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# Articles of Agreement

BETWEEN

THE NORTH PENNSYLVANIA  
R. R. CO.,

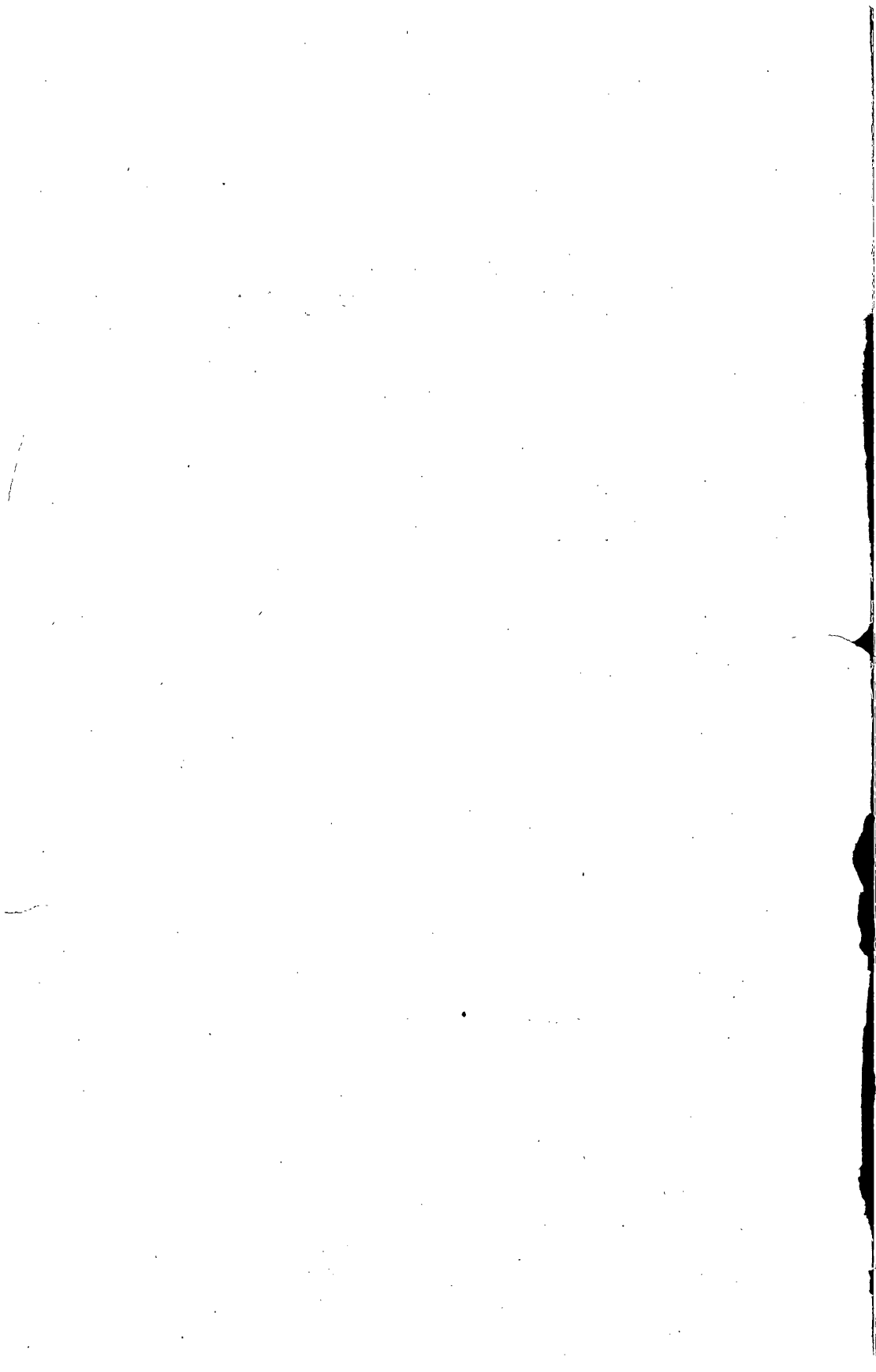
THE DELAWARE AND BOUND  
BROOK R. R. CO.,

AND

THE CENTRAL R. R. CO. OF  
NEW JERSEY.

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Dated March 30th, 1876.



**Articles of Agreement**, Made this thirtieth day of March, in the year 1876, between **The North Pennsylvania Railroad Company**, a corporation created by and existing under the laws of the State of Pennsylvania, parties of the first part; **The Delaware and Bound Brook Railroad Company**, a corporation created by and existing under the laws of the State of New Jersey, parties of the second part; and **The Central Railroad Company of New Jersey**, a corporation created by and existing under the laws of the State of New Jersey, parties of the third part.

**Whereas**, The parties to these presents are desirous of opening a new line of railroad for trade and travel between the cities of New York and Philadelphia, to be known as **THE NEW YORK AND PHILADELPHIA NEW LINE**, which said line is to be composed of the North Pennsylvania Railroad from Berks street station, Philadelphia, to Jenkintown, and of the branch railroad from Jenkintown to the middle of the Delaware river, southward of Yardleyville, being, together, twenty-eight and six-tenths ( $28\frac{6}{10}$ ) miles, belonging to the parties of the first part; of the Delaware and Bound Brook Railroad, extending from said point in the Delaware river to a point in the Central Railroad of New Jersey west of Bound Brook, being twenty-seven (27) miles, belonging to the parties of the second part; and the Central Railroad of New Jersey, extending from said point to the Hudson river at Jersey City, and also one mile by ferry from Jersey City to New York, being, together, thirty-two and eight-tenths ( $32\frac{8}{10}$ ) miles, belonging to the parties of the third part; making together a continuous line of railroad and ferry eighty-eight and four-tenths ( $88\frac{4}{10}$ ) miles in length;

**And Whereas**, The railroad of the parties of the first part extends from Berks street passenger station to Willow street freight station and to the Delaware river at its wharves adjoining Noble street, a distance of one and one-half ( $1\frac{1}{2}$ ) miles through the streets of Philadelphia;

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**And Whereas,** The parties of the second part are building a branch from a point in their main line to the city of Trenton, three and two-thirds ( $3\frac{2}{3}$ ) miles in length ;

**And Whereas,** It is deemed desirable for the public convenience and accommodation, and for the interest of the parties hereto, that the said railroads shall be worked as one line.

**Now therefore, this Agreement Witnesseth,** That the parties to this agreement, in consideration of the premises and of the faithful performance of the covenants and agreements hereinafter mentioned and contained to be kept and performed by all the parties hereto, do hereby covenant and agree, each with the others, as follows :—

**First.**—That they will, in good faith, open the said line as a through route between New York and Philadelphia and places east and west of the said points, and operate the said line as if the same were under one ownership ; and no diversion of business shall be allowed or encouraged to adjacent roads competing with any portion of the said line, but all business shall, as far as possible, be confined to and transacted over the entire line.

**Second.**—The several parties hereto shall, at their own cost and charges, complete, maintain, and perpetuate their several portions of railroad, and keep the same in first-class order and repair and always in condition for efficient use. They shall severally furnish all the tracks, sidings, passenger and freight houses, engine houses, water stations, shops, and other facilities required for the prompt transaction of the business over their several portions of the said railroad line, and shall increase the same from time to time as required by the increasing business.

**Third.**—Each party shall furnish its proportion of rolling stock and equipment of all kinds required for the business of the line according to the mileage of railroad controlled by them ; shall maintain the same in good order and condition ;

and shall increase the same from time to time as required by the increasing business.

In order to secure a proper adjustment of the engine and car service, regular accounts of the same shall be kept and adjusted monthly at fair rates to be agreed upon from time to time; and any party deficient in furnishing its proportion shall pay as above to the parties supplying such deficiency.

**Fourth.**—The parties hereto shall be severally responsible for all damages to persons or property arising from accidents occasioned by defects in the portion of road controlled by them.

**Fifth.**—The owners of equipment shall be responsible for all damages to persons or property arising from accidents occasioned by defects in the same. Where equipment is jointly owned the responsibility for defects in the same shall be in the proportion of ownership in the joint equipment.

**Sixth.**—The gross receipts derived from business passing over the whole route, or over portions of the route belonging to more than one of the parties hereto, shall be divided *pro rata* according to the distance carried on each road, irrespective of local rates, subject only to such charges as are herein agreed upon.

The *pro rata* division of passenger business shall be made on the whole distance between New York and Berks street station, but that of freight only between Jersey City and Berks street station. The cost of transport of freight between Berks street station and Willow street station and of handling at Willow street, and also the cost of transport between Jersey City and New York and of handling at New York, shall be prorated among all the parties hereto, on the distance between Jersey City and Berks street station.

Fixed rates for passengers and freight shall be allowed on the Trenton branch, the same being agreed on from time to time by the parties hereto.

**Seventh.**—If any party hereto shall shorten the line by straightening their portion of the railway, the distances on which the settlements are made shall nevertheless continue the same as before such shortening was made.

**Eighth.**—Full and accurate and separate accounts of the business of the road shall be kept in proper books, which shall be open to the inspection and examination of the parties hereto at all times, upon reasonable request and notice.

**Ninth.**—All engineers, firemen, conductors, baggagemen, brakemen, and other train men, shall be severally furnished, unless provision is made for employing them at joint expense; and they shall be subject to the rules, regulations, and orders of the road upon which they are running.

**Tenth.**—All agents, clerks, and employes required for transacting the said joint passenger and freight business, and all joint expenses for offices, books, stationery blanks, &c., shall be at *pro rata* expense.

**Eleventh.**—All running arrangements, time-tables, passenger and freight rates, &c., shall be made by mutual arrangement and consent.

**Twelfth.**—No contract hereafter made, by which any party hereto shall purchase, lease, or agree to operate any portion of the line not now owned by them, shall in any way affect this present agreement; but its terms and conditions shall remain in full force and operation the same as if such purchase, lease, or agreement to operate had been made before the present agreement had been entered into.

**Thirteenth.**—It is further mutually covenanted and agreed that no competitor in business nor hostile interest shall, by any act of any party hereto, have or obtain any interest in this agreement detrimental to the other parties, or to the revenues derived from the business, or to the future increase thereof.

**Fourteenth.**—All settlements between the parties hereto shall be made monthly, on the fifteenth day of the month, or as early in each month as possible.

**Fifteenth.**—The duration of this contract shall be for and during the continuation of the charters of the said companies, and of any renewals or extensions of the same, and no alteration shall be made in these articles except by the consent of all the parties hereto.

**In Witness Whereof**, the parties to these presents have caused the same to be signed by their respective Presidents, and their corporate seals duly attested and thereunto affixed, the day and year first above written.

*The North Pennsylvania Railroad Co.,*

Per WM. C. LUDWIG,

Attest,

*President pro tem.*

SEAL

J. S. WISE,

*Secretary.*

*The Delaware and Bound Brook Railroad Co.,*

Per E. C. KNIGHT,

Attest,

*President.*

SEAL

J. H. STEVENSON,

*Secretary.*

*The Central Railroad Co. of New Jersey,*

Per JOHN TAYLOR JOHNSTON,

Attest,

*President.*

SEAL

SAMUEL KNOX,

*Secretary.*