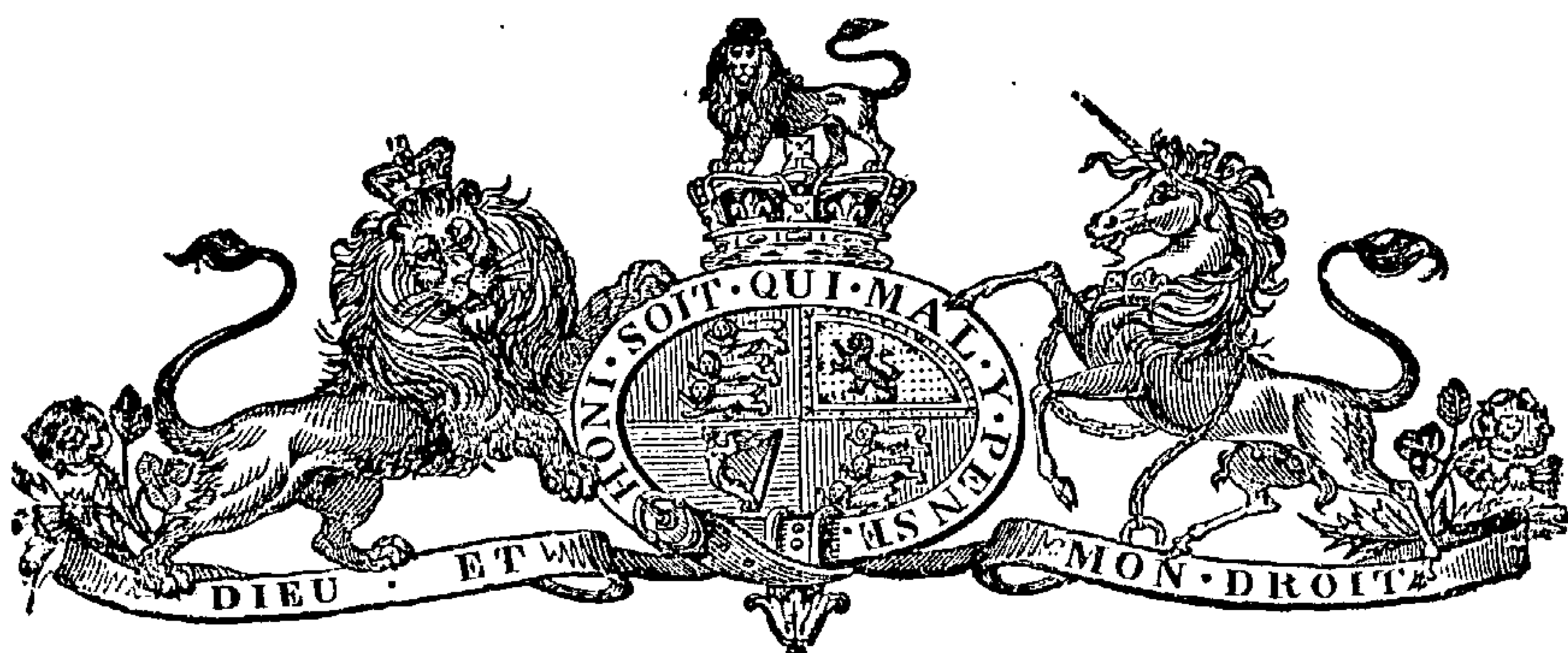




ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. clxxxvi.

An Act to enable the *Solway Junction* Railway Company to make certain Deviations in their authorized Line ; and for other Purposes.

[29th June 1865.]

WHEREAS the *Solway Junction* Railway Company (in this Act called “the Company”) were incorporated by “The *Solway Junction* Railway Act, 1864,” (herein called the recited Act,) and authorized to construct a Railway from the *Caledonian* Railway near *Kirtlebridge* Station to the *Maryport and Carlisle* Railway near *Brayton* Station, with certain Branch Railways in connexion therewith, in the Counties of *Dumfries* and *Cumberland*, and the Company are proceeding to put that Act into execution : And whereas it is expedient that the Company should have Power to make and maintain the Railways herein-after described in substitution for certain Portions of their authorized Line : And whereas for the Purposes of this Act Plans and Sections describing the Line and Levels of the proposed Railways and Works by this Act authorized, and the Lands required or which may be taken for the Purposes thereof, together with Books of Reference to the said Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of those Lands respectively, have been deposited with the Clerk of the Peace for the County of *Cumberland* :

27 & 28 Vict.
c. clviii.

[*Local.*]

29 P

And

Solway Junction Railway (Deviation) Act, 1865.

And whereas it is expedient that some of the Powers and Provisions of the recited Act be amended, extended, and enlarged as herein-after mentioned: And whereas the Purposes of this Act 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, as follows; (that is to say,)

Short Title
of Act.

1. This Act may be cited for any Purpose as "*Solway Junction Railway (Deviation) Act, 1865.*"

8 & 9 Vict.
cc. 18. & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," shall (so far as the Provisions of the same respectively are applicable to the Purposes of and not expressly varied by this Act) be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. The Term "Superior Courts" or "Court of competent Jurisdiction," and any other like Term, in this or the incorporated Acts, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Expression "the Railways" shall mean the Railways and Works by this Act authorized.

Power to
make Rail-
way accord-
ing to depo-
sited Plans.

4. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, according to the Line and Levels defined upon the Plans and Sections and upon the Lands delineated on the Plans and described in the Books of Reference deposited for the Purposes of this Act as aforesaid, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description
of Railway.

5. The Railways by this Act authorized, and all of which will be situate in the County of *Cumberland*, are,

Railway No. 1. A Railway wholly situate in the Township of *Holme East Waver* in the Parish of *Holme Cultram* otherwise *Abbey Holme*, commencing by a Junction with the Railway No. 1. authorized to be made by the recited Act in a Plot of Marsh Land, the Property of *John Wills* and occupied by *William Matthews*, and which is distinguished on the Plans deposited with the Clerk of the Peace for the County of *Cumberland* with
reference

Solway Junction Railway (Deviation) Act, 1865.

reference to the recited Act as No. 91. in the said Township and Parish, and terminating by a Junction with the *Carlisle and Silloth Bay* Railway at a Point Twenty-seven Chains and Seventy Links or thereabouts West of the Mile Post thereon which indicates Twelve Miles from *Carlisle*:

Railway No. 2. A Railway commencing in the Township of *Holme East Waver* in the said Parish of *Holme Cultram* otherwise *Abbey Holme*, by a Junction with the said intended Railway No. 1. in the Occupation Road which leads from *Angerton* to the *Carlisle and Silloth Bay* Railway, and is distinguished on the Plans deposited with the Clerk of the Peace for the County of *Cumberland* with reference to the recited Act by the No. 76. in the same Parish and Township, the said Junction being intended to be at a Point in the said Road Three Chains and Forty Links or thereabouts West of the Place where the Brook commonly known as *Rodding's Gutter* crosses the said Road, and terminating in the Township of *Holme Abbey* in the same Parish at a Point Sixty Links or thereabouts East of the South End of the Bridge which carries the *Carlisle and Silloth Bay* Railway over the River *Waver*, which Bridge is situate at about Eight Chains and a Quarter South of the Mile Post on the last-mentioned Railway indicating Sixteen Miles from *Carlisle*:

Railway No. 3. A Railway commencing by a Junction with the said intended Railway No. 2. in the said Township of *Holme Abbey* and Parish of *Holme Cultram* otherwise *Abbey Holme*, at the Point above described as the Point of Termination of the said intended Railway No. 2., and terminating in the Township of *Aspatria with Brayton* in the Parish of *Aspatria* by a Junction with the *Maryport and Carlisle* Railway at a Point Sixteen Chains and a Half or thereabouts East or North-east of the *Brayton* Station thereon:

Railway No. 4. A Railway wholly situate in the Township of *Holme Abbey* in the Parish of *Holme Cultram* otherwise *Abbey Holme* aforesaid, and commencing by a Junction with the said intended Railway No. 3. in a Field the Property of Mr. *Robert Losh* and occupied by *Thomas Little*, at a Point Nine Chains or thereabouts North of the Junction of a Mill Stream, the Property of Mr. *Richard Jackson*, with the River *Waver*, and Four Yards or thereabouts from the West Bank of the River *Waver*, and terminating by a Junction with the *Carlisle and Silloth Bay* Railway at a Point Twelve Chains and a Half or thereabouts North-east of the *Abbey* Station thereon:

Railway No. 5. A Railway wholly situate in the Parish of *Bromfield*, and commencing by a Junction with the said intended Railway No. 3. in the Township of *Langrigg-with-Mealrigg* in that Parish in a Field in the Occupation of *Thomas Varty* distinguished

Solway Junction Railway (Deviation) Act, 1865.

tinguished on the Plans deposited with the Clerk of the Peace for the County of *Cumberland* with reference to the recited Act as No. 5. in the said Township and Parish, and terminating by a Junction with the *Maryport and Carlisle* Railway in the Township of *Bromfield Crookdale* and *Scales* in the same Parish, at a Point One Chain or thereabouts East of the Quarter-mile Post on that Railway indicating Ten Miles and Three Quarters from *Maryport*.

Inclinations of Roads.

6. In carrying the Roads numbered as follows on the deposited Plans over or under the Railways, the Company may make the Inclination of the Roads such or not steeper than as follows; (that is to say,)

Railway.	No. on Plan.	Parish.	Description of Road.	Rate of Inclination.
Railway No. 3.	133	Bromfield -	Turnpike Road -	1 in 15.
Railway No. 3.	{ 1 145	Aspatria - Bromfield -	} Public Road -	1 in 15.

Powers for compulsory Purchases limited.

7. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of the recited Act.

Limiting Time for Completion of Railways.

8. The Railways authorized by this Act shall be completed within Four Years from the passing of the recited Act; and upon the Expiration of such Period all the Powers by this Act granted for making the said Railways shall cease to be exercised, except as to so much thereof as shall then be completed.

Abandonment of Part of authorized Works.

9. The Company shall abandon and relinquish the Construction of the whole of the Railway by the recited Act authorized to be made, and therein distinguished as Railway No. 5., and also so much of the said authorized Railway No. 1. as was proposed to be situate between the above-described Point of Commencement of the said intended Railway No. 1. and the above-described Termination of the said intended Railway No. 3.

Compensation to be made where Contracts have been entered into or Notice given.

10. In every Case in which before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were by "The *Solway Junction* Railway Act, 1864," empowered to purchase for the Purpose of constructing the Portion of Railway so authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of or

Solway Junction Railway (Deviation) Act, 1865.

or other Persons interested in such Lands full Compensation for all Injury or Damage sustained by such Owners or Occupiers and other Persons by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands to be taken under the Provisions thereof: Provided also, that nothing herein contained shall prejudice or affect the Right of the Owners or Occupiers of any Lands which the Company were so empowered to purchase as aforesaid to recover from the Company Compensation for any Damage which may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Railways Clauses Consolidation Act, 1845," contained.

11. The Provisions of Section Thirty-one of the recited Act with respect to the Deposit and Bond for securing the Completion of the Railway by that Act authorized shall be read and have effect as if the Railways by this Act authorized had originally been Part of the Line of Railway by the recited Act authorized, and as if the Railway and Portion of Railway by this Act required to be abandoned had not originally been Part of the Railway by the recited Act authorized.

Sect. 31. of recited Act to be applicable to deviated Railway.

12. The Lands and Property from Time to Time acquired by the Company under this Act, and the Railways and Works by this Act authorized, shall for all Purposes of Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking, Railway, Works, and Property of the Company as if the Company had by the recited Act been authorized to acquire, make, and maintain the same.

Deviation to form Part Company's Undertaking.

13. The Company may apply any Monies raised or to be raised by them under the recited Act to the Purposes of this Act.

Application of authorized Funds.

14. It shall be lawful for the Company, but by Agreement only, to use the Stations, Sidings, Platforms, Water, Watering Places, Machinery, Works, and Conveniences of the *Maryport and Carlisle* Railway Company at *Brayton*, and also, but by Agreement only, to run over, use, or work with the Engines and Carriages of the Company, and for all Purposes, the Railway of the said *Maryport and Carlisle* Railway Company between the Points of Junction therewith of the said intended Railways Nos. 3. and 5. and the said *Brayton*

Company to use Brayton Station and Portion of Line of Maryport and Carlisle Railway.

[*Local.*]

29 Q

Station,

Solway Junction Railway (Deviation) Act, 1865.

Station, and that upon Payment of such Tolls, Rates, and Charges as may be agreed upon between the Company and the *Maryport and Carlisle* Railway Company.

Power to
Company to
use Por-
tions of the
Railway
of the Glas-
gow and
South-
western
Railway
Company.

15. It shall be lawful for the Company to use the Station, Sidings, and Platforms, Water, Watering Places, Machinery, Works, and Conveniences of the *Glasgow and South-western* Railway Company at *Annan*, and to run over, use, and work with the Engines and Carriages of the Company, and for all Purposes, so much of the Railway of the *Glasgow and South-western* Railway Company as may be necessary for the Use by the Company of the Stations, Sidings, and Platforms aforesaid, and with Power also to the Company to appoint their own Agents, Servants, and Booking Clerks at the said Station, and that upon Payment of such Tolls, Rates, Rent, and Charges as, in default of Agreement, shall be determined by the Board of Trade, but subject nevertheless to the Byelaws of the *Glasgow and South-western* Railway Company for the Time being in force.

Power to
Glasgow and
South-
western
Railway
Company to
use Part of
the Rail-
ways of the
Company.

16. It shall be lawful for the *Glasgow and South-western* Railway Company to run over, use, and work with the Engines and Carriages of that Company, for all Purposes, the authorized Railway of the Company at *Annan*, distinguished in "The *Solway Junction* Railway Act, 1864," as Railway No. 3., with the Stations, Sidings, and other Conveniences connected therewith, and that upon Payment of such Tolls, Rates, Rent, and Charges as, in default of Agreement, shall be determined by the Board of Trade, but subject nevertheless to the Byelaws of that Company for the Time being in force.

Confirming
Agreement
with the
North
British
Railway
Company.

17. The Articles of Agreement between the Company and the *North British* Railway Company are hereby confirmed, and the said Agreement is set forth in the Schedule to this Act, and shall have as full Force and Effect upon the Two Companies respectively as if the same were particularly set forth and expressed in this Act.

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

18. The Company shall not, out of any Money by any Act relating to them authorized to be raised for the Purposes of such Act, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect to any Application to Parliament for the Purpose of obtaining an Act authorizing them to construct any Railway, or to execute any other Work or Undertaking.

Railway not
exempt from
Provisions of

19. Nothing in this Act shall exempt the Railways by this or the recited Act authorized, or the Company, or any other Company, from

Solway Junction Railway (Deviation) Act, 1865.

from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, nor from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Tolls for small Parcels, authorized by this or the said recited Act.

present and
future
General
Acts.

20. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
the Crown.

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

Expenses of
Act.

Solway Junction Railway (Deviation) Act, 1865.

The SCHEDULE referred to in the prece ding Act.

THIS AGREEMENT made and executed by and between The North British Railway Company, incorporated by Act of Parliament, of the First Part, and The Solway Junction Railway Company, incorporated by Act of Parliament, of the Second Part,

Whereas in the last Session of Parliament the North British Railway Company promoted "The North British Railway (Abbey Holme Branch) Act, 1864," and the Provisional Directors of the then projected and since incorporated Solway Junction Railway Company promoted "The Solway Junction Railway Act, 1864," and an Agreement dated the 25th Day of April 1864 was then entered into in Writing by the North British Railway Company and the Provisional Directors of the Solway Junction Railway Company, with the view to avoiding the Expense of a Parliamentary Contest for the procuring the Insertion in their respective Acts of the respective Clauses of Suspension herein-after mentioned, and to the further Effect set forth in the First Article of these Presents, and to the further Effect that, if necessary, as soon as the said Acts should have been obtained the said Agreement should be ratified, or a new Agreement in similar Terms executed, by the Parties hereto under their Common Seals :

And whereas by "The North British Railway (Abbey Holme Branch) Act, 1864," the First Party are authorized to make a Railway from the Carlisle and Silloth Bay Railway in the Parish of Holme Cultram to the Maryport and Carlisle Railway in the Parish of Wigton, all in the County of Cumberland, which Act (in accordance with the said Agreement) contains a Clause (Section 20) suspending the Construction of the Railway by that Act authorized until the next Session of Parliament which will be in the Year 1865, and revoking the Powers of that Act in case the new Line of Railway mentioned in the First Article of these Presents shall be authorized by Parliament in that Session, and constructed within Twelve Months after the passing of the Act for authorizing the same :

And whereas by "The Solway Junction Railway Act, 1864," the Second Party are incorporated and authorized to make a Railway from the Caledonian Railway near Kirtlebridge Station to the Maryport and Carlisle Railway near Brayton Station, with Branch Railways in connexion therewith, in the Counties of Dumfries and Cumberland, and for other Purposes, which Act (in accordance with the said Agreement) contains a Clause (Section 32) suspending until the Expiry of the Session of Parliament in 1865 the Construction of so much of the Railway No. 1. by that Act authorized as lies between the Point near Kirkbride where the same crosses the North British (Silloth) Railway and a Point near High Scales on the said Railway No. 1.: Now these Presents witness, that in implement and pursuance of the above-mentioned Sections of the said Acts, and in accordance with the said recited Agreement, the Parties hereto have agreed with and bind and oblige themselves to each other as follows; viz.,

First. The Second Party shall apply to Parliament in the Session (1865) for an Act authorizing the Construction of a new Railway and Branches in lieu

Solway Junction Railway (Deviation) Act, 1865.

lieu of the said Portion of their Railway No. 1. the Construction of which is suspended as aforesaid, which new Line of Railway and Branches are to be laid out in the Direction shown by the full Line A, F, C, and by the Branch Lines A, G, E, F, and C, D, on the Map signed by the respective Engineers of both Parties as relative to the said Agreement dated Twenty-fifth April Eighteen hundred and sixty-four, or as near thereto as may be.

Secondly. Through Rates and Fares over the Railways of the Second Parties and the North British Railway shall be fixed by the North British Railway Company for Traffic between Annan and Stations on the North British Railway, and between the Junction or Junctions of the Railways of the Second Parties with the Maryport and Carlisle Railway and Silloth, for Mineral Traffic, but in no Case further than as regards the Traffic of the Solway Junction Railway Company and the North British Railway Company; and the Revenue accruing from such Through Rates and Fares shall be divided between the Two Companies as follows; namely, in respect of the Traffic between the Junctions of the Railways of the Second Parties with the Maryport and Carlisle Railway and Silloth, and of the Traffic between Annan and other Stations on the North British Railways South of and inclusive of Newcastleton, such Revenue shall be divided by Mileage after Deduction of Clearing House Terminals, or, in the Option of either Party, such Terminals as may be fixed by an Arbiter to be appointed by the Board of Trade on the Application of either Party, and in respect of Traffic from and to North British Stations lying North of Newcastleton to and from Annan, such Revenue shall be divided in such Proportions as may be agreed upon between the said Companies, or as, in case of Difference, may be settled by an Arbiter to be appointed by the Board of Trade in manner aforesaid: Provided always, that the Rates so fixed by the North British Company may be used and applied by the Solway Junction Company with reference to Traffic within the Limits to which these Rates apply.

Thirdly. The North British Railway Company shall have Running Powers and every necessary Facility for exercising the Running Powers over the Railways of the Second Parties hereto between Port Carlisle and Annan and Annan Waterfoot in respect of and as may be necessary for the Traffic before mentioned in Article Second hereof, and shall also have like Powers and Facility over the said new Railway and Branches to be promoted by the Second Parties hereto under Article First hereof from their Junctions with the Maryport and Carlisle Railway to the Point of Junction with the North British Abbey Holme and Leegate Branch, or Silloth Railway, at or near Abbey Holme, in respect of Mineral Traffic to Silloth, and Allowance to the First Party shall be made therefor out of the Mileage Revenue accruing under the Second Article hereof to the Solway Junction Company, such Allowance to be agreed upon, or, in case of Difference, to be fixed by an Arbiter to be appointed in manner aforesaid; such Running Powers shall be exercised under the Regulations of the Solway Junction Company, but with Power to the Board of Trade, on Complaint of the North British Company that such Regulations are unreasonable with reference to the Character of the Traffic to be carried by the respective Companies, to modify and alter such Regulations and substitute others for them.

Fourthly. The North British Railway Company shall be allowed to appoint their own Carters at Annan and Annan Waterfoot, and shall be paid for Cartage performed by such Carters out of the Terminals accruing to the

Solway Junction Railway (Deviation) Act, 1865.

Solway Junction Railway Company when Goods are carried at carted Rates, as may be agreed upon, or, in case of Difference, as may be fixed by an Arbiter to be appointed in manner aforesaid.

Fifthly. The North British Railway Company shall not object to Facilities similar to those hereby secured to them being given to any other Railway Company over the Railways of the Second Parties.

Sixthly. In the Act to be applied for by the Second Parties under Article First hereof, Provisions shall be inserted carrying out as far as possible this Agreement in all respects, and, if necessary, this Agreement shall be scheduled and appended to the said Act.

Seventhly. No Opposition shall be offered by the First Parties to the Act to be applied for by the Second Parties under Article First hereof, and both Parties consent to the Registration hereof for Preservation and Execution.

In witness whereof the Parties have hereunto affixed their respective Corporate Seals (these Presents being written on this and the Two preceding Pages of stamped Paper by Robert Dalziel Hislop, Clerk to Messieurs Dalmahoy, Wood, and Cowan, Writers to the Signet, Edinburgh), as follows; videlicet, the said North British Railway Company have affixed their Corporate Seal, attested by James Nairne, Secretary of the said Company, at Edinburgh, the Ninth Day of February Eighteen hundred and sixty-five, in Presence of David Crabb and William Russell Hamilton, both Clerks in the Office at Edinburgh of the said North British Railway Company; and the said Solway Junction Railway Company have affixed their Corporate Seal, attested by Alexander Brogden, Chairman of Directors of the said Company, at Whitehaven, the Twenty-first Day of February and Year last mentioned; in Presence of Charles Tahourdin, Solicitor, residing at Watford in the County of Hertford, and Alexander Downie, Town Clerk of Annan.

DA. CRABB, Witness.

W. R. HAMILTON, Witness.

L.S.

J. NAIRNE, Secretary, North British
Railway Company.

CHAS. TAHOURDIN, Witness.

ALEX. DOWNIE, Witness.

L.S.

ALEX. BROGDEN, Chairman, Solway
Junction Railway Company.

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