

The North-eastern Railway Company's (Hartlepool Dock and Railway Amalgamation) Act, 1857.

14 & 15 Vict.
c. lxxxv.

17 & 18 Vict.
c. ccxi.

Lease dated
18th De-
cember 1848
for Thirty-
one Years
from 1st July
1848.

the Fourteenth and Fifteenth Years of the Reign of Her said Majesty (14 and 15 *Victoria*, Chapter 85.), the Undertaking of the *Hartlepool Dock and Railway Company* was enlarged, and further Powers were conferred upon that Company: And whereas by an Act passed in a Session of Parliament held in the Seventeenth and Eighteenth Years of the Reign of Her said Majesty (17 and 18 *Victoria*, Chapter 211.), the *York and North Midland* and *Leeds Northern* Railway Companies were dissolved, and their Undertakings vested in the *York, Newcastle, and Berwick* Railway Company, which Company was in that Act and it was thereby enacted should thenceforth be styled and designated as “The *North-eastern* Railway Company,” by which Name it was thereby enacted that the *York, Newcastle, and Berwick* Railway Company should continue to be incorporated, and should have, retain, and exercise all the same Rights, Powers, Privileges, and Incidents as it would have had if such Name had not been changed; and by the same Act it was provided that the Capital of the *North-eastern* Railway Company should consist of the Capital of each of the said Three Companies existing at the passing of that Act, with such Additions thereto as might thereafter be made under the Authority of any of the Acts relating to the said Three Companies or that Act, but should nevertheless be kept wholly separate and distinct for all Purposes of Charge, Benefits, and Dividends upon or to the same respectively, and such several Capitals are therein-after designated and distinguished as “the *Berwick* (meaning the *York, Newcastle, and Berwick*) Capital Stock,” “the *York* Capital Stock,” and “the *Leeds* Capital Stock,” respectively: And whereas by the said recited Act 11 and 12 *Victoria*, Chapter 81., the *Hartlepool Dock and Railway Company* were empowered to demise or lease for any Term or Number of Years to the *York, Newcastle, and Berwick* Railway Company, and the last-mentioned Company were authorized to accept and take for such annual or other Rent, and on such Terms as the said Companies might mutually agree or might have agreed, a Lease of the *Hartlepool* Dock and Railway, with its Rights, Powers, and Privileges; and by an Indenture of Lease, under the Common Seals of the said Two Companies, and bearing Date the Eighteenth Day of *December* in the Year One thousand eight hundred and forty-eight, and made between the *Hartlepool* Dock and Railway Company, herein-after in reference to the said Lease called the said Lessors, of the one Part, and the *York, Newcastle, and Berwick* Railway Company, herein-after in reference to the said Lease called the said Lessees, of the other Part, the said Lessors, by virtue of the said last-mentioned Act, demised and leased to the said Lessees the *Hartlepool* Dock and Railway, with all Branch Railways, Docks, Works, Lands, Hereditaments, and Appurtenances whatsoever to the same belonging or therewith held or enjoyed, and certain Engines and
other

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other Effects therein mentioned, with all the Rights, Powers, and Privileges of the said Lessors in relation to the Premises for the Term of Thirty-one Years from the First Day of *July* then last past, at an annual Rent or Sum equivalent to an annual Interest or Dividend at the Rate of Eight Pounds *per Centum* on the then Share Capital of the said Lessors, consisting of Three hundred and sixty-five thousand five hundred and seventy Pounds, by equal half-yearly Payments on the First Day of *July* and the First Day of *January* in every Year during the said Term, or within Sixty Days thereafter respectively; and also a further annual Rent or Sum equivalent to such annual Interest or Dividend as aforesaid on such Share Capital or Stock (if any), not exceeding Seventy-five thousand Pounds, as the said Lessors should, either on or at any Time after the First Day of *January* One thousand eight hundred and fifty-two, and during the then Remainder of the said Term create, by converting Part of the Debt then due from that Company into Capital or Stock, in such Mode as was directed by the Acts relating to that Company, or One of such Acts, for the Creation of new Shares; such further annual Rent or Sum to be paid after such Conversion as aforesaid, by equal half-yearly Payments, on the First Day of *July* and the First Day of *January* in every Year during the then Remainder of the said Term, or within Sixty Days thereafter respectively; and also yielding and paying unto the said Lessors during the said Term, or at or within the Times and in manner aforesaid, and in the event therein-after mentioned, a further annual Rent or Sum equivalent to such additional Interest or Dividend on the said Share Capital or Stock of the said Lessors as might, together with the said first-mentioned Interest or Dividend of Eight Pounds *per Centum*, render the entire Interest or Dividend to be received by the said Lessors on their said Share Capital or Stock for the Time being equivalent to the Rate of Interest or Dividend to be from Time to Time paid on the Share Capital of the said Lessees, in case and only as long as the same should at any Time during the said Term exceed Eight Pounds *per Centum*, such several Rents or Sums to be paid without any Deduction whatsoever, except on account of the Tax on Property or Income; and as Part of the Terms of the said Demise, it was thereby agreed that the said Lessees should perform all Contracts and Agreements which the said Lessors might have entered into, and which ought to be performed during the said Term; and that the said Lessees should pay all the Debts to which the said Lessors were then liable, not exceeding in the whole One hundred and fifty-three thousand one hundred and ninety Pounds, whenever Payment thereof should be required, and which Debts were particularized in the Second Schedule thereunder written, and are in such Schedule stated to amount to the Sum last aforesaid, and should also pay
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the Interest which should during the said Term become due on the said Debts; and in and by the said Indenture of Lease it was and is provided that the said Lessors and Lessees would at any Time thereafter, whenever either of such Companies should be requested so to do by the other of them, concur, at their joint Cost and Charges, in obtaining an Act of Parliament, in order that the *Hartlepool Dock and Railway Company* should on the Expiration of the said Term thereby granted be amalgamated with the *York, Newcastle, and Berwick Railway Company*, so that the Shareholders in the former might have Dividends after the same Rate *per Centum*, and the same Privileges and Benefits, and be put upon the same Footing in all respects, as the Shareholders in the latter, and generally that the said Two Companies should be amalgamated on equal Terms; and in the said Indenture of Lease are contained Covenants on the Part of the said Lessees for the due Payment of the said annual Rents, Interest, or Dividends, and of the Taxes and Assessments (except Landlord's Property or Income Tax) in respect of the said demised Premises, and for the Maintenance and Repair thereof, with the usual Powers of Entry and Distress upon and Resumption of Possession of the said demised Premises in case of the Non-payment of the said Rents, Interest, or Dividends as therein provided:

Agreement
for Amalga-
mation, dated
31st March
1853.

And whereas, by the Agreement for Amalgamation between the *York, Newcastle, and Berwick Railway Company*, the *York and North Midland Railway Company*, and the *Leeds Northern Railway Company*, bearing Date the Thirty-first Day of *March* One thousand eight hundred and fifty-three, which was confirmed by Section 20 of the said recited Act of Amalgamation (17 and 18 *Victoria*, Chapter 211.), it was provided and declared that the Shareholders in the *North-eastern Railway Company* for the Time being representing those who, previous to the passing of the said Act of Amalgamation, were the Shareholders in or Proprietors of the Capital of the *York, Newcastle, and Berwick Railway Company*, and who are herein-after called "the *Berwick Shareholders*," should be entitled to Fifty-seven Decimal One (57·1) Parts of every One hundred Pounds of the Balance of the Receipts and Payments on account of the joint net Revenues of the said amalgamated Companies and of the *North-eastern Railway Company* as representing them, struck and ascertained in each Half Year after the Year One thousand eight hundred and fifty-five, subject nevertheless to the Payment thereof of the separate Liabilities against Income to which such Shareholders were and should under the Provisions of the said Agreement thereafter become liable, as representing the *York, Newcastle, and Berwick Railway Company*, and its Shareholders and Undertaking, of which Liabilities the Payment of the Rents, Interest, and Dividends for the Time being due to the said *Hartlepool Dock and Railway Company*,
and

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and the Fulfilment of the Covenants contained in the said Indenture of Lease are in the said Agreement stated to be Part; and after and subject to which Payments or Deductions the Residue of such Proportion of the said Balance was by the said Agreement directed to be applied in Payment of the guaranteed or Preference Dividends from Time to Time due and owing to the Preference Stock or Shareholders of the said *York, Newcastle, and Berwick* Railway Company, according to their respective Priorities, and then in Payment of Dividends to the ordinary Stock and Shareholders of such Company: And whereas by the said Agreement for Amalgamation of the Thirty-first Day of *March* One thousand eight hundred and fifty-three it was provided and agreed between the Companies Parties thereto that in case the *Hartlepool* Dock and Railway Company should become amalgamated with the *York, Newcastle, and Berwick* Railway Company, or with the united Company as representing it, pursuant to the Arrangement expressed in the Lease executed between them, the Stock and Shareholders in the *Hartlepool* Dock and Railway Company should form Part of the particular Section of Proprietors in the united Company for the Time being representing the Stock and Shareholders in the *York, Newcastle, and Berwick* Railway Company, and should thenceforth take Dividend rateably with the ordinary Stock and Shareholders in such last-mentioned Section, and otherwise share and participate with them in the Division of the net Balance of their separate Revenue Account: And whereas the Capital which the *Hartlepool* Dock and Railway Company were by their said first, secondly, and thirdly recited Acts authorized to raise by the Creation of Shares, and by the Conversion of borrowed Money into Capital, and by Shares in lieu of borrowing, amounted in the aggregate to the Sum of Four hundred and thirty-two thousand Pounds; but such Capital being found insufficient the Shareholders of that Company raised by Contribution amongst themselves a further Sum of Eight thousand five hundred and seventy Pounds, for which Shares were issued by the Company: And whereas at the Date of the said recited Lease of the *Hartlepool* Dock and Railway, made under the Authority of the said fourthly-recited Act, the Share Capital of the *Hartlepool* Dock and Railway Company consisted of the Sum of Three hundred and sixty-five thousand five hundred and seventy Pounds, and that Company subsequently, in accordance with the Terms contained in that Lease, created and issued additional Shares to the Extent of Seventy-five thousand Pounds, making together with their previously existing Share Capital a total Share Capital of Four hundred and forty thousand five hundred and seventy Pounds; and the Sum of Seventy-five thousand Pounds which was received in respect of such additional Shares was applied in Payment of that Amount of the said scheduled Debts of One hundred and fifty-three

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thousand one hundred and ninety Pounds, whereby the same were reduced to the Sum of Seventy-eight thousand one hundred and ninety Pounds, which Sum is still owing by the said Lessors, the Interest thereon being payable by the said Lessees for the Term of the said Lease: And whereas, by the said fifthly-recited Act, 14 and 15 *Victoria*, Chapter 85., the *Hartlepool Dock and Railway Company* were authorized to convert or consolidate all or any Part of the Shares then existing in the Capital of that Company, and in respect whereof the whole Money subscribed should have been paid up, into a general Capital Stock, to be divided amongst the Shareholders according to their several Interests therein: And whereas the whole of the said Share Capital of Four hundred and forty thousand five hundred and seventy Pounds was paid up in full before the passing of the said last-recited Act, and the same has since, under the Powers of that Act, been converted into, and the present Capital of the *Hartlepool Dock and Railway Company* now consists of the Sum of Four hundred and forty thousand five hundred and seventy Pounds Consolidated Stock of that Company, the Proprietors whereof are entitled to participate equally in the annual Rent of Thirty-five thousand two hundred and forty-five Pounds Twelve Shillings, payable as aforesaid, during the Residue of the Term of Thirty-one Years created by the said Indenture of Lease, by the *North-eastern Railway Company*, out of the Share of the joint net Revenues of the last-named Company belonging to the *Berwick* Shareholders therein: And whereas the Estate and Interest of the *North-eastern Railway Company* in the Undertaking of the *Hartlepool Dock and Railway Company* under the said Indenture of Lease will cease on the First Day of *July* One thousand eight hundred and seventy-nine, and owing to such the limited Extent and terminable Nature of their Interest therein they are unable to manage the said demised Premises, or the Traffic thereof, in such a beneficial Manner, either for themselves, their said Lessors, or the Public, or to make such necessary permanent Improvements and Works therein or thereto, as they could do in case their Estate and Interest therein were of a permanent Nature and Character, and considerable Inconvenience to the said Companies and the Public has in consequence been at different Times sustained, and is likely further to occur, the said Two Companies have therefore agreed that the Amalgamation of their Undertakings so as aforesaid contemplated by them shall, and it is expedient that the same should, at once take place, upon the Terms in the said recited Lease, and subject to the Provisions in this Act contained or provided for: 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

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Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. That in citing this Act for any Purpose whatever it shall be sufficient to designate it as "The *North-eastern Railway Company's (Hartlepool Dock and Railway Amalgamation) Act, 1857.*" Short Title.

II. That the *Hartlepool Dock and Railway Company*, herein-after called "the *Hartlepool Company*," shall be and the same is hereby dissolved, and its Undertaking, and all and every or any Lands, Tenements, and Hereditaments, Stations, Houses, Buildings, Docks, Quays, Staiths, Wharfs, Shipping Places, Embankments, Arches, Piers, Bridges, and other Works and Conveniences, Easements, Rights, and Appurtenances, Engines, Machines, Rails, Property, and Effects of whatever Description, and the Benefit of all Contracts, Agreements, and Proceedings in any way relating thereto, of or to which that Company is seised, possessed, or entitled, at Law or in Equity, and all Rights, Interests, Powers, Privileges, Easements, and Authorities whatsoever of that Company in or over the said Premises, or in or over any other Railway and Works, or otherwise howsoever, shall belong to, and the same are hereby vested in, and may be used, exercised, and enjoyed by the *North-eastern Railway Company*, herein-after called "the Company," as fully and effectually as before the making of the said Lease or subsequently thereto the same belonged to, or were or now are vested in, held, and enjoyed by the *Hartlepool Company*; but subject nevertheless to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances respectively affecting the same Premises, and to the Payment and Performance thereof by the Company: Provided always, that nothing herein contained shall extend to vest in the Company any larger or other Estate or Interest in any Docks, Quays, Staiths, Wharfs, Shipping Places, Embankments, or Hereditaments than that to which the *Hartlepool Dock and Railway Company* were lawfully entitled before the passing of this Act, or to prejudice or affect any Right or Title of the Queen's Majesty, Her Heirs and Successors. Hartlepool Dock and Railway Company dissolved, and the same vested in the North-eastern Railway Company.

III. That subject to the Provisions in this Act contained, all the Moneys, Goods, Chattels, Steam Engines, and other Engines, Carriages, Waggons, 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 *Hartlepool Company* is now possessed or entitled at Law or in Equity, shall belong to and the same are hereby vested in the Company for their absolute Benefit, and all Persons who owe any Sum of Money to the *Hartlepool* Moneys, &c. belonging to Hartlepool Company vested in the North-eastern Railway Company, who are also made responsible for all Debts, &c.

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pool 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 the same shall be recoverable by the Company by the same Ways and Means, and subject to the same Conditions, as the same would or might have been recoverable by the *Hartlepool* Company if this Act had not been passed; and all Debts, Monies, Charges, Obligations, Guarantees, Incumbrances, and other Liabilities which are due and owing by, charged upon, or recoverable from the *Hartlepool* Company, or for the Payment of which they are or but for the passing of this Act 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.

Conveyances, &c. to remain valid and have reference to the Company.

IV. That all Deeds, Conveyances, Grants, Leases, Purchases, Sales, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities made or entered into to, with, or in favour of, or by or for, the *Hartlepool* Company, or any Person on their Behalf, and which are now in force, 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 now possess.

Officers to account.

V. That all Officers and Persons who after the passing of this Act shall have in their Possession or under their Control any Books, Documents, Papers, Writings, or Effects belonging to the *Hartlepool* Company, or to which that Company would but for the passing of this Act have been entitled, shall be liable to 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.

Awards in Matters already referred to Arbitration protected.

VI. That every Agreement, Contract, or Bond made, executed, or entered into before the passing of this Act between, by, or on behalf of the *Hartlepool* Company and any Person, by which any Matter in dispute between such Company and such Person as last aforesaid shall have

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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 *Hartlepool* 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 *Hartlepool* Company, or Person by or with whom such Agreement, Contract, or Bond may have been entered into, in case this Act had not been passed.

VII. That all Works, Matters, and Things which under the Provisions of the Acts relating to the *Hartlepool* Company or any of them such Company were bound, required, empowered, or made liable to make, construct, complete, maintain, or do, and all Répairs 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 *Hartlepool* 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, Docks, 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 in gross, as under the Provisions of the same Acts or any of them were required to be made by the *Hartlepool* Company, or such and so many of the aforesaid Works, Matters, and Things, Regulations, Restrictions, and Payments, as that 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 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 required or empowered to be made, done, and executed, maintained, observed, performed, kept, and paid by the *Hartlepool* Company, and as if the Company had been originally authorized or required so to

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

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do instead of the *Hartlepool* 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 *Hartlepool* Company.

Contracts
to be com-
pleted.

VIII. That in all Cases in which the *Hartlepool* 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 Lands which shall not be effectually conveyed to that Company, or the Purchase Money in respect of which shall not have been duly paid by that Company, then and in every such Case such Contract, where the same is now in force, shall be completed by, and such Lands shall be conveyed to the Company, or as the Company shall direct, and such Purchase Money shall be paid and applied pursuant to the Acts relating to the *Hartlepool* 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 Lands, 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 *Hartlepool* Company.

Application
of Money
payable
under the
Hartlepool
Company's
Acts.

IX. That in all Cases in which, under any Act relating to the *Hartlepool* Company, any Sum of Money has already been paid by that 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 Lands 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 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 *Hartlepool* Company.

Actions, &c.
not to abate.

X. That no Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the *Hartlepool* Company previously to the passing of this Act, shall abate or be discontinued or prejudicially affected by the Dissolution of that Company, but on the contrary the same shall continue and take effect, both in favour of and against the Company, in the same Manner in all respects as the
same

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same would have continued and taken effect in relation to the *Hartlepool* Company if this Act had not been passed and that Company had not been dissolved, upon a Suggestion to be entered on the Proceedings, setting forth the Dissolution of the *Hartlepool* Company and the Substitution of the Company in its Stead; and all Penalties incurred, and all Offences which may have been committed before the passing of this Act against the Provisions of the Acts relating to the *Hartlepool* Company, or any of them, may 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 this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted in the Place of the *Hartlepool* Company.

XI. That all Books and other Documents whatever, which by the said recited Acts or any of them relating to the *Hartlepool* Company were made Evidence for or against the *Hartlepool* Company, shall be admitted as Evidence in like Manner for or against the Company in respect of any Matter or Thing as to which they might and would have been admitted as Evidence for or against the *Hartlepool* Company.

Books, &c.
Evidence for
or against
the *Hartle-*
pool Com-
pany to be
Evidence for
or against
the Company.

XII. That notwithstanding the Dissolution of the *Hartlepool* Company, everything before the passing of this Act done and suffered respectively under the Acts relating to that Company shall be as valid as if this Act were not passed, and the Dissolution of that 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 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 Company shall to all Intents and Purposes represent the *Hartlepool* Company hereby dissolved: Provided always, that the Generality of this Enactment shall not be confined or restricted by any Provisions in this Act contained.

Present and
future Lia-
bilities of
Hartlepool
Company
saved.

XIII. That all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the Acts relating to the *Hartlepool* Company, or any of them, and now in force and exerciseable by or binding on that Company, or exerciseable by or binding on the Company as their Lessees, shall, with reference to such Works, Matters, and Things as have been

Powers in
Hartlepool.
Railway Acts
to be exer-
cised by
North-east-
ern Railway
Company.

or

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or might have been made or done thereunder by the *Hartlepool* Company, or the Company as their Lessees, in relation to the said Undertaking or otherwise, if this Act had not been passed, and save only so far as the same or any of them are by the said Amalgamation Act, 17 and 18 *Victoria*, Chapter 211., or by this Act repealed or altered, and subject to the Provisions in this Act and the said Amalgamation Act contained, be exercised, 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 several Acts relating to the *Hartlepool* Company instead of the Name of the *Hartlepool* Company, and as if the Undertaking of that Company were Part of the Undertaking of the *North-eastern* Railway Company.

Provision as to the Capital of the *Hartlepool* Company.

XIV. That the Four hundred and forty thousand five hundred and seventy Pounds Capital Stock of the *Hartlepool* Company shall be added to and from henceforth form Part of the Capital of the Company, but the same shall nevertheless, until the First Day of *July* which will be in the Year One thousand eight hundred and seventy-nine, be designated and distinguished as "the *Hartlepool* Capital Stock," and shall be kept wholly separate and distinct from the other Stocks or Shares of the Company for all Purposes of Charge, Benefits, and Dividends upon or to the same, and separate and distinct Books or Entries shall be kept of and relating to such *Hartlepool* Capital Stock in like Manner as if such Amalgamation had not taken place; and upon and from the First Day of *July* which will be in the Year One thousand eight hundred and seventy-nine the *Hartlepool* Capital Stock shall be added to and become Part of the *Berwick* Capital Stock of the Company, and shall thenceforth participate in and have and be subject to the same Rights, Benefits, and Liabilities of whatever Description as the ordinary or unguaranteed Portion of such last-mentioned Stock shall then and from thenceforth have and be subject to or be entitled to participate in, without any Preference or Priority whatsoever between or amongst the Persons who shall so then and from thenceforth be Proprietors of that Portion of such Stock.

Proprietors of *Hartlepool* Capital Stock to be Proprietors of Stock of equal Amount in the *North-*

XV. That the several Persons who are Proprietors of Stock in the Capital Stock of the *Hartlepool* Company shall become and be Proprietors of an equal Amount of the *Hartlepool* Capital Stock in the Capital Stock of the Company, and such several Persons are hereinafter designated as "*Hartlepool* Proprietors," and shall, according to the Amounts of their respective Holdings of such Stock, have and be entitled

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entitled to and may exercise the same Rights and Privileges of voting and other Rights as the Proprietors of a similar Amount of the *Berwick* Capital Stock of the Company have and are entitled to or may exercise.

eastern Rail-
way Com-
pany.

XVI. That a fixed guaranteed Preference Dividend or Interest at and after the Rate of Eight Pounds *per Centum per Annum* upon the *Hartlepool* Capital Stock of Four hundred and forty thousand five hundred and seventy Pounds shall be payable and paid to and amongst the *Hartlepool* Proprietors according to their respective Holdings of such Stock for the Time being, half-yearly, on the First Day of *January* and the First Day of *July*, or within Sixty Days thereafter respectively in each Year, up to and including the First Day of *July* One thousand eight hundred and seventy-nine, out of the Share or Proportion of joint net Revenue of the Company to which the Proprietors of the *Berwick* Capital Stock in the Company are entitled under the Provisions of "The *North-eastern* Railway Company's Act, 1854," and the said Agreement for Amalgamation of the Thirty-first Day of *March* One thousand eight hundred and fifty-three, thereby confirmed, and before any Dividend or Interest whatsoever is paid to or amongst any of the Proprietors of the *Berwick* Capital Stock of the Company; and in addition to the Security given by the aforesaid Guarantee, such Preference Dividend or Interest shall be a First Charge upon the Tolls, Rates, and Dues received or taken by or payable to the Company in respect of the Undertaking of the *Hartlepool* Company, after Payment of the Debts and Liabilities to which that Undertaking is now liable or subject, and any which may be substituted in lieu thereof.

Hartlepool
Stock gua-
ranteed 8l.
per Cent.
per Annum
until 1st July
1879.

XVII. That in case a Dividend of a greater Amount than Eight Pounds *per Centum per Annum* shall at any Time prior to or for the Half Year ending the First Day of *July* One thousand eight hundred and seventy-nine be paid to the Proprietors of the ordinary or un-guaranteed Portion of the *Berwick* Capital Stock of the Company, then and in every such Case a proportionate Increase in Dividend shall be paid for the same Period in respect of the *Hartlepool* Capital Stock, and shall be divided amongst the respective Proprietors thereof, in like Manner as their said guaranteed Dividend of Eight Pounds *per Centum* is herein-before directed to be paid and divided to and amongst them, and such increased Dividend or Interest shall be payable and paid out of the same Funds as those out of which and at the same Times as the said guaranteed Dividend of Eight Pounds *per Centum* on the *Hartlepool* Stock is herein-before directed to be paid.

If more than
Eight per
Cent. paid to
the Holders
of ordinary
Stock in the
Berwick
Capital
Stock, a pro-
portionate
Increase to
be paid to
the Holders
of *Hartlepool*
Stock.

[Local.]

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XVIII. That

*The North-eastern Railway Company's (Hartlepool Dock and
Railway Amalgamation) Act, 1857.*

Arrears of Dividend may be enforced by Appointment of a Receiver.

XVIII. That in case the said guaranteed Dividend or Interest on the *Hartlepool* Stock shall be in arrear beyond the Space of Sixty Days after any of the said half-yearly Days of Payment thereof, the Powers and Provisions contained in Sections 53 and 54 of "The Companies Clauses Consolidation Act, 1845," with respect to the Recovery of Interest or Arrears of Interest due on Mortgages or Bonds, shall be applicable, so far as may be, to the Recovery of the Arrears of the said guaranteed Dividend or Interest out of or from the Tolls, Rates, or Dues payable in respect of the Undertaking of the *Hartlepool* Company; and the Amount of such *Hartlepool* Stock entitling the Holders thereof to require the Appointment of a Receiver shall be Fifty thousand Pounds, whereon Arrears of Dividend or Interest shall then be due.

Arrears may be recovered by Action or Suit.

XIX. That if the Dividends or Interest on any of the *Hartlepool* Stock shall be in arrear for Ninety Days next after any of the respective half-yearly Days whereon the same are herein-before declared to be due, the Proprietor for the Time being of such Stock may (without Prejudice to his Power to apply for the Appointment of a Receiver) recover such Arrears, with Costs of Action or Suit, against the Company in any Court of competent Jurisdiction.

Obligations imposed on North-eastern Company to be borne by Berwick Shareholders.

XX. That all the Liabilities and Obligations which by this Act are imposed upon the Company shall, as between the several Sections of Shareholders or Proprietors in the Company, be borne and paid, except where in this Act otherwise provided, by the *Berwick* Shareholders in relief of the other Shareholders.

Income of the *Hartlepool* Company in hand to be divided amongst its Proprietors after satisfying its Liabilities.

XXI. That any Monies now in the Hands of or due to the *Hartlepool* Company on account of Revenue or Income shall, subject to such Deductions and Payments thereout as such Funds are now or are by this Act made liable to, be paid by the Company rateably to and amongst the *Hartlepool* Proprietors, according to their respective Holdings of *Hartlepool* Capital Stock, in addition to their said guaranteed Dividend or Interest; and in case such Monies shall be insufficient to pay the Amount of such Liabilities, then such Deficiency shall and may be deducted and retained by the Company out of the Amount of any future half-yearly Dividend or Interest on the *Hartlepool* Stock, and a proportionate Reduction shall thereupon be made from the Dividend of the *Hartlepool* Proprietors to make good such Deficiency.

Deposits for future Bills not to be paid out of the

XXII. That it shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which,

*The North-eastern Railway Company's (Hartlepool Dock and
Railway Amalgamation) Act, 1857.*

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.

Company's
Capital.

XXIII. That nothing herein contained shall be deemed or construed to exempt the said Railways from the Provisions 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
present and
future Gene-
ral Acts.

XXIV. That nothing contained in this Act or in any of the Acts herein referred to shall extend to vest in the *North-eastern Railway Company*, or to authorize them to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, or to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors, save only so far as the same or any of them have already been or may hereafter be granted to the Company, or those under whom they claim or derive Title by the Queen's most Excellent Majesty, Her Predecessors, Heirs, or Successors.

Saving
Rights of the
Crown.

XXV. That the Costs, Charges, and Expenses of obtaining and passing this Act, and incidental thereto, shall be paid by the Company, and One Moiety thereof shall be deducted and retained by them out of any Monies now belonging or which may hereafter become due, either as Dividend or Interest, to the *Hartlepool Company* or the *Hartlepool Proprietors*.

Expenses of
Act.

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