



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## Cap. cxvi.

An Act to enable the *North Yorkshire and Cleveland* Railway Company to make a Branch from their Railway to the *Middlesbrough and Guisbrough* Railway, and also a Branch to *Whorlton*, and other Works ; and to alter and amend the Act relating to the said Company ; and for other Purposes. [2d July 1855.]

WHEREAS by "The *North Yorkshire and Cleveland* Railway Act, 1854," several Persons became and were incorporated by the Name of "The *North Yorkshire and Cleveland* Railway Company," and were empowered to make and maintain a Railway from near the *Picton* Station on the *Leeds Northern* (now *North-eastern*) Railway to near the *Grosmont* Station on the *Whitby and Pickering* Branch of the *York and North Midland* Railway, now also Part of the *North-eastern* Railway: And whereas it would be of public and local Advantage if a Branch Railway were made from the *North Yorkshire and Cleveland* Railway in the Parish of *Ingleby Greenhow* to the *Middlesbrough and Guisbrough* Railway in the Township of *Morton* and Parish of *Ormesby*, and also if another Branch Railway were made from the *North Yorkshire and Cleveland* Railway

17 & 18 Vict.  
c. cli.

[Local.]

19 O

Railway



*The North Yorkshire and Cleveland Railway Act, 1855.*

Railway in the Township of *Potto* to the Township of *Whorlton*, and if other Works were executed in connexion with such Branches; and the said *North Yorkshire and Cleveland Railway Company* are willing to execute the said Branch Railways and other Works: And whereas it is also expedient that the Company should be empowered to raise a further Sum of Money, and that some of the Powers and Provisions of the said recited Act should be repealed, altered, and amended, and that further Powers should be granted to the said Company; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, in manner following; (that is to say,)

8 & 9 Vict.  
cc. 18. & 20.  
incorporated.

I. That the "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," so far as the same are not altered or otherwise provided for by this Act, shall apply to the Railways and Works by this Act authorized to be made, and shall be incorporated with this Act.

Power to  
make Rail-  
ways  
according to  
deposited  
Plans.

II. And whereas Plans and Sections describing the Lines and Levels of the Railways and Works hereby authorized to be made, together with a Book of Reference to the said Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the same respectively are intended to pass or be made, have been deposited with the Clerk of the Peace for the North Riding of the County of *York*: Be it enacted, That, subject to the Provisions in this Act, and "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the *North Yorkshire and Cleveland Railway Company* to make and maintain the Railways herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Lines and according to the Levels shown upon the said Plans and Sections, and upon the Lands delineated on the said Plans and described in the said Book of Reference, and to enter upon, purchase, take, and use such of the said Lands as shall be necessary for such Purpose.

Line of  
Railway.

III. That the Lines of Railway to be made under the Authority of this Act shall be the following; (that is to say,)

First, a Branch Railway from the *North Yorkshire and Cleveland Railway* to the *Middlesbrough and Guisbrough Railway*, commencing at or near a public Road leading from *Battersby* to *Kildale*, and numbered 31 in the Township of *Battersby* and Parish of *Ingleby Greenhow* upon the now deposited Plans of the



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the *North Yorkshire and Cleveland Railway* at the Clerk of the Peace's Office for the North Riding of *Yorkshire* at *Northallerton*, and passing into the following Parishes and Townships, (that is to say,) *Ingleby Greenhow, Battersby, Stokesley, Easby, Ayton, Great Ayton, Little Ayton, Newton, Nunthorpe, Ormsby* and *Morton*, and terminating by a Junction with the *Middlesbrough and Guisbrough Railway* at or near to an Occupation Road across the said Railway leading from *Morton Grange* to the Fields, being on the East Side of the Field numbered 56 in the Township of *Morton* and the Parish of *Ormesby* upon the now deposited Plans of the said *Middlesbrough and Guisbrough Railway* at the Clerk of the Peace's Office for the North Riding of *Yorkshire* at *Northallerton*, all in the North Riding of the County of *York*:

Second, a Junction Line or Spur commencing upon the last-mentioned proposed Branch Railway at the Point marked A upon the Plans of such proposed Branch deposited as hereinbefore mentioned in the Township of *Battersby* in the Parish of *Ingleby Greenhow*, and terminating upon the *North Yorkshire and Cleveland Railway* in a certain Field numbered 25 upon the Plans of the said *North Yorkshire and Cleveland Railway* deposited at the Office of the Clerk of the Peace for the North Riding of *Yorkshire* at *Northallerton* within the said Township of *Battersby* and Parish of *Ingleby Greenhow*, and marked B upon the Plans so deposited as aforesaid, which said Junction Line or Spur will be wholly situate within the Township of *Battersby* and Parish of *Ingleby Greenhow* aforesaid, all in the said North Riding of the County of *York*:

Third, a Junction Line or Spur commencing upon the first-mentioned proposed Branch Railway at a Point marked C upon the said last-mentioned Plans in the Township of *Morton* and Parish of *Ormesby*, and terminating upon the *Middlesbrough and Guisbrough Railway* at or near to a certain Field numbered 67 in the Township of *Morton* and Parish of *Ormesby* upon the Plans of the said Railway now deposited with the Clerk of the Peace for the said North Riding of *Yorkshire* at his Office in *Northallerton*, and marked D upon the Plans of the said Branch deposited as aforesaid, which said Junction Line or Spur will be wholly situate in the said Township of *Morton* and Parish of *Ormesby* in the North Riding of *Yorkshire* aforesaid:

Fourth, a Railway commencing upon the *North Yorkshire and Cleveland Railway* at or near to a certain Field numbered 6 in the Township of *Potto* and Parish of *Whorlton* upon the Plans of the said *North Yorkshire and Cleveland Railway* now deposited at the Office of the Clerk of the Peace for the North Riding of *Yorkshire* at *Northallerton*, and terminating in a certain Field

belonging

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belonging to the Marquis of *Aylesbury*, adjoining the Road leading from *Whorlton* to *Scugdale*, and in the Occupation of *John Nelson*, in the Township of *Whorlton* and Parish of *Whorlton*, and passing through the several Parishes, Townships, or Places of *Whorlton*, *Potto*, and *Swainby*, or some or One of them, all in the said North Riding of the County of *York*.

Land for  
extraordi-  
nary Pur-  
poses.

IV. That the prescribed Quantity of Land which the Company may purchase for extraordinary Purposes connected with the Railway and Works, under "The Railways Clauses Consolidation Act, 1845," shall not exceed Twenty Acres.

Period for  
Completion  
of Works.

V. That the Railways and Works by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act or the Acts incorporated herewith granted to the Company for executing the same Railways and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of such Railway and Works as shall then have been completed, and except such Powers as are by the same Acts or any of them declared to be continued for a longer Period.

Money  
deposited  
under  
9 & 10 Vict.  
c. 20. not to  
be repaid,  
unless within  
a limited  
Time, &c.

VI. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter 20, a Sum of Three thousand Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said last-recited Act, the said Sum of Three thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company hereby incorporated shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and



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and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Three thousand Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitors to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Three thousand Pounds if the said Company shall not within the Time limited for the Completion of the said Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

VII. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on a Level, it shall be lawful for the Company in the Construction

[Local.]

19 P

tion

Power to cross a certain Highway on the Level,



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and to alter  
the Rate of  
Inclination  
of One Road.

tion of the first-described Branch Railway by this Act authorized to be made, to carry the same across and on the Level of the public Highway numbered 23 in the Township of *Little Ayton* in the Parish of *Ayton* on the Plans of the said Railway deposited as herein-before mentioned; and that at or near the Point at which the first-named intended Branch Railway is intended to cross the Highway numbered 20 in the Parish of *Ingleby Greenhow* and Township of *Battersby* on the said deposited Plans of the said Branch Railway the Rate of Inclination of such Highway may be altered so that the same when altered shall not exceed One in Thirteen and a Half.

Company to  
erect a  
Station or  
Lodge at  
Point of  
crossing,  
and to abide  
by Rules,  
&c. of Board  
of Trade.

VIII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the said Railway crosses the before-mentioned Road on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been imposed.

Board of  
Trade may  
require a  
Bridge to be  
erected in  
lieu of level  
Crossing.

IX. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the said first-described Branch Railway by this Act authorized to be made shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Tolls of  
"The North  
Yorkshire  
and Cleve-  
land Railway  
Act, 1854,"  
to be taken.

X. That from and after the passing of this Act it shall be lawful for the *North Yorkshire and Cleveland* Railway Company, and they are hereby authorized and empowered, (subject nevertheless to the Provisions in this Act, and in "*The North Yorkshire and Cleveland* Railway Act, 1854," contained,) to demand, receive, and take, for and in respect of Passengers, and of the several Articles, Matters, and Things, and of all Descriptions of Animals, conveyed on the Railways by



*The North Yorkshire and Cleveland Railway Act, 1855.*

by this Act authorized to be made, and also for the Use of Carriages and Locomotive Engines or other Power, supplied by the *North Yorkshire and Cleveland* Railway Company thereon, such and the like Rates, Tolls, or other Charges, as by "*The North Yorkshire and Cleveland* Railway Act, 1854," are authorized to be demanded and received for the like Passengers, Animals, Articles, Matters, and Things conveyed on the Railway thereby authorized to be made or constructed, and for the Use of the like Carriages and Locomotive Engines or other Power, as well for Ordinary as for Special Trains supplied by the same Company on the same Railways: Provided always, that in fixing the Rates, Tolls, and Charges to be taken or charged on the Railways by this Act authorized the same shall be calculated and imposed as if the said intended Railways formed Part of the existing Line of Railway of the said Company, and not as distinct and separate Railways.

XI. And whereas the estimated Expense of making the said Railways and Works amounts to the Sum of Forty thousand Pounds: Be it enacted, That it shall be lawful for the *North Yorkshire and Cleveland* Railway Company to raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to their Undertaking, or in part by each of those Means, the Sum of Forty thousand Pounds, in addition to the Sums of Money they are authorized to raise by their said recited Act, or may be authorized to raise by any Act to be passed during the present Session of Parliament; and all and every Part of the said Sum of Forty thousand Pounds to be raised by virtue of this Act shall be applied to the Purposes of the Railways and Works by this Act authorized, and to no other Purposes whatsoever.

Power  
to raise  
additional  
Capital.

XII. That the Capital of Forty thousand Pounds so to be raised shall be divided into new Shares or Stock, as the said Company shall think fit, and such new Shares or Stock shall be of such nominal Value, and shall be distributed in such Manner, and subject to the Provisions of this Act, upon such Terms as any General Meeting of the Company shall hereafter direct, and shall be considered as Part of the general Capital of the Company; and all the Clauses and Provisions of "*The Companies Clauses Consolidation Act, 1854*," which are incorporated with this Act, shall, so far as the same are applicable, apply to such new Capital and new Shares, and the respective Proprietors thereof for the Time being, in the same Manner in all respects as if the same were, within the Meaning of the same Clauses and Provisions, original Capital and original Shares, except as to the Amount and Time of making and Payment of Calls, which (subject as herein-after mentioned) the Directors of the Company shall fix from Time to Time as they shall think proper.

Additional  
Capital to  
be divided  
into new  
Shares or  
Stock.

XIII. That



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Certain  
Provisions of  
8 & 9 Vict.  
c. 16.  
extended to  
this Act.

XIII. That all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, that is to say,

With respect to the Construction of the Act and of other Acts to be incorporated therewith,

With respect to the Distribution of the Capital of the Company into Shares,

With respect to the Transfer or Transmission of Shares,

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls,

With respect to the Forfeiture of Shares for Nonpayment of Calls,

With respect to the Consolidation of Shares into Stock,

With respect to the giving of Notices,

Shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act, and be applicable to the Company and the Shareholders thereof, and to their Capital authorized by this Act, and to the several Matters and Things relating thereto respectively, provided for by such Clauses and Provisions respectively.

Rights of  
new Share-  
holders to  
be in propor-  
tion to the  
Value of new  
Shares.

XIV. That, subject to the Provisions of this Act, and to the Terms of Issue of any new Shares to be created thereunder for raising the said Sum of Forty thousand Pounds or any Part thereof, every Person who shall become entitled to any such new Share shall in respect thereof be a Shareholder in the Undertaking, and shall be entitled to Dividends rateably with the Proprietors of the original Capital or Stock of the Company in the Proportion which the Amount paid up on such new Shares shall bear to the aggregate Amount for the Time being of the general Stock of the Company, and such new Shares shall confer on the respective Holders or Proprietors thereof Rights of Voting and Qualifications in proportion to the aggregate nominal Value of such Shares, and not in proportion to the Number thereof; and for such Purposes every entire Sum of Ten Pounds of such nominal Value shall be equivalent to One Share of Ten Pounds in the original Capital of the Company; and no Shareholder shall vote in respect of any Number of such new Shares which shall constitute a less Interest in the Capital of the Company than Ten Pounds.

Calls.

XV. That Twenty Pounds *per Centum* on the nominal Amount of a Share shall be the greatest Amount of any One Call which the Company may make on the Holders of Shares created in respect of the Sum of Forty thousand Pounds by this Act authorized to be raised, and Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the nominal Amount of a Share



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Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon each Share.

XVI. That it shall not be lawful for the Company, out of any Money by this Act 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 Act 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.

Interest not to be paid on Calls paid up.

XVII. That it shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purpose of such Act, 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.

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

XVIII. That it shall be lawful for the Company, if they shall think fit, from Time to Time to establish and lay down and to maintain, or to contract with any Company or Person for laying down and maintaining, along the Lines of Railway by this Act authorized, One or more Line or Lines of Telegraph.

Power to lay down Electric Telegraph.

XIX. That it shall not be lawful for the Company hereby incorporated, or for any other Person, in the Execution of this Act, in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *Middlesbrough and Guisbrough* Railway Company, or in any Manner to alter, vary, or interfere with the Lines of Railway belonging to the said Company, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming Junctions with the Rails of the said *Middlesbrough and Guisbrough* Railway as shown on the said Plans, or as may be otherwise mutually agreed upon between and by the said Two Companies, under the Provisions in this Act contained.

Company not to interfere with the Middlesbrough and Guisbrough Railway or Works.

XX. That all Communications between the Railways hereby authorized to be made and the Railway of the *Middlesbrough and Guisbrough* Railway Company, and all such Openings in the Ledges or Flanches of the said last-mentioned Railways or either of them as

Communications with the Middlesbrough and Guisbrough Railway to be made

[Local.]

19 Q

may



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under the  
Direction of  
their En-  
gineer.

may be necessary or convenient for effecting such Communication, shall be made and effected at the Expense of the *North Yorkshire and Cleveland* Railway Company, and according to a Plan to be approved of by the Engineer for the Time being of the *Middlesbrough and Guisbrough* Railway Company, previously to the Commencement of the Works connected with such Junction, or in case of Difference between him and the Engineer for the Time being of the *North Yorkshire and Cleveland* Railway Company, then according to such Plan as shall be approved by the Railway Department of the Board of Trade, or any Engineer to be appointed by them to determine the same.

Company to  
be at the  
Expense of  
maintaining  
and watch-  
ing the  
Points.

XXI. That the Company shall from Time to Time and at all Times hereafter maintain and keep in good and proper Order and Condition the Switches or Points at the Places of Communication between the Railways hereby authorized to be made and the Railway of the *Middlesbrough and Guisbrough* Railway Company, and shall, at their sole Expense, hire and employ proper and sufficient Persons to watch and regulate the same; or such Switches or Points and Persons shall, at the Option of the said *Middlesbrough and Guisbrough* Railway Company, be in the first instance so maintained, kept, and employed by them the same last-mentioned Company, in which Case the *North Yorkshire and Cleveland* Railway Company shall, on Demand, from Time to Time repay to the *Middlesbrough and Guisbrough* Railway Company the Costs and Expenses thereby incurred by them.

Reasonable  
Facilities to  
be afforded  
for the for-  
warding and  
Transmission  
of Middles-  
brough and  
Guisbrough  
Traffic.

XXII. And whereas the first, second, and third described Branch Railways are intended to serve a District of Country through which the said *Middlesbrough and Guisbrough* Railway Company had also projected a Branch Railway, and for which a Bill promoted by them was deposited in Parliament, with a view to its Prosecution in the present Session: And whereas the Object of each Company being to serve the same District, both Lines of Railway were not required, and, from the Way in which they were laid out, both could not be made: The said Companies, therefore, referred it to an Arbitrator to determine which Company's Branch would best serve the District, and what Provisions should be inserted by way of Clauses in the preferred Bill, with respect to the fair and equitable forwarding, Interchange, and Transmission of Traffic upon or over the preferred Branch of the Traffic which may be brought thereto or taken therefrom by the Company whose proposed Branch should be reported against, and for fixing the Tolls, Rates, or Charges to be taken by the Company whose Branch should be preferred in respect of such Traffic; and the said Companies agreed that the Bill for the Branch reported against should be withdrawn: And whereas the Arbitrator to whom the said Questions were referred has determined in favour of the Branches authorized by this Act



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Act (herein-after referred to as "the said Branch Railway"), and decided that the forwarding, Interchange, and Transmission of Traffic passing from the Line of one Company on to the Line of the other Company, and the Tolls to be charged in respect of such Traffic, should be subject to the Provisions and Regulations herein-after provided: Be it therefore enacted, That in order, as far as practicable, to facilitate the Transmission of Traffic from or to the said Branch Railway to or from the *Middlesbrough and Guisbrough* Railway, without undue Interruption, Impediment, or Delay, the said *North Yorkshire and Cleveland* Railway Company shall and they are hereby required to afford all such reasonable Facilities and Accommodation at the said Branch Railway, and at the Point of Junction with the *Middlesbrough and Guisbrough* Railway, and to perform all such Services in the due and punctual Transmission of such Traffic upon and over the said Branch, as shall, as far as may be, effectually secure the Objects aforesaid.

XXIII. That all the Rates and Tolls to be charged by the *North Yorkshire and Cleveland* Railway Company in respect of Traffic passing over the said Branch Railway to or from the said *Middlesbrough and Guisbrough* Railway shall be fair and reasonable, and such as they shall for the Time being charge under similar Circumstances for the like Traffic on any other Part of their Railway; and such Rates and Tolls shall in every respect be so regulated as not by any Preference or Partiality to interfere prejudicially with the Passage of such Traffic to or from the *Middlesbrough and Guisbrough* Railway.

Reasonable  
Tolls to be  
charged in  
respect of  
Middles-  
brough and  
Guisbrough  
Traffic.

XXIV. That all Differences which may arise between the said *North Yorkshire and Cleveland* Railway Company and the said *Middlesbrough and Guisbrough* Railway Company, with reference to the Nature and Extent of the Facilities and Accommodation to be afforded, the Services to be performed, and the Arrangements to be made by the said *North Yorkshire and Cleveland* Railway Company as aforesaid, or with reference to the Amount of the Tolls, Charges, or other Consideration to be levied by the said *North Yorkshire and Cleveland* Railway Company as aforesaid, in respect of the Transmission of the Traffic herein-before mentioned, or with reference to any Matters of Detail connected therewith, shall from Time to Time be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and by the "Common Law Procedure Act, 1854."

Differences  
as to Traffic  
or Tolls to  
be referred to  
Arbitration.

XXV. And whereas it has been agreed between the Company and the *North-eastern* Railway Company and the *Stockton and Darlington*

Section 36.  
of recited  
Act to



*The North Yorkshire and Cleveland Railway Act, 1855.*

extend to  
Traffic to  
and from  
the South  
Stockton  
Station.

*Darlington* Railway Company that the Provisions of the Thirty-sixth Section of the said first-recited Act shall be extended to and include all Passengers, Animals, Goods, or other Traffic conveyed to or from the Point on the Plans of the *North Yorkshire and Cleveland* Railway marked "Eight Miles Two Furlongs" from or to the Station of the *Stockton and Darlington* Railway in *South Stockton*, herein referred to as the "*South Stockton* Station:" Be it therefore enacted, That it shall not be lawful for the *Stockton and Darlington* Railway Company or for the *North Yorkshire and Cleveland* Railway Company to charge, for the Conveyance of Passengers, Animals, Goods, or other Traffic to or from the said Point marked "Eight Miles and Two Furlongs" from or to the *South Stockton* Station on the *Stockton and Darlington* Railway, whether such Passengers, Animals, Goods, or other Traffic are destined for such Station or for any Place beyond that Station, any Tolls exceeding the Tolls by the said recited Act authorized to be charged for a Distance of Twelve Miles, including the Tolls to be paid to the *North-eastern* Railway Company for the Passage of such Passengers, Animals, Goods, or other Traffic over the Portion of their Line of Railway between the Point of Junction of the Railway authorized by the said recited Act with the *North-eastern* (late *Leeds Northern*) Railway at *Picton* and and *Preston* Junction, and also including the Tolls to be paid to the *Stockton and Darlington* Railway Company for the Passage of such Passengers, Animals, Goods, or other Traffic over the Portion of their Line of Railway between *Preston* Junction and the said *South Stockton* Station: Provided always, that in respect of Coals, Coke, Culm, Charcoal, Ironstone, Iron Ore, and other Minerals conveyed from or to the said Point marked "Eight Miles Two Furlongs" to or from the said *South Stockton* Station the maximum Charge for the Conveyance of such Coals, Coke, Culm, Charcoal, Ironstone, Iron Ore, and other Minerals, including the Charges for locomotive Power, but not including the Charges for Waggons or Trucks, shall not exceed One Shilling *per* Ton for the whole of such Distance: Provided also, that as between the said Three Companies, and also as between the Company and the *North-eastern* Railway Company, the diminished Tolls by this and the said first-recited Act limited for such Passengers, Animals, Goods, or other Traffic so conveyed over the said Portions of their respective Railways in this and the said Thirty-sixth Section of the said first-recited Act mentioned, shall be divided between them in relative Proportions, according to the Distance between the said Points in this and the said Thirty-sixth Section of the said first-recited Act mentioned, traversed on each of such Railways respectively; and the *North-eastern* Railway Company and the *Stockton and Darlington* Railway Company respectively shall not, in respect to their respective Proportions of such Distance over which any of such Traffic, or of the Traffic to which the said Thirty-sixth Section of the said first-recited Act refers,



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refers, be entitled to charge or receive upon or for such Traffic any greater Sum, Toll, or Rate, exclusive of the Charges for Waggon or Trucks, in respect of Coals, Coke, Culm, Charcoal, Ironstone, Iron Ore, and other Minerals, than their respective Proportions calculated as aforesaid of the Tolls by this and the said first-recited Act limited and restricted to be demanded or taken in respect thereof.

XXVI. And whereas the *North-eastern Railway Company* have, in exercise of the Power for such Purpose contained in "The *North Yorkshire and Cleveland Railway Act, 1854*," become Subscribers to the Undertaking of the *North Yorkshire and Cleveland Railway* to the Extent of Thirty thousand Pounds, and have accepted Shares to that Amount in the said Undertaking, which are at present registered in the Names of certain of the Directors of that Company: Be it enacted, That the *North-eastern Railway Company* may, in right of the Shares for the Time being belonging to them in the Undertaking of the *North Yorkshire and Cleveland Railway*, from Time to Time, by any One or more of their Directors for such Purpose nominated by Resolution of their Board of Directors, attend and vote at any Meeting of the Company on all Matters brought before such Meeting; and in the event of more than One of their Directors being so nominated, such Right of voting shall and may be exercised by that One of such Directors attending such Meeting whose Name shall stand first in the Order in which such Directors are named in such Resolution.

Power to the *North-eastern Railway Company* to attend and vote at Meetings of the *North Yorkshire and Cleveland Railway Company*.

XXVII. That the Production of a Paper Writing purporting to be a Copy of the Resolution of the Board of Directors of the *North-eastern Railway Company*, nominating any of their Directors to attend and vote at any Meeting of the *North Yorkshire and Cleveland Railway Company*, and certified as such Copy by the Secretary of the *North-eastern Railway Company*, shall be taken and received as sufficient Evidence of the Right of the Directors nominated therein to attend and vote at any such Meeting as aforesaid, and no further or other Qualification for any such Purpose shall be necessary.

Evidence of Power of Directors of *North-eastern Railway Company* to vote at Meetings.

XXVIII. That the *North-eastern Railway Company* and the *West Hartlepool Harbour and Railway Company*, or either of them, and the *North Yorkshire and Cleveland Railway Company*, may from Time to Time enter into Agreements with respect to the following Purposes or any of them; (that is to say,)

Powers to enter into Agreements as to Traffic Arrangements, &c.

The Use and working by the *North-eastern Railway Company* and the *West Hartlepool Harbour and Railway Company*, or either of them, of all or any Part of the Railways of the *North Yorkshire and Cleveland Railway Company*, and the Use of the Works and Conveniences belonging thereto:

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The Conveyance by the *North-eastern* Railway Company, and the *West Hartlepool* Harbour and Railway Company, or either of them, of the whole or any Part of the Traffic upon the said Railways:

The Division and Apportionment of such Traffic between the said Companies:

The Supply of any Rolling or Working Stock required for such Purposes:

The Use or Purchase by the *North-eastern* Railway Company and the *West Hartlepool* Harbour and Railway Company, or either of them, of the Rolling or Working Stock belonging to the *North Yorkshire and Cleveland* Railway Company, or any Part thereof:

The Management, Maintenance, and Repair of the said Railways:

The Costs and Expenses of such working, Management, Maintenance, and Repairs:

The forwarding, Interchange, and Transmission, upon or over the respective Railways of the said Companies, of any Passenger or other Traffic which may be conveyed upon and from the Railways of the *North-eastern* Railway Company and the *West Hartlepool* Harbour and Railway Company, or either of them, to and along the *North Yorkshire and Cleveland* Railways or any Part thereof, or which may be conveyed upon and along the *North Yorkshire and Cleveland* Railways to and along the *North-eastern* Railways and the *West Hartlepool* Railways, or either of them, or any Part thereof:

The Collection, Delivery, and general Conduct of such Traffic:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies in respect of the Traffic conveyed over their several Railways or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Division between the said Companies of the Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them, by virtue of the said Agreements.

Duration of Agreement, which is to be approved by Board of Trade.

XXIX. That any such Agreement shall not be for more than Ten Years; and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade; and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said



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said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or Persons or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in Special Meeting assembled for that Purpose.

Agreements  
not to affect  
Persons not  
Parties  
thereto.

XXX. That the said Companies may by any such Agreement as aforesaid appoint a Joint Committee, composed of such Number of Directors of the said Companies, Parties to the said Agreement, as the said Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the said Companies respectively or their respective Directors.

Appoint-  
ment of Joint  
Committee  
for carrying  
the Agree-  
ment into  
effect.

XXXI. That at the Expiration of the said Agreement or of any future Agreement the said Companies, with the Consent in Special Meeting of the Shareholders of such Companies respectively, and subject to the Approval of the Board of Trade, may from Time to Time enter into a further Agreement for not more than Ten Years from the Expiration of the preceding Agreement, for all or any of the Purposes aforesaid: Provided, that before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement, by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement relates is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreement  
may be  
renewed,  
with the  
Approval of  
the Board of  
Trade, but  
public  
Notice to  
be given of  
the same.

Agreement  
inoperative  
until ap-  
proved by  
the Board of  
Trade.

XXXII. That none of the Powers and Provisions of this Act with respect to the Use, working, or managing of the Railways of the  
*North*

Working  
Arrange-  
ments, &c.



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not to take effect unless approved by Three Fifths of the Shareholders.

*North Yorkshire and Cleveland* Railway Company by the *North-eastern* Railway Company and the *West Hartlepool* Harbour and Railway Company, or either of them, (or with respect to the Interchange of Traffic between the said Company and the *North-eastern* Railway Company and the *West Hartlepool* Harbour and Railway Company, or either of them,) shall have any Operation or Effect unless and until the Contracts or Arrangements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Company specially convened for that Purpose.

Traffic on both Lines not to be subject to Six-mile Clauses on both Lines.

XXXIII. That in estimating the Tolls or Charges to be paid during the Continuance in force of any such Contract or Agreement as aforesaid, in respect of Articles or Persons conveyed for short Distances partly upon the *North-eastern* Railway and partly upon the Railway by this Act authorized, it shall not be lawful to demand and take such Tolls or Charges as for Six entire Miles in respect of the Distance traversed on the *North-eastern* Railway, and also as for Six entire Miles in respect of the Distance traversed on the Railway by this Act authorized, but such Tolls or Charges may be taken as for Six Miles in respect of short Distances of less than Six Miles traversed on Portions of both the said Railways.

Meeting, how to be convened.

XXXIV. That such Meeting shall be called by Advertisement inserted once at least in Two successive Weeks in a Morning Newspaper published in *London* and in some Newspaper of the County in which the principal Office of the Company is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Power to *North-eastern* Company to subscribe and hold Shares.

XXXV. That the *North-eastern* Railway Company may, with the Consent of Three Fifths of the Shareholders of that Company present at a Special Meeting of that Company convened for the Purpose, subscribe towards the Branch Railways by this Act authorized, and be Shareholders in the Company in respect thereof to any Extent not exceeding Five thousand Pounds, and that Company may apply for that Purpose any Monies which they shall have Power to raise by the Acts of that Company, and which may not be required under such Acts for any specific Purpose thereby authorized.

Power to *West Hartlepool* Harbour

XXXVI. That the *West Hartlepool* Harbour and Railway Company may, with the Consent of Three Fifths of the Shareholders of that



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that Company present at a Special Meeting convened for the Purpose, subscribe towards the Branch Railways by this Act authorized, and be Shareholders in the Company in respect thereof to any Extent not exceeding Fifteen thousand Pounds, and that Company may apply for that Purpose any Monies which they shall have Power to raise by the Acts of that Company, and not required under such Acts for any specific Purpose by such Acts authorized.

and Railway  
Company to  
subscribe  
and hold  
Shares.

XXXVII. That when the said Branch Railway fourthly herein-before described shall have been completed it shall be lawful for the Company, with the Consent of Three Fifths of the Votes of the Shareholders present in Person or by Proxy at a Meeting of such Shareholders convened for that Purpose, from Time to Time to demise and lease, to the Owners or Lessees of the Minerals under all or some of the Lands through which the said intended Branch Railway is proposed to be made, or under the Lands in the Neighbourhood thereof, or to any or either of them, or their or his Executors, Administrators, and Assigns, for any Term not exceeding Twenty-one Years from the passing of this Act, all or any Part of the last-mentioned Branch Railway, and of the Property for the Time being vested in the Company for the Purpose of such Branch, and all or any of the Tolls, Rates, and Duties which the Company are or may be empowered to raise and levy, and all or any of the Rights, Powers, and Privileges of which the Company are or may be or become possessed in relation to such Branch Railway, at or under such annual or other Rent, or for or in consideration of such Share of the gross or net Earnings or Profits on such Branch Railway, or for such other Considerations, and with, under, and subject to such Powers, Provisoes, Stipulations, Conditions, and Agreements, as the Company may from Time to Time approve.

Company  
may lease  
out Branch  
to certain  
Persons for  
a Term of  
Years.

XXXVIII. That no such Lease shall have any Operation until the same shall have been approved of by the Board of Trade; and all other Persons and Companies shall, notwithstanding any such Lease, be entitled to the Use and Benefit of the said Branch Railway comprised in such Lease, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Lease had been granted: Provided always, that the said Board shall not approve such Lease without being satisfied that the same has been duly assented to by the Votes of Three Fifths of the Shareholders of the Company in Special Meeting assembled for that Purpose.

Lease to be  
approved by  
Board of  
Trade.

XXXIX. Provided, That it shall be lawful for the Board of Trade, if in the Opinion of the said Board the further Continuance of any such Lease would be injurious to the Public, to determine the said

Board of  
Trade may  
determine  
Lease at the

[*Local.*]

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Lease



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End of Ten  
Years.

Lease at the Expiration of Ten Years from the Commencement thereof, upon giving Twelve Months previous Notice to that Effect to the Company and their Lessees respectively, or after the Expiration of such Ten Years then at any subsequent Time upon giving the like Notice.

Lease to  
contain  
Provisions  
for Re-entry.  
If Lessees  
become  
unable to  
carry on the  
Traffic, the  
Company  
shall enter  
and work the  
Line.

XL. That any Lease to be made of the said Branch Railway, or of any Part thereof, shall contain a Power of Re-entry to the Company in the event of the Lessees becoming unable, by reason of any Execution, legal Process, Intestacy, Bankruptcy, Insolvency, or any personal Liability or Incapacity whatsoever of the said Lessees, or any Failure of their legal Representatives, to carry on and continue the Traffic or working of the Railway in an effectual and proper Manner, and according to the Laws for the Time being in force relating to Railways; and upon the occurring of any of such Events as aforesaid it shall be the Duty of the Company forthwith to re-enter upon and to carry on and continue the Traffic and working of the said Railway, in like Manner, and with the same Powers, and subject to the same Obligations, Liabilities, Penalties, and Restrictions, as if no such Lease thereof had been made; and no such Lease shall contain any Covenant for the Renewal thereof upon the Expiration of the Term or sooner Determination of such Lease: Provided always, that no such Re-entry shall in any Manner prejudice any Right or Claim which the Company may have against the Lessees or any of them, or their or his Estate and Effects, on account of any Breach or Non-observance of any of the Covenants contained in such Lease.

Lease of  
Railway not  
to affect  
Third  
Parties.

XLI. That no Lease of the said Branch Railway or of any Part thereof shall take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Company but for the making of such Lease might by any Law or Statute be subject, but all Persons and Corporations, other than the Lessees of the said Branch Railway, shall have the same Rights, Privileges, Powers, and Remedies against the Company, after the making of and notwithstanding such Lease, as they might have had if such Lease had not been made.

Lessees to  
be subject to  
Supervision,  
and to pre-  
sent or  
future Rail-  
way Acts.

XLII. That any Lease which may be granted of the said Branch Railway under the Powers of this Act shall not be deemed or construed to exempt the said Branch Railway or the Lessees thereof from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or by the recited Act, or of Rates for small Parcels, but the Lessees shall be subject



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subject and liable to such Provisions, and to such Revision and Alteration, as the Company would be liable to if such Lease had not been granted.

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

Railways  
not exempt  
from Pro-  
visions of  
present and  
future  
General  
Acts.

XLIV. That in citing this Act for any Purpose whatever it shall be sufficient to use the Expression “ *The North Yorkshire and Cleveland Railway Act, 1855.*”

Short Title.

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

Expenses of  
Act.

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