway Companies respectively a continuous Line of Railway Communication is established between the Port of *Hull* and the North of *England*, and between various Parts of the North and East Ridings of the County of *York*: And whereas it might be advantageous and productive of Economy and greater Convenience to the Public if the Company to be formed by the Union and Amalgamation of the said *York, Newcastle, and Berwick*, *York and North Midland*, and *Leeds Northern* Railway Companies were empowered to undertake the Working and Management of the Undertaking of the *Malton and Driffield Junction* Railway Company and of the Traffic upon the same, and if the said several Companies were empowered to enter into Agreements and Arrangements for such Purposes, and for the Amalgamation of the said *Malton and Driffield Junction* Railway Company with the Company to be formed by the Union and Amalgamation

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mation of the said other Companies: And whereas the several Objects aforesaid cannot be effected without the Sanction of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same:

I. That in citing this Act for any Purpose whatever it shall be sufficient to designate it as "The *North-eastern Railway Company's Act, 1854.*" Short Title.

II. That in all Cases in which it shall not be otherwise expressed the Time of the coming into operation or taking effect of the several Enactments herein contained shall be deemed and taken to be from and immediately after the passing of this Act. Enactments to take Effect from passing of Act, where not otherwise expressed.

III. That the Undertakings of the said *York, Newcastle, and Berwick, York and North Midland, and Leeds Northern Railway Companies* respectively, to which the Provisions of this Act shall apply, shall be and are hereby declared to be the following: First, as regards the *York, Newcastle, and Berwick Railway Company*, the several Railways, Branches, and Extensions, including all Sidings, Approaches, Junctions, Stations, Workshops, and other Buildings, and all other Works appertaining to such Railways, Branches, and Extensions respectively, and required for or used in the Conduct of the Traffic thereon, together with the several Docks, Quays, Piers, Wharfs, Staithes, and other Buildings and Works connected therewith or appurtenant thereto, and all other the Property, Estate, and Effects which, under the Authority or in virtue of the several Acts herein-before recited relating to the *York, Newcastle, and Berwick Railway Company* by that or any other Name, or of the Acts relating to any of the Companies incorporated into and forming Part of such Company, or otherwise howsoever, belong to or are vested in or may hereafter belong to or become vested in that Company either as Proprietors or Lessees: Second, as regards the *York and North Midland Railway Company*, the several Railways, Branches, and Extensions, including all Sidings, Approaches, Junctions, Stations, Workshops, and other Buildings, and all other Works appertaining to such last-mentioned Railways, Branches, and Extensions respectively, and required for or used in the Conduct of the Traffic thereon, together with the Canal known as the *Pocklington Canal*, with the Buildings, Works, and Appurtenances thereto, and the Interest of the said Company in the *Market Weighton Canal* with its Appurtenances, and all other the Property, Estate, and Effects which, under the Authority or in virtue of the several Acts herein-before recited relating to the said last-mentioned The Undertakings of the Three Companies to which this Act shall apply defined.



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mentioned Company, or otherwise howsoever, belong to or are vested in or may hereafter belong to or become vested in that Company, whether as Proprietors, Lessees, or Occupiers: Third, as regards the *Leeds Northern* Railway Company, the several Railways, Branches, and Extensions, including all Sidings, Approaches, Junctions, Stations, Workshops, and other Buildings, and all other Works appertaining to such Railways respectively, and required for or used in the Conduct of the Traffic thereon, together with the Canal known as the *River Ure* Navigation to *Ripon*, or the *Ripon* Canal, with the Buildings, Works, and Appurtenances thereto, and all other the Property, Estate, and Effects which, under the Authority or in virtue of the several Acts herein-before recited relating to the *Leeds Northern* Railway Company by that or any other Name, or otherwise howsoever, belong to or are vested in or may hereafter belong to or become vested in that Company; and the said Three Undertakings when united and amalgamated into One Undertaking, as herein-after provided, shall be called and designated as “*The North-eastern Railway.*”

Designation of  
an amalgamated  
Undertaking.

Undertakings  
of the York  
and North  
Midland and  
Leeds North-  
ern Railway  
Companies to  
vest in the  
York, New-  
castle, and  
Berwick Rail-  
way Company,  
and to be  
thenceforth  
called “*The  
North-eastern  
Railway Com-  
pany.*”

IV. That the said *York and North Midland* Railway Company and the said *Leeds Northern* Railway Company are hereby dissolved, and are herein-after designated as the dissolved Companies, and the Undertakings of the dissolved Companies respectively, as well those Parts thereof respectively which have been completed or commenced as those which have not been commenced, and all the Lands, Monies, Goods, Chattels, and Credits, and all other the Real and Personal Estate and Effects of the dissolved Companies respectively, and all their Estate, Right, Title, and Interest in and to their said respective Undertakings, and all their respective Rights, Privileges, Powers, and Authorities affecting or appurtenant to the same Undertakings respectively, shall, subject to the existing Debts, Leases, Covenants, Liabilities, Engagements, Contracts, Obligations, and Incumbrances of the dissolved Companies respectively, be and the same are hereby vested in the *York, Newcastle, and Berwick* Railway Company (which is in this Act and shall henceforth be styled and designated as “*The North-eastern Railway Company*”), and may be lawfully executed, completed, held, used, and exercised by that Company in the Name of “*The North-eastern Railway Company*” in the same Manner and to the same Extent as the dissolved Companies respectively could have executed, completed, held, used, and exercised the same if this Act had not been passed; and the *York, Newcastle, and Berwick* Railway Company shall, by the Name of “*The North-eastern Railway Company,*” continue to be incorporated, and shall have a Common Seal, and in that Name shall have, retain, and exercise all the same Rights, Powers, Privileges, and Incidents as it would have had if such Name had not been changed, as well as such as are by this Act granted.

V. That



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V. That all the Clauses, Provisions, and Enactments contained in the said several recited Acts relating to the *York and North Midland* Railway Company, and all the Clauses, Provisions, and Enactments contained in the said several recited Acts relating to the said *Leeds Northern* Railway Company, whether by that Name or by the Name of the *Leeds and Thirsk* Railway Company, which shall be in force immediately before and up to the passing of this Act, except such of them as are by this Act repealed or altered, shall be and remain in full Force with respect to the *North-eastern* Railway Company, and as to all Matters and Things to be done or continued, or which but for the passing of this Act would, might, or ought to be done or continued, by the dissolved Companies respectively, shall be applicable and shall apply to "The *North-eastern* Railway Company" as fully and in the same Manner as if the Name of "The *North-eastern* Railway Company" had been inserted in the said Acts respectively instead of the Name of the Company to which the same respectively then related, and as if the *North-eastern* Railway Company had executed the Works of the *York and North Midland* Railway, or of the *Leeds Northern* Railway herein-before described or referred to, instead of the Company which executed the same.

Provisions of recited Acts relating to the dissolved Companies to remain in force with respect to the *North-eastern* Railway Company, except as altered by this Act.

VI. That, subject to the Provisions in this Act contained, all Debts due from or to the *York and North Midland*, or from or to the *Leeds Northern* Railway Company, shall be payable and paid by or to the *North-eastern* Railway Company, and all Rates, Tolls, Duties, and Monies which shall be or become, or which if this Act were not passed would be or become due and payable by virtue of any Act relating to the dissolved Companies respectively from or to those Companies respectively, shall be due and payable from or to the *North-eastern* Railway Company, and shall be recoverable by that Company by the same Ways and Means and subject to the same Conditions as the same would or might have been recoverable by the dissolved Companies respectively if this Act had not been passed.

Debts, &c. due from or to dissolved Companies to be payable by or to the *North-eastern* Railway Company.

VII. That all Deeds, Conveyances, Grants, Leases, Purchases, Sales, Contracts, Mortgages, Bonds, Covenants, and Securities which before the passing of this Act shall have been executed, made, or entered into by, with, or to or in relation to the dissolved Companies or either of them respectively, and which shall be in force at the passing of this Act, and all Obligations and Liabilities which before the passing of this Act shall have been incurred by or to, or which but for the passing of this Act might or would have attached upon the dissolved Companies or either of them respectively, shall, subject to the Provisions in this Act contained, be as valid and of as full Force and Effect to, for, upon, against, or in relation to the *North-eastern* Railway Com-

All Conveyances, &c. entered into by dissolved Companies in force at passing of this Act, to be as effectual as if made by the *North-eastern* Railway Company.



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pany as if the same had been executed, made, or entered into by, with, or to, or in relation to, or had been incurred by, or had attached upon that Company by Name.

All Causes of Action enforceable by or against the dissolved Companies to remain effectual by or against the North-eastern Company.

VIII. That all Causes and Rights of Action or Suit in respect of Injuries, Misfeasances, Nonfeasances, and otherwise which shall have accrued before and shall be in any Manner enforceable at or after the passing of this Act by, for, or against the dissolved Companies or either of them respectively, shall, subject to the Provisions in this Act contained, be and remain as good, valid, and effectual by, for, or against the *North-eastern Railway Company* as they would or might have been against the dissolved Companies or either of them respectively if this Act had not been passed.

Actions or Suits commenced by or against either of the dissolved Companies not to be abated or prejudiced, but may be continued by or against the North-eastern Railway Company.

IX. That nothing in this Act contained shall abate or prejudice any Action, Suit, or other Proceeding at Law or in Equity which shall have been commenced by or against either of the dissolved Companies respectively either solely or jointly with any other Defendant or Defendants before the passing of this Act, but the same may be continued, prosecuted, and enforced by or against the *North-eastern Railway Company* either solely or, as the Case may require, jointly with such other Defendant or Defendants, upon a Suggestion to be entered on the Proceedings setting forth the Dissolution of the Company by or against which the said Action, Suit, or other Proceeding was originally commenced, and the Substitution of the *North-eastern Railway Company* in its Stead.

Proceedings by or against the York, Newcastle, and Berwick Railway Company may be continued by or against the North-eastern Railway Company.

X. That all Proceedings at Law or in Equity commenced and pending by or against the *York, Newcastle, and Berwick Railway Company* may be continued by or against the *North-eastern Railway Company* upon a Suggestion to be entered on the Proceedings of the Change of Name.

Submissions to Arbitration and Awards affecting dissolved Companies not to be revoked, but to be effectual for or against the North-eastern Railway Company.

XI. That no Submission to Arbitration of any Matter in Dispute between either of the dissolved Companies and any other Party under which any Reference shall be pending and incomplete at the passing of this Act, and no Award made before and remaining in force at the passing of this Act, shall be revoked or prejudicially affected by anything herein contained, but every such Submission and Award shall be as valid and effectual for or against the *North-eastern Railway Company* as it would have been for or against the dissolved Company, Party thereto.

Real and Personal Property, and all Rights and Privileges

XII. That in any Case in which either of the dissolved Companies were at the passing of this Act seised or possessed of or entitled to any Railway, or of or to any other Property, real or personal, or of or to



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to any Easement over any Land, or of or to any other Right, Privilege, or Hereditament whatsoever, whether singly or jointly, or in common with any other Company or Person, all the Property, Right, Share, and Interest of such dissolved Company in and to the said several Premises respectively shall belong to and be vested in the *North-eastern Railway Company* in such Manner and with such Quality of Estate or Interest and subject to such Conditions as the same would have been held or enjoyed by the Company previously entitled thereto if this Act had not been passed.

of dissolved Companies, to be vested in *North-eastern Railway Company*.

XIII. That all Works which under the Provisions of any Act herein-before recited the dissolved Companies respectively are authorized or required to execute and complete, and which shall not have been executed or completed before the passing of this Act, may be executed or completed by the *North-eastern Railway Company*, which shall for that Purpose have all the Powers which were conferred upon and but for this Act might have been exercised by the Company in whose Stead the *North-eastern Railway Company* shall be so substituted.

Works of dissolved Companies may be executed by *North-eastern Railway Company*.

XIV. That all Clerks, Officers, Agents, and Servants who at the Time of the passing of this Act shall be in the Employ or Service of the dissolved Companies respectively, and whose Service shall not be then determined, shall become and be the Clerks, Officers, Agents, or Servants (as the Case may be) of the *North-eastern Railway Company*, with the same Rights and subject to the same Obligations and Incidents in respect of such Employ or Service as they would have had or been subject to as the Clerks, Officers, Agents, or Servants of the dissolved Companies respectively.

Clerks, &c. of dissolved Companies to be the Clerks, &c. of the *North-eastern Railway Company*.

XV. That all Books and other Documents whatever which by the said recited Acts or any of them were made Evidence for or against the dissolved Companies respectively, or for or against the *York, Newcastle, and Berwick Railway Company*, shall be admitted as Evidence in like Manner for or against the *North-eastern Railway Company* in respect of any Matter or Thing as to which they might and would have been admitted as Evidence for or against the dissolved Companies respectively, or the *York, Newcastle, and Berwick Railway Company*.

Books and Documents which were Evidence for or against any of the Three Companies, to be Evidence for or against the *North-eastern Railway Company*.

XVI. That, notwithstanding the Dissolution of the *York and North Midland Railway Company* and the *Leeds Northern Railway Company*, everything before the passing of this Act done and suffered respectively under the Acts relating to such Companies respectively shall be as valid as if this Act were not passed, and the Dissolution of the said Companies and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively,

Present and future Liabilities of dissolved Companies saved.



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respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Dissolution had not happened and this Act were not passed, would be incident to or consequent on any and everything so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the *North-eastern* Railway Company shall to all Intents and Purposes represent the *York and North Midland* and *Leeds Northern* Railway Companies respectively hereby dissolved: Provided always, that the Generality of this Enactment shall not be confined or restricted by any special Provisions in this Act contained.

Proprietors of Shares and Stock in the Three Companies to be Proprietors of Shares and Stock of like Quality in the North-eastern Railway Company.

XVII. That from and after the passing of this Act the several Persons who up to and at the passing thereof were Proprietors of Shares or Stock, preferential or ordinary, of and in the respective Capitals of the dissolved Companies and of the *York, Newcastle, and Berwick* Railway Company respectively, shall become and be or remain Proprietors of Shares and Stock of and in the Capital of the *North-eastern* Railway Company of the like Denominations, Qualities, and Amounts respectively, and with the same Rights, Privileges, and Priorities respectively (as to the Proprietors of Shares or Stock in each of such Companies *inter se*), as were annexed or incident to such Shares or Stock respectively in the dissolved Companies and the *York, Newcastle, and Berwick* Railway Company respectively, and such several Persons are herein-after respectively designated and distinguished as and included in the Expression "Proprietors."

Capital of the North-eastern Railway Company defined;

XVIII. That the Capital of the *North-eastern* Railway Company shall be and consist of the Capital of the *York, Newcastle, and Berwick* Railway Company, of the Capital of the *York and North Midland* Railway Company, and of the Capital of the *Leeds Northern* Railway Company, as the same respectively may be existing at the passing of this Act, with such Additions thereto as may thereafter from Time to Time be made by the *North-eastern* Railway Company under the Authority of any of the Acts relating to the said Three Companies respectively or this Act; but such Capitals respectively shall nevertheless be kept wholly separate and distinct for all Purposes of Charge, Benefits, and Dividends upon or to the same respectively, and separate and distinct Accounts in separate and distinct Books shall be kept of and relating to such several Capitals respectively, in like Manner as if such Amalgamation had not taken place; and such several and distinct Capitals are herein-after designated and distinguished as "The *Berwick* Capital Stock," "The *York* Capital Stock," and "The *Leeds* Capital Stock," respectively.

but the Capital of the Three Companies to be kept separate, and in distinct Accounts and Books.

The Debts of the Three Companies to

XIX. That the Debts and Liabilities of the dissolved Companies and of the *York, Newcastle, and Berwick* Railway Company respectively

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tively on Mortgage or Bond or otherwise which at the passing of this Act shall be subsisting shall become and be a Charge upon the whole Undertaking of the *North-eastern* Railway Company; provided that nothing herein contained shall give to the Holder of any such Mortgage or Bond or other Security any Priority which he would not have been entitled to if this Act had not been passed, or diminish or injuriously affect the Security which such Holder may possess at the Time of the passing of this Act: Provided also, that as between the Proprietors of Shares or Stock in the *Berwick* Capital Stock, the *York* Capital Stock, and the *Leeds* Capital Stock respectively, the Amount of the Debts and Liabilities for the Time being in respect of the Undertakings of each of the said Three Companies, whether secured by Mortgage, Bond, or otherwise, or unsecured, shall be periodically ascertained, and Interest thereon, calculated according to the average Rate of the whole Interest from Time to Time payable by the Company on its aggregate Debts or Liabilities, shall be charged half-yearly against the Proportion of Joint Revenue from Time to Time credited to the Proprietors of each of such particular Capital Stocks.

be a Charge on the whole Undertaking of the *North-eastern* Railway Company; but Act not to give any Priority to, or injuriously affect any Security.

Interest upon the Debt of each Company to be calculated at the average Rate of the whole, and debited against the Share of Revenue belonging to its particular Capital Stock.

XX. That the Agreement bearing Date the Thirty-first Day of *March* One thousand eight hundred and fifty-three, under the Seals of the *York, Newcastle, and Berwick* Railway Company, of the *York and North Midland* Railway Company, and of the *Leeds Northern* Railway Company, for determining and adjusting the Terms and Conditions upon which the said Three Companies and their respective Undertakings are to be amalgamated, and the Application and Apportionment of the Joint Revenues of the amalgamated Companies to and among the several Classes of Proprietors therein specified, and the Charges and Outgoings to be placed to the Account of the several Capital Stocks composing the united Capital, and to be borne by and paid out of the Revenues to be assigned thereto respectively as therein mentioned, and the Charges and Outgoings to be borne by and paid out of the Joint Revenue, and generally for defining and adjusting the Rights and Interests of the several Classes of Proprietors and several Creditors in and of the said amalgamated Company, shall be and the same is hereby confirmed, and shall be and is hereby declared to be binding upon the said Three Companies and the *North-eastern* Railway Company respectively, but nevertheless subject to the Provisions in this Act contained.

Agreement for Amalgamation confirmed.

XXI. That until the First Ordinary Meeting of the *North-eastern* Railway Company, herein-after designated as "the Company," which shall be held in the Year next after the passing of this Act, the Directors of the Company shall be and consist of the Eight Directors of the *York, Newcastle, and Berwick* Railway Company (herein-after designated as original *Berwick* Directors) who shall be in Office at

First Directors of the *North-eastern* Railway Company.

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the passing of this Act, if there be then only Eight Persons Directors of that Company, or of Nine of such Directors if there be then more than Eight Persons Directors of that Company, such Nine Directors to be selected by the *Berwick* Directors themselves from their whole Board if it shall then consist of more than Nine Directors, and the following Persons being now Directors of the *York and North Midland* Railway Company (herein-after designated as original *York* Directors), that is to say, *Harry Stephen Thompson, George Hicks Seymour, Samuel Priestman, Robert Williamson, and George Dodsworth*, and the following Persons being now Directors of the *Leeds Northern* Railway Company, herein-after designated as original *Leeds* Directors; (that is to say,) *Newman Cash, James Kitson, and Charles Gascoigne Maclea*; and Five shall be the Quorum of the Directors of the Company; and the Chairman of the *York, Newcastle, and Berwick* Railway Company shall be the Chairman of the Directors of the Company until the First Meeting of Directors of the Company held after the said First Ordinary Meeting.

Rotation of  
Directors and  
Election of  
others to sup-  
ply Vacancies.

XXII. That at the First Ordinary Meeting of the Company to be held as aforesaid Two of the original *Berwick* Directors in case there shall be only Eight of such Directors on the Board of the Company, or in case there shall be Nine of such Directors on such Board then Three of such Directors and Two of the original *York* Directors and One of the original *Leeds* Directors (to be respectively selected by Ballot amongst each of such several Classes of original Directors, unless they shall otherwise respectively agree), shall go out of Office, and their Places shall be supplied by the Election of an equal Number of duly qualified Shareholders in the Company (each of the retiring Directors being re-eligible, and if re-elected considered as a new Director); and at the First Ordinary Meeting of the Company to be held in the Second Year next after the passing of this Act Three of the remaining original *Berwick* Directors, One of the remaining original *York* Directors, and One of the remaining original *Leeds* Directors, to be respectively selected or agreed upon as aforesaid, shall go out of Office, and their Places shall be supplied in manner aforesaid; and at the First Ordinary Meeting of the Company to be held in the Third Year next after the passing of this Act the remaining original *Berwick, York, and Leeds* Directors, herein-after designated when spoken of collectively as original Directors, shall go out of Office, and their Places shall be supplied in manner aforesaid; and at the First Ordinary Meeting in every subsequent Year the Directors who, according to the Rotation aforesaid, have been longest in Office shall be the Directors who shall go out of Office, and their Places shall be supplied in like Manner.

Provision for  
supply of occa-  
sional Vacan-

XXIII. That if during the Period by this Act limited for the Continuance in Office of any of the said original Directors any of such  
Directors



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Directors shall die or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, the remaining Directors or Director (if any there be) of the particular Class of original Directors of which he was a Member may, if they or he think proper so to do, elect in his Place some other Shareholder, duly qualified, to be a Director, or in case there be no remaining Director of such Class then the other Directors of the Company may, if they think proper so to do, supply his Place as aforesaid; only in such last-mentioned Event the Person elected shall, unless the remaining Directors shall otherwise unanimously determine, be selected from the particular Class of Shareholders represented by the Person whose Place he is to supply, and the Shareholder so elected shall continue in Office as a Director so long only as the Person in whose Place he is elected would have been entitled to continue in case he had remained in Office.

cies amongst  
the First  
Directors.

XXIV. That after the Expiration of the Third Year next after the passing of this Act it shall be lawful for the Company from Time to Time to reduce the Number of Directors to not less than Twelve, and again to increase the same, provided that the total Number shall not exceed Fifteen, and in the event of any such Reduction or Increase the Quorum of such Directors shall be thereupon fixed by the Company.

Power to vary  
Number of  
Directors.

XXV. That no Person shall be a Director of the Company unless he be possessed in his own Right of Shares or Stock in the Capital of the Company of the nominal Value of One thousand Pounds.

Qualification  
of Directors.

XXVI. That the Provisions and Enactments of "The Companies Clauses Consolidation Act, 1845," with respect to the Appointment and Rotation of Directors, save and except where and so far as the same are by the Provisions of this Act altered, varied, or otherwise provided for, and with respect to the Powers of Directors, and with respect to the Proceedings and Liabilities of the Directors, shall extend and be applicable to the Directors to be appointed under this Act.

Provisions of  
8 & 9 Vict. c.11.  
as to Appoin-  
ment and  
Rotation, &c.  
of Directors,  
to apply to  
Directors  
under this Act.

XXVII. That the Provisions and Enactments of "The Companies Clauses Consolidation Act, 1845," with respect to the Enforcement of the Payment of Calls by Shareholders and the Proceedings for that Purpose, and with respect to the Forfeiture of Shares for Nonpayment of Calls, shall extend and be applicable to all Calls which shall be made by the Company upon any Shares which may be hereafter created by the Company.

Provisions of  
8 & 9 Vict. c.16.  
as to Payment  
of Calls to  
apply to Calls  
on Shares  
hereafter  
created.

XXVIII. That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper

Newspapers  
for Advertise-  
ments.



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paper published in the Town of *Newcastle-upon-Tyne* or County of *Durham*, and in the City or County of *York* respectively.

Provisions of  
15 & 16 Vict.  
c. 127. as to  
Creation of  
Debenture  
Stock extended  
to this Act.

XXIX. That the Provisions and Enactments of "*The York and North Midland (Victoria Dock) Railway Act, 1852*," relating to the Creation of Debentures Shares or a Debenture Stock, and which are contained in the Sections of that Act numbered from Thirty-six to Forty-eight both inclusive, shall extend and be applicable to and may be carried into effect in respect of all Moneys now owing or which may hereafter be owing by the Company, or which the Company may have Power to raise by borrowing on Mortgage or Bond; and for that Purpose such Enactments respectively shall be read and construed as if the Name of the *North-eastern Railway Company* were inserted therein as the Company to which such Enactments respectively relate.

Votes of  
Holders of  
Stock or  
Shares.

XXX. That at all General Meetings of the Company every Holder of Stock in any of the said Capital Stocks of the Company (except Debenture Stock) to the Amount of Fifty Pounds, and every Holder of a Share or Shares, preferential or otherwise (except of a Debenture Share or Debenture Shares), of the aggregate nominal Amount of Fifty Pounds, shall be entitled to One Vote; and every such Person shall have One additional Vote for every Fifty Pounds of such Stock beyond the First Fifty Pounds, or for every such Share or aggregate Number of such Shares of the nominal Amount of Fifty Pounds beyond such First Share or Number of Shares of that nominal Amount up to and not exceeding Five hundred Pounds of such Stock or nominal Amount of such Shares; and an additional Vote for every One hundred Pounds of such Stock or aggregate Number of such Shares of that nominal Amount beyond the First Five hundred Pounds up to and not exceeding Two thousand Pounds of such Stock or Shares; and an additional Vote for every Two hundred Pounds of such Stock or aggregate Number of Shares of that nominal Amount beyond the First Two thousand Pounds of such Stock or Shares.

Disputes  
referred to  
Arbitration,  
under  
& 9 Vict. c. 16.

XXXI. That in case during the Continuance in Office of any of the said original Directors any Dispute or Difference shall arise between the Directors or Proprietors representing any one of the said Capital Stocks and the Directors or Proprietors representing any other of the said Capital Stocks upon or in respect of this Act, or of any Matter arising out of the Amalgamation of the said Three Companies, or as to the Settlement of Accounts, or the respective Proportions of Revenue divisible between and among the said Three Bodies of Proprietors respectively, except such Disputes or Differences as have been herein-before or by the said Agreement expressly referred, such Dispute or Difference shall from Time to Time, on the Request  
of



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of any of such original Directors, be settled and determined by Arbitration in the Manner (so far as is applicable) provided by "The Companies Clauses Consolidation Act, 1845," as to Reference to Arbitration of Disputes arising under that Act, and for that Purpose each of the said Three Classes of original Directors shall be taken as representing the Proprietors of each of the said Three Capital Stocks respectively, and shall be deemed the Parties or Party to such Dispute.

XXXII. That it shall be lawful for the *North-eastern Railway Company* to demand, receive, and take, for the Use of the Railways belonging to or in the Possession or Occupation of that Company, under or by virtue of any of the said recited Acts or this Act, or any Act passed during the present Session of Parliament, any Tolls not exceeding the following; (that is to say,)

Rates and  
Tolls to be  
taken in  
respect of the  
Railways.

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads and Highways, which shall be conveyed for a Distance of Twenty Miles or upwards, *per Ton per Mile* One Penny :

For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Twenty Miles, *per Ton per Mile* One Penny 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 Merchandise, and for Lead Ore, Pitching and Paving Stones, and other Kinds of Stone, Bricks, Tiles, Slates, Clay, and Sand, which shall be conveyed for a Distance of Twenty Miles or upwards, *per Ton per Mile* One Penny Halfpenny :

For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Twenty Miles, *per Ton per Mile* Twopence :

For all Sugar, Grain, Corn, Flour, Hides, Hemp, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains which shall be conveyed for a Distance of Twenty Miles or upwards, *per Ton per Mile* Twopence :

For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Twenty Miles, *per Ton per Mile* Twopence Three Farthings :

For all Coals, Coke, Culm, and Cinders which shall be conveyed for a Distance of Thirty Miles or upwards, *per Ton per Mile* One Penny :

For the like Articles, Goods, and Things which shall be conveyed for Twenty Miles, but for a less Distance than Thirty Miles, *per Ton per Mile* One Penny Halfpenny :

For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Twenty Miles, *per Ton per Mile* One Penny Three Farthings :

[*Local.*]

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For



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For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Forty Miles, and shall be intended for Shipment, *per Ton per Mile* One Penny Halfpenny.

Provided always, that for all Coals, Coke, Culm, and Cinders which shall be conveyed for a greater Distance than Forty Miles in Waggon not belonging to the Company, and consigned to any Place or Places South of the City of *York*, it shall not be lawful for the Company to demand or receive any greater Sum than Three Farthings *per Ton per Mile* :

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, and Things not before enumerated, which shall be conveyed for a Distance of Twenty Miles or upwards, *per Ton per Mile* Threepence :

For the like Articles, Goods, and Things which shall be conveyed for a less Distance than Twenty Miles, *per Ton per Mile* Threepence Halfpenny :

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

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 ; and *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh, Twopence :

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

For every Passenger conveyed in a Second-class Carriage, *per Mile* Twopence :

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

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed for a Distance exceeding Fifteen Miles, *per Mile* Fourpence Halfpenny :

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

For every Ox, Cow, Bull, or Neat Cattle conveyed for a Distance exceeding Fifteen Miles *per Mile* —

If One, Threepence :

If more than One and less than Four, *per Head per Mile* Twopence :

If Four or more than Four, *per Head per Mile* Three Halfpence :

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

For



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For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed for a Distance exceeding Fifteen Miles, *per Head per Mile* Three Farthings :

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

For every Waggon or Truck capable of containing Six Beasts of an ordinary Size, or Thirty Sheep, which shall be hired and taken by any Person for the Conveyance of his Cattle or Sheep solely, for a Distance exceeding Fifteen Miles, *per Mile* Sixpence.

XXXIII. Provided always, That it shall not be lawful for the Company to charge for Passengers conveyed in Third-class Carriages on the *Pensher and Sunderland* and *York and Knaresborough* Branch Railways, or on that Portion of the *Leeds Northern* Railway which lies between *Northallerton* and *Stockton*, any greater Sum than One Penny *per Passenger per Mile*.

Limiting Charge for Third-class Passengers on certain Portions of the Railway.

XXXIV. Provided always, That (except as in this Act otherwise provided) the said Tolls shall include the Toll for the Use of Carriages and of Engines for propelling the Carriages on the said Railways, and that no further Charge than is herein-before stated shall be made by the Company for the Use of such Carriages and Engines.

Toll for propelling Power.

XXXV. Provided also, That in case any Person shall employ his own Waggons or Trucks for the Carriage or Conveyance of Goods, Animals, or Minerals on the said Railways (other than for Coals, Coke, Culm, and Cinders conveyed as aforesaid for Places South of *York*), then and in every such Case the Company shall and they are hereby required to make an Abatement or Allowance to such Person from the Tolls herein-before authorized to be received for such Goods, Animals, or Minerals equal in Amount to the Sum which shall for the Time being be allowed by or according to the Railway Clearing-house Regulations to One Company for the Use by another Company of the like Waggons or Trucks belonging to such First Company employed for a similar Purpose.

Allowance to be made where Parties use their own Waggons.

XXXVI. Provided always, That notwithstanding anything in this Act contained, it shall be lawful for the Company to demand, receive, and take any reasonable Sum for the Use of Engines and Carriages for Express, Special, or Extra Trains by or upon the said Railways, and for loading, unloading, collecting, receiving, or delivering, and for providing Covers for Minerals, Goods, Articles, or Animals; provided that the Sum to be charged for Passengers by Express Trains, over and above the maximum Toll *per Mile* authorized to be taken for Passengers by Ordinary Trains, shall not exceed One Penny

Power to charge extra for certain special Services.

Limiting Charge for Passengers by Express Trains.

*per*



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*per* Mile for First-class Passengers, and One Halfpenny *per* Mile for Second-class Passengers.

Tolls for  
small Parcels  
and Articles of  
great Weight.

XXXVII. 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 Company may demand, receive, and take the Tolls following; (that is to say,)

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 but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum they may think fit:

Provided always, that Articles 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:

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 Company may demand and receive any Sum 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.

Regulations as  
to Tolls.

XXXVIII. That the following Provisions and Stipulations shall be applicable to the fixing of all the Tolls herein-before authorized to be demanded and taken; (that is to say,)

For Persons or Articles conveyed on the said Railways for a less Distance than Six Miles the Company may demand the same Tolls as for Six Miles:

For a Fraction of a Mile less than a Mile, or beyond any integral Number of Miles, the Company may demand Tolls on Goods, Articles, and Merchandise 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



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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 a Fraction of a Ton the 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.

XXXIX. That every Passenger travelling upon the said Railways 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.

Passengers  
Luggage.

XL. Provided always, That notwithstanding anything in this Act contained, wherever under or by virtue of any Act relating to the said Companies or any of them the said Companies or any of them are or may be authorized to demand, receive, and take any special or other Rates, Tolls, or Charges for or in respect of the Passage or Conveyance of Passengers, Animals, Minerals, Goods, Articles, Matters, and Things along or across any Bridge, Viaduct, or inclined Plane upon the said Railways, or for the Use of Shipping Places, Staiths, Drops, or Spouts, or for any other special Matters or Things, the Right to demand, receive, take, and recover such Rates, Tolls, and Charges shall remain and be or become vested in the *North-eastern* Railway Company; and in computing any such special or other Rates, Tolls, and Charges, the general or ordinary Rates, Tolls, and Charges by this Act authorized to be demanded and taken shall be substituted for and considered as the ordinary Rates, Tolls, and Charges respectively authorized to be demanded or taken by the several Acts granting such special or other Rates, Tolls, and Charges respectively, and over and above or upon which ordinary Rates, Tolls, and Charges such special or other Rates, Tolls, and Charges are by such Acts respectively authorized to be charged or calculated.

Provision as  
to special  
Rates and  
Tolls.

XLI. Provided also, That notwithstanding anything in this Act contained, it shall be lawful for the Company, by Agreement with the Owner or Person in charge of any Minerals, Goods, Articles, or

Power to make  
special Agree-  
ments with  
Owners.

[Local.]

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Animals,



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Animals, to take and receive, and in such Case to demand and recover, either in respect of the Conveyance thereof by Passenger Trains or by reason of any other special Service performed by the Company in relation thereto, any increased Tolls, Rates, or Charges over and above the Tolls, Rates, and Charges by this Act limited or authorized to be received and taken for or in respect of any such Minerals, Goods, Articles, or Animals.

Provisions of 8 & 9 Vict. c. 20. relating to Passengers and Goods on the Railway extended to this Act.

XLII. That the several Clauses, Powers, and Provisions contained in "The Railways Clauses Consolidation Act, 1845," with respect to the carrying of Passengers and Goods upon the Railway, and the Tolls to be taken thereon, shall extend and apply to all and every Part of the said Railways as fully and effectually to all Intents and Purposes as if the same Clauses, Powers, and Provisions were re-enacted in this Act with reference to such Railways respectively.

Lamps to be placed in all Carriages.

XLIII. That all Carriages conveying Passengers between Sunset and Sunrise shall be lighted by means of a suitable Lamp in each such Carriage.

Power to enter into working Agreements with Malton and Driffeld Junction Railway Company.

XLIV. That it shall be lawful for the Company and the *Malton and Driffeld Junction* Railway Company, herein-after called the *Malton* Company, from Time to Time to make and enter into and carry into effect such Contracts, Agreements, and Arrangements (either temporary or permanent) as shall be deemed expedient with reference to the Use, Working, Management, and Maintenance by the Company of the Undertaking of the *Malton* Company or any Part thereof, and of or for the Traffic in, upon, or over the same, and in reference to the Costs and Expenses of such Use, Working, Management, and Maintenance, and the Division and Apportionment of such Traffic; and also with reference to the Rates, Tolls, and Charges, or other Consideration to be charged, taken, or paid for or in respect of any Passengers, Goods, Merchandise, Articles, Matters, and Things carried or to be carried over or by the Undertaking of the said *Malton* Company (not exceeding the maximum Rates, Tolls, and Charges authorized by the Acts of Parliament relating to such Company); and also with reference to the Collection, taking, levying, Division, and Apportionment between the same Companies of such Rates, Tolls, Charges, and Payments, or of the Rates, Tolls, and Charges to be taken and received in respect of the whole Distance any of such Passengers, Goods, Merchandise, or other Traffic shall have travelled or been taken or carried, and generally to make and enter into such Contracts, Agreements, and Arrangements for or in respect of all such Matters and Things as aforesaid as may be considered necessary or desirable for the mutual Convenience, Advantage, or Accommodation of the same Companies, or either of them,  
and



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and the same Contracts and Arrangements, with the Assent of the said Companies or the Directors thereof for the Time being, from Time to Time to alter and vary as Occasion may require.

XLV. That during the Continuance of any such Contract or Arrangement it shall be lawful for the *Malton* Company to hold their Half-yearly General Meetings at any Time between the Fifteenth Day of *January* and the last Day of *February* and the Fifteenth Day of *July* and the last Day of *August* in each Year.

Time for holding Half-yearly General Meetings of the *Malton* Company during working Agreement.

XLVI. That, subject to the Provisions of this Act and to any Contract or Arrangement which may be made in pursuance thereof, the Company may demand and take for the Traffic upon or over any Part of the Undertaking of the *Malton* Company whereof they shall be entitled to the User and Occupation under any such Contract or Arrangement any Tolls, Rates, and Charges not exceeding the Tolls, Rates, and Charges which by the several Acts relating to such Undertaking the *Malton* Company might demand and take for their Traffic thereon; and the Company shall have and be entitled to the same Remedies for the Recovery and enforcing Payment of such Tolls, Rates, and Charges as they have with respect to the Tolls, Rates, and Charges payable to them for Traffic on or by their other Lines of Railway.

Company may take Tolls on Part of Railway, &c. used by them.

XLVII. Provided always, That no such Contract, Agreement, or Arrangement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls which the Company or the *Malton* Company shall for the Time being be respectively authorized and entitled to demand or receive from any other Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Undertaking of the *Malton* Company upon the same Terms and Conditions and on the Payment of the same Tolls as they would have been in case no such Contract or Agreement had been entered into.

Agreements not to alter Tolls, or to prevent Lines being used by other Companies.

XLVIII. That it shall be lawful for the Company and the *Malton* Company (if they think fit) by any such Contract or Agreement as aforesaid to appoint a Joint Committee or Joint Committees, composed of such Number of Directors of the same Two Companies as they may think fit, and from Time to Time to alter, vary, and renew any such Committee as Occasion may require, and to regulate the Proceedings of such Committee or Committees, and to confer upon and delegate to such Committee or Committees all such Powers as to them the same Companies may seem expedient for carrying into effect the Objects and Purposes of such Contracts, Agreements, or Arrangements,

Power to appoint a Joint Committee.



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Arrangements, or any of such Objects which may be consistent with the Powers possessed by such Companies respectively; and any such Committee so appointed shall and may have and exercise the Powers which may be so for the Time being conferred on them in reference to the Undertaking of the said *Malton* Company and the Traffic thereof, or in which they are interested under any such Contract or Agreement, and the fixing and levying of Tolls in respect thereof, in like Manner as the same might have been exercised by the said *Malton* Company, or by the Company under the Provisions of this Act, or by the Directors of such Companies respectively.

Disputes between the Company and the *Malton* Company how to be settled.

XLIX. That if any Difference or Dispute shall arise between the Company and the *Malton* Company as to the Provisions in this Act contained, or under any Contract, Agreement, or Arrangement entered into by the same Companies under the Powers of this Act, or as to the Terms or Conditions of any such Contract, Agreement, or Arrangement, then and in any such Case every such Difference or Dispute shall and may, from Time to Time, when and as the same shall arise, unless otherwise provided for by any such Contract or Agreement, be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

*Malton* Railway to be united with the Company hereby united.

L. That within Three Months after the passing of this Act the *Malton* Company and its Undertaking shall be united and consolidated with the Company and its Undertaking, and within the same Period an Extraordinary General Meeting of the Shareholders in the *Malton* Company shall be held for the Purpose of considering and determining the Proportions of the Receipts from the Traffic on all the Railways of the said Companies which shall be allotted to the *Malton* Company or its Class of Shareholders in the Company, and if a Majority of Three Fifths of the Votes of the Shareholders present at such Meeting, either personally or by Proxy, shall determine that the Proportions of the Receipts from such Traffic to be allotted to the Shareholders in the *Malton* Company shall be those which have already been agreed upon between the Directors of the respective Companies and embodied in certain Minutes dated the Seventeenth Day of *July* One thousand eight hundred and fifty-four, and signed by the Chairman of the *York, Newcastle, and Berwick* Railway Company and the Deputy Chairman of the *Malton* Company, the *Malton* Company and its Class of Shareholders in the Company shall thenceforth be entitled to receive or be credited in account between them and the Company with those Proportions of the said Receipts; but if the said Majority of such Shareholders shall not agree to accept such Proportions of the said Receipts, the *Malton* Company and its Class of Shareholders in the Company shall be entitled to receive in lieu thereof



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thereof such Proportions of the said Receipts as shall be determined by Arbitration in the Manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration; provided that the *North-eastern Railway Company* shall not be entitled to vote at the said Meeting in respect of the Shares which will after the passing of this Act be held by them in right of the *York and North Midland Railway Company* in the Capital of the *Malton Company*.

LI. That it shall be lawful for the Company and the *Malton Company*, if they shall think fit, to provide by such Contract or Agreement for the Nomination, during such Period as shall be determined upon, of a Director of the Company in addition to the other Directors to be appointed under the Provisions of this Act, and such additional Director shall be elected by the Shareholders of the Company, and shall be selected out of the particular Class of Shareholders who after such Union and Amalgamation shall represent the Persons who previously thereto were Shareholders in the *Malton Company*; and such additional Director shall retire from Office at the First Ordinary Meeting of the Company in every Third Year after his Election, or at the Expiration of the Period so to be agreed upon; and the Shareholders present at such Meeting may, during the Period so to be agreed upon, either re-elect the Person so retiring from Office or may elect another Person to be a Director in his Place, who shall retire from Office as aforesaid.

Power to elect a Director to represent the Malton Shareholders.

LII. That previous to any such Union and Consolidation taking effect, a Notice, stating the Day whereon the same shall take effect shall be published in the "*London Gazette*," and the Delivery to the Publisher of such Gazette of a Notice under the Seals of the *North-eastern Railway Company* and the *Malton and Driffield Junction Railway Company* shall be sufficient Authority for such Publication therein, and such Union and Amalgamation shall take effect upon the Day for such Purpose mentioned in such Notice.

Notice to be published in Gazette previous to Amalgamation taking effect.

LIII. That from and after such Union and Consolidation taking effect the *Malton Company* shall be dissolved, and its Undertaking and all and every or any Lands, Tenements, and Hereditaments, Stations, Houses, Buildings, Staiths, Wharfs, Embankments, Arches, Piers, Bridges, and other Works and Conveniences, Easements, Rights, and Appurtenances, Engines, Machines, Rails, and Effects of whatever Description, and the Benefit of all Contracts, Agreements, and Proceedings in any way relating thereto, of or to which the same Company shall then be seised, possessed, or entitled at Law or in Equity, and all Rights, Interests, Powers, Privileges, Easements, and Authorities whatsoever of the same Company in or over the said Premises, or in

Malton Company to be dissolved upon Amalgamation, and their Undertaking vested in the Company.



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or over any other Railway and Works, or otherwise howsoever, shall belong to and become vested in, and may be used, exercised, and enjoyed by the Company as fully and effectually as the same belonged to, or were vested in, held, and enjoyed by the *Malton* Company, but subject nevertheless to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances respectively then affecting the same, and to the Payment and Performance of the same by the Company.

Chattels and  
Choses in  
Action vested  
in the Com-  
pany.

LIV. That from and immediately after such Union and Consolidation taking effect, all the Moneys, Goods, Chattels, Steam Engines, and other Engines, Carriages, Waggon, Trucks, Machines, Ropes, Live and Dead Stock, Shares, Bonds, Deeds, Securities, Books, Writings, Maps, Plans, and other Personal Estate and Effects of or to which the *Malton* Company shall then be possessed or entitled at Law or in Equity, shall be vested in and belong to the Company for their absolute Benefit; and all Persons who shall then owe any Sum of Money to the *Malton* Company, or any Person on their Behalf, shall pay the same to the Company, together with the Interest (if any) due or to accrue due for the same; and all Debts, Moneys, Charges, Obligations, Guarantees, Incumbrances, and other Liabilities which shall then be due and owing by, charged upon, or recoverable from the *Malton* Company, or for the Payment of which they shall then or but for such Union and Consolidation would have been liable, shall be paid, with all Interest (if any) due and to accrue due thereon, by or be recoverable from the Company; and all Conveyances, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities made or entered into before such Union and Consolidation to, with, or in favour of, or by or for the *Malton* Company or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of or against and with reference to the Company, and may be proceeded on and enforced in the same Manner to all Intents and Purposes as if the Company had been a Party to and executed the same, or had been named or referred to therein instead of the Person, Company, or Party actually named therein respectively; provided that nothing herein contained shall give to the Holder of any such Mortgage, Bond, or other Security any Priority or Security which he would not have been entitled to if this Act had not been passed, nor diminish such Rights as such Holder may possess on such Union and Consolidation taking effect.

Effect of Con-  
veyances, &c.

Officers to  
account.

LV. That all Officers and Persons who on such Union and Consolidation taking effect shall have in their Possession or under their Control any Books, Documents, Papers, Writings, or Effects belonging to the *Malton* Company, or to which such Company would but for such Union and Consolidation have been entitled, shall be liable to  
account



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account for and deliver up the same to the Company or to such Person or Persons as they may appoint to receive the same, in the same Manner and subject to the same Process, Pains, and Penalties for Refusal or Neglect as though such Officers and Persons had been appointed by and become possessed of such Books, Documents, Papers, Writings, or other Effects for the Company under the Provisions of the Acts relating to such Company.

LVI. That every Agreement, Contract, or Bond made, executed, or entered into before such Union and Consolidation taking effect between, by, or on behalf of the *Malton* Company and any Person, by which any Matter in dispute between such Company and such Person as last aforesaid shall have been referred or agreed to be referred to the Arbitrament or Determination of any Arbitrator or Umpire, shall be and remain as good, valid, and effectual in favour of and against and with reference to the Company and such Person as last aforesaid, and may be proceeded on and enforced in favour of or against the Company or such Person as last aforesaid, in the same Manner to all Intents and Purposes as if the Matter in dispute thereby referred was Matter in dispute between the Company and such Person as last aforesaid, and as if the Company had been named or referred to therein and had been Party to and executed or entered into the same instead of the *Malton* Company; and every Award which shall be made under or by virtue of such Agreement, Contract, or Bond shall be made in favour of or against the Company or such Person as last aforesaid, and shall be as binding and effectual to all Intents and Purposes, and may be proceeded upon and enforced in favour of or against the Company or any such Person as last aforesaid, in the same Manner in all respects as it would or might have been with reference to the *Malton* Company or Person by or with whom such Agreement, Contract, or Bond may have been entered into in case such Union and Consolidation had not taken effect.

Awards in Matters already referred to Arbitration protected.

LVII. That all Works, Matters, and Things which under the Provisions of the Acts relating to the *Malton* Company or any of them such Company were and now are bound, required, empowered, or made liable to make, construct, complete, maintain, or do, and all Repairs thereof respectively, and all Regulations and Restrictions which under the Provisions of the same Acts or any of them were imposed upon or required to be performed or observed by the same Company for the Safety, Protection, Accommodation, Convenience, Enjoyment, and Benefit of Persons whose Estates, Properties, or Interests were or might be affected by the making and maintaining of the Railway and Works by the same Acts or any of them authorized to be made and maintained, or for securing the Enjoyment of such Estates, Properties, and Interests as aforesaid, and all such Payments, annual  
and

Works to be executed and Provisions in favour of particular Parties protected and provided for.



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and in gross, as under the Provisions of the same Acts or any of them were required to be made by such last-mentioned Company, or such and so many of the aforesaid Works, Matters, and Things, Regulations, Restrictions, and Payments as the same Company would in case they had not been dissolved have been bound or liable to construct, complete, maintain, make, do, execute, observe, perform, or pay, shall and may from and after the Dissolution of such Company be constructed, maintained, made, done, executed, observed, performed, kept, and paid by the Company as fully to all Intents and Purposes as, but not further or otherwise than, the same were by the said Acts and now are required or empowered to be made, done, and executed, maintained, observed, performed, kept, and paid by the *Malton* Company, and as if the Company had been originally authorized or required so to do instead of the *Malton* Company, and as if the Name of the *North-eastern* Railway Company had been inserted in the several Powers and Provisions in the said last-mentioned Acts contained in reference thereto respectively instead of the Name of the *Malton* Company.

Contracts to  
be completed.

LVIII. That in all Cases in which the *Malton* Company, under the Powers or Provisions of their Acts, or any of them, have entered into any Contract for the Purchase of or taken or used any Land which on such Union and Consolidation taking effect shall not be effectually conveyed to the *Malton* Company, or the Purchase Money in respect of which shall not have been duly paid by such Company, then and in every such Case such Contract, where the same is now in force, shall after such Union and Amalgamation be completed by and such Lands shall be conveyed to the Company or as that Company shall direct, and such Purchase Money shall be paid and applied pursuant to the Acts relating to the *Malton* Company; and all the Clauses, Provisions, Powers, and Authorities contained in such Acts or any of them in relation to the Completion of such Contract, and the Purchase and Conveyance of such Land, and the Payment and Application of the Purchase Money in respect thereof, shall be construed and taken as if the Company were named in such Act and Contract respectively instead of the *Malton* Company.

Application of  
Money payable  
under the  
*Malton* Com-  
pany's Acts.

LIX. That in all Cases in which under any Act relating to the *Malton* Company any Sum of Money has already been paid by such Company, or shall hereafter be paid by the Company into the Bank of *England*, or to any Trustee or Trustees on account of the Purchase of any Land or any Interest therein, or for any Compensation or Satisfaction, or on any other Account, such Sum, or the Stocks, Funds, or Securities in or upon which the same has been or shall be invested by Order of the Court of Chancery, or otherwise howsoever, and the Interest, Dividends, and annual Produce thereof, shall, after  
such



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such Union and Amalgamation of the *Malton* Company with the Company, be applied and disposed of pursuant to the same Act; and all the Clauses, Provisions, Powers, and Authorities contained in such Act in relation to such Monies, Stocks, Funds, and Securities, and the Dividends and annual Produce thereof, shall be construed and taken as if the Company were named in such Act instead of the *Malton* Company.

LX. That no Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the *Malton* Company previously to such Union and Consolidation taking effect shall abate or be discontinued or prejudicially affected by the Dissolution of the *Malton* Company, but on the contrary the same shall, after and notwithstanding such Union and Amalgamation, continue and take effect both in favour of and against the Company in the same Manner in all respects as the same would have continued and taken effect in relation to the *Malton* Company if such Union and Consolidation had not taken effect, and the *Malton* Company had not been dissolved; and all Penalties incurred and all Offences which may have been committed before such Amalgamation taking effect against the Provisions of the Acts relating to the said last-mentioned Company, or any of them, may after and notwithstanding such Union and Amalgamation be sued for and prosecuted in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if such Amalgamation had not taken effect, the Company being in reference to the Matters aforesaid in all respects substituted in the Place of the *Malton* Company.

Actions, &c.  
not to abate.

LXI. That notwithstanding the Dissolution of the *Malton* Company everything before such Dissolution done and suffered respectively under the Acts relating to the *Malton* Company shall be as valid as if this Act were not passed, and the Dissolution of the *Malton* Company and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Dissolution had not happened and this Act were not passed would be incident to or consequent on any and every thing so done and suffered respectively; and with respect to all such Things so done and suffered respectively, and all such Rights, Liabilities, Claims, and Demands, the *North-eastern* Railway Company shall to all Intents and Purposes represent the *Malton* Company hereby dissolved: Provided always, that the Generality of this Enactment shall not be confined or restricted by any special Provisions in this Act contained.

Present and  
future Liabilities  
of *Malton*  
and *Driffeld*  
*Railway* Com-  
pany saved.

LXII. That from and after such Union and Consolidation taking effect, all the Powers, Authorities, Rights, Privileges, Provisions,  
[Local.] 39 Y Directions,

Powers in *Mal-*  
*ton* and *Drif-*  
*field* Junction  
*Railway* Acts



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to be exercised  
by amalga-  
mated Com-  
pany.

Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the Acts relating to the *Malton* Company, or any of them, shall with reference to such Works, Matters, and Things as have been or might have been made or done thereunder by such Company in relation to their said Undertaking or otherwise if such Union and Consolidation had not taken effect, and save only so far as the same or any of them are by this Act repealed or altered, and subject to the Provisions in this Act contained, be executed, done, performed, and observed by and be applied and applicable to the Company, their Directors, Officers, Agents, and Servants, in every respect and as fully and effectually to all Intents and Purposes as if the Name of the *North-eastern* Railway Company had in every Case been written and inserted in the said Acts respectively instead of the Name of the *Malton* Company.

Capital of  
*Malton* Com-  
pany to be  
converted into  
Capital of the  
Company.

LXIII. That so soon as may be after such Union and Consolidation taking effect the Capital of the *Malton* Company shall be converted into Capital of the Company upon such Terms as may have been fixed by any such Agreement as aforesaid, and the Company shall thereupon create such a Number of new Shares in their Undertaking as will admit of the same being allotted and appropriated amongst the several and respective Persons who, on such Union and Consolidation taking effect, shall be registered as Proprietors of Shares in the *Malton* Company, their Executors, Administrators, or Assigns, rateably and in proportion according to the Number and Class of such last-mentioned Shares then held by them; and the Company shall allot and appropriate such new Shares accordingly: Provided always, that the aggregate Amount of the Capital of the Company and the *Malton* Company on such Union and Consolidation taking effect shall not be increased by means of such Union and Consolidation.

Certificates for  
Shares to be  
called in and  
others issued.

LXIV. That upon or immediately after such Union and Consolidation taking effect, the Certificates for Shares in the *Malton* Company shall be called in for the Purpose of being cancelled, and Notice thereof shall be given to each of the Persons who at the Period aforesaid shall be registered as Proprietors of such respective Shares in the Register Book of Shares of the *Malton* Company, by Circular, signed by the Secretary of the Company, and sent by Post, addressed to each of such Proprietors, according to his last Address as entered in the said Book; and on the Delivery up by the Proprietors of any of such Shares of the Certificates for the same, or on Proof by any of such Proprietors to the Satisfaction of the Directors of the Company that any such Certificate has been worn out, lost, or destroyed, the said Directors shall cause One or more Certificates, as the Case may require, of the Proprietorship of Shares in the Company to be delivered



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delivered to such Proprietor, his Executors, Administrators, or Assigns, according to the Amount or Number of such last-mentioned Shares respectively to which each such Proprietor, his Executors, Administrators, or Assigns, shall be entitled on such Allotment and Division thereof respectively as aforesaid.

LXV. That every new Share to be issued by the Company as aforesaid shall vest in the Person or Corporation to whom the same shall be allotted and appropriated, his, her, or their Executors, Administrators, Successors, or Assigns, and every such Person or Corporation shall stand and be possessed of the Share or Shares so allotted to him, her, or them, upon the same Trusts and for the same Purposes, and with, under, and subject to the same Powers and Provisions respectively (subject nevertheless to the Provisions of this Act) as the Share or Shares in the *Malton* Company in lieu whereof the said new Share or Shares shall be allotted and appropriated as aforesaid were or was on such Union and Consolidation taking effect held upon or subject or liable to, and so as to give effect to and not to revoke, alter, or invalidate any Will, Contract, Settlement, Trust, Charge, Agreement, or other Disposition affecting the same made previously to the Period aforesaid.

New Shares to be subject to the same Trusts as the original Shares.

LXVI. That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares in the *Malton* Company or the Certificates for the same respectively may be subject; and the Receipt of the Party in whose Name any such Share shall stand in the Books of the *Malton* Company, or if standing in the Names of more Parties than One then the Receipt of any One of such Parties, shall from Time to Time be a sufficient Discharge to the Company for any Certificate or Certificates to which such Party or Parties may be respectively entitled under the Provisions of this Act, notwithstanding any Trusts to which the Share or Shares held by such Party or Parties in the *Malton* Company and in right of which such Certificate or Certificates shall be granted may be subject, and whether or not the Company have had Notice of such Trusts.

Amalgamated Company not bound to see to the Execution of Trusts.

LXVII. That the Holders of all Shares which may be issued by virtue of this Act in lieu of Shares in the *Malton* Company shall be entitled as amongst themselves to the same Rights, Preferences, and Priorities in respect of such Shares as they had or were entitled to amongst themselves in respect of the Shares held by them respectively in the *Malton* Company prior to such Union and Amalgamation.

Saving Rights of Preference Shareholders.

LXVIII. And whereas a Suit in Chancery is now pending wherein the *Hull and Selby* Railway Company are Plaintiffs and the *York and North Midland* Railway Company and the *Lancashire and Yorkshire*

Provision with respect to Lease of the Hull and Selby Railway.



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*shire* Railway Company are Defendants, the Object of which Suit, as stated by the said Plaintiffs, is to enforce the specific Performance of the Agreement and Covenants contained in a certain Indenture bearing Date the Thirtieth Day of *June* One thousand eight hundred and forty-five, made and executed between and by the *Hull and Selby* Railway Company, of the One Part and the *York and North Midland* Railway Company of the other Part, with reference to the Acceptance by the last-mentioned Company solely, or by the last-mentioned Company jointly with the *Lancashire and Yorkshire* Railway Company, of a Lease of the Undertaking of the *Hull and Selby* Railway Company and other their Property and Effects mentioned in the said Indenture, which Lease has not hitherto been executed: And whereas it is alleged by the *York and North Midland* Railway Company that the *Lancashire and Yorkshire* Railway Company are liable to join with them in the Acceptance of such Lease, but such Liability is denied by the *Lancashire and Yorkshire* Railway Company: Be it enacted, That if by the Decree in the said Suit the *Lancashire and Yorkshire* Railway Company shall be held not to be liable to accept a Lease of the Undertaking of the *Hull and Selby* Railway Company, and other their Property and Effects mentioned in the said Indenture, jointly with the *York and North Midland* Railway Company or the *North-eastern* Railway Company, on the Terms, Conditions, and Agreements and subject to the Rents expressed in that Indenture, then and in such Case the *North-eastern* Railway Company shall and they are hereby required, within Three Months after such Decree shall have been passed and entered, to accept such Lease to themselves solely and duly to execute under their Common Seal and deliver to the *Hull and Selby* Railway Company a Counterpart of such Lease; and further, that until the Execution by the said *North-eastern* Railway Company of such Lease, either solely or jointly with the *Lancashire and Yorkshire* Railway Company, the *North-eastern* Railway Company shall, as between them and the *Hull and Selby* Railway Company (but subject nevertheless to the Order and Direction of the Court in which such Suit may be pending), observe and perform all the Covenants and Conditions of the said Indenture which the *York and North Midland* Railway Company were thereby made liable to observe and perform before the Acceptance and Execution by them of a Lease of the said Undertaking: Provided nevertheless, that the passing of this Act or the Acceptance of such Lease by the *North-eastern* Railway Company solely shall not in any Manner directly or indirectly prejudice or affect the Right of the *North-eastern* Railway Company to take any Proceeding in due Course of Law, either in the Suit aforesaid or in any other Suit or Action, with the Object of ascertaining or enforcing the Liability of the *Lancashire and Yorkshire* Railway Company to become Joint Lessees with them of the Undertaking of the *Hull and Selby* Railway Company, and other their Property and Effects mentioned



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mentioned in the said Indenture; and in the event of its being ultimately decreed that the *Lancashire and Yorkshire* Railway Company are so liable, then upon the Request of the *North-eastern* Railway Company, and upon Tender of a Counterpart of a new Lease under the Common Seals of the *North-eastern* Railway Company and the *Lancashire and Yorkshire* Railway Company, the *Hull and Selby* Railway Company shall accept a Surrender of the Lease so accepted by the *North-eastern* Railway Company solely, and shall grant under their Common Seal a new Lease of their said Undertaking and Effects to the *North-eastern* Railway Company and the *Lancashire and Yorkshire* Railway Company jointly, in the Terms of the said Contract or otherwise, according to such ultimate Decree: Provided also, that notwithstanding anything in this Act contained, the mutual Rights and Liabilities of the *North-eastern* Railway Company and the *Lancashire and Yorkshire* Railway Company as between one another shall remain unaffected.

LXIX. That nothing in this Act contained shall extend or be deemed or construed to extend in any way to defeat or take away, or prejudicially alter, vary, or affect any Rights, Powers, or Privileges of, or any Contracts, Covenants, Claims, or Demands enforceable by the *Hull and Selby* Railway Company, but all such Rights, Powers, and Privileges shall be exerciseable, and all such Contracts, Covenants, Claims, and Demands enforceable, by that Company as fully and effectually as they respectively might or could have been if this Act had not been passed.

Act not to affect Rights, &c. of Hull and Selby Railway Company.

LXX. That if at any Time after the passing of this Act it shall appear to the Lords Commissioners of Her Majesty's Treasury or the Officers of the Government Department charged for the Time being with the Supervision of Railways to be necessary for the Interests of the Public, it shall be lawful for the said Lords Commissioners or other Government Officers to require the Company to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the Lords Commissioners or other Officers specified; and upon the Failure or Inability of the Company to comply with the Requisitions of the said Lords Commissioners or other Officers in the Particulars aforesaid within the Period of Six Months from the Date of such Requisition, it shall be lawful for the said Lords Commissioners or other Officers to serve the Company with Notice to introduce into Parliament in the then existing Session if Parliament should be then sitting, and if not, in the then next ensuing Session, a Bill or Bills for amending this Act in such Particulars as aforesaid, and thereupon the 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

Treasury, &c. may require Inconveniences and Evils to be remedied.

[Local.]

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said



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Nothing to  
affect Pro-  
visions of  
17 & 18 Vict.  
c. 31.

said Lords Commissioners or other Officers to introduce or prosecute (as the Case may be) such Bill at the Expense of the Company: Provided always, that nothing herein contained shall be held in any way to alter or affect the Provisions of an Act passed in the present Session of Parliament, intituled "The Railway and Canal Traffic Act, 1854," but the said Act shall apply to the said *North-eastern Railway Company* in all respects whatsoever in addition to and wherever necessary or applicable in furtherance of the last-mentioned Provisions, and without Prejudice to the same.

Interest not to  
be paid on  
Calls paid up.

LXXI. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this or the said recited Acts authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the 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.

Deposit for fu-  
ture Bills not  
to be paid out  
of the Com-  
pany's Capital.

LXXII. That it shall not be lawful for the Company, out of any Money by this or the said recited Acts authorized to be raised for the Purposes of such 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 any Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Railways to be  
subject to the  
Provisions of  
1 & 2 Vict.  
c. 98.,  
3 & 4 Vict.  
c. 97.,  
5 & 6 Vict.  
c. 55.,  
7 & 8 Vict.  
c. 85.,  
9 & 10 Vict.  
c. 57., and  
14 & 15 Vict.  
c. 64.

LXXIII. 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 Railways*; 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 Tenth Year of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed



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passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*; nothing in this Act contained shall be held to exempt the said Railways or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Company so far as the same shall be applicable thereto.

LXXIV. That nothing herein contained shall be deemed or construed to exempt the said Railways from the Provisions of any General Act relating to the recited 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Acts, or the Rates for small Parcels.

Railways not exempt from Provisions of future General Acts.

LXXV. That the Costs, Charges, and Expenses of obtaining and passing this Act, and incidental thereto, shall be paid by the Company.

Expenses of Act.

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