



*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

and Commons, in this present Parliament assembled, and by the Authority of the same, in manner following; (that is to say,)

Short Title. **1.** This Act may be cited for any Purpose whatever as "The *North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*"

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated. **2.** "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the same are not expressly 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 and form Part of this Act.

Same Meanings to Words in this Act as in incorporated Acts. **3.** The several Words and Expressions to which in the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to make Railways and Works according to deposited Plans. **4.** And whereas Plans showing the Lines of the Railways hereby authorized to be made, and the Lands in or through which the same, and the Works connected therewith, are intended to pass or be made, and Plans of the Street or Road hereby authorized to be altered, and of the Lands to be acquired or used for the Purposes of such Alteration, and Sections showing the Levels of those Railways, and of the said Street or Road, and the Alteration thereof, with a Book of Reference to those Plans respectively, were in the Month of *November* One thousand eight hundred and sixty-two deposited with the respective Clerks of the Peace for the Borough and County of *Newcastle-upon-Tyne*, the West Riding of the County of *York*, and the County of *Cumberland*, according to and in whichever of the said Counties such Railways, Road, and Lands respectively are or will be situate: Therefore, subject to the Provisions in this Act and in the Acts incorporated herewith contained, the Company may enter upon, take, and use all or any of the Lands shown on the deposited Plans of the said Railways, and described in the deposited Book of Reference, and may make and maintain in or upon those Lands the Railways herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith, in the Lines delineated on the said Plans, and according to the Levels shown by the said Sections; (that is to say,)

Firstly, a Railway commencing in the Parish of *Saint Nicholas*, otherwise the Parish or Parochial Chapelry of *All Saints*, and in the Township of *All Saints* in the Borough and County of *Newcastle-upon-Tyne*, by a Junction with the Sidings of the *North-eastern Railway* at the Eastern End of the Cattle Landing on that Railway, and terminating in the said Parish of *Saint Nicholas*, otherwise the Parish or Parochial Chapelry of *All Saints*, and Township of *All Saints*, on the Street called the *North Shore*:

Secondly,

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

Secondly, a Railway commencing in the Township of *Bilton-with-Harrogate* and Parish of *Knaresborough* in the West Riding of the County of *York* by a Junction with the *Leeds Northern* Railway of the Company near *Starbeck*, and terminating in the Township of *Scriven-with-Tentergate* and Parish of *Knaresborough* aforesaid by a Junction with the Railway of the Company from *York* to *Knaresborough* and *Starbeck*, all in the said West Riding:

And the said intended Railways, and the Works connected therewith respectively, shall for all Purposes become and be Part of the Undertaking of the Company.

5. At or near the Point at which the Railway firstly hereby authorized is intended to cross the Road numbered 63 on the said deposited Plans in the Township of *Byker*, the Rate of Inclination of that Road may be altered so that the same when altered shall not exceed the Rate of Inclination of 1 in  $12\frac{1}{2}$ .

Powers to alter Rate of Inclination of Road.

6. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and be subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, or Arches, as shown thereon, provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Power to alter Engineering Works.

7. The Company may alter the Street or Road called *Saint Nicholas Street* in the Township of *Botchergate* and Parish of *Saint Cuthbert, Carlisle*, between the Points shown on the deposited Plans of the said Road, and may carry such Road over the *Newcastle and Carlisle* Railway of the Company by a Bridge, so that the Rate of Inclination of the said

Road  
Power to carry Saint Nicholas Street, Carlisle, over Newcastle and Carlisle Railway by a Bridge.

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

Road when altered shall not exceed 1 in 15, and the Company may enter upon, take, and use such of the Lands shown upon the said Plans as may be required for that Purpose.

Land for extraordinary Purposes.

8. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land for the extraordinary Purposes mentioned in "The Railways' Clauses Consolidation Act, 1845," not exceeding Two Acres.

Powers for compulsory Purchases limited.

9. The Powers for the compulsory Purchase or taking of Lands for the Purposes or Objects of this Act shall not be exercised after the Expiration of Two Years from the passing thereof.

Railways to be completed within Four years.

10. The Railways by this Act authorized shall be completed within Four Years from the passing thereof, and on the Expiration of that Period the Powers by this Act, or the Acts incorporated herewith, granted for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those Railways as shall then have been completed, and also except those Powers which are by the same Acts, or any of them, declared to be continued, or which may lawfully be exercised for a longer Period.

Penalty if Railways not completed within Period limited.

11. If the Railways by this Act authorized shall not be completed and opened for public Traffic within the Period limited by this Act, the Company shall be liable to a Penalty of Fifty Pounds *per Day*, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railways shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing and opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Certificate of Justices Evidence of Restoration of Roads interfered with.

12. Where any Road shall have been interfered with in the Exercise of the Powers of this Act, or a new Road substituted in lieu thereof, the Certificate of Two Justices in Petty Sessions assembled that such Road has been restored or a new Road substituted in lieu thereof, according to the Provisions of this Act, (which Certificate such Justices are hereby required to grant on the Application of the Company, and on being satisfied, from a View of such Road or by Evidence, that such Road has been properly restored and put into a permanently substantial Condition, or a new or sufficient Road substituted in lieu thereof and put into a permanently substantial Condition,) shall in all Cases be taken and

received

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

received as sufficient Evidence that such Road has been so restored or such substituted Road completed and put into a permanent and substantial Condition.

**13.** The Company and the Corporation jointly, or either of them separately, may from Time to Time construct, make, alter, improve, and maintain upon, along, across, and over the Public Quay of *Newcastle-upon-Tyne*, and all or any of the Lands adjoining or near thereto which are delineated on the deposited Plans and described in the Books of Reference thereto, all such Sheds, Buildings, Lines of Railway, Sidings, Turntables, Cranes, and Machinery, and other Conveniences, Appliances, Connexions, and Facilities as may be necessary or suitable for the Reception, Security, Accommodation, Transit, Passage, and Interchange of Goods, Merchandise, and other Traffic to and from, and upon, along, and over, the said Quay and Lands, and from and to the Railway firstly by this Act authorized, and may demand and receive in respect of the Use of the said Sheds, Buildings, Lines of Railway, Machinery, and Accommodation, and for Work performed and Materials supplied by them, or either of them, with reference thereto, such Rents, Tolls, Rates, and Charges as may be agreed upon with the Owner or Person having the Charge of such Goods, Merchandise, and other Traffic, or as shall be reasonable, and the Company and the Corporation may from Time to Time enter into and carry into effect such Contracts and Agreements in relation to any such Matters as they think fit, provided that no exclusive Right of User of the said Quay or any Part thereof be thereby conferred on the Company.

Power to Company and Newcastle Corporation to construct Works on Newcastle Quay.

**14.** Subject as herein-after provided, the Agreement between the Corporation and the Company (a Copy whereof is set forth in the Schedule to this Act annexed) is hereby confirmed and made binding on the Corporation and the Company: Provided nevertheless, that nothing in this Act or in the said Agreement contained shall prevent the Company from purchasing and taking (if they shall think fit) all or any of the Lands of the Corporation in the said Agreement referred to; and if within Twelve Months after the passing of this Act the Company shall give Notice to the Corporation of their Intention to purchase and take all or any of the said Lands, then the Articles in the said Agreement numbered respectively 1, 2, 6, 7, 8, shall cease to be operative as regards the Lands comprised in the said Notice, and the Company may purchase, take, and use such Lands as if the said Agreement had not been made, but in all other respects the said Agreement shall remain in full Force and Effect; but nothing in this Act or the said Agreement contained shall prejudice or affect the Right of the Corporation to certain Dues known as Package Duties.

Confirming Agreement with Corporation of Newcastle.

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

Agreements between the Company and the Corporation.

**15.** The Company and the Corporation from Time to Time may make and carry into effect all such Contracts, Agreements, and Arrangements as they think fit for all or any of the following Purposes, and all incidental Matters; (that is to say,)

The User, Appropriation, and Maintenance by the Company, for the Accommodation of their Traffic or otherwise, of a Portion or Portions of the public Quay of *Newcastle-upon-Tyne*, and of the said Lands adjoining or near thereto, and of the Sheds, Buildings, Lines of Railway, Machinery, Works, and Things by this Act authorized to be constructed, made, and maintained thereon:

The loading and unloading of Goods upon or between the Railway of the Company and the said Quay, and other Works executed under this Act in connexion therewith, or any Part or Parts thereof:

The Conduct, Management, Working, Interchange, Collection, and Direction of the Traffic:

The Costs, Charges, and Expenses of such loading and unloading, Conduct, Working, Interchange, and Collection:

The Payment of Tolls, Rates, and Charges in respect of such Traffic, or of a fixed or variable Rent or Sum in lieu thereof:

The Employment of Officers and Servants for any of those Purposes:

And any such Contract, Arrangement, or Agreement may be and continue for such a Term or Period as shall be mutually agreed upon between the Parties, but shall not have any Operation until the same shall have been approved by the Board of Trade; and if at the Expiration of Ten Years after the making of any such Contract, Arrangement, or Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of such Contract, Arrangement, or Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and such Contract, Arrangement, or Agreement shall be modified accordingly.

Contracts may be renewed with the Approval of the Board of Trade.

**16.** At the Expiration or other sooner Determination of any such Contract, Arrangement, and Agreement the Company and the Corporation may, subject to the Approval of the Board of Trade, enter into a further Contract, Arrangement, or Agreement for all or any of the Purposes aforesaid, provided that before entering into any such further Contract, Arrangement, or Agreement Notice shall be given of the Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in the Town and County of *Newcastle-upon-Tyne*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract, Arrangement, or Agreement, and desiring to object thereto,

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

thereto, may bring such Objections before the Board of Trade, and no such Contract, Arrangement, or Agreement shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade; and provided further, that any such Contract, Arrangement, or Agreement during the Subsistence thereof shall be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the First Contract or Agreement between the Company and the Corporation.

17. The Company may 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 Fifty-six thousand Pounds, in addition to the Sums of Money they are authorized to raise by any of their former Acts, or may be authorized to raise by any other Act to be passed during the present Session of Parliament, and all and every Part of the Money so to be raised shall be applied to the Purposes of the Railways and Works connected therewith by this Act authorized, and to no other Purposes whatsoever.

Power to raise additional Capital.

18. The Monies or Capital so to be raised may be divided into new Shares of any nominal Value, or the same may be raised by new Stock of the Company, and such new Shares or Stock shall be issued and disposed of or distributed, either alone or together with any other Shares or Stock which the Company may be then authorized to raise, and as Part of an aggregate Amount thereof, in such Manner, and (subject to the Provisions of this Act) upon such Terms, and subject to such Provisions and Restrictions, and with such Rights, as any General Meeting of the Company shall from Time to Time direct or authorize or attach thereto, 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, 1845," which are incorporated with this Act shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock, and to the respective Proprietors thereof, from Time to Time 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 or Stock, 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: Provided, that the total Sums to be ultimately paid in respect of such Shares or Stock shall not be less than the nominal Amount thereof respectively.

Additional Capital to be divided into new Shares or Stock.

19. With the Approbation of Three Fifths at least of the Votes of the Proprietors present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, the Company may assign to any new Shares or Stock to be created by virtue of this Act such

Power to assign Preference to new Shares or Stock.

Dividend

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

Dividend not exceeding Five Pounds *per Centum per Annum* in preference to, or so as to rank or be paid *pari passu* with (if so determined), the Dividends upon any other Shares or Stock of the Company (except as in this Act subsequently provided with respect to Shares or Stock theretofore created and issued), as any such Meeting may from Time to Time direct, and may attach to such new Shares or Stock a Condition that the same may be redeemed on such Terms as the Company at the Time of the Creation thereof may determine; and for the Purpose of such Redemption the Company may from Time to Time create and issue new Shares or Stock to an Amount not exceeding the aggregate Amount of the Shares or Stock proposed to be redeemed: Provided that the Company may, subject to the Provisions of this Act, attach to the new Shares or Stock to be created for such Redemption any Rights or Privileges which by this Act they may attach to the Shares or Stock for which such new Shares or Stock are to be substituted, but so that the Dividend payable in respect thereof shall not exceed Four Pounds Ten Shillings *per Centum per Annum*: Provided that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Terms, &c.  
to be stated  
on Certi-  
ficates.

**20.** The Terms and Conditions of such preferential Capital shall be stated on the Certificates of the Shares or Stock therein.

Dividends to  
be a Charge  
against Joint  
Revenue.

**21.** The Dividends payable in respect of any Shares or Stock created under this Act shall, subject to the Proviso next herein-after contained, be a Charge upon and shall be payable out of the joint net Revenue of the Company.

Saving  
Rights of  
Holders of  
existing  
Preference  
Shares.

**22.** Provided always, That any Preference or Priority in the Payment of Interest or Dividends on any Shares or Stock to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares or Stock which shall have been granted by the Company in pursuance of, or which may have been confirmed by, any Act passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Calls.

**23.** Provided also, 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 Money by this Act authorized to be raised, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

**24.** The



*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

24. The Company from Time to Time may raise, by borrowing on Mortgage, any Sums not exceeding in the whole Eighteen thousand six hundred Pounds, in addition to the Sums which they are authorized to borrow under any of the existing Acts of Parliament relating to the Company ; but no Part of such Sum shall be borrowed until Shares or Stock for the whole of the Sum by this Act authorized to be raised by Shares or Stock shall have been taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares or Stock for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares or Stock have been *bonâ fide* taken up, and are held by Persons or their Assigns, and for which such Persons or their Assigns shall be legally liable, and One Half thereof shall have been actually paid up, and such Justice shall grant his Certificate accordingly upon such Evidence as he shall think sufficient, which Certificate shall be sufficient Evidence that the Matters aforesaid have been duly proved, and every Part of the Monies to be raised under this Act by borrowing shall be applied only in carrying into execution the Powers of this Act : Provided always, that all Mortgages created by the Company under the Powers of any of the existing Acts of Parliament relating to the Company, and which shall be subsisting at the passing of this Act, shall have Priority over all Mortgages to be created by the Company under the Powers of this Act.

Power to borrow on Mortgage.

Saving Rights of existing Mortgagees.

25. All the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters ; (that is to say,)

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

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 Remedies of the Creditors of the Company against the Shareholders ;

With respect to the borrowing of Money by the Company on Mortgage or Bond ;

With respect to the Conversion of borrowed Money into Capital ;

With respect to the Consolidation of Shares into Stock ;

With respect to the giving of Notices ; and

With respect to the Provisions to be made for affording Access to the Special Act by all Parties interested ;

[Local.]

39 K

shall,

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

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 apply to the Company and the Shareholders thereof, and to the Capital authorized by this Act.

Rights of new Shareholders to be in proportion to the Value of new Shares or Stock.

**26.** Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, every Person who shall accept or become entitled to any such new Shares or Stock shall in respect thereof be a Shareholder of the Company, and be considered to have subscribed towards the Capital thereof and of the Undertaking to the Extent of the nominal Amount of the Shares or Stock so accepted by him in the Undertaking; and such new Shares or Stock shall, unless otherwise provided by the prescribed Terms of Issue or Creation, confer on the respective Holders or Proprietors thereof Rights of voting and Qualifications in proportion to the aggregate nominal Value of such Shares or Amount of such Stock, and not in proportion to the Number of such Shares, and for such Purposes every entire Sum of Fifty Pounds of such nominal Value of Shares or Amount of Stock shall be equivalent to One Share of Fifty Pounds in the original Capital of the Company; and no Shareholder shall vote in respect of any Number of such new Shares, or any Amount of such new Stock, which shall constitute a less Interest in the Capital of the Company than Fifty Pounds.

Power to take Tolls as in 17 & 18 Vict. c. ccxi. to be taken.

**27.** The Company are hereby authorized and empowered (subject nevertheless to the Provisions contained in this Act, and in "The *North-eastern Railway Company's Act, 1854,*") to demand, receive, and take for or in respect of Passengers, and of the several Articles, Matters, and Things, and of all Descriptions of Animals, conveyed on the Railways firstly and secondly by this Act authorized to be made, and also for the Use of Carriages and Locomotive Engines or other Power supplied by the Company thereon, such and the like Rates, Tolls, or other Charges as by "The *North-eastern Railway Company's Act, 1854,*" are authorized to be demanded and received for the like Passengers, Animals, Articles, Matters, and Things conveyed on their Railways, and for the Use of the like Carriages and Locomotive Engines or other Power supplied by the Company on the same Railways, in like Manner as if the Railways hereby authorized had formed Part of the *North-eastern Railway* when the said last-mentioned Act was passed.

Toll on Railway in Newcastle.

**28.** Provided always, That the Company may demand, receive, and take in respect of Goods, Articles, and Things carried or conveyed on the Railway firstly hereby authorized any Sum not exceeding Sixpence *per Ton* in lieu of other Tolls, Rates, or Charges.

Power to apply Monies raised under

**29.** The Company may appropriate and apply to the Purposes of this Act any of the Monies which, under and by virtue of their existing Acts

or

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

or of any other Act of the present Session of Parliament, they have raised, or are or may be authorized to raise, and which shall not be wanted for the Purposes of those Acts.

existing or future Acts to the Purposes of this Act.

**30.** The Costs of and incident to any Arbitration, or to any Question, Inquiry, Adjudication, Appeal, or other Proceedings in reference to the Purchase or taking of or Compensation to be paid by the Company for any Lands, or in reference to any Matter connected with the Construction of the Railways by this Act authorized, shall, where such Costs exceed Ten Pounds, and in case the Parties shall not agree to the Amount thereof, be taxed and settled by One of the Masters of the Court of Queen's Bench of *England*, on Application made in that Behalf by either Party interested; and the Amount of such Costs when so taxed and settled, together with the Costs of receiving the same, if not paid to the Party entitled thereto within Seven Days after Demand thereof, may be recovered by Distress, as by "The Lands Clauses Consolidation Act, 1845," provided in regard to the Recovery of Costs.

Costs of Arbitrations and Inquiries before Justices to be settled by Master of the Queen's Bench in certain Cases.

**31.** The Company may close the Books kept for entering Memorials of Transfers of Shares and Stock in the Company for a Period not exceeding Twenty-one Days previous to each Half-yearly General Meeting of the Company, and may fix a Day for that Purpose, during which Time the Company shall not be bound to take Notice of any Transfer which shall not have been registered previously to the Day so fixed, and all such Transfers shall, as between the Parties claiming under the same and the Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at the least of the Day on which the said Books will be closed shall be given in some Newspaper published in the Town of *Newcastle-upon-Tyne*, or County of *Durham*, and in the City or County of *York* respectively.

Register of Transfers to be closed for 21 Days prior to Half-yearly Meetings.

**32.** The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls, in conformity with "The Companies Clauses Consolidation Act, 1845."

Interest not to be paid on Calls paid up.

**33.** The Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required

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

to

---

*The North-eastern Railway Company's (Newcastle, &c. Branches) Act, 1863.*

---

to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

**34.** 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 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 maximum Rates of Fares and Charges authorized by this Act, or the Rates for small Parcels.

Expenses of Act.

**35.** All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

---

*The North-eastern Railway Company's (Newcastle, &c. Branches)  
Act, 1863.*

---

## The SCHEDULE referred to in the foregoing Act.

An Agreement made the Sixth Day of May in the Year of our Lord One thousand eight hundred and sixty-three between the Mayor, Aldermen, and Burgesses of the Borough of Newcastle-upon-Tyne (herein-after called the Corporation) of the one Part, and the North-eastern Railway Company (herein-after called the Railway Company) of the other Part. Whereas the Corporation and Inhabitants of the said Borough, being desirous of having a Railway constructed to connect the North-eastern Railway (which passes through the said Borough) with the public Quay at Newcastle, some Time since applied to the Railway Company to undertake the same, which they consented to do on the Understanding, amongst other things, that the Corporation should enter into the Agreements and Arrangements herein-after on their Part contained: And whereas the Railway Company, in pursuance of their Understanding with the Corporation, deposited in the Month of November last with the Clerk of the Peace for the said Borough Plans and Sections, with Books of Reference thereto, of a proposed Line of Railway (herein-after referred to as the Quay Branch) from the Siding Lines of their Railway in the Township of All Saints in the said Borough to the public Quay in the said Township where the same adjoins the North Shore, and the Railway Company have since introduced and are now prosecuting a Bill in Parliament to authorize the Construction of such Line of Railway and all necessary Works and Conveniences in connexion therewith, by which Bill it is proposed, amongst other things, to enable the Railway Company and the Corporation jointly or separately to construct and maintain upon, along, across, and over the public Quay of Newcastle-upon-Tyne, and all or any of the Lands adjoining or near thereto which are delineated on the said deposited Plans and described in the said Books of Reference, all such Sheds, Buildings, Lines of Railway, Sidings, and other Works and Conveniences as might be necessary for the Accommodation, Transit, and Interchange of Traffic upon, along, and over the said Quay and Lands, and from and to the Quay Branch Railway, and from Time to Time to enter into and carry into effect such Contracts and Agreements in relation to any such Matters as they may think fit, provided that no exclusive Right of Use of the said Quay or any Part thereof be thereby conferred on the Railway Company: And whereas the Corporation are or claim to be the Owners of the Lands, Buildings, and Property where the Quay Branch is to terminate, which are delineated on the deposited Plans, and thereon and in the said Books of Reference referred to by the Numbers 72 to 117 both inclusive, and they have agreed that the same shall be applied to and used for the Purposes of the Quay Branch as herein-after mentioned and provided. Now these presents witness, that in consideration of the Premises the said Mayor, Aldermen, and Burgesses do hereby for

[*Local.*]39 *L*

themselves

*The North-eastern Railway Company's (Newcastle, &c. Branches)  
Act, 1863.*

themselves and their Successors covenant, agree, and promise with and to the North-eastern Railway Company and their Successors as follows; (that is to say,)

1. On or at any Time, and from Time to Time as Occasion may require, after the passing into a Law of the said Bill for the Construction of the Quay Branch, the Railway Company may, so far as the Corporation are concerned, enter upon all or such Part as the Railway Company may find necessary of the said before-mentioned Lands, Buildings, and Property of the Corporation, and may pull down and remove such Buildings, and level the Ground and Site thereof, and of the other Lands of the Corporation there, or alter the same as may be necessary and appropriate, and use all or any of the Materials, Soil, and Ground for the Construction of the Quay Branch and the Works thereof, and may from Time to Time construct and maintain upon the Site of the said Buildings, and on other the Lands and Property of the Corporation shown and numbered on the said Plans as aforesaid, or on any Part thereof, such and so many Lines of Railway, Turntables, and other Works, Erections, and Conveniences as the Railway Company think fit, and may enclose the Area or a Part of the Area occupied by such Railway Works by Walls, but in that Case all Inclosure Walls which are intended to be permanent shall be so constructed both as to Strength and otherwise as to allow of the same being carried up by the Corporation for the Support and Use of Warehouses and Offices above and over the Railway Works in case the Corporation think fit to construct any such thereon.

2. The Railway Company and those whom they may authorize shall from Time to Time and at all Times hereafter have the free and exclusive Use for all Purposes in connexion with their Railway and the Traffic thereby of the Lines of Railway, Turntables, and other Railway Works and Conveniences to be constructed as aforesaid by the Railway Company, and of the Surface of the said Land and Ground of the Corporation shown and numbered on the said Plans as aforesaid to the clear Height of Twenty Feet at the least above such Lines of Railway.

3. The Corporation, so far as they lawfully can or may, shall simultaneously with the Completion and Opening for Traffic of the Quay Branch, lay down and construct and for ever thereafter maintain upon and along the public Quay of Newcastle-upon-Tyne a double Line of Railway where practicable, and where not so then a single Line of Railway, and will connect those Lines of Railway with the Quay Branch at or near the Terminus thereof by Junction Lines of Rails to be also for ever thereafter maintained by the Corporation, and shall also from Time to Time construct and maintain on that Part of the said Quay and Street adjoining which is opposite to the intended Terminus of the Quay Branch such cross Lines of Railway as may be found requisite for the Passage of the Traffic between the said Quay and the Quay Branch.

4. The Railway Company shall have the free (but not the exclusive) Right to haul their Railway Waggons and Carriages, laden or unladen, by Horse Power or manual Labour, or both, along and to and from the Rails to be laid down along or across the Quay and Street adjoining, and to load and unload such Waggons and Carriages as Occasion shall require on, to, or from the Quay, or into or from any Vessel lying in the River adjoining the Quay, without any  
Payment

---

*The North-eastern Railway Company's (Newcastle, &c. Branches)  
Act, 1863.*

---

Payment by the Company, but the Corporation being at liberty to make reasonable Charges for the Use of the same Rails by other Parties than the Company.

5. The Lines of Railway to be constructed and maintained by the Corporation shall be constructed and maintained by them in the Course or Direction and Manner to be for that Purpose fixed by and to the reasonable Satisfaction in all respects of the Engineer of the Railway Company and the Engineer of the Corporation for the Time being, or in case of their disagreeing then by or of an Umpire to be from Time to Time agreed upon between such Two Engineers.

6. The Corporation shall not be entitled to any Compensation or Purchase Money or pecuniary Consideration whatever for any of their said Lands, Buildings, and Property, or for the Use thereof, as by this Agreement authorized for the Purposes of the Quay Branch and Works, and shall use their best Endeavours to obtain for the Railway Company Possession of the said Premises when and so soon as required by the latter, but the Railway Company shall pay such Compensation Money or Damages as the Lessees, Tenants, or Occupiers of the said Lands and Premises of the Corporation may be entitled to under the Act of Parliament authorizing the Quay Branch.

7. In case the Railway Company at any Time within Twelve Months from the Opening of the Quay Branch for public Traffic elect to occupy any Portion of the before-mentioned Land and Premises of the Corporation for the Purpose of erecting Warehouses, Offices, or other Buildings over the Quay Branch Railway, the Corporation will allow them so to do, subject to the Payment of such Rent or other Consideration as shall be settled by Arbitration if not agreed upon, and in that Case the Railway Company may construct and maintain on the Land and Premises which they so elect to occupy such Buildings and to such Height as they may think fit, with full Power from Time to Time to pull down or alter such Buildings and erect others in lieu thereof as Occasion may require, and shall and may for ever thereafter use and occupy the Buildings so to be erected either by themselves, their Servants, Agents, or others, for any Purposes whatsoever connected with the Quay Branch and the Traffic thereby.

8. The Corporation reserve to themselves the Right (but subject as hereinbefore mentioned) to erect and maintain over and above the Quay Branch Works and Buildings of the Railway Company, to be placed or erected on the said Lands and Property of the Corporation, such Warehouses, Offices, and Buildings as the Corporation think proper, and to use, let, and occupy the same for any Purpose whatsoever, provided that a clear Height or Space of not less than Twenty Feet shall be left over and above the Rails of the Railway Company, and that such Buildings and Use shall not in any way interfere with the free Use for the Purposes of the Railway Traffic of the Lines of Railway, Works, and Buildings erected by the Railway Company, and in case of any Difference on these Subjects the same shall from Time to Time be settled by the Engineers of the Corporation and the Railway Company or their Umpire.

9. In consideration of the Premises the Railway Company undertake and agree that the said Quay Branch shall be opened for public Traffic within Two Years after the passing of the Act of Parliament authorizing the Construction thereof, but any Default on their Part in this respect is not to prejudice or affect their Rights in every respect under these Presents.

10. Every

---

*The North-eastern Railway Company's (Newcastle, &c. Branches)  
Act, 1863.*

---

10. Every Arbitration under these Presents, and every Dispute in respect of any Question arising between the Parties in reference to the Subject Matter of this Agreement, shall be and is hereby referred to Arbitration as provided by the "Railway Companies Arbitration Act, 1859."

In witness whereof the said Mayor, Aldermen, and Burgesses, and the North-eastern Railway Company, have hereunto affixed their Corporate or Common Seals the Day and Year first before written.

---

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1863.