

[49 & 50 VICT.] *Cleator and Workington Junction* [Ch. lxxix.]
Railway Act, 1886.



CHAPTER lxxix.

An Act to confer further powers upon the Cleator and Workington Junction Railway Company and for other purposes. A.D. 1886.
 [25th June 1886.]

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 incorporated and the Company were by the said Act and other subsequent Acts authorised to construct certain railways in the county of Cumberland and to exercise various other powers:

And whereas by the Cleator and Workington Junction Railway Act 1878 the Company were authorised to make a short railway (known as and in this Act called "the Rowrah Branch") from the Railway Number 1 authorised by the Act of 1876 to the Rowrah and Kelton Fell Mineral Railway:

And whereas by the Cleator and Workington Junction Railway Act 1883 (in this Act called "the Act of 1883") the Company were authorised to make a railway (Number 1) from their main line in the township of Seaton to and terminating by a junction with the Solway Junction Railway at Aspatria with a short branch railway (Number 2) to the Maryport and Carlisle Railway at Brayton and also among other short branch railways two railways (in that Act called "Number 6" and "Number 7") but for the making of which the Company were not authorised to take any lands compulsorily not being public roads or highways or railways:

And whereas the said Railway Number 1 is laid out to cross the Derwent Branch of the Maryport and Carlisle Railway and the Company are constructing that part of their said Railway Number 1 which lies between its authorised commencement and a point on the authorised centre line thereof about five miles and five furlongs from that commencement:

A.D. 1886. — And whereas it is expedient that the Company be authorised to abandon the construction of the said Railway Number 2 and so much of the said Railway Number 1 as lies between the last-mentioned point and the authorised termination of that railway and in lieu thereof to make a short branch from that point to join the said Derwent Branch of the Maryport and Carlisle Railway :

And whereas the Company and the Maryport and Carlisle Railway Company have entered into the agreement which is set forth in the schedule to this Act and it is expedient that that agreement be confirmed and made binding on the parties thereto :

And whereas it is expedient that the Company be authorised to abandon the construction of the said Railways Number 6 and Number 7 :

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Working
agreement
6 April 1877.

And whereas by the Cleator and Workington Junction Railway Act 1877 the Company and the Furness Railway Company were authorised to enter into agreements with respect to the working and construction of the then authorised railways of the Company by the said Furness Railway Company and an agreement for those purposes bearing date the sixth day of April one thousand eight hundred and seventy-seven was scheduled to and confirmed by the said Act and it is expedient that the said Companies be authorised to enter into agreements for the working of the other railways of the Company :

And whereas the period limited by the Act of 1883 for the construction of the Railways Number 4 and Number 5 by that Act authorised and for the compulsory purchase of the lands therefor will expire as follows (that is to say) :—

For the completion of the said railways on the sixteenth day of July one thousand eight hundred and eighty-eight ;

For the said compulsory purchase of lands on the sixteenth day of July one thousand eight hundred and eighty-six ;

and it is expedient that those respective periods be extended to the sixteenth day of July one thousand eight hundred and ninety-one and one thousand eight hundred and eighty-nine respectively :

And whereas the Company were authorised by the Act of 1883 to purchase certain additional lands in the several parishes of Arlecdon Lamplugh Workington and Harrington and the period limited by the said Act for that purpose will expire on the sixteenth day of July one thousand eight hundred and eighty-six and it is expedient that that period be extended to the sixteenth day of July one thousand eight hundred and eighty-nine :

And whereas it is expedient that the other provisions hereinafter contained should be made :

And whereas plans and sections showing the line and levels of the railway and works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of this Act were duly deposited with the clerk of the peace for the county of Cumberland and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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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) :—

1. This Act may be cited as the Cleator and Workington Junction Railway Act 1886. Short title.

2. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Part I. ("Construction of a railway") Part II. ("Extension of time") and Part III. ("Working agreements") of the Railways Clauses Act 1863 are except where varied by or inconsistent with this Act incorporated with and form part of this Act. Incorporation of general Acts.

3. In this Act—

Interpretation.

The several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction ;

"The railway" means the railway by this Act authorised ;

"Superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly 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.

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 hereinafter 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

Power to make railway and works.

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A.D. 1886. reference as may be required for those purposes The said railway will be wholly situate in the county of Cumberland and is as follows :—

A branch railway (6 furlongs 4·45 chains in length) wholly in the townships of Little Broughton and Dovenby in the parish of Bridekirk commencing by a junction with Railway Number 1 authorised by the Act of 1883 and terminating by a junction with the Derwent Branch of the Maryport and Carlisle Railway.

Company may use for purposes of this Act lands acquired by agreement under the Act of 1883.

Width of certain roadway.

5. The Company may apply to the purposes of this Act any lands they may have acquired or may acquire by agreement under any of the powers of the Act of 1883 subject nevertheless to the provisions of the respective agreements.

6. The Company may make the roadway over the bridge by which the following road will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the width hereinafter mentioned (that is to say) :—

Number on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
7	Bridekirk - - -	Public highway -	20 feet.

Provision as to junction with Maryport and Carlisle Railway.

7. The junction of the railway with the Derwent Branch of the Maryport and Carlisle Railway Company (hereinafter called “the Maryport Company”) shall be effected in all respects in such manner as shall previously have been reasonably approved by the engineer for the time being of that company and the junction and works connected therewith shall be executed by that company and the reasonable costs of and incident to such junction and works shall upon demand be repaid by the Company to the Maryport Company and in default thereof may be recovered in any court of competent jurisdiction.

Maryport Company may erect signals, &c.

8. The Maryport Company may from time to time erect maintain and alter such signals and conveniences incident to the junction of the railway with their Derwent Branch either on their own land or on the land of the Company and appoint and remove such watchmen switchmen and other persons as may in their judgment be necessary for the prevention of danger to detention of or interference with their traffic at and near the junction and the working and the management of such signals and conveniences wherever situate and the control and direction of such watchmen switchmen and other

persons shall be under the exclusive regulation and control of the Maryport Company and all the expense of erecting altering and maintaining such signals and conveniences and of employing and paying such watchmen switchmen and other persons and all incidental current expenses at the end of every half-year shall be repaid by the Company on demand and in default thereof may be recovered by the Maryport Company from them in any court of competent jurisdiction. A.D. 1886.

9. The Company shall bear and on demand pay to the Maryport Company the reasonable expense of the employment by that Company during the making of the railway adjacent to the junction of the railway with their Derwent Branch of a sufficient number of inspectors and watchmen for watching their branch railway and works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Company or their contractors in reference thereto or otherwise. Expenses of watchmen during construction of works to be paid by Company.

10. Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Maryport Company all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on their railway or to any company or person using the same or otherwise during the execution or by reason of the failure of any of the adjacent works by this Act authorised or of any act or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Maryport Company from all claims or demands upon or against them by reason of such execution or failure or any such act or omission. Damage sustained by Maryport Company to be repaid.

11. In constructing the railway the Company shall not in any way obstruct or interfere with the traffic passing along the Derwent Branch of the Maryport Company and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the said Derwent Branch so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Maryport Company at the rate of twenty pounds per hour by way of liquidated damages during the time any such obstruction or interference shall continue. Company not to interfere with traffic on Maryport and Carlisle Railway.

12. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Maryport Company or to alter vary or interfere with the Derwent Branch of the Maryport Company or with any of the works Easement only in land of Maryport Company to be taken for certain purposes.

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A.D. 1886. of that railway further or otherwise than is necessary for the construction of the junction of the railway with the said Derwent Branch without the consent in writing in every instance for that purpose first had and obtained of the Maryport Company under their common seal and with respect to any lands of the Maryport Company which the Company are by this Act authorised to use enter upon or interfere with for the purposes of such junction the Company shall not purchase and take the same but the Company may purchase and take and the Maryport Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes of the junction by this Act authorised.

Power to take easements &c. by agreement.

13. 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.

Lands for extraordinary purposes.

14. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed two acres.

As to taking houses of labouring class.

15. (1) The Company shall not under the powers of this Act or the powers of the Act of 1883 as extended by this Act purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

(2) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Period for compulsory purchase of lands.

16. 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 two years from the passing of this Act.

17. If the railway be not completed within three 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 said railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

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Period for completion of railway.

18. If the Company fail within the period limited by this Act to complete the railway 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 railway is 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 railway 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 to Her Majesty's Treasury 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 opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter 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 railway 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.

Penalty unless railway is opened within the time limited.

19. 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who 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 has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums so recovered by way of penalty as aforesaid has been found suffi-

Application of penalty.

A.D. 1886. cient to satisfy all just claims in respect of such compensation then the said sum or sums so recovered by way of penalty or such portion 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 Chancery Division thinks fit to order on the application of the Solicitor to 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 Chancery Division 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.

Tolls. **20.** The Company may demand and take in respect of the railway the same tolls and charges as they are authorised to receive for and in respect of the railways authorised by the Act of 1876 subject as follows :—

The maximum rate of charge for the conveyance of anything in class 4 (other than coke brought from or from beyond Carlisle and carried over the railway and the portion of the said Railway Number 1 authorised by the Act of 1883 which is situate between the commencement thereof and the junction therewith of the railway) shall be one penny per ton per mile ;

The maximum rate of charge for coke brought from or from beyond Carlisle and carried over the railway and the said portion of the said Railway Number 1 shall be six-eighths of a penny per ton per mile if carried in owners' waggons and seven-eighths of a penny per ton per mile if carried in Company's waggons ;

For anything mentioned in class 4 and conveyed on the railway and the said portion of the said Railway Number 1 for any distance less than six miles the Company may demand and take tolls and charges as for six miles.

Abandonment of construction of part of Railway No. 1 and certain other of the railways authorised by the Act of 1883 and repeal of sections 11 and 13 of that Act.

21. The Company may and shall abandon the construction of Railways Number 2 Number 6 and Number 7 authorised by the Act of 1883 and so much of the said Railway Number 1 as would lie between the commencement of the railway by this Act authorised and the authorised termination of the said Railway Number 1 and section 11 (for protection of the Maryport and Carlisle Railway Company) and section 13 (for protection of the Solway Junction Railway Company) of the Act of 1883 are hereby repealed.

22. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1883.

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 Compensation for damage to land by entry &c. for purposes of railways abandoned.

23. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of portions of railways abandoned.

24. The periods limited by the Act of 1883 for the construction of Railways Number 4 and Number 5 by that Act authorised and for the compulsory purchase of lands therefor are hereby respectively extended as follows (that is to say) :—

Extending time limited by the Act of 1883 for completion of Railways Number 4 and Number 5 and for compulsory purchase of lands therefor.

For the construction of the said railways to the sixteenth day of July one thousand eight hundred and ninety-one; and
 For the compulsory purchase of lands to the sixteenth day of July one thousand eight hundred and eighty-nine;
 and sections 17 18 19 and 20 of the Act of 1883 shall be respectively read and construed accordingly.

25. The period limited by the Act of 1883 for the compulsory purchase of additional lands in the several parishes of Arlecdon Lamplugh Workington and Harrington is hereby extended to the sixteenth day of July one thousand eight hundred and eighty-nine and section 17 of the Act of 1883 shall be read and construed accordingly.

Extending time limited by the Act of 1883 for compulsory purchase of additional lands.

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Working
agreements.

26. The Company on the one hand and the Furness Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and fulfil contracts agreements and arrangements with respect to the following matters or any of them (that is to say):—

The working use management and maintenance of the railway and of the Rowrah Branch and of the unabandoned portions of the railways authorised by the Act of 1883 or any part or parts thereof respectively;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies;

The supply and maintenance under any agreement for the working and use of the railway or any part thereof by the Furness Railway Company of engines stock and plant necessary for the purposes of such agreement;

The fixing collection payment appropriation apportionment and distribution of tolls rates income and profits arising from the respective railways of the contracting companies; and

The employment of officers and servants.

Confirming
agreement
in schedule
to this Act.

27. The agreement between the Company and the Maryport Company a copy of which is contained in the schedule to this Act is hereby confirmed and made binding on the parties thereto.

For better
prevention
of trespass
on Com-
panies pre-
mises.

28. And whereas accidents frequently arise by persons trespassing on the railways stations works lands and property belonging to or leased or worked by the Company or the Company and some other company and it is expedient that more effectual remedies should be provided for the prevention of trespass on those railways and the stations works lands and property connected therewith Be it therefore enacted that any person who shall trespass upon any of such railways stations works lands or property in such manner as to expose himself to danger or risk of danger shall without having received any personal or other warning than hereinafter mentioned forfeit and pay by way of penalty any sum not exceeding forty shillings for every such offence and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment Provided that no person shall be subject to any penalty under this enactment unless it shall be proved to the satisfaction of the justices before whom complaint is laid that by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company or (as the case

may be) the companies may think fit clearly exhibited public warning has been given to persons not to trespass upon the railways stations works lands or property in respect of which trespass is complained of and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing any such railway at any level crossing thereof shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways. A.D. 1886.

29. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys now in their hands or which they have power to raise by virtue of any Acts relating to the Company and which are not required for the purposes to which they are by any such Acts made specially applicable. Power to apply corporate funds to purposes of Act.

30. Nothing in this Act contained or in the agreement scheduled hereto shall take away lessen prejudice or affect any of the estates rights or privileges of the Furness Railway Company under the said agreement bearing date the sixth day of April one thousand eight hundred and seventy-seven. Saving agreement with Furness Railway Company.

31. Nothing in this Act contained shall exempt the Company or the railway or the other companies in this Act mentioned or their respective 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. Provision as to general railway Acts.

32. 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. Costs of Act.

A.D. 1886.

The SCHEDULE referred to in the foregoing Act.

THIS INDENTURE made the 16th day of March 1886 between THE MARYPORT AND CARLISLE RAILWAY COMPANY (hereinafter called "the Maryport Company") of the one part and THE CLEATOR AND WORKINGTON JUNCTION RAILWAY COMPANY (hereinafter called "the Cleator Company") of the other part.

Whereas the Cleator Company are now promoting in Parliament a Bill "to confer further powers upon the Cleator and Workington Junction Railway Company with respect to their own undertaking and the undertakings of other companies and for other purposes" (hereinafter referred to as "the Bill") And whereas by the Bill the Cleator Company seek power (amongst other things) to construct a short branch railway therein described to terminate by a junction with the Derwent Branch of the Maryport Company at a point known as Linefoot and to abandon the construction of so much of the Railway Number 1 authorised by the Cleator and Workington Junction Railway Act 1883 as would lie between the commencement of the said branch railway and the authorised termination of the said Railway Number 1 and Railway Number 2 in the said Act of 1883 described and to authorise the Cleator Company and all companies and persons lawfully using their railways or any part thereof to run over so much of the railway of the Maryport Company as lies between the point of junction of the said branch railway with that railway and the junction of the Solway Junction Railway with the railway of the Maryport Company at Brayton And whereas the Cleator Company have agreed:—

To abandon the construction of the said portion of Railway Number 1 and Railway Number 2 authorised by the Act of 1883;

To withdraw and abandon the running powers over the said portion of the railway of the Maryport Company;

Not to directly or indirectly in the present or any future session of Parliament promote or support the promotion of any Bill to construct a railway or railways with the like objects as the said portion of Railway Number 1 and Railway Number 2 to be abandoned as aforesaid or a Bill to obtain or confer running powers upon or powers of user over or affecting the railway of the Maryport Company or any part thereof either as regards the Cleator Company or any other company; and

To promote the Bill in other respects in such amended form as may be mutually agreed upon by the respective companies; and

For the considerations aforesaid the Maryport Company have agreed to enter into these presents And whereas on the completion of the said branch railway the undertakings of the two Companies parties hereto will be directly connected with each other at the point known as Linefoot and in order to facilitate the

traffic over their respective railways and to afford other conveniences and advantages to the public the said two Companies have agreed to grant and secure to each other such rights and facilities and to enter into such arrangements as are hereinafter contained but save as herein expressly provided subject and without prejudice to the agreements hereinafter more particularly referred to. A.D. 1886.

Now this indenture witnesseth that the Maryport Company in respect of the acts and defaults of themselves and their directors officers agents and servants hereby covenant with the Cleator Company their successors and assigns and the Cleator Company in respect of the acts and defaults of themselves and their directors officers agents and servants hereby covenant with the Maryport Company their successors and assigns as follows (that is to say) :—

1. This agreement is made subject to the approval of Parliament and shall in the present session of Parliament be confirmed by and scheduled to the Bill.

2. This agreement is expressly made subject and without prejudice to the following agreements (namely) :—

(a) An indenture made the second day of April one thousand eight hundred and sixty-six between the London and North-Western Railway Company of the one part and the Maryport Company of the other part and confirmed by and scheduled to the London and North-Western Railway (Whitehaven Railway Transfer) Act 1866;

(b) An agreement made the fourteenth day of January one thousand eight hundred and sixty-seven between the Maryport Company of the one part and the Solway Junction Railway Company of the other part and confirmed by and scheduled to the Solway Junction Railway Act 1867;

(c) An agreement made the thirteenth day of September one thousand eight hundred and sixty-nine between the Solway Junction Railway Company of the one part and the Maryport Company of the other part;

(d) An agreement made the sixth day of April one thousand eight hundred and seventy-seven between the Cleator Company of the one part and the Furness Railway Company of the other part and confirmed by and scheduled to the Cleator and Workington Junction Railway Act 1877:

Provided that nothing in this agreement contained shall prevent the Cleator Company from being free to carry any traffic by their route and to require the transmission of any traffic intended to be carried by their route or be deemed an adoption by the Cleator Company of the said agreements respectively dated the second day of April one thousand eight hundred and sixty-six the fourteenth day of January one thousand eight hundred and sixty-seven and the thirteenth day of September one thousand eight hundred and sixty-nine.

3. Each of the two Companies parties hereto (who are hereinafter called "the two Companies") shall for the purposes of all traffic whatever whether passengers goods minerals or other things arising and terminating on their respective railways and passing or destined or directed to pass between the two Companies at Linefoot from time to time and at all times have the right to book and invoice through from any station or place on their respective railways to any station or place on the railways of the other Company and each of the

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said Companies shall for and in respect of all traffic of the other Company at all times afford to and for such other Company all needful accommodation facilities and conveniences at and over their respective railways or any part thereof and at the stations works and conveniences thereon by the trains of the respective Companies and by through-booking and invoicing through-rates and so far as reasonably may be by through-waggons trucks and carriages and shall at all times and in all respects conduct forward and accommodate all such traffic on equal terms with and as well as if it were their own proper traffic.

4. Like facilities in all respects shall be given and enjoyed by all through-traffic interchanged between the two Companies. The term "through-traffic" shall mean traffic of every description passing or destined or directed to pass viâ Linefoot to or from any place on or beyond and viâ the railway of the Maryport Company and every or any part thereof from or to any place on or beyond and viâ the railway of the Cleator Company and every or any part thereof except such traffic as is specified in clause 3.

5. The tolls rates and charges for traffic of all kinds between competing points on or beyond the respective railways of the two Companies shall so far as the two Companies can control the same be equal.

6. The tolls rates and charges to be taken for all traffic interchanged at Linefoot shall be fixed and determined by mutual agreement between the two Companies or in case of difference shall from time to time be determined by arbitration as hereinafter mentioned or in the case of tolls rates and charges in which any other company or companies are interested then at the option of either of the two Companies by the Railway Commissioners or any other statutory authority appointed in their place and the two Companies respectively shall at all times keep all proper accounts and vouchers relating to such traffic and the through fares rates and charges therefor and shall afford to each other all reasonable facilities for the inspection and transcription thereof and shall render to each other monthly statements thereof and when reasonably required shall duly vouch the same.

7. The receipts on all traffic interchanged between the two Companies at Linefoot shall be divided between the two Companies in such proportions as shall be mutually agreed upon between them or failing agreement as shall be fixed and determined by arbitration as hereinafter provided.

8. Each of the two Companies will from time to time and at all times grant to the other Company on all their lines of railway and the stations thereon whether now made or hereafter to be made every facility usual between friendly companies and equal to any granted to any other company or companies at the same places including the exhibition of time bills and notices in reference to the traffic of their respective railways.

9. All differences and questions hereinbefore agreed or directed to be referred to or be determined by arbitration and questions which may hereafter arise between the two Companies as to the construction intent or effect of this agreement or any clause thereof or with respect to the fares rates and charges to be taken for traffic interchanged between the two Companies at Linefoot or

as to any facilities to be afforded by either of the Companies to the other under the provisions of this agreement or upon or with respect to the carrying the provisions thereof or any of them into effect or upon any matter arising out of the same respectively shall where not otherwise provided from time to time be settled and determined by arbitration in the manner (so far as applicable) provided by the Railway Companies Arbitration Act 1859 as to references of disputed questions to arbitration and all the sections of the said Act with reference to the settlement of disputes by arbitration shall (so far as they may be applicable) be taken as part of this agreement and as if the same had been specially incorporated therein. A.D. 1886.

10. In the event of the arbitrator at any time deciding that the Maryport Company are not duly affording to the Cleator Company the facilities which under the provisions of this agreement the Cleator Company are entitled to have afforded to them the Maryport Company shall pay to the Cleator Company by way of damages such a sum as the arbitrator may determine and award and the arbitrator may likewise give directions as to how the Maryport Company shall afford such facilities in future and the arbitrator may if in his opinion the Maryport Company do not duly afford the said facilities direct and determine that the Maryport Company shall thenceforth permit and suffer the Cleator Company to run with their engines and carriages of every description over so much of the Maryport Railway as lies between Linefoot and Brayton and to use the stations watering-places water and sidings of the Maryport Company at Linefoot and Brayton and all other necessary accommodation in connexion therewith upon such terms and conditions as may be mutually agreed upon or failing agreement as the arbitrator may determine.

11. The Cleator Company in consideration of these presents and the due observance thereof by the Maryport Company undertake and agree that they the Cleator Company will not directly or indirectly promote or support in the present or any future session of Parliament any Bill to construct a railway or railways with the like objects as the said portion of Railway Number 1 and Railway Number 2 to be abandoned as aforesaid or a Bill to obtain or confer running powers upon or powers of user over or affecting the railway of the Maryport Company or any part thereof without the consent of the Maryport Company given under their common seal either as regards the Cleator Company or any other company.

12. The Cleator Company shall also in consideration of these presents procure the abrogation or cancellation as from the date of the approval by Parliament of this agreement of a certain agreement dated the 7th day of November 1884 and made between the North British Company of the one part and the Cleator Company of the other part.

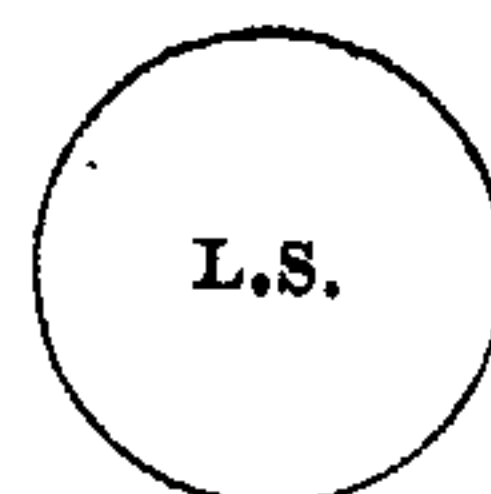
13. Nothing in this agreement shall be held to deprive the Companies parties hereto respectively of any rights they or either of them would have under any Act of Parliament or otherwise for facilitating the transmission of traffic between or viâ their respective systems whether by Linefoot or any other route.

14. This agreement shall commence and take effect as from the date hereof and so far as lawfully may be shall be perpetual.

Ch. lxxix.] *Cleator and Workington Junction* [49 & 50 VICT.]
Railway Act, 1886.

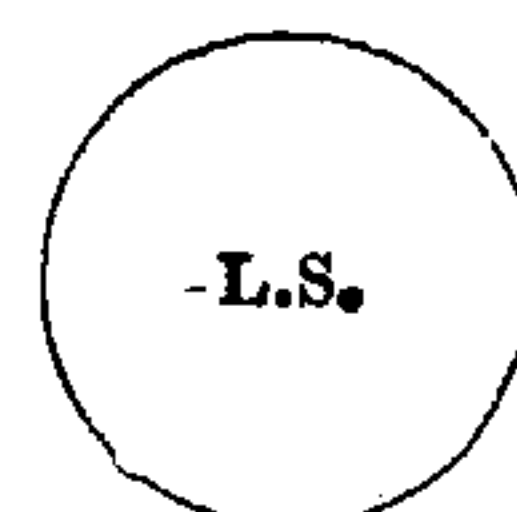
A.D. 1886. In witness whereof the respective Companies have hereunto affixed their
— respective common seals the day and year first above written.

The common seal of the Maryport and Carlisle Railway
Company was hereunto affixed in the presence of
HUGH CARR, Secretary.



The common seal of the Cleator and Workington Junction
Railway Company was hereunto affixed in the
presence of

GEO. H. ANYON, Secretary.



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