



CHAPTER xlviii.

An Act to authorise the working of the Cleator and Workington Junction Railway by the Furness Railway Company.

A.D. 1877.

[28th June 1877.]

WHEREAS by "The Cleator and Workington Junction Railway Act, 1876," in this Act called "the Act of 1876," the Cleator and Workington Junction Railway Company, in this Act called "the Company," were authorised to construct certain railways in the county of Cumberland, and to exercise the other powers mentioned in that Act:

39 & 40 Vict.
c. li.

And whereas it is expedient that the Company should have power from time to time to agree with the Furness Railway Company for the working by that company of the railways authorised by the Act of 1876, and that the agreement which is set forth in the schedule to this Act should be confirmed:

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:

1. This Act may be cited as "The Cleator and Workington Junction Railway Act, 1877." Short title.

2. Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," is, except where expressly varied by this Act, incorporated with and forms part of this Act.

Part III. of
26 & 27 Vict.
c. 92. incor-
porated.

3. The Company and the Furness Railway Company may from time to time (subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The

As to work-
ing agree-
ments with
Furness

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Railway
Company.

Regulation of Railways Act, 1873,") enter into agreements with respect to the following matters or any of them; namely,

The working, use, management, construction, and maintenance of the railways or any of the railways, or of any part or parts of the railways, for the time being of the Company:

The supply, under any agreement for the railways being worked and used by the Furness Railway Company, of rolling stock and machinery necessary for the purposes of such agreement, and of officers and servants for the conduct of the traffic of the said railways:

The payments to be made and the conditions to be performed with respect to such working, use, management, construction, and maintenance:

The interchange, accommodation, and conveyance of traffic coming from or destined for the respective undertakings of the contracting companies, and the division and appropriation of the revenue arising from that traffic.

Tolls on
traffic con-
veyed partly
on the rail-
way and
partly on the
railway of
the Furness
Railway
Company.

4. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the said railways by the Furness Railway Company, the railway of the Company and of the Furness Railway Company shall, for the purposes of short-distance tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the said railways or any of them and partly on the railway of the Furness Railway Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the said railways and partly on the railway of the Furness Railway Company.

Confirmation
of scheduled
agreement.

5. The agreement dated the sixth day of April one thousand eight hundred and seventy-seven, and made between the Company of the one part and the Furness Railway Company of the other part, a copy of which is contained in the schedule to this Act, is hereby confirmed and made binding upon the companies parties thereto.

Deposits for
future Bills
not to be

6. The Company shall not, out of any money by the Act of 1876 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. A.D. 1877.
paid out of capital.

7. Nothing in this Act contained shall exempt the Company or their railways 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. Railways not exempt from provisions of present and future general Acts.

8. All the 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. Expenses of Act.

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SCHEDULE referred to in the foregoing Act.COPY OF AGREEMENT.

ARTICLES OF AGREEMENT made the 6th day of April 1877, between the Cleator and Workington Junction Railway Company (herein-after called the Workington Company) of the one part, and the Furness Railway Company (herein-after called the Furness Company) of the other part.

WHEREAS by the "Cleator and Workington Junction Railway Act, 1876," the Workington Company were incorporated and authorised to make and maintain certain railways in the county of Cumberland, which are described in the fifth section to the said Act: And whereas the Workington Company are now promoting in Parliament a Bill to authorise them to make and maintain certain other or extended railways, and it is intended that these articles shall, subject to the approval of Parliament, be scheduled to and confirmed by such Bill: Now these presents witness that, for the considerations herein appearing, it is hereby mutually agreed by and between the Workington Company, for themselves and their assigns, and in respect of their acts and obligations, and the Furness Company, for themselves and their assigns, and in respect of their acts and obligations, as follows; (that is to say,)

1. These articles are subject to the approval of Parliament, and to such alterations as Parliament may think fit to make therein: Provided that if a Committee of either House of Parliament shall make any material alterations in these articles it shall be competent to either company to require that these articles or any clauses confirming them shall be withdrawn from the Bill.

2. In the interpretation of these presents "the railway" means the several lines of railway which are authorised to be made by the "Cleator and Workington Junction Railway Act, 1876," and which are numbered respectively 1 and 2 in the fifth section of the said Act, and also all and every the lines or line of railway which shall or may be authorised by the said Bill which the Workington Company are now promoting as herein-before recited, and all sidings, stations, works, and conveniences connected with the same several lines respectively.

3. Subject to the option herein-after conferred on the Workington Company, these presents do not affect either of the lines of railway which are numbered respectively 3 and 4 in the fifth section of the "Cleator and Workington Junction Railway Act, 1876."

4. In the interpretation of these presents "traffic" means all passenger, mineral, and goods or other traffic whatsoever on the railway.

5. The Workington Company will make and complete the railway on the narrow gauge, and all junctions, sidings, turntables, stations, yards, engine

sheds and other sheds, cranes, water tanks, water supply, signals, and other works and conveniences whatsoever proper and sufficient for the due working of the railway and all traffic whatsoever thereon, and so that the railway shall at the latest, as regards the said railways authorised by the Act of 1876, at the time now limited, and as regards the remainder of the railways at the time to be limited by the Bill now pending in Parliament for the completion thereof, be completed and approved by the proper Government authority as being in all respects fit to be opened and used for public traffic.

6. The Workington Company will before the opening of the railway for public traffic erect, and during the continuance of this agreement maintain in good working order and condition, for the whole length of the railway a telegraph, with all proper and sufficient works and conveniences connected therewith, such telegraph to be sufficient in all respects to meet the requirements of the Board of Trade concerning the working of the railway; and the Furness Company shall for the purposes of the traffic on the railway have the user thereof free from all charge, and in priority to other parties from time to time having the user thereof.

7. Before the opening of the railway for public traffic, the Workington Company will make all such arrangements as shall be proper and sufficient for enabling the Furness Company on and after the opening of the railway for public traffic to work and use the same for the purposes of and in accordance with this agreement.

8. From and after the opening of the railway for public traffic and during the continuance of this agreement, the Workington Company will maintain the railway in substantial repair, and in good working order and condition, and so that the same shall at all times and in all respects be proper and sufficient for the purposes of this agreement, and for the purposes named in this clause the Workington Company reserve the free user of the railway and works.

9. From and after the opening of the railway for public traffic and during the continuance of this agreement, the Workington Company will (except as is provided for by Articles 12 and 13) from time to time provide and employ all station-masters, inspectors, clerks, porters, watchmen, officers, and servants, and all stores, materials, and labour respectively proper and sufficient for the due user and working of the railway by the Furness Company in accordance with this agreement, and the reception, accommodation, conveyance, and delivery by the Furness Company of the traffic to be conveyed by them thereon under this agreement.

10. From and after the opening of the railway for public traffic and during the continuance of this agreement, the Workington Company will from time to time provide on the railway for the Furness Company a supply of water proper and sufficient for their locomotive engines on the railway, with all requisite cranes, engine sheds, and other incidental works and conveniences.

11. From and after the opening of the railway for public traffic and during the continuance of this agreement, and subject to the provisions thereof, the Furness Company shall have the sole working and user of the railway, and will work all the traffic on the railway, and will work the same in a safe and convenient manner, and will use their best endeavours to fully develop the local traffic of the district to be served, and also to secure and develop all through traffic

A.D. 1877. to, from, and over the railway in connexion with any other system, and which may be obtainable.

12. From and after the opening of the railway for public traffic and during the continuance of this agreement, the Furness Company will from time to time for the purposes of this agreement provide and keep in good working order and condition and use all locomotive engines and power, carriages, waggons, trucks, guards vans, and other rolling stock proper and sufficient for the due working of the traffic to be worked by them thereon, but so nevertheless that they shall allow on the usual terms and conditions the carriage of goods or minerals by owner's private waggons similar to those now in use on the West Cumberland lines of the London and North-western Railway Company, and on the lines of the Whitehaven, Cleator, and Egremont Railway Company; and they shall also provide and use all fuel proper and sufficient for the locomotive engines to be so used.

13. From and after the opening of the railway for public traffic and during the continuance of this agreement, the Furness Company will from time to time for the purposes of this agreement provide and employ all guards, engine-drivers, stokers, and other workmen and servants, and all stores proper and sufficient for guarding, working, cleansing, repairing, and keeping in good order the locomotive engines and other rolling stock to be provided and used by the Furness Company, and the trains to be run by them on the railway.

14. For the purposes of this agreement the Furness Company shall at all times be entitled to have and shall have access to and user of the several sidings, stations, station accommodation, water apparatus, water supply, passing accommodation, and other proper and sufficient conveniences on and connected with the railway.

15. The Workington Company, for the purpose of the maintenance of the said railway and the carrying out of the works to be executed by them in pursuance of this agreement, reserve the right at all times for their directors, station-masters, inspectors, officers, servants, clerks, agents, and workmen of the free user of and access to the said railway and works, and the several sidings, stations, station accommodation, water apparatus, water supply, passing accommodation, and all other conveniences on and connected with the said railway and works; and the Workington Company shall for the performance of their duties as owners and managers of the railway and works be entitled to the free use without charge, by their directors, station-masters, inspectors, officers, servants, clerks, agents, and workmen, of all trains worked on the railway. The Workington Company shall also, for the maintenance and repair of the railway and works, be entitled to send stores free of charge by the ordinary trains run upon the railway, and they shall also be entitled to the use of the locomotive engines and trucks of the Furness Company for the purpose of conveying upon the railway all ballast and materials necessary for the maintenance and repair of the railway and works; and the Workington Company shall pay to the Furness Company for the use of the said engines and trucks, when exclusively used by them, the sums following, viz., eight shillings per hour, and so in proportion for part of an hour, for every engine, and two shillings a day for every truck which may be so used by the Workington Company for the purpose aforesaid, and a like sum of two shillings for part of a day.

16. The two contracting companies will, from and after the opening of the railway for public traffic and during the continuance of this agreement, establish

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and will at all times maintain between all such stations on the railway and on the Furness Company's railways respectively as shall from time to time be proper and sufficient for the purposes of this agreement, a complete system of through rates and through booking and invoicing for traffic, with such modifications, if any, from time to time of the system as circumstances require.

17. The rates and charges to be from time to time demanded and taken in respect of all traffic over the railway shall from time to time be fixed by the joint committee herein-after mentioned, and in case of difference of opinion and equality of votes amongst the members of such committee, the matter in question shall be submitted to a joint meeting of the boards of the contracting companies respectively, who for purposes of voting shall be taken to constitute one board, and, unless otherwise unanimously agreed upon at any such meeting, for that meeting the representatives of each of the companies shall have only one vote among them, and the chairman shall not have a casting vote. The chairman for the time being of the Workington Company shall act as chairman at every such joint meeting; and in default of resolution concluding the matter in question at such joint meeting, such matter shall be referred to the standing arbitrator herein-after mentioned. But the rates and charges in respect of through merchandise and mineral traffic shall never, without the previous consent of the Workington Company, given for every case in writing under their common seal or under the hands of two of their directors, or under the hand of their secretary or manager, be less than for merchandise traffic the rate of 3-4ths of a penny per ton per mile, or for mineral traffic the rate of 5-8ths of a penny per ton per mile; and such rates for through merchandise and mineral traffic shall in every case be exclusive of carriage or waggon hire and of terminal charges.

18. The gross receipts in respect of all through rates and charges to be demanded and taken by the two companies respectively shall, after deducting cartage, terminals, and the Government duty on passengers, be divided between the two companies respectively in mileage proportions, in accordance with the distances travelled over the lines of the companies respectively, and the rules and regulations of the Clearing House system for the time being, except as herein otherwise provided.

19. The gross receipts arising from all fares, rates, and charges for traffic carried on the railway, including the Workington Company's mileage proportion of all through rates, and including the station to station terminals, but excluding the cartage terminals, shall be divided between the contracting companies in the following proportions; (that is to say,) the Furness Company shall receive or retain 33 $\frac{1}{3}$ per centum of all such receipts for traffic other than mineral traffic, and 35 per centum of all such receipts for mineral traffic, and the Workington Company shall receive or retain the residue of all such receipts respectively.

20. The cartage services of the Workington Company shall be performed by that company unless the Furness Company shall give notice to the Workington Company that they, the Furness Company, are desirous of performing the said cartage services, in which case the said cartage services shall be performed by the Furness Company, and the cost price thereof paid or credited to the Furness Company, and the balance of the cartage terminals shall belong to the Workington Company for their own use.

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21. Each of the contracting companies shall keep all such accounts and vouchers, with all such details as shall be proper and sufficient for the purposes of this agreement, and the accounts and vouchers shall be open at all reasonable times to the inspection and transcription of the directors and agents of the contracting companies respectively, and the said companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription, including free passes, and the services of clerks, and the use of rooms, stationery, fire, and lights.

22. The accounts between the contracting companies shall, so far as may be practicable, be passed and settled monthly.

23. If and whenever either of the contracting companies shall fail in duly keeping or producing any account or voucher by this agreement to be kept or produced by such company, every reasonable presumption which the case will admit shall be made against the company so in default and in favour of the other contracting company.

24. In the exercise by the Furness Company of their privileges under this agreement with respect to the railway, they and their directors, agents, servants, and workmen shall be bound by and will conform to all the reasonable and proper byelaws, rules, and regulations which may be made by the Workington Company with respect to the management and conduct of the railway and the traffic thereon.

25. The guards, engine-drivers, stokers, and other officers and servants of the Furness Company from time to time employed for the purposes of this agreement on the railway shall be bound by and conform to all reasonable and proper byelaws, rules, and regulations of the Workington Company with respect to the government and conduct of their own officers and servants employed by them on the railway.

26. The Furness Company, their directors, officers, agents, and servants, will, in the exercise of their rights and privileges under this agreement, in all respects duly conform to the several obligations and provisions of the Acts of Parliament, whether general or local, in force with respect to the railway or the traffic thereon.

27. Each of the contracting companies will at all times freely and fully indemnify and save harmless the other of them from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims and demands whatsoever in any way happening by reason of any act or default of such company respectively, or of their directors, officers, agents, or servants, or any of them, in relation to any matter connected with this agreement.

28. The Workington Company, at the request and to the satisfaction of the joint committee herein-after mentioned, shall from time to time lay down and provide such additional sidings and other works as may be necessary to meet the requirements of increased traffic, and the Furness Company may advance any moneys that may be required for that purpose, charging interest upon any moneys that may be so advanced in account at the rate of 5*l.* per centum per annum.

29. A joint committee composed as herein-after provided shall, at least three months before the opening of the railway for traffic, be appointed in order to carry into effect the several purposes of this agreement.

30. The joint committee shall consist of four members, as follows; that is to say, two directors of the Workington Company from time to time nominated by that company, and two directors of the Furness Company from time to time nominated by that company.

31. Any member of the joint committee may at any time be removed by the company by which he shall have been appointed.

32. The appointment or removal by either company of a member of the joint committee may be sufficiently proved by writing under the hand of the secretary of such company.

33. Forthwith after a member of the joint committee is removed or ceases by death, resignation, disqualification, or otherwise to be a member thereof, the company by which he was appointed shall appoint some other qualified person in his stead.

34. The quorum of the joint committee shall be three members thereof, and the joint committee shall hold its meetings at such place as it may from time to time determine upon, and the chairman of each meeting shall be elected alternately from the members representing each of the companies, if any such member be present at the commencement of such meeting, and, unless otherwise unanimously agreed upon at any such meeting, for that meeting the representatives of each of the companies shall have only one vote amongst them, and the chairman shall not have a casting vote.

35. The procedure of the joint committee in all respects not expressly provided for by these presents shall be determined by the joint committee as they from time to time think fit, subject to any future agreement between the contracting companies.

36. The joint committee shall at their first meeting in every year appoint some person as arbitrator for the ensuing year; and if any question shall at any time arise in the joint committee concerning which question the members present representing the one company differ from the members present representing the other company, the matter in difference shall, if so desired by the members present representing either company, be from time to time referred to the arbitrator, or in default of the appointment of such arbitrator by the joint committee, then to an arbitrator to be nominated by the Board of Trade on the application of either company. The arbitrator may, on application made to him by the members of the joint committee representing either of the companies, attend at any meeting of the joint committee and summarily decide any such matter in difference, and every award or decision of such arbitrator shall be final with respect to the matters submitted to him, and the said joint committee or Board of Trade (as the case may be) may fix the remuneration to be paid to such arbitrator, which shall be paid by the two companies in equal proportions: Provided always, that if any matter which may have been referred to the arbitrator shall be left undecided by him at the expiration of his year of office, the same matter shall be decided by him, and his decision shall be binding, although he may no longer fill the office of arbitrator.

37. The joint committee shall fix the number of trains of all kinds to be provided and run upon the railway by the Furness Company.

38. In all matters not herein otherwise provided for relating to the performance of this agreement, the joint committee shall have all such powers

