



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cliii.

An Act to enable the *South Yorkshire Railway and River Dun Company* to transfer their Undertaking to the *Great Northern Railway Company*.

[30th June 1852.]

WHEREAS an Act was passed in the Session of Parliament held in the Tenth and Eleventh Years of the Reign of Her present Majesty, called "The *South Yorkshire, Doncaster, and Goole Railway Act, 1847*," and a Company was thereby incorporated, under the Style of "*The South Yorkshire, Doncaster, and Goole Railway Company*," for making a Railway, with several Branches, from the *South Yorkshire Coal Field*, to unite with the *Great Northern Railway* at *Doncaster*: And whereas the following Acts enabling that Company to alter the Line of their Works and otherwise extending their Powers have also passed, namely, "*The South Yorkshire, Doncaster, and Goole Railway Act, 1848*," "*The South Yorkshire, Doncaster, and Goole Railway (Deviation and Extension of Elsecar Branch) Act, 1850*," and "*The South Yorkshire Railway and River Dun Act, 1850*," by which last-named Act the Style of the Company was changed to "*The South Yorkshire Railway and River Dun Company*:" And whereas by "*The Great Northern Railway Act, 1846*," the *Great Northern Railway Company* were incorporated,

[Local.]

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porated, and in pursuance of the Powers contained in that Act and in various Acts subsequently passed relating to the same Company they have constructed the *Great Northern* Railway from *Doncaster* through *Lincolnshire* to *London*, and communicating with the Midland and Eastern Parts of *England*: And whereas that Part of the Undertaking of the *South Yorkshire* Railway and *River Dun* Company (herein-after called the Company) which consists of Railways is composed of a Line of Railway from *Barnsley* to *Doncaster*, with an Extension to the Neighbourhood of *Peniston*, and another Extension to *Tankersley* and *Elsecar*, and by virtue of the Fifty-third Section of the first-recited Act the Company have vested in them so much of the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway as lies between *Barnsley* and the Neighbourhood of *Sheffield*, which Portion of Railway (as authorized to be diverted by virtue of "The *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway (Deviation and Amendment) Act, 1851,") is now Part of the Undertaking of the Company: And whereas that Part of the Undertaking of the Company which consists of Canals and Navigations is composed of the Navigation of the *River Dun* and of the *Dearne and Dove* Canal, which were vested in the Company by the first-recited Act, subject to certain Events which have since happened, and also of the *Stainforth and Keadby* Canal, which was vested in the Company by virtue of "The *Stainforth and Keadby* Canal Purchase Act, 1849," and lastly of the *Sheffield* Canal, which was vested in the Company by virtue of "The *Sheffield* Canal Transfer Act, 1849:" And whereas the Eastern Terminus of the *South Yorkshire* Railway is at *Doncaster*, where the *Great Northern* Railway (with which they there unite) forms the main Outlet for their Mineral Traffic, and it would contribute to the efficient and economical working of the Undertaking of the *South Yorkshire* Railway and *River Dun* Company if that Undertaking was conducted by the *Great Northern* Railway Company, upon the Conditions herein-after expressed: And whereas both Companies are desirous that such an Arrangement should be effected, and an Agreement has been entered into between them under their respective Common Seals, bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and fifty-two, for transferring to the *Great Northern* Railway Company the Undertakings and Property of the other Company: And whereas the Ordinary Capital of the Company consists of One million and thirty thousand Pounds, divided into Fifty-one thousand and five hundred Shares of Twenty Pounds each, on Part of which Fifteen Pounds and on other Part Five Pounds have been paid up; and the Preference Capital of the Company consists of One million Pounds, divided into Fifty thousand Shares of Twenty Pounds each, on which Twenty Pounds is treated as having been paid up; and the Company have also raised by Loan on Mortgage or Bond the Sum of Two hundred

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hundred and eight thousand Pounds; and it is expedient, that if the Undertaking of the Company is transferred to the *Great Northern Railway Company*, the Shares of the Company should be classified in the Manner herein-after mentioned, and should have attached to certain of them the Privileges and Advantages herein-after described: But inasmuch as these Objects cannot be accomplished 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:

I. It shall be lawful for the *South Yorkshire Railway and River Dun Company*, with the Authority of Three Fifths of the Votes of the Shareholders thereof who may be present, either personally or by Proxy, at some Extraordinary General Meeting of the Company, to demise or lease their Undertaking, for such Consideration or annual Rent as they shall think proper, unto the *Great Northern Railway Company*, for any Term which has been or shall be agreed upon; and the *Great Northern Railway Company* are hereby authorized, with the like Authority of the Shareholders thereof, to enter into and accept such Lease; and every such Lease shall be valid and effectual and shall entitle the *Great Northern Railway Company*, during the Term therein granted, to the full and free Use and Enjoyment of the Undertaking thereby demised and the Works connected therewith.

Power to
Company to
lease the
Undertaking
to the Great
Northern
Railway
Company:

II. It shall be lawful for the *South Yorkshire Railway and River Dun Company*, by and with the Authority of Three Fifths of the Votes of the Shareholders thereof who may be present, either personally or by Proxy, at some Extraordinary General Meeting of that Company specially called for the Purpose, to sell, transfer, or dispose of, and for the *Great Northern Railway Company*, by and with the like Authority of the Shareholders thereof, to purchase or accept, the Undertaking of the *South Yorkshire Railway and River Dun Company*, for such Consideration and upon such Terms and Conditions as have been or may be mutually agreed upon, subject to the existing Liabilities affecting the same Undertaking, and subject also to the Provisions of this Act.

or may sell
the same to
the Great
Northern
Railway
Company.

III. The Conveyance or Assignment of the said Undertaking may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of the Purchase or Transfer may render necessary, and such Conveyance shall be duly stamped (for denoting the Payment of the full and proper Stamp Duty by Law payable

Form and
Effect of
Conveyance.

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payable in respect of the Purchase Money), and shall be under the Common Seals of the *South Yorkshire Railway and River Dun Company* and of the *Great Northern Railway Company*, and shall when so executed be effectual to vest the said Undertaking, and all the Rights, Privileges, Powers, and Authorities of the Company, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, Appurtenances whatsoever forming Part of and belonging to such Undertaking, and all Books, Maps, Plans, and other Documents, and also all the personal Property, Monies, and Effects, of or to which the Company may be seised, possessed, or entitled, at Law or in Equity, at the Time of the Execution of such Conveyance, absolutely in the *Great Northern Railway Company*; and the Undertaking so conveyed shall thenceforth become and form Part of the Undertaking of the *Great Northern Railway Company*, subject nevertheless and without Prejudice to any Mortgages, Charges, or Incumbrances which at the Time of the Execution of such Conveyance may be upon or affect the *South Yorkshire Railway and River Dun Company*, or which may affect any of the Property of the same Company.

Notice of Execution to be given in the Gazette.

7 W. 4. &
1 Vict. c. 83.

IV. Within Twenty-one Days after the Execution of such Conveyance, Notice thereof shall be inserted in the "*London Gazette*," and a Counterpart Copy of such Conveyance, under the Common Seals of the Two Companies, shall be deposited at the Office of the Clerk of the Peace for the West Riding of *Yorkshire*, within the before-mentioned Period, and the said Clerk shall receive and retain the same, and permit the Inspection thereof, and the making Copies thereof or Extracts therefrom, in the like Manner, and subject to the like Terms and Penalties, as in an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament*, are expressed in relation to the Documents referred to in the same Act.

On Execution of the Conveyance, Powers of the selling Company to cease, and to vest in Great Northern Railway Company.

V. So soon as any such Conveyance shall have been so executed and advertised, and a Counterpart Copy thereof deposited as aforesaid, the Powers of the *South Yorkshire Railway and River Dun Company*, so far as regards the Undertaking now vested in that Company, shall cease and determine, and all the Rights, Privileges, Powers, and Authorities conferred on or given to the said Company by the before-recited Acts or by any other Means shall apply to and be vested in the *Great Northern Railway Company*, and may lawfully be used, exercised, and enjoyed by the last-mentioned Company or the Directors thereof, or their Officers, Agents, or Servants, under the same Penalties, Provisions, and Restrictions as are applicable to or imposed

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imposed upon the *South Yorkshire Railway and River Dun Company*; and the Corporate Seal of the *Great Northern Railway Company* shall be used instead of the Seal of the *South Yorkshire Railway and River Dun Company*, and shall have the same Force in every respect as though the said Undertaking formed Part of the Undertaking of the *Great Northern Railway Company*, and the *Great Northern Railway Company* had been originally authorized to carry the same into effect.

VI. All Contracts, Covenants, Agreements, Conveyances, Leases, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of, or by or for or obligatory upon, the *South Yorkshire Railway and River Dun Company*, previously to the Execution of such Conveyance, shall from and after the Execution thereof be and remain as good, valid, and effectual, in favour of, against, and in reference to the *Great Northern Railway Company*, and may be proceeded on and enforced in the same Manner, by or against the *Great Northern Railway Company*, to all Intents and Purposes as if that Company had been a Party to and executed the same or had been named or referred to therein instead of the *South Yorkshire Railway and River Dun Company*.

Contracts not to be affected.

VII. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced previously to the Execution of such Conveyance, either by or against the *South Yorkshire Railway and River Dun Company* shall abate or be discontinued or prejudicially affected by reason of the vesting of the said Undertaking in the *Great Northern Railway Company*, but, on the contrary, the same shall continue and take effect in favour of and against the *Great Northern Railway Company* in the same Manner in all respects as the same would or might have continued and taken effect in favour of or against the *South Yorkshire Railway and River Dun Company*.

Actions, &c. not to abate.

VIII. It shall be lawful for the said Companies, with such Consent of the Proprietors of the said Companies respectively as aforesaid, at any Time before such absolute Conveyance as aforesaid, to enter into Agreements for the working and Management by the *Great Northern Railway Company* of the Undertaking of the *South Yorkshire Railway and River Dun Company*, and to vary the said Agreements from Time to Time; and the said Agreements may contain Stipulations for the Participation of the said Two Companies in the Profits of the Traffic common to both Undertakings, or derived from the One by the other, and concerning the Use of their respective Undertakings or any Parts thereof, or the Stations, Approaches, and Conveniences, Docks, Sidings, Wharfs, Quays, Warehouses, and Works connected with the said Undertakings.

Power to Companies to enter into Agreements;

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and to vary
Agreements.

IX. After the Undertaking of the Company shall be transferred to the *Great Northern Railway Company* in perpetuity, subject to certain Stipulations and to certain graduated or other annual Payments, or after the same Undertaking shall be so transferred for a Term of Years by virtue of a Lease, it shall be lawful for both Companies, with such Consent as aforesaid, in the Case of such Lease, and in case of such absolute Purchase for the Trustees herein-after named, with the Consent of a like Proportion of the Shareholders of *South Yorkshire Ordinary Stock*, and if the *South Yorkshire Preference Stock* shall be affected by such absolute Purchase, with the Consent of a like Proportion of the Holders of such Preference Stock, at any Meeting convened by Notice, in accordance with the Companies Clauses Consolidation Act, 1845, from the said Trustees, and for the *Great Northern Railway Company*, with such Consent as aforesaid, to vary from Time to Time the Conditions of such Deeds of Transfer or Lease, and the Amounts payable thereunder, and the Principle and Method of Payment: Provided always, that no such Contract or Agreement shall alter or impair the Rights of any Parties other than the said Companies, Trustees, and Shareholders, or shall increase the Tolls and Charges lawfully payable for the Use of the same Undertaking.

As to Capital
of the Com-
pany in case
of the Sale of
the Under-
taking.

X. In case the Undertaking of the *South Yorkshire Railway and River Dun Company* shall be permanently vested in the *Great Northern Railway Company*, in consideration of a Scale of Payment graduated according to the Quantity of Coal or of any other Traffic derived by the *Great Northern Railway* from the *South Yorkshire Railway*, in pursuance of the Agreement herein-before mentioned, or otherwise, the following Arrangements shall be made by the *Great Northern Railway Company* with reference to the Capital of the first-named Company.

Ordinary
Capital.

XI. The Ordinary Capital of the Company already paid up, or as the same shall be paid up, shall be formed into a Stock to be called "*Ordinary South Yorkshire Railway Stock*," and that Stock shall be entitled to receive Dividends according to such graduated Scale.

Preference
Capital.

XII. The Capital of the Company on which any Interest or Dividend is guaranteed, or which is entitled to any Priority of Dividend, shall be formed into a Stock to be called "*Guaranteed South Yorkshire Railway Stock*," and such Stock shall be entitled to the same Advantages as the Shares which it represents, and the Interest or Dividends guaranteed to the same shall be charged upon and payable out of the Revenues derived not only from the Undertaking of the *South Yorkshire Railway and River Dun Company* but also from that of the *Great Northern Railway Company*.

XIII. It

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XIII. It shall be lawful for the Company, at the First General Meeting to be held after the passing of this Act, to elect Three Persons to be Trustees, who shall remain in Office until the Annual Meeting herein-after mentioned in *February* One thousand eight hundred and fifty-three, when it shall be lawful for the Proprietors of the "Ordinary *South Yorkshire* Railway Stock" to elect Three Persons to be Trustees, of whom One shall retire annually and be capable of Re-election, and in each subsequent Year to elect One Person to fill up such Vacancy; and such Elections shall be conducted and the Votes of the said Proprietors shall be regulated in the same Manner as Elections for Directors in the said Company have been heretofore lawfully made; and the said Meetings for the Election of Trustees shall be convened by the Secretary of the *Great Northern* Railway Company, in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," for the convening of General Meetings of the Company, and shall be held annually on the First *Wednesday* in *February* in *London*, *Sheffield*, or *Doncaster*, and shall, until the First Election of Trustees, or in the Absence of Trustees, be presided over by some Proprietor selected by the Meeting, or if any Trustee is present, then by One of the said Trustees: Provided always, that if any Trustee shall during his Year of Office die, retire, or become incapable to act, his Place shall be supplied by a Meeting of Proprietors convened as aforesaid within Six Weeks after the Vacancy has occurred, or in default of such Meeting then by the remaining Trustees or Trustee.

Trustees for
the Com-
pany.

XIV. The *Great Northern* Railway Company shall pay annually to the said Trustees the Sum of Six hundred Pounds as a Remuneration for the Labours of their Office; and there shall be laid before the said Trustees, by the Secretary of the *Great Northern* Railway Company, half-yearly Accounts of the Coal Traffic carried on the Railways of the said Undertaking, accompanied with adequate Vouchers for the same; and the said Trustees shall have Power to inspect all Books of Account of the *Great Northern* Railway Company relating to that Traffic, and all weekly and other Returns touching that Traffic from the Stations of the *Great Northern* Railway communicating with the *South Yorkshire* Railway, with a view to ascertain the Quantity of Coal brought on the *Great Northern* Railway as aforesaid; and if the said Trustees are dissatisfied with the Method of keeping such Accounts or making such Returns, or with the Adequacy or Accuracy of the Information laid before them, they shall make their Complaint in Writing addressed to the Chairman of the *Great Northern* Railway Company, who shall with all reasonable Despatch supply the Deficiencies in the Matters aforesaid.

Duty and
Powers of
Trustees.

XV. The

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Trustees to settle Dividend, and report to Great Northern Railway Board.

XV. The said Trustees shall, on or before the Fifteenth Day of *January* and the Fifteenth Day of *July* in every Year, fix the Amount of Dividend which, under the Terms or Conditions of such Conveyance or Agreement as aforesaid, ought to be paid to the Proprietors of "Ordinary *South Yorkshire* Railway Stock," and they shall report in Writing under their Hands, or under the Hands of any Two of them, their Conclusion, and the Facts on which it is founded, to the Secretary of the *Great Northern* Railway Company; and if the Amount so reported is acquiesced in by the Directors of the last-named Company, they shall declare and pay the Dividend accordingly during the Months of *February* and *August* in every Year, and such Dividend shall not afterwards be disturbed in consequence of any real or supposed Error in the Calculations on which the same was founded.

In case of Dispute as to Conclusion of Trustees, the same to be settled by Arbitration.

XVI. If, however, the said Directors shall dispute the Conclusion reported by the said Trustees, and shall deny that the Amount of Dividend claimed by the said Trustees is due, and if the said Directors and Trustees, after Conference thereon, ultimately differ about the same, or if any Difference arise between the said Directors and Trustees touching the Adequacy or the Accuracy of the Information laid before the said Trustees concerning the said Coal Traffic, or touching the Method of keeping the Accounts of the same, or the Principles on which the Dividends ought to be calculated, or touching any of the Matters in which the Interests of the said Proprietors of "Ordinary *South Yorkshire* Railway Stock" are concerned, such Difference shall be settled by Arbitration in the Manner prescribed by the "Companies Clauses Consolidation Act, 1845," the Trustees being the One Party, and the said Directors being the other Party to the Reference: Provided always, that it shall not be lawful for the Directors of the *Great Northern* Railway Company or for the said Company to withhold or delay the Payment of the Dividend pending any such Arbitration, but the Dividend reported by the said Trustees to be due shall be paid at the same Time on which it would have been paid if no such Arbitration were depending; and if the Award shall determine that the said Dividend was greater than was due the Excess shall, with any Expenses which may be by such Arbitration ordered to be paid, be deducted from the next half-yearly Dividend; and it shall, be lawful for the said Arbitrator to order the Payment of any Costs or Expenses by the *Great Northern* Railway Company which the said Arbitrator may think fit, and the *Great Northern* Railway Company shall pay such Costs accordingly.

As to Means of enforcing Payment of Dividends.

XVII. If at any Time a half-yearly Dividend reported to be due to the said Proprietors shall remain unpaid for One Month after the Time when the same shall be of Right payable by virtue of any Agreement

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Agreement between the Companies or of this Act, it shall be lawful for the Trustees to recover the said Dividend, and all Expenses attending the same, by Distress upon the Undertaking of the *South Yorkshire Railway and River Dun Company*, or upon any Part of the said Undertaking, in the same Manner as Distress for Rent in arrear, or by the Appointment of a Receiver of the Tolls, Rents, and Profits of the said Undertaking, in the Manner prescribed by the Fifty-third and Fifty-fourth Sections of the "Companies Clauses Consolidation Act, 1845:" Provided always, that the Powers granted in this Section shall not impair the Security of any Mortgagees or other Creditors of the *South Yorkshire Railway and River Dun Company*, but the Claims of such Mortgagees and Creditors shall rank before and be satisfied in preference to the Claims of the said Proprietors; and in case no such Distress shall be made so as to ensure Payment of such Dividend within Three Months after such Dividend shall be in arrear, it shall be further lawful for the Proprietors of the Shares or Stock in respect of which the same may be due to recover any such Dividend which may be in arrear by Action at Law against the said *Great Northern Railway Company*, with all Costs and Expenses attending the same; and in case of such Distress, and Recovery thereunder, the said Trustees shall pay such Dividend to the Persons entitled to the same, and may recover by Action at Law as aforesaid all Expenses attending on such Payment.

XVIII. The said Trustees shall be paid and indemnified out of the Funds and Revenues of the *Great Northern Railway Company* for all Costs, Charges, and Expenses lawfully incurred by them in the Execution of their Office; and the said Trustees may meet at such Times and such Places and with such Notice as they may think proper, for carrying into effect the Purposes of their Appointment; and Two shall be a Quorum of the said Trustees; and the Concurrence of Two of the said Trustees, testified at such Meeting as aforesaid by Writing under their Hands, shall be necessary for all Acts to be done by them, in pursuance of the Powers hereby granted, and any Act so concurred in and testified shall be deemed to be the Act of the said Trustees; and any Proceedings which may become necessary at Law or in Equity, or in the Prosecution of any of the Remedies provided by this Act, shall be as valid and effectual if taken by and in the Names of any Two of such Trustees as if taken by and in the Names of all Three such Trustees.

Trustees to
be indemnified.

XIX. And whereas it will contribute to the public Convenience that a free Interchange of Traffic in Passengers, Goods, and Minerals should be established between the *Great Northern* and the *Midland Railway Companies* at the Junctions between the *South Yorkshire*
[Local.]

As to Inter-
change of
Traffic be-
tween Great
Northern
and Midland
Railway
Companies.

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Railway and the *Midland* Railway, and on the Principle of a Mileage Rate: Be it enacted, That in case the *Midland* Railway Company shall, by Notice under their Common Seal, signify to the *Great Northern* Railway Company their Desire to adopt this Provision, then, so soon as the Undertaking of the *South Yorkshire* Railway and *River Dun* Company shall by virtue of this Act have become vested in or be under the Control of the *Great Northern* Railway Company, either by Lease or Amalgamation or otherwise, the last-named Company and the *Midland* Railway Company shall make such mutual Arrangements at the said Junctions between the *South Yorkshire* Railway and the *Midland* Railway as shall provide for the proper Conveyance of Traffic in Passengers, Goods, and Minerals, and of Waggon and Carriages, along their respective Lines, on the Principle of a Mileage Rate, so as effectually to prevent any Detention of such Traffic, and to prevent any disproportionate Charge thereon; and in case the said Companies or either of them shall fail to make such Arrangements as aforesaid, the same shall be referred to Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845."

Formation of
Branch Rail-
way to Mid-
land Railway
near Swin-
ton.

XX. And whereas it is expedient to ensure the Formation of that One of the Branch Railways authorized to be made by the *South Yorkshire* Railway Company under the *South Yorkshire, Doncaster, and Goole* Railway Act, 1847, which forms a Junction with the *Midland* Railway on the Western Side near *Swinton*: Be it enacted, That if the *Midland* Railway Company shall within Six Months after the passing of this Act signify under their Common Seal to the *South Yorkshire* Railway and *River Dun* Company (or if the Undertaking of the last-named Company shall then be vested, under the Authority of this Act, in the *Great Northern* Railway Company, then to the last-named Company,) their Desire that the aforesaid Junction shall be effected, and shall also grant to either of the said Companies (as the Case may be) the Use of so much of the Land of the *Midland* Railway Company as may be necessary for effecting the said Junction, and for the Purposes of such Junction only, then the Company who for the Time being shall be in possession of the *South Yorkshire* Railway shall forthwith proceed to construct the said Junction, and to open the same for Traffic: Provided always, that if the said Branch be not completed within Nine Months after the Delivery of such Notice as aforesaid, the Company which shall be in possession of the *South Yorkshire* Railways shall forfeit and pay to the said *Midland* Railway Company the Sum of Twenty Pounds for every Day during which such Branch shall be left uncompleted, and such Penalty may be recovered against the Company which shall be in possession of the *South Yorkshire* Railway by the *Midland* Railway Company, as liquidated Damages, in any Court of competent Jurisdiction.

XXI. It

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XXI. It shall not be lawful for either of the said Companies, out of any Money by this Act or any other Act relating to them authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Companies to construct any other Railway or execute any other Work or Undertaking.

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

XXII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and an Act was passed in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the last Session of Parliament, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt either of the said Companies or either of their Undertakings from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Undertakings and Companies, so far as the same shall be applicable thereto.

Railways,
&c. to be
subject to
Provisions of
1 & 2 Vict.
c. 98.,
3 & 4 Vict.
c. 97.,
5 & 6 Vict.
c. 55.,
7 & 8 Vict.
c. 85.,
9 & 10 Vict.
c. 57., and
14 & 15 Vict.
c. 64.

XXIII. Nothing herein contained shall be deemed or construed to exempt the Undertakings of the Companies as authorized by the several Acts relating thereto from the Provisions of any General Act relating to such Acts, or of any General Acts relating to Railways, or to 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railways not
exempt from
Provisions of
any future
General Act.

XXIV. The Expense of passing this Act and incidental thereto shall be paid by the *Great Northern Railway Company*.

Expenses of
Act.

XXV. In citing this Act it shall be sufficient to use the Expression "The *South Yorkshire Railway and River Dun Company's Transfer Act, 1852.*"

Short Title.

*The South Yorkshire Railway and River Dun Company's
Transfer Act, 1852.*

SCHEDULE to the foregoing Act.

Form of Conveyance of the Undertaking.

This Indenture, made the Day of in the Year of our Lord between the South Yorkshire Railway and River Dun Company of the One Part, and the Great Northern Railway Company of the other Part, witnesseth, that the South Yorkshire Railway and River Dun Company, in consideration of , and also in consideration of the Covenants and Agreements herein-after contained, and on the Part of the Great Northern Railway Company to be performed, and by virtue and in pursuance and under the Authority of "The South Yorkshire Railway and River Dun Company's Transfer Act, 1852," do hereby convey all the Undertaking of the first-named Company and all the Powers and Authorities with respect to the same vested or hereafter to be enjoyed by the South Yorkshire Railway and River Dun Company, by virtue of any Act or Acts passed prior to the Session of Parliament held in 1852, unto the Great Northern Railway Company absolutely and for ever, but subject to all existing Liabilities affecting the same, and subject also to the Provisions of the said Act; and the said Great Northern Railway Company do hereby accept and take the same Undertaking, subject to the Liabilities aforesaid, and to the Provisions of the said Act. In witness, &c.

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