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*Railway Act, 1875.*



### CHAPTER cxci.

An Act to authorise the Whitehaven, Cleator, and Egremont Railway Company to make a branch to Gilgarran, and a deviation at Frizington, in the County of Cumberland, and other works; to raise further capital; and for other purposes. A.D. 1875.  
[2d August 1875.]

WHEREAS by the Whitehaven, Cleator, and Egremont Railway Act, 1854, the Whitehaven, Cleator, and Egremont Railway Company (herein-after called "the Company") were incorporated for making a railway from the Whitehaven and Furness Junction Railway near Whitehaven to the town of Egremont in the county of Cumberland, with a branch therefrom to Frizington in the same county: 17 & 18 Vict.  
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And whereas it is expedient that the Company should be empowered to make and maintain the railway and deviation, and other works by this Act authorised:

And whereas the Company have expended the amount of their authorised capital for the purchase of land and in the execution of the works of their undertaking, and have further incurred certain liabilities for such purposes:

And whereas it is expedient that the Company should be authorised to raise further moneys as well for the purposes of this Act as for the payment and discharge of the said liabilities, and for the general purposes of their undertaking:

And whereas it is expedient that working agreements and arrangements as to traffic and tolls, and as to the user by the Company of parts of the Furness Railway, should be authorised to be entered into between the Company and the Furness Railway Company:

And whereas it is expedient that other provisions should be made with respect to the Company:

And whereas plans and sections showing the lines and levels of the branch railway authorised by this Act, and also books of reference, containing the names of the owners and lessees, or reputed

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A.D. 1875. owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Cumberland, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

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 :

Short title. 1. This Act may be cited as "The Whitehaven, Cleator, and Egremont Railway Act, 1875."

Provisions of certain general Acts incorporated. 2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ; The Railways Clauses Consolidation Act, 1845 ; Parts I. and III. of the Railways Clauses Act, 1863 ;

The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters ; (that is to say,)

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions, and the means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of borrowed money into capital ;

The consolidation of shares into stock ;

The giving of notices ; and,

The provision to be made for affording access to the special Act by all parties interested ;

Parts I., II., and III. of the Companies Clauses Act, 1863, and the Companies Clauses Act, 1869 ;

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Whitehaven, Cleator,



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and Egremont Railway Company; the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking of the Company; and for the purposes of this Act the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

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4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

Power to  
make railway  
according to  
deposited  
plans.

The railway herein-before referred to and authorised by this Act is,—

A branch railway (two miles six furlongs and one hundred and eighty-two yards in length) commencing by a junction with the existing railway of the Company in the parish of Dean in the county of Cumberland at a point in the said parish nineteen chains or thereabouts, measured in a westerly direction, from the centre of the bridge which carries the line of the Company's railways over the public road at or near to the Ullock Station of the Company in the said parish, and terminating west of the village of Gilgarran, in the parish of Distington in the said county, at a point seven chains and ten yards or thereabouts, measured in a north-easterly direction, from a certain coal-pit of the Gilgarran Coal Company called No. 2 pit, situate in a field numbered 354 on the Ordnance map of the said parish of Distington.

5. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may enter upon, take, and use for the purposes of their undertaking the lands herein-after described, which are delineated upon the deposited plans and described in the deposited books of reference; (that is to say,)

Power to  
purchase  
additional  
lands.

Certain pieces of land situate in the parishes of Dean and Arlecdon, or one of them, in the said county abutting west upon the railway of the Company at or near their Wright Green Station in the said parishes;

Also certain pieces of land situate in the parishes and townships of Lamplugh, Winder, Arlecdon, and Frizington, or some of

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them, in the said county, abutting east and west upon the railway of the Company, at or near their Yeathouse Station ;  
Also certain pieces of land situate at Frizington in the said parish of Arlecdon, on the northerly side of the existing railway and property of the Company, at or near to their Frizington Station, for the purpose of making a new road and approaches to such station ;

Also certain pieces of land situate in the township of Hensingham and parish of Saint Bees in the said county, partly on the south-west and partly on the north-east side of the existing railway of the Company, and at or near the junction thereof with the Furness Railway at Mirehouse in the said township of Hensingham, for the purpose of providing further accommodation and approaches to the railway of the Company at Mirehouse aforesaid ;

And the Company may make, enlarge, and maintain additional approaches and new roads to their existing railway, and to the stations and depôts thereof, situate at Frizington, Yeathouse, Wright Green, and Mirehouse Junction in the said parishes and townships of Dean, Lamplugh, Winder, Arlecdon, Frizington, Saint Bees, and Hensingham respectively, and may provide all necessary works and conveniences in connexion therewith.

Power to  
make deviation at  
Frizington.

6. Whereas since the deposit of the Bill for this Act a partial subsidence of land has taken place on the existing railway of the Company at Frizington, and in order to prevent danger to the public in travelling over such part of the railway, which part is represented to be insecure, it is expedient that the Company should be empowered to make the deviation herein-after mentioned :

And whereas a plan and sections showing the line and levels of such deviation have been produced to and signed by Basil Thomas Woodd, Chairman of the Committee of the House of Commons to whom the Bill for this Act has been referred, and the same, together with a book of reference thereto, have been deposited in the Private Bill Office of that House :

Be it enacted, that the Company may make and maintain, in the line and according to the levels shown on such plan and sections, the deviation railway herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said last-mentioned plan and described in such last-mentioned book of reference as may be required for that purpose.

The deviation railway above referred to and hereby authorised is—



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A railway, 47 chains in length or thereabouts, commencing at and by a junction with the existing railway of the Company in the parish of Arlecdon in the county of Cumberland, at a point in the said parish 16 chains or thereabouts, measured in a westerly direction, from the centre of the bridge which carries the said railway over the public road near to the passenger station of the Company at Frizington in the same parish, and terminating by a junction with the existing railway of the Company at a point 22 chains or thereabouts, measured along the existing line of such railway, in an easterly direction from the said bridge, and which deviation railway will be wholly situate in the said parish of Arlecdon. A.D. 1875.

7. The Company shall within three months after the passing of this Act deposit at the office of the clerk of the peace for the said county of Cumberland and with the parish clerk of the said parish of Arlecdon a plan and sections, and a book of reference to such plan, of the said deviation railway, describing the lands required or which may be taken for the purposes of such deviation railway and works, and the said clerk of the peace and parish clerk respectively shall receive and hold the same plans, sections, and books of reference respectively, and permit inspections thereof, and such clerk of the peace shall give certified copies of or extracts from the same, or of any alteration or correction thereof, as provided by the Railways Clauses Consolidation Act, 1845, incorporated with this Act. Plan as authenticated to be deposited with the clerk of the peace and parish clerk.

8. The quantity of land to be taken by the Company by agreement in connexion with their undertaking for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed two acres. Lands for extraordinary purposes.

9. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act. Powers for compulsory purchases limited.

10. The Company shall within one year after the passing of this Act give notice to John Postlethwaite, his heirs or assigns, stating the whole quantity of his land which the Company may require to take and purchase under the provisions of this Act; and on or before the completion of the works by this Act authorised within such land, the embankment on the land so acquired shall be constructed with a slope of one in three, and such slope shall be properly soiled to a depth of one foot and sown with permanent grass seeds, and shall be fenced off by a suitable upright iron fence, and such fence shall be erected on the top of the slope and continued thereon to Provision as to acquisition and user of land at Mirehouse.

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the extent of the land which may be so taken, and the user of the slope for pasture and for planting trees and evergreen shrubs of an ordinary description on the east side of the fence shall be enjoyed and exercised by the said John Postlethwaite, his heirs and assigns, as owners and occupiers of the estate called Hollins, and all such trees and shrubs which shall be so planted shall be the property of the said John Postlethwaite, his heirs and assigns, who shall have all proper powers for cutting down, thinning, and replanting the same as he or they may think fit: Provided that he and they shall not do or cause to be done any act or thing on or by reason of such user of the said slope which may interfere with the security and working of the railway and works of the Company.

Power to  
take ease-  
ments, &c. by  
agreement.

**11.** Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Period for  
completion  
of works.

**12.** If the railways by this Act authorised are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Imposing  
penalty un-  
less line be  
opened.

**13.** If the Company fail within the period limited by this Act to complete the railways by this Act authorised, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, or by the solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account



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opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Court of Chancery in England in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; 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 was prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portions thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Providing for application of penalty in compensation to parties injured.

15. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them which have not yet been applied

Extending time for sale of certain superfluous lands.

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A.D. 1875. to the purposes of the Company, or sold or disposed of by them, in the parishes following; (that is to say,)

Saint Bees,	Lamplugh,
Egremont,	Dean,
Cleator,	Brigham, and
Arlecdon,	Workington,

all in the county of Cumberland,

for the periods following; (that is to say,) as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of five years from the passing of this Act, and as regards the other of the said lands for the period of two years from the passing of this Act:

But the Company shall, at the expiration of such respective periods of five years and two years, sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

Power to raise additional capital.

**16.** The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital not exceeding in the whole forty-eight thousand pounds, by the issue at their option of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid up in respect thereof.

Except as otherwise provided, new shares or stock to be subject to the same incidents as other shares or stock.

**17.** Except as by this Act otherwise provided, the capital in new shares or stock created by the Company under this Act, and the new shares or stock therein, and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description, and the new shares or stock were shares or stock in that capital. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

**18.** Every person who becomes entitled to new shares or stock shall, in respect of the same, be a holder of shares or stock in the Company, and shall be entitled to a dividend with the other holders of shares or stock of the same class or description, proportioned to



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the whole amount from time to time called and paid on such new shares, or to the whole amount of such stock, as the case may be. A.D. 1875.

19. Subject to the provisions of any Act already passed, by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

New shares or stock raised under this Act and any other Act may be of same class.

20. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt clause in case of persons not sui juris.

21. The Company may, in respect of the additional capital of forty-eight thousand pounds which they are by this Act authorised to raise from time to time, borrow on mortgage any sum not exceeding in the whole sixteen thousand pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Power to borrow on mortgage.

22. The several clauses in the existing Acts of the Company, whereby the mortgagees of the Company are empowered to appoint a receiver, are hereby repealed, but without prejudice to any appointment heretofore made or any proceedings now pending.

Repeal of previous powers to appoint a receiver.

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Arrears may  
be enforced  
by appoint-  
ment of a  
receiver.

**23.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing  
mortgages  
to have  
priority.

**24.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages, have priority over any mortgages to be granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture  
stock.

**25.** The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application  
of moneys.

**26.** All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied exclusively for the purposes authorised by this Act and any other Act relating to the Company, and for the payment and discharge of the said liabilities of the Company, and for the general purposes of their undertaking.

Tolls and  
maximum  
charges.

**27.** The Company from time to time may demand and take, in respect of the railways by this Act authorised, for all passengers, animals, and things conveyed thereon, and for carriages, waggons, and trucks respectively conveying the same, and for locomotive engines or other power, and for all services performed by the Company thereon, and for all other matters and purposes whatsoever with respect to the traffic thereon, a like amount of tolls, fares, rates, and charges as by the said recited Act the Company are authorised to demand and take in respect of the railways thereby authorised, and for the like traffic and services, and in like manner, and with and subject to the like powers and provisions in all respects as if the railways by this Act authorised had been part of the Company's original undertaking: Provided always, that the maximum charges to be taken by the Company upon, for, or in respect of the railways hereby authorised shall not exceed those limited by the said Act and this Act.



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**28.** The Company on the one hand and the Furness Railway Company (herein-after called the Furness Company) on the other hand, may, subject to the provisions of Part III. of The Railways Clauses Act, 1863, as amended by the Regulation of Railways Act, 1873, from time to time enter into any agreement or agreements with respect to the following purposes, or any of them; (that is to say,)

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Power to enter into traffic arrangements with Furness Railway Company.

The use by the Company of all or any part of the railways of the Furness Company which are or shall be situate in the county of Cumberland, or any of them, and the use of the works and conveniences belonging thereto respectively :

The conveyance by the Company of the whole or any part of the traffic upon the said last-mentioned railways respectively :

The fixing of the tolls, rates, and charges to be levied or taken by the said Companies in respect of the traffic conveyed over their several railways, or any part thereof respectively, not exceeding the maximum tolls, rates, and charges authorised by the Acts of Parliament relating to such railways respectively :

The collection, taking, and levying of the said tolls, rates, and charges.

**29.** During the user by the Company of the Furness Railway, the rates and charges for a less distance than four miles partly upon the said railway and partly on the railway of the Company shall be once only for four entire miles, in the same manner as if the two railways formed one continuous line of railway.

Charge for short distances.

**30.** And whereas an agreement dated the thirtieth day of December one thousand eight hundred and seventy-four, has been made and entered into between the Company and the Furness Company, being an agreement with respect to traffic and working arrangements, a copy of which agreement is set forth in the schedule to this Act annexed, and it is expedient that the said agreement be confirmed: Therefore the said agreement, a copy of which is set forth in the said schedule to this Act, is hereby declared valid, and the same is hereby ratified and confirmed, and declared to be binding on the said Companies respectively.

Confirmation of agreement.

**31.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made, as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not to be paid on calls paid up.

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Deposits for  
future bills  
not to be  
paid out of  
capital.

**32.** The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railway not  
exempt from  
provisions of  
present and  
future general  
Acts.

**33.** Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or 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 or alteration under the authority of Parliament of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Agreement of  
10 May 1866  
between  
London and  
North-western  
Company and the  
Company to  
apply to the  
railways of  
this Act.  
Expenses  
of Act.

**34.** The heads for an agreement between the London and North-western Railway Company of the one part and the Company of the other part, dated the tenth day of May one thousand eight hundred and sixty-six, scheduled (A.) to and confirmed by the London and North-western Railway (Cockermouth and Workington Railway Transfer) Act, 1866, shall apply to and include the railways by this Act authorised.

**35.** All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.



SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the thirtieth day of December A.D. 1875.  
one thousand eight hundred and seventy-four between the  
Furness Railway Company, herein-after called "the Furness  
Company," of the one part, and the Whitehaven, Cleator, and  
Egremont Railway Company, herein-after called "the Cleator  
Company," of the other part.

WHEREAS by articles of agreement dated the thirteenth of November one thousand eight hundred and fifty-six, and made between the Whitehaven and Furness Junction Railway Company and the said Cleator Company, amongst other things, it was agreed that the Whitehaven and Furness Company should, on or before the thirty-first day of December then next, construct railway sidings and works adjoining their line of railway near Corkickle in the township of Preston Quarter, as shown upon a plan marked A. prepared by Mr. Drane, civil engineer, and identified by the respective signatures of the Right Honourable the Earl of Lonsdale and Anthony Benn Steward, Esquire, (the chairmen for the time being of the respective companies,) for facilitating the interchange of traffic and the conveyance of goods and passengers to and from the Whitehaven, Cleator, and Egremont Railway (herein-after called the Cleator Railway), and should purchase such additional land as might be required for the construction of such sidings and works, and should also maintain and keep the same in proper repair and working order, and that the Cleator Company should pay to the Furness Company the sum of two thousand pounds towards the cost of the permanent-way materials then already provided and used in the construction of a second line of rails on the Whitehaven and Furness Junction Railway between the terminus of the Cleator Railway near Mirehouse and the Whitehaven Tunnel, and towards the cost of executing the intended sidings and works as shown on the said plan at and near the Corkickle Station :

And whereas the said agreement was duly sanctioned by the Board of Trade and the said sidings and works were completed and sanctioned for opening by the Board of Trade, and the sum of two thousand pounds was duly paid by the Cleator Company to the Whitehaven and Furness Company :

And whereas further articles of agreement dated the fourteenth day of November one thousand eight hundred and sixty-four were entered into between the Whitehaven and Furness Company and the Cleator Company for regulating certain tolls and charges, and respecting traffic and working arrangements, for the term of ten years, and such agreement was confirmed by "The Whitehaven and Furness Junction Railway Act, 1865," and was therein fully set forth as Schedule A. :

And whereas another agreement, dated the fourteenth of November one thousand eight hundred and sixty-four, respecting tolls on iron ore, stone, lime, and coal for a term of twenty-one years, was entered into, and the same was confirmed by the said recited Act of one thousand eight hundred and sixty-five (section 39), and was therein fully set forth as Schedule B :

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And whereas by the Furness Railway (Whitehaven Amalgamation) Act, 1866, the Whitehaven and Furness Junction Railway Company was merged in and amalgamated with the Furness Railway Company, and as a separate Company was thereby dissolved :

And whereas the Cleator Company and the Furness Company have mutually agreed to enter into a further agreement, to continue for the term of five years, as follows, but without affecting any of the provisions and stipulations contained in the last-mentioned agreement :

Now these presents witness, that it is hereby covenanted and agreed by and between the said Companies parties hereto, for themselves respectively and their respective successors and assigns, as follows :

1. That the Cleator Company shall pay to the Furness Company the sum of twenty pounds per annum, by even and equal half-yearly payments, on the thirtieth day of June and the thirty-first day of December in each year during the term of five years from the first day of January one thousand eight hundred and seventy-five, towards the cost of maintaining the sidings, lines, and works shown on a plan marked B. coloured yellow and red, and identified by the signatures of the secretaries of the respective companies, and that in consideration of such annual payment of twenty pounds the Furness Company agree and undertake from time to time and at all times during the said term of five years, to keep the said sidings, lines, and works in good and sufficient repair.

2. That in case any additional works or any signals not shown on the said plan marked B. shall be required by the Board of Trade within the limits of the railways as defined on the said plan, such additional works or signals shall be executed or provided by the Furness Company, but the cost thereof shall be borne and paid by the parties hereto in the following proportions, namely, two thirds of such cost and expense by the Cleator Company, and the remaining third by the Furness Company, and the expense of maintaining the same during the said term of five years shall be borne and paid by the said Companies parties hereto in equal proportions.

3. That the expense of employing signalmen and switchmen within the limits last mentioned shall be jointly borne and paid by the said Companies in equal proportions.

4. That subject to the conditions and stipulations herein contained, the Cleator Company and their officers and servants shall, with engines, carriages, and other necessary means, have full power and authority to pass over and have the use of the lines of railway, sidings, and works distinguished and referred to respectively by yellow and red colours on the said plan marked B., and the several approaches, watering places, tanks, and conveniences belonging thereto, for the purposes of the Cleator Company and for the conveyance of goods and passengers to and from the same, for the term of five years, to commence on and be computed from the first day of January one thousand eight hundred and seventy-five, but without prejudice to the use and occupation of the same lines, sidings, works, approaches, watering places, tanks, and conveniences respectively by the Furness Company and their officers and servants, with engines, carriages, and other necessary means for all purposes connected with their railway and the traffic thereof, and also without prejudice to the general rights and powers of the Furness Company in respect of the tolls and charges



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payable to them for all goods and passengers conveyed upon the said lines of railway: Provided always, nevertheless, that such use and occupation, rights and privileges as last above reserved shall not at any time or in any manner, during the continuance of the said term of five years, be permitted or suffered to interfere with, interrupt, or hinder the traffic and other arrangements of the Cleator Company.

5. That in case the parties hereto shall not at the expiration of the said term of five years mutually agree upon terms for the renewal and continuance of arrangements between them for the use by the Cleator Company of the lines of rails, sidings, and works mentioned in the fourth clause during a further term, then the Furness Company shall pay to the Cleator Company the sum of five hundred and sixty pounds in full satisfaction and discharge of all their interest in all such sidings and works, and shall also pay the Cleator Company a sum equal to two thirds of the then value of all such additional signals and other works as shall or may from time to time have been required to be provided by the Board of Trade and shall have been provided for the purposes of the said railways. And in case any difference or dispute shall arise between the parties with respect to such value, the same shall be ascertained by reference to arbitration as herein-after provided.

6. That no locomotive engine belonging to the Cleator Company shall at any time be allowed to traverse or be upon any sidings or lines of railway belonging to the Furness Company, except those sidings and lines which are coloured yellow and red on the said plan marked B., without permission first granted for such purpose on every occasion by the manager or station-master of the latter Company for the time being on duty at the Corkickle Station.

7. That the servants and workmen for the time being in the employ of the Cleator Company, whilst in the execution of their several duties at, upon, or near the said lines, sidings, and works coloured yellow and red on the said plan marked B., or the approaches thereto, or the conveniences connected therewith, shall during the operation of this agreement be entirely under the directions and control of the manager or station-master of the Furness Company for the time being on duty at the said Corkickle Station: Provided always, that such direction and control shall not at any time be exercised vexatiously or capriciously, or to the injury or disadvantage of the Cleator Company.

8. That the Furness Company shall not, nor will during the term of five years commencing on the first of January one thousand eight hundred and seventy-five, demand or receive, or be entitled to recover any higher or greater tolls or charges from the Cleator Company, or from any other company, person, or persons, in respect of goods, live stock, and passengers conveyed over the lines, sidings, and works lying between the point of junction of the Cleator Railway with the Furness Railway called the Mirehouse Junction, to and from the Bransty Station and the Corkickle Station, and the present and all future shipping places in the harbour of Whitehaven, than those which are specified in the following schedule, and which shall include all expenses of booking, collection, and delivery; (that is to say,)

IN RESPECT OF GOODS:—

For small coal, if the same be carried in waggons belonging to the Furness Company, or the London and North-western (late Whitehaven Junction)

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Railway Company, or in any waggon for which either of the companies shall be liable to pay mileage or demurrage, sixpence halfpenny per ton, and if not conveyed in such waggons, sixpence per ton ;

For iron ore, stone, lime, coals, and other goods included in the mineral class of the clearing-house classification, sixpence halfpenny per ton ;

For special class goods, according to the clearing-house classification, ninepence per ton ;

For all other goods in the higher classes, and for parcels by mineral and goods trains, one shilling and twopence per ton, and for small parcels booked to or from Bransty Station by passenger trains, not exceeding twenty-eight pounds weight, twopence ; and exceeding that but not exceeding fifty-six pounds weight, threepence, including booking, collection, and delivery : Provided always, that all parcels exceeding fifty-six pounds weight shall be conveyed by mineral trains or goods trains, and not by passenger trains ;

That the clearing-house classification for the time being shall be taken and adopted by the parties hereto as the authority for determining the particular description of goods comprised in the mineral, special, and other classes respectively.

IN RESPECT OF LIVE STOCK AND CARRIAGES:—

	<i>s.</i>	<i>d.</i>
For sheep, lambs, small pigs, and dogs - - - each	0	2
For calves and fat pigs - - - - - each	0	3
For cattle - - - - - per truck load	1	6
For cattle - - - - - per half-truck load	1	0
For one horse - - - - -	1	0
For two horses belonging to the same person - -	1	9
For three or more horses belonging to the same person each	0	10
For two-wheeled carriages - - - - - each	1	6
For four-wheeled carriages - - - - - each	2	6

IN RESPECT OF PASSENGERS:—

Every passenger conveyed in a first-class carriage, twopence halfpenny per mile ; for every passenger conveyed in a second-class carriage, twopence per mile ; for every passenger conveyed in a third-class carriage, one penny per mile ; and for passengers excess luggage, one third of the amount which shall be received for such excess ; and that such tolls and charges for passengers shall be calculated on a mileage of two miles to the Furness Company, and shall include the expense of providing tickets and of booking and collection, but the Cleator Company shall provide all carriages and luggage vans which may be necessary for the conveying of such passengers.

9. That during the said term of five years the station at Bransty near Whitehaven shall be the terminus for the passenger traffic to and from the Cleator Railway, subject to any regulations respecting the same which may be made by the Board of Trade, and that the times appointed for the arrival and departure of the passenger trains at and from the said sidings coloured yellow and red on



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the said plan marked B. shall be so arranged as to suit the arrival and departure of passenger trains on the Furness Railway, unless the Cleator Company shall agree to pay the expense of a special engine, for which the Cleator Company shall pay sixpence per train and no more, to run the passenger trains between the Bransty Station and Corkickle or such place near thereto as the Board of Trade may determine for the interchange of the passenger traffic of the said Companies. A.D. 1875.

10. That the Cleator Company shall on and from the first day of January one thousand eight hundred and seventy-five carry their passenger traffic to and from their railway over the said lines and sidings between the Mirehouse Junction and the Corkickle Station, and provide requisite locomotive engines, carriages, trucks, vans, and waggons for that purpose, and the Furness Company shall on and from the first day of January one thousand eight hundred and seventy-five convey the passenger traffic of the Cleator Company over the lines and sidings between the Corkickle Station and the Bransty Station, and shall provide the requisite engines and locomotive power, men, horses, and apparatus for that purpose.

11. That the Cleator Company shall on and from the first day of January one thousand eight hundred and seventy-five convey their goods and mineral traffic to and from the railway over the said lines and sidings between the Mirehouse Junction and Corkickle Station, and provide the requisite locomotive engines, carriages, trucks, vans, and waggons for that purpose, and the Furness Company shall and will on and from the first of January one thousand eight hundred and seventy-five convey or cause to be conveyed the goods and mineral traffic of the Cleator Company over the lines and sidings between the Corkickle Station and the harbour of Whitehaven, the Bransty Station, and the present and all future shipping places and docks in the harbour of Whitehaven at which such goods, minerals, stone, and lime respectively can now or hereafter may be shipped, so far as they are now or may be hereafter in anywise authorised or empowered so to do by any Act of Parliament or by agreement, permission, or otherwise, and without paying any further toll or charge than is stated and provided for by these presents.

12. That the Furness Company shall find and provide all such engines and other locomotive power, and such men, apparatus, and horses as shall be proper or necessary for carrying and conveying such minerals, stone, and lime, and for the shipment thereof as aforesaid, with the least possible delay, having due regard to the facilities to be afforded for receiving, forwarding, and delivering other traffic of the said Companies respectively, and without prejudice thereto: Provided always, that the Furness Company, their successors and assigns, shall afford due and reasonable facilities for the traffic of the Cleator Company, but shall not be required to find or provide any trucks or waggons for such traffic unless they shall think fit, and in that case they shall be entitled also to charge and be paid an extra toll for the use thereof, nor shall the Furness Company be required to provide siding room in the event of any obstruction of their lines of railway by such traffic, or in case such traffic should not be carried forward from their lines of railway, and the Furness Company shall not be required by or be compelled at the instance or request of the Cleator Company to make or construct any new or other line or lines of railway or any new or other tramways to the said harbour.

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13. The Cleator Company shall be entitled to demand and receive the usual clearing-house allowance and other allowances (if any) heretofore received by them for the hire or use of waggons or trucks, and also to demand and receive from the Furness Company, as remuneration for conveying the passenger trains and the goods and mineral trains over the said lines of railway and sidings between the Mirehouse Junction and the Corkickle Station, and for the hire and use of engines, vans, and carriages, and also for the hire and use of waggons and trucks for the shipment of iron ore at Whitehaven Harbour, a sum calculated at the rate of eleven pounds per centum of the total amount of the tolls, charges, and receipts of the Furness Company for and in respect of traffic of every description carried (between Whitehaven and Mirehouse Junction) to and from the Cleator Railway during the said term of five years, and such percentage shall be payable and paid by the Furness Company or be allowed to the Cleator Company monthly on the adjustment of the toll accounts between the said Companies.

14. The Furness Company shall not, nor will during the term of five years commencing on the first day of January one thousand eight hundred and seventy-five, demand or receive or be entitled to recover from the Cleator Company, or from any other person or persons or company, for every ton of iron ore, stone, lime, and coals carried and conveyed over the lines and sidings of the Furness Company, to and from the Bransty Station and the Corkickle Station, and to and from the present and all such future shipping places and docks in Whitehaven Harbour as aforesaid, any higher or greater toll or charge than the sum of sixpence halfpenny per ton of twenty hundredweight to the ton, weighing one hundred and twelve pounds avoirdupoise to the hundredweight, and so in proportion for any fractional part of a ton; but the said Furness Company shall be entitled to demand and receive, and shall receive from the Cleator Company the further sum of one penny per ton of the like weight as aforesaid, and so in proportion for any fractional part of a ton of such mineral traffic so carried and conveyed to or from the said harbour and no more as the terminal charge for shipment, including all expense for haulage, and for emptying such traffic from the waggons or trucks into ships at the shipping places or docks, and every charge connected therewith, except charges for providing waggons and trucks.

15. That the Cleator Company shall during the said term of five years have the same facilities of access for their mineral and goods traffic to and the same use of the north harbour of Whitehaven, and the wet dock proposed or about to be built at or near the Bransty Station, as the Furness Company, either at the date of these presents or at any time hereafter during the said term, may possess or enjoy, without being liable to pay any toll or charge further or other than the tolls and charges already fixed and appointed by these presents.

16. That nothing herein contained shall diminish, impede, or interfere with the powers of the Furness Company for making and maintaining any additional sidings or other works adjoining or near to the said sidings and works coloured yellow and red upon the said plan, which they may hereafter require for their traffic or any other purpose whatsoever, and that they shall have full power to make and maintain all necessary and proper approaches, switches, crossings, and communications to, in, over, or near the lines and works before referred to, for the purpose of using and occupying such additional sidings and works



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respectively: Provided always, that in the execution and subsequent working and use of the same no interruption, hindrance, or obstruction shall be caused to the Cleator Company, or to the traffic to or from the Cleator Railway; provided also, that nothing herein contained shall be construed to prejudice or interfere with the general powers and authorities of either of the parties hereto with respect to the exercise of the powers conferred upon the Companies respectively or the directors thereof.

17. That the Cleator Company shall, in an application which is intended to be made to Parliament in the next session by that Company, do all acts in their power to obtain the insertion of a clause or clauses in an Act to be so applied for and by a schedule to such Act to confirm or give effect to the several clauses, matters, or stipulations herein contained, and both the said Companies parties hereto shall do all acts in their power, both before the committees of Parliament and otherwise, to obtain the passing of such an Act, and the insertion of such clauses therein, and both the said Companies reserve power to petition Parliament and to adopt all needful measures to carry these articles into effect.

18. That if any differences or disputes shall at any time happen or arise between the parties hereto respecting the premises or anything herein contained or referred to, the same shall be determined by arbitration in the manner prescribed by "The Railways Clauses Consolidation Act, 1845."

19. That this agreement shall commence and be in force on and from the first of January one thousand eight hundred and seventy-five, and shall be and continue in force for the term of five years commencing on the first of January one thousand eight hundred and seventy-five, but subject to such alterations as Parliament may think fit to make herein.

20. And lastly, it is hereby expressly declared and agreed that nothing contained in these presents shall affect or diminish, or be construed to affect or diminish any of the articles, stipulations, or provisions contained in the said recited agreement dated the fourteenth day of November one thousand eight hundred and sixty-four, confirmed by Parliament as herein-before mentioned, and set forth as Schedule B. in the said Act of one thousand eight hundred and sixty-five.

In witness whereof the said Companies parties hereto have respectively caused their common seals to be hereunto affixed the day and year first above written.

Sealed with the common seal of the Furness Railway Company in  
the presence of

H. COOK,  
Secretary.

L.S.

Sealed with the common seal of the Whitehaven, Cleator, and  
Egremont Railway Company in the presence of

T. S. DODGSON,  
Secretary.

L.S.