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## *Cap. ccxxxviii.*

An Act to enable the *North-eastern Railway Company* to construct a Railway from the *Hull and Selby Railway* at *Staddlethorpe* to the authorized Line of the *South Yorkshire Railway* near *Thorne*, with Two Branches therefrom; to raise additional Capital; and for other Purposes.

[28th July 1863.]

WHEREAS it is expedient that the *North-eastern Railway Company* (in this Act called "the Company") should be empowered to construct a Railway between the *Hull and Selby Railway* and the authorized Line of the *South Yorkshire Railway*, and the other Railways herein-after mentioned: And whereas it is expedient that the Company and the *South Yorkshire Railway and River Dun Company*, the *Manchester, Sheffield, and Lincolnshire Railway Company*, the *Great Northern Railway Company*, and the *Lancashire and Yorkshire Railway Company* (in this Act respectively called "the *South Yorkshire Company*," "the *Sheffield Company*," "the *Great Northern Company*," and "the *Lancashire and Yorkshire Company*,") should be empowered to enter into the Arrangements herein-after

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authorized: And whereas it is expedient that the Agreements set forth in the Schedules to this Act should be confirmed, and that the Company should be empowered to raise a further Sum of Money, and that further Powers should be granted to them; but 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, in manner following; (that is to say,)

Short Title. 1. This Act may be cited for any Purpose whatever as "The *North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*"

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. extended to this Act. 2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," so far as the same are not expressly altered or otherwise provided for by this Act, shall apply to the Railways and Works by this Act authorized to be made, and shall be incorporated with and form Part of this Act.

Interpretation of Terms. 3. The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Meanings. 4. The several other Words and Expressions to which in the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to make Railways and Works. 5. And whereas Plans showing the Lines of the Railways hereby authorized to be made, and the Lands in or through which the same, and the Works connected therewith, are intended to pass or be made, and Sections showing the Levels of those Railways, with a Book of Reference to those Plans, were in the Month of *November* 1862 deposited with the Clerks of the Peace for the East and West Ridings of the County of *York*: Therefore, subject to the Provisions in this Act and in the Acts incorporated herewith contained, the Company may enter upon, take, and use all or any of the Lands shown on the deposited Plans, and described in the deposited Book of Reference, and may make and maintain in or upon those Lands the Railways herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith, in the Lines delineated on the said Plans, and according to the Levels shown by the said Sections; (that is to say,)

First,

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First, a Railway commencing by a Junction with the Rails of the *Hull and Selby* Railway at or near the West End of the *Staddletorpe* Station on that Line, in the Township and Parish of *Blacktoft*, in the East Riding of the County of *York*, and terminating by a Junction with the authorized Line of Railway of the *South Yorkshire* Company, on the East Side of a Road called *Johnson's Road*, otherwise *Ashfield Lane*, in the Township of *Stainforth* and Parish of *Hatfield* in the West Riding of the said County of *York*, unless such authorized Line of Railway shall be diverted under the Authority of an Act for that Purpose now pending in Parliament under the Short Title of "*South Yorkshire Railway Alteration, &c.*," by which Act Power is also sought to construct a Branch Railway out of such diverted Line of Railway, to terminate on the South-west Side of the *Bawtry and Selby* Turnpike Road, numbered 34 on the deposited Plans of the said diverted and Branch Railways in the Parish of *Thorne* in the said West Riding, and in that Case the said Railway by this Act authorized shall terminate by a Junction with such Branch Railway at the Termination thereof on the South-west Side of the said Turnpike Road, and within the Limits of Deviation in the said Parish of *Thorne* shown on the deposited Plans of the said Railway by this Act authorized:

Secondly, a Railway commencing by a Junction with the said first hereby authorized Railway in a Field formerly called *Canal or Railway* Field, now Part of a larger Field belonging to *Hannah Clark* and *Charles Briggs*, as Trustee of the Marriage Settlement of *Charles Henry Dunhill* and *Hannah Carter Dunhill* his Wife, and in the Occupation of *Thomas Briggs*, in the Township of *Armin* and Parish of *Snaith* in the said West Riding, and terminating by a Junction with the Railway at *Goole* of the *Aire and Calder* Company near the level Crossing of that Railway over the Occupation Road leading from the *Old Potter Grange Farm* to *Goole* in the Township of *Hook* and Parish of *Snaith* in the said West Riding:

Thirdly, a Railway commencing by a Junction with the said first hereby authorized Railway in a Field formerly called *Seavey Field*, other Part of the said larger Field occupied by *Thomas Briggs*, and terminating by a Junction with the *Wakefield, Pontefract, and Goole* Branch of the *Lancashire and Yorkshire* Railway, near to the Wooden Bridge by which that Branch crosses the *New Potter Grange* Drain, all in the said Township of *Armin* and Parish of *Snaith*:

And the said intended Railways and the Works connected therewith respectively shall for all Purposes become and be Part of the Undertaking of the Company.

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Railway not to be diverted in certain Lands belonging to Companies herein named.

6. It shall not be lawful for the Company to divert to the Eastward the centre Line of the Railway as shown on the deposited Plans in the Lands of the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, in this Act called the *Aire and Calder* Company, numbered on those Plans 38a, 42a, and 42b, in the Township of *Hook*, nor shall anything in this Act contained authorize the Company to use that Portion of the *Wakefield, Pontefract, and Goole* Railway which is made on the Lands of the *Aire and Calder* Company.

Power to cross certain Roads on the Level.

7. And whereas the said intended Railways will be constructed with a double Line of Rails: Therefore, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on a Level, the Company, in the Construction of the Railway first by this Act authorized may carry the same with a double Line of Railway across and on the Level of the several Roads or Highways numbered on the said deposited Plans as follows; (that is to say,)

No. on Plan.	Township.	No. on Plan.	Township.
3	Bellasize	34	Laxton.
18	Ditto	5	Saltmarshe.
33	Ditto	34	Hook.
18	Laxton	70	Thorne.

Provided always, that it shall not be lawful for the Company in shunting Trains to pass any Train over any such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect Lodge at Points of Crossing and abide by Rules, &c. of Board of Trade.

8. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge fitted for the Residence of a Gatekeeper, at the several Points where the said Railway crosses the before-mentioned Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade and if the Company shall fail to erect or at all Times maintain any such Lodge, or to appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges to

9. The Board of Trade may (if it shall appear to them to be necessary for the public Safety) at any Time, either before or after the said Railway shall have been completed and opened for public Traffic, require the Company,

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pany, within such Time as that Board shall direct, and at the Expense of the Company, to carry any of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

be erected in lieu of level Crossings.

10. If the Company, under the Powers for that Purpose contained in "The Railways Clauses Consolidation Act, 1845," raise the Level of the public Road numbered 34 in the Township of *Hook* on the said deposited Plans, the same Road shall not be raised more than Eighteen Inches above the present Level of the Centre thereof.

Public Road numbered 34 in the Township of Hook not to be raised more than 18 Inches.

11. It shall be lawful for the Company and the *South Yorkshire* Company from Time to Time to make and enter into Contracts or Agreements with reference to the Mode of constructing and Construction of any Station and Approaches and Accommodation Works at or near the Junction of the first described Railway with the Railway or proposed Branch Railway of the *South Yorkshire* Company in the Parish of *Thorne*, and also as to the Regulation, Management, and joint Ownership or joint Use and Occupation of the same, or any Part or Parts thereof respectively, by the said Companies or either of them, and for the Formation, Maintenance, and Repair thereof, or any Part or Parts thereof respectively, and the Costs, Charges, and Expenses incident thereto respectively, and to the Purchase and taking of the Land requisite for the same, as they the said Companies may respectively deem advisable, and every such Contract or Agreement may be altered and varied, and may contain such Covenants, Clauses, Powers, Provisions, and Conditions as may be mutually agreed on between the said Companies.

Power to enter into Contracts with the *South Yorkshire* Railway Company for Joint Stations.

12. In carrying the Railway first hereby authorized over the navigable Cut or Canal made by the *Aire and Calder* Company from and out of their Navigation in the Township of *Knottingley* to communicate with the River *Ouse* in the Township of *Goole*, the Company shall, and they are hereby required, at their own Expense, (under the Inspection of the Engineer for the Time being of the *Aire and Calder* Company, and according to Plans to be approved by the respective Engineers of that Company and of the Company or their Umpire) to erect and build a good and substantial Bridge of Stone, Brick, or Iron, of One Arch or Span, of not less than Eighty-five Feet on the Square if the same be a fixed Bridge and with One opening Span of Forty-five Feet if the same be an Opening or Swing Bridge, over the same Cut or Canal and the Towing-path and Bank on the respective Sides thereof, and with perpendicular Foundation Walls to such Bridge without any Projections under Water, the Width allowed for which Towing-path shall not be less than Twelve Feet, and

For Protection of the *Aire and Calder* Navigation in respect of the Bridge over the *Knottingley* and *Goole* Canal.

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the Breast Walls thereof shall be built perpendicularly from the Foundation thereof respectively, and the under Side of the Soffit of the Arch or Span of such Bridge shall not be less than Thirteen Feet Six Inches in Height above the ordinary Surface Water Level of the said Cut or Canal where such Bridge shall be constructed, nor be less than Nine Feet in Height above the said Towing-path ; and during such Time or Times as the said Bridge shall be building or repairing the Company shall keep the Navigation of the said Cut or Canal, and the Towing-path thereof, at and about the same Bridge free and clear, so that the Boats, Barges, and other Vessels navigating on and upon the said Canal may have sufficient and convenient Room to navigate the same and use the Towing-path thereof.

Bridge over Knottingley and Goole Canal in certain Events to be made an opening Bridge.

**13.** If the *Aire and Calder* Company shall at any Time hereafter deem it necessary for the public Accommodation to extend their Docks at *Goole* Westward of the Site of the Bridge by this Act authorized to be made over the *Knottingley and Goole* Canal, and the Board of Trade, after hearing the Company, or giving them Notice and a reasonable Opportunity of being heard on the Question, shall certify the Necessity of such Extension, then that Board may order the said Bridge to be converted by the Company into an Opening or Swing Bridge, and the Company shall within Eighteen Months after the Delivery of such Order to them, at their own Expense, alter the said Bridge into an Opening or Swing Bridge of such Span not exceeding Forty-five Feet in Width as shall be specified in such Order, and the said Board may make such reasonable Regulations, to be carried out by and at the Expense of the Company, as to the opening and shutting of such last-mentioned Bridge, and for the Protection of the Public during the Construction thereof, or subsequently, as the said Board shall deem expedient: Provided that the said Bridge shall be so constructed as that, in the event of any such Extension of the said Docks being made by the *Aire and Calder* Company, that Company may be able to deepen the Waterway under the said Bridge to the Depth of Water in their existing Docks.

Navigation of Knottingley and Goole Canal and Towing-path not to be interrupted.

**14.** The Company shall, during the Construction of the Bridge over the said Cut or Canal, or of any future Bridge in lieu thereof, or during the Repairs of any such Bridge, leave the navigable Waterway thereof open and uninterrupted for a Width of not less than Thirty Feet, and Twelve Feet in Height above the ordinary Surface Water Level there, and the present Towing-path thereof shall remain undisturbed, except only so far as may be unavoidable in making the Breast Walls thereto, after which the Ground shall be made good and properly gravelled for the Passage of Horses under such Bridge.

Company to maintain Bridge, &c. in good Repair.

**15.** The Company shall at their own Expense maintain the Bridge to be erected for carrying the said Railway over the said Cut or Canal, and the

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the Approaches, Side Slopes, or Banks of the said Railway near the same Cut or Canal, and the Fences thereof, and the Culverts for conveying any of the Soak Drains of or occupied with the said Cut or Canal under the said Railway in good Repair and Condition.

16. The Bridge over the River *Ouse* shall be constructed by the Company with Spans of One hundred Feet each on the Square, the Headway under all the Spans of the Bridge to be Fifteen Feet above High-water Mark of ordinary Spring Tides, and Two of such Spans to be opening Spans on the Swivel Principle, and to be placed in such Part of the said Bridge, and the Bridge to be constructed across the said River at such Point within the Limits of Deviation shown on the deposited Plans, as the Board of Trade shall previously approve of or deem necessary, such Approval to be signified in Writing under the Hand of the Secretary of the Board of Trade.

As to Construction of Bridge over the Ouse.

17. Subject to the Provisions of this Act as to the Approval of the Board of Trade, the Bridge over the *Dutch River* shall be constructed in accordance with the deposited Sections, under the Inspection of the Engineer for the Time being of the *South Yorkshire Company*, and according to Plans to be approved by him and the Engineer of the Company, or their Umpire; and during such Time as the said Bridge shall be building or repairing the Company shall keep the Navigation of the said River at and about the Site of such Bridge free and clear, so that Boats, Barges, and other Vessels navigating thereon may have sufficient and convenient Room to navigate the same there and use the Towing-Path thereof, and the Company shall at their own Expense maintain the Bridge so to be constructed, and the Approaches, Side Slopes, or Banks of the said Railway near the same in good Repair and Condition.

As to Construction of Bridge over the Dutch River.

18. Previously to commencing the Bridge over the River *Ouse*, or the *Dutch River*, or the Works connected therewith respectively, the Company shall deposit at the Board of Trade Plans, Sections, and Working Drawings of the said Bridge and Works connected therewith, for the Approval of that Board, such Approval to be signified in Writing under the Hand of the Secretary of the said Board, and such Bridge and Works respectively shall be constructed only in accordance with such Approval, and when any such Bridge or Works shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval, and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the Board of Trade to abate, alter, and remove the same,

Working Plans of Bridges over Ouse and Dutch River to be deposited at Board of Trade before Works commenced.

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same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Provision for requiring Lights to be exhibited during Construction of Works, according to Directions of Board of Trade.

**19.** During the Construction of the Bridges over the River *Ouse* and *Dutch River* and Works connected therewith the Company shall exhibit every Night from Sunset to Sunrise a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels, which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of a Secretary or Assistant Secretary of the Board, directs or approves, and shall also during the Continuance of Fog rendering the Bridge over the River *Ouse* invisible at the Distance of Half a Mile, cause a Gong or loud Bell to be sounded or rung upon that Bridge once at least every Five Minutes, and in case the Company shall neglect to exhibit and keep any such Light burning as aforesaid, or to cause such Gong or Bell to be sounded as aforesaid, they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds.

Vessels not to be unnecessarily detained at Bridge over the River *Ouse*.

**20.** It shall not be lawful for the Company, or any Person or Persons acting under them, to keep the Opening Spans of the said Bridge over the River *Ouse* closed so as to detain at the said Bridge any Vessel, Barge, or Boat navigating the River *Ouse*, and having Masts or Chimneys from any Cause not then capable of being lowered with Safety to the Vessel, and in case the Company, or any Person or Persons acting under them, shall wilfully or negligently detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, through or under the said Bridge, the Company, or every Person so offending, shall in every such Case be liable to a Penalty not exceeding the Sum of Ten Pounds, which Penalty shall be recoverable by summary Process in the Manner directed by "The Railways Clauses Consolidation Act, 1845," for the Recovery of Penalties incurred by the Company, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid: Provided always, that the Master or Person having Command or Charge of any such Vessel, Barge, or Boat shall, before such Vessel, Barge, or Boat comes within Half a Mile of the said Bridge, show or make some Signal, to be determined from Time to Time by the Board of Trade, which shall indicate to the Person in charge of the Bridge that such Vessel, Barge, or Boat requires to pass the Bridge with fixed Masts or Chimney, and if the Master or Person having the Command



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mand or Charge of any Vessel, Barge, or Boat, having Masts or Chimney capable of being then lowered with Safety to the Vessel, shall show or make such Signal, such Master or Person shall be liable to pay to the Company any Sum not exceeding Ten Pounds, to be recovered as any Penalty may be recovered under the Acts incorporated herewith.

21. If at any Time or Times it shall be deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company authorized by this Act, in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Board of Trade may order a local Survey at Expense of Company.

22. If any Work by this Act authorized to be constructed by the Company, in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade to abate and remove the same, or such Part or Parts thereof as that Board may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Board of Trade at Expense of Company.

23. During such Time or Times as the Bridge intended to be erected for carrying the said Railway over the River Ouse shall be building or repairing, and for ever after the Construction thereof, the Company shall and they are hereby required to keep the Navigation of the said River at and about the said Bridge free and clear so that Vessels navigating in and upon the said River may have sufficient and convenient Room to navigate and pass thereon.

Navigation of River Ouse to be kept free during the Construction of the Bridge over it.

24. The Company are hereby authorized and required from Time to Time to remove any Shelves or other Obstructions in the said River within One hundred Yards of either Side of the said Bridge, and to take away all Beds of Gravel, Sand, Mud, or other Impediment within the like Distance from the said Bridge necessary to be removed for keeping and preserving the Navigation of the said River near and under the said Bridge free and open: Provided always, that if by or in consequence of the Construction of the said Bridge over the River Ouse, or of any of the Works executed under this Act, any of the River Banks within One hundred

Removal of Obstructions near Bridge and for Protection of River Banks.

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Yards

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Yards on either Side of the said Bridge shall be injured, the Company shall, at their own Expense, from Time to Time, when and so often as the same shall happen, cause such Injury to be made good, and the said Banks so injured to be put into an effectual state of Repair to the Satisfaction of Two Justices, and in case of Difference between such Justices then to the Satisfaction of an Arbitrator to be appointed by the Board of Trade.

Bridge over River Ouse not to be altered without the Consent of Board of Trade and the Trustees of that Navigation.

**25.** It shall not be lawful for the Company at any Time hereafter to make any Alteration in the Structure of the said Bridge to be erected over the said River *Ouse* as aforesaid without the Consent of the Board of Trade and of the Trustees of the Navigation of the said River *Ouse* for the Time being, or the major Part of them, first had and obtained, and the Leaves or opening Portions of the said Bridge shall at all Times when required be opened by some Persons appointed expressly for that Purpose by and at the Expense of the Company in such Manner that Vessels having standing Masts or Chimneys from any Cause not then capable of being lowered with Safety to the Vessel may be as little interrupted as possible in passing the said Bridge, and all such Vessels shall take their Turns in due course as they arrive, not being guilty of any Neglect or unnecessary Delay so as to keep the Bridge open longer than is proper or necessary, and from Sunset to Sunrise a sufficient Light shall be hung out or exhibited and kept burning at the Company's Expense in a conspicuous Situation on each Side of the opening Spans of the said Bridge, so as to be most convenient and best adapted for guiding Vessels through the said opening Spans, and indicating when the said Bridge is open and when shut, and for insuring the safe Navigation of Vessels in the said River *Ouse*; and if the Master of any Vessel shall be guilty of any wilful Neglect or unnecessary Delay in passing or preparing to pass the said Bridge he shall be liable to pay to the Company any Sum not exceeding Five Pounds, to be recovered as any Penalty may be recovered under the Acts incorporated herewith.

Capstans and Mooring Posts to be erected near Bridge.

**26.** It shall be lawful for the Company and they are hereby empowered and required upon Application made to them by the Board of Trade, or the Trustees of the said River *Ouse* Navigation, or any Three or more of them, to set up and erect proper Capstans and Mooring Posts to the Distance of One hundred Yards as well above as below the said Bridge over the River *Ouse*, and also all proper Dolphins necessary for the Purpose of guiding Vessels through the Arches or Openings of the said Bridge, and to prevent such vessels from being driven thereon or injured thereby, and from Time to Time to repair and keep in repair the said Capstans, Mooring Posts, and Dolphins.

Power to Company to remove

**27.** The Company shall and they are hereby also required without needless Delay at their own Expense to weigh and remove all such Vessels

as

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as shall or may be sunk, and all other Things which shall or may obstruct the Passage of Vessels through the said Bridge over the said River *Ouse* within the Distance of One hundred Yards above or below the said Bridge: Provided nevertheless, that if on Inquiry at any Time after any such sunken Vessel or other Obstruction shall have been raised and removed by the Company it shall clearly appear that the sinking of such Vessel or other Obstruction was not occasioned by or by reason of the said Bridge being placed across the said River, but by reason of some Accident or Cause entirely unconnected with the said Bridge, and that the said Vessel or other Obstruction would have sunk if the Bridge had not been erected, then and in every such Case the Costs and Expenses of raising and removing such sunken Vessel or Obstruction shall be defrayed and be liable to be reimbursed and repaid to the Company by the Trustees for the Time being of the said Navigation, but without Prejudice to any Remedy or other Proceedings which the said Trustees of the River *Ouse* Navigation may have or be entitled to take or prosecute against the Owner of such Vessel or other Person by virtue of the Acts of Parliament for making the River *Ouse* more navigable, or either of them, or otherwise howsoever, and that it shall not be lawful for the Company to raise the Bed of the said River *Ouse* under or about the said Bridge so as to obstruct the Navigation thereof, nor to lay any Stone or other Materials at the Foot of the Piers or Abutments of the said Bridge so as to impede the flowing of the Water in an easy and uninterrupted Current.

sunken -  
Vessels and  
Obstruction  
near Bridge.

28. This Act or anything herein contained shall not extend or be construed to extend to defeat, lessen, diminish, take away, prejudice, or affect all or any of the Rights, Privileges, or Powers, Liberties, or Authorities given to or vested in the Trustees for the Time being authorized or acting under or by virtue of an Act of Parliament made and passed in the Thirteenth Year of the Reign of His Majesty King *George* the First, intituled *An Act for improving the Navigation of the River Ouse in the County of York*, and another Act of Parliament made and passed in the Fifth Year of the Reign of His Majesty King *George* the Second for rendering more effectual the said Act passed in the Thirteenth Year of the Reign of His Majesty King *George* the First, or either of them, but the respective Acts of Parliament relating to the said Navigation, and every Clause, Matter, and Thing therein contained shall be and continue in full Force, and shall and may be carried into execution and performed by the Trustees for the Time being acting in the Execution of such Acts of Parliament respectively in such and the like Manner to all Intents and Purposes as if this Act had not been passed, save only and except so as not in any Manner to prevent, hinder, or prejudice the due Execution of this Act or of all or any of the Powers and Authorities hereby given to and vested in the Company.

Saving the  
Rights of  
the Trustees  
of the River  
*Ouse* Navi-  
gation.

29. The

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Lands for extraordinary Purposes.

**29.** The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceeding Three Acres.

Powers for compulsory Purchases limited.

**30.** The Powers for the compulsory Purchase or taking of Lands for the Purposes or Objects of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Works to be completed within Five Years.

**31.** The Railways by this Act authorized shall be completed within Five Years from the passing thereof, and on the Expiration of that Period the Powers of this Act or the Acts incorporated herewith granted for executing the same, or otherwise in relation thereto, shall cease to be exercised except as to so much of those Railways as shall then have been completed, and also except those Powers which are by the same Acts or any of them declared to be continued, or which may lawfully be exercised for a longer Period.

If not so completed Company liable to a Penalty of Fifty Pounds a Day.

**32.** If the Railways by this Act authorized shall not be completed within Five Years after the passing of this Act then the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown for every Day after the Expiration of the said Period of Five Years until the said Railways shall be completed and opened for public Traffic, 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 such Line by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Lands of other Companies not to be taken, nor their Railways interfered with, except for the Purpose of forming Junctions therewith.

**33.** The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take, or use any of the Lands or Property of the *Hull and Selby* Railway Company (in this Act called the *Hull and Selby* Company), the *South Yorkshire* Company, the *Lancashire and Yorkshire* Company, or the *Aire and Calder* Company, or in any Manner alter, vary, or interfere with their respective Railways or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming Junctions therewith respectively, as shown on the said Plans, and for crossing the *Lancashire and Yorkshire* Railway, in accordance with the Provisions of this Act, or as may be otherwise mutually agreed upon between and by the Company and those Companies respectively under the Provisions of this Act: Provided always, that Lands over which the *South Yorkshire* Company

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

Company may obtain Powers of Purchase in the present Session of Parliament shall not be deemed to be Lands or Property of that Company for the Purposes of this Enactment, and such Powers whether exercised or not shall not restrain the Company from purchasing and retaining such Lands for any joint or separate Station at or near the Junction by this Act authorized with the Railway of that Company at the *Bawtry and Selby* Turnpike Road.

34. All Communications between the Railway first hereby authorized and the *Hull and Selby* Railway and the *South Yorkshire* Railway, and between the Railway secondly hereby authorized and the Railway of the *Aire and Calder* Company, and between the Railway thirdly hereby authorized and the Railway of the *Lancashire and Yorkshire* Company, and all Openings in the Ledges and Flanches of those respective Railways for effecting any such Communication, shall be made and effected at the Expense of the Company, in a substantial and workmanlike Manner, by means of Connexion Rails and Points, constructed and laid down under the Direction and Superintendence and to the reasonable Satisfaction of the Engineers for the Time being of the *Hull and Selby*, the *South Yorkshire*, the *Lancashire and Yorkshire*, and the *Aire and Calder* Companies respectively, or of some Person duly authorized by them respectively for that Purpose: Provided always, that if any Difference shall arise between the Engineers of any or either of the said Companies and the Engineer of the Company with respect to the Points of Junction, or the Nature or Extent of any Works for effecting the Junctions or Communications authorized by this Act, the same shall be determined by an Engineer to be appointed by the Board of Trade on the Application of any or either of the said Companies, or of the Company.

Communi-  
cations with  
the Railways  
of the *Hull  
and Selby*,  
*South  
Yorkshire*,  
*Lancashire  
and York-  
shire*, and  
*Aire and  
Calder*  
Companies  
to be made  
to their  
Satisfaction.

35. The Company shall from Time to Time and at all Times here-  
after maintain and keep in good and proper Order and Condition the  
Switches and Points at the Places of Communication between the Rail-  
ways hereby authorized and the Railways of the *Hull and Selby*, the  
*South Yorkshire*, the *Lancashire and Yorkshire*, and the *Aire and Calder*  
Companies respectively, and shall at their sole Expense hire and employ  
proper and sufficient Persons to watch and regulate the same; or such  
Switches, Points, and Persons shall, at the Option of the *Hull and Selby*,  
the *South Yorkshire*, the *Lancashire and Yorkshire*, and the *Aire and  
Calder* Companies respectively be in the first instance so maintained,  
kept, hired, and employed by those Companies respectively, in which  
Case the Company shall, on demand, from Time to Time repay to those  
Companies respectively the Costs and Expenses thereby incurred by  
them respectively.

Company to  
be at the  
Expense of  
maintaining  
and watch-  
ing the  
Points.

[Local.]

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36. The

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

Signals, &c.  
to be erected,  
&c. and  
Persons  
appointed to  
prevent  
Danger at  
Points of  
Junction.

**36.** The Company shall at their sole Expense erect, and from Time to Time and at all Times hereafter maintain such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as may be necessary for the Prevention of Damage to, or Detention of, or Interference with Traffic at or near any of the Junctions between the Railways hereby authorized and the Railways of the *Hull and Selby*, the *South Yorkshire*, the *Lancashire and Yorkshire*, and the *Aire and Calder* Companies respectively, or at the Option of those Companies respectively such Signals, Works, and Conveniences may be erected, maintained, and altered, and such Watchmen, Pointsmen, and other Servants may be appointed and removed by those Companies respectively, as the Case may be, in which Case the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to those Companies respectively, and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences; and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year, be repaid by the Company to the *Hull and Selby*, the *South Yorkshire*, the *Lancashire and Yorkshire*, or the *Aire and Calder* Companies respectively, as the Case may be, on Demand, and in default, the Amount thereof unpaid may be recovered from the Company in any Court of competent Jurisdiction.

As to Bridge  
over Lanca-  
shire and  
Yorkshire  
Railway.

**37.** In the Construction of the Railway firstly by this Act authorized over the *Lancashire and Yorkshire* Railway in the Township of *Armin* in the Parish of *Snaith* in the West Riding of the County of *York* the Company shall not deviate from the centre Line of Railway as shown on the deposited Plans to the Eastward thereof, and the said Railway shall be carried over the *Lancashire and Yorkshire* Railway by a Bridge of One Span, of at least Forty-five Feet in Width on the Square, and with not less than Fifteen Feet clear Headway under the same, and such Bridge and the Works connected therewith shall be constructed in a substantial and workmanlike Manner and to the reasonable Satisfaction of the Engineer for the Time being of the *Lancashire and Yorkshire* Company, and shall ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company; and if any Difference shall arise between the Company and the *Lancashire and Yorkshire* Company in reference to the said Bridge and the Works connected therewith, the same shall from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either of the said Companies, and such Arbitrator shall have Power to determine how the Costs of the Arbitration shall be defrayed.

**38.** If

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

**38.** If during the Construction of any of the Works of the Company, or any Repairs thereof, the *Lancashire and Yorkshire* Railway, or any of the Works connected therewith, shall be injured or damaged, such Injury or Damage shall be forthwith from Time to Time made good by the Company at their own Expense, or in the event of their failing so to do then the *Lancashire and Yorkshire* Company may from Time to Time make good such Injury or Damage and recover the Expense thereof against the Company.

Damage occasioned to Lancashire and Yorkshire Railway.

**39.** The Company on the one hand, and the *South Yorkshire* Company, the *Sheffield* Company, the *Great Northern* Company, and the *Lancashire and Yorkshire* Company, or any or either of those Companies, on the other hand, from Time to Time may make and carry into effect Contracts, Agreements, and Arrangements with respect to the following Purposes or any of them; (that is to say,)

Power to enter into Agreements with other Companies.

The Transmission and forwarding of Traffic from, to, and along the Railways of the Company to, along, and from the Railways of the *South Yorkshire*, the *Sheffield*, the *Great Northern*, and the *Lancashire and Yorkshire* Companies respectively, Parties to any such Contract, Agreement, or Arrangement, and the Interchange of such Traffic upon and between the Railways of the Company and the Railways of any of the said respective Companies contracting as aforesaid, and the User by the Company of such of the Stations, Railways, Sidings, Works, and Conveniences belonging to the said Companies respectively, and also the User by the said Companies respectively of any of the Stations, Railways, Sidings, Works, and Conveniences belonging to the Company as may be necessary to be used for those Purposes or any of them:

The fixing, levying, and Division between the said contracting Companies respectively of the Tolls, Rates, and Charges arising from the Traffic on the said Railways or any Part thereof, and the Payments to be made respectively by the contracting Companies with respect to any of the Matters aforesaid:

The Modification of any of the Rights or Liabilities under this Act of the Company and the other Company or Companies Party to any such Contract, Agreement, or Arrangement as between themselves.

**40.** All Agreements under the last preceding Section of this Act made between the Company on the one hand, and the said other Companies, or any or either of them, on the other hand, shall be subject to the Approval of the Board of Trade, and may continue for such a Term or Period as shall be mutually agreed upon between the said Companies, and no such Agreement shall in any Manner increase or diminish, alter, or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand

Conditions of such Agreements.

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions and on Payment of the same Tolls and Charges as if the Agreement were not entered into.

To be first approved by Shareholders.

**41.** No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fourths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies Parties to such Agreement specially convened for the Purpose.

May be modified by the Board of Trade.

**42.** The Board of Trade may, if they are of opinion that any of the Terms or Conditions of any such Agreement are prejudicial to the Public Interest, at the Expiration of Ten Years from the making thereof, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, cause the same to be revised, and the Board of Trade shall have Power to declare any Modification thereof made by that Board to be Part of the Agreement, and thenceforth such Agreement shall be construed and take effect with such Modification accordingly.

Public Notice at Expiration of decennial Period.

**43.** The Company previously to the Expiration of each decennial Period shall give public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Appointment of Joint Committee for carrying Agreements into effect.

**44.** The contracting Companies may by any such Contract or Agreement appoint a Joint Committee, composed of such Number of the respective Directors or Officers of those Companies as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as occasion may require, and may regulate the Proceedings of such Committee and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement, and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the contracting Companies respectively or their respective Directors.

Power to raise additional Capital.

**45.** The Company may raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to their Undertaking, or in part by each of those Means, the Sum of Three hundred and ten thousand Pounds, in addition to the Sums of Money they are autho-



*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

authorized to raise by any of their former Acts, or may be authorized to raise by any other Act to be passed during the present Session of Parliament, and all and every Part of the Money so to be raised shall be applied to the Purposes of the Railways and Works connected therewith by this Act authorized, and to no other Purpose whatsoever.

46. The Monies or Capital so to be raised may be divided into new Shares of any nominal Value, or the same may be raised by new Stock of the Company, and such new Shares or Stock shall be issued and disposed of or distributed either alone or together with any other Shares or Stock which the Company may be then authorized to raise, and as Part of an aggregate Amount thereof, in such Manner and (subject to the Provisions of this Act) upon such Terms, not being less than the nominal Amount of such Shares or Stock, and subject to such Provisions and Restrictions and with such Rights as any General Meeting of the Company shall from Time to Time direct or authorize or attach thereto, and shall be considered as Part of the general Capital of the Company; and all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," which are incorporated with this Act shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock and to the respective Proprietors thereof from Time to Time in the same Manner in all respects as if the same were (within the Meaning of the same Clauses and Provisions) original Capital and original Shares or Stock, except as to the Amount and Time of making and Payment of Calls, which (subject as herein-after mentioned) the Directors of the Company shall fix from Time to Time as they shall think proper.

Additional Capital to be divided into new Shares or Stock.

47. Where any Shareholder, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time limited for the Acceptance thereof his Acceptance of the new Shares or Stock offered to him, the Directors if they think proper, but not otherwise, may permit him to accept the Shares or Stock so offered, or any Part thereof, notwithstanding the Time has elapsed within which his Acceptance should have been declared.

Power to enlarge Time for accepting new Shares.

48. The Company from Time to Time may raise by borrowing on Mortgage any Sums not exceeding in the whole One hundred and three thousand three hundred Pounds in addition to the Sums which they are authorized to borrow under any of the existing Acts of Parliament relating to the Company but no Part of such Sum shall be borrowed until the whole of the Capital by this Act authorized shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Justice who is to certify

Power to borrow on Mortgage.

[Local.]

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under

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

under the Provisions of the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the said Capital has been subscribed for *bonâ fide* and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, and that One Half of such Capital has been actually paid up; and such Justice shall grant his Certificate accordingly upon such Evidence as he shall think sufficient, which Certificate shall be sufficient Evidence that the Matters aforesaid have been duly proved, and every Part of the Monies to be raised under this Act by borrowing shall be applied only in carrying into execution the Powers of this Act.

Saving  
Rights of  
existing  
Mortgagees.

49. All Mortgages created by the Company under the Powers of any of the existing Acts of Parliament relating to the Company, and which shall be subsisting at the passing of this Act, shall have Priority over all Mortgages to be created by the Company under the Powers of this Act.

Certain Pro-  
visions of  
8 & 9 Vict.  
c. 16. ex-  
tended to  
this Act.

50. All the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

With respect to the Construction of the Act and of other Acts to be incorporated therewith;

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock;

With respect to the Powers of the Directors and the Powers of the Company to be exercised only in General Meeting;

With respect to the giving of Notices; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested,

shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act and apply to the Company and the Shareholders thereof, and to the Capital authorized, and Notices required by this Act, and to the several other Matters and Things relating thereto respectively provided for by such Clauses and Provisions respectively.

51. Subject

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

**51.** Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, every Person who shall accept or become entitled to any such new Shares or Stock shall in respect thereof be a Shareholder of the Company, and be considered to have subscribed towards the Capital thereof and of the Undertaking, to the Extent of the nominal Amount of the Shares or Stock so accepted by him in the Undertaking; and such new Shares or Stock shall, unless otherwise provided by the prescribed Terms of Issue or Creation, confer on the respective Holders or Proprietors thereof Rights of Voting and Qualifications in proportion to the aggregate nominal Value of such Share or Amount of such Stock, and not in proportion to the Number of such Shares; and for such Purposes every entire Sum of Fifty Pounds of such nominal Value of Shares or Amount of Stock shall be equivalent to One Share of Fifty Pounds in the original Capital of the Company; and no Shareholder shall vote in respect of any Number of such new Shares or any Amount of such new Stock which shall constitute a less Interest in the Capital of the Company than Fifty Pounds.

Rights of new Shareholders to be in proportion to the Value of new Shares or Stock.

**52.** With the Approbation of Three Fourths at least of the Votes of the Proprietors present, in person or by proxy, at any Meeting of the Company specially convened for the Purpose, the Company may assign to any new Shares or Stock to be created by virtue of this Act such Dividend, not exceeding Five Pounds *per Centum per Annum*, in preference to or so as to rank or be paid *pari passu* with (if so determined) the Dividends upon any other Shares or Stock of the Company (except as in this Act subsequently provided with respect to Shares or Stock theretofore created and issued), as any such Meeting may from Time to Time direct: Provided that if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Power to assign Preference to new Shares or Stock.

**53.** The Terms and Conditions of any preferential Capital created under this Act shall be stated on the Certificates of the Shares or Stock therein.

Terms, &c. to be stated on Certificates.

**54.** The Dividends payable in respect of any Shares or Stock created under this Act shall, subject to the Proviso next herein-after contained, be a Charge upon and shall be payable out of the joint net Revenue of the Company.

Dividends to be a Charge against joint Revenue.

**55.** Provided always, That any Preference or Priority in the Payment of Interest or Dividends on any Shares or Stock to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment

Saving Rights of Holders of existing preference Shares.

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Payment of Interest or Dividends on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any Act passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Calls.

**56.** Provided also, That Twenty Pounds *per Centum* on the nominal Amount of a Share shall be the greatest Amount of any One Call which the Company may make on the Holders of Shares created in respect of the Money by this Act authorized to be raised, and Three Months at the least shall be the Interval between successive Calls, and not more than Four Fifths of a Share shall be called up in any One Year.

Tolls of  
17 & 18 Vict.  
c. ccxi.  
to be taken.

**57.** The Company are hereby authorized and empowered (subject nevertheless to the Provisions contained in this Act and in "The *North-eastern Railway Company's Act, 1854,*") to demand, receive, and take for or in respect of Passengers, and of the several Articles, Matters, and Things, and of all Descriptions of Animals conveyed on the Railways by this Act authorized to be made, and also for the Use of Carriages and Locomotive Engines or other Power supplied by the Company thereon, such and the like Rates, Tolls, or other Charges as by "The *North-eastern Railway Company's Act, 1854,*" are authorized to be demanded and received for the like Passengers, Animals, Articles, Matters, and Things conveyed on their Railways, and for the Use of the like Carriages and Locomotive Engines, or other Power, as well for Ordinary as for Express Trains supplied by the Company on the same Railways, in like Manner as if the Railways hereby authorized had formed Part of the *North-eastern Railway* when the said last-mentioned Act was passed.

Power to  
apply Monies  
raised under  
existing or  
future Acts  
to this Act.

**58.** The Company may appropriate and apply to the Purposes of this Act any of the Monies which under and by virtue of their existing Acts, or of any other Act of the present Session of Parliament, they have raised or are or may be authorized to raise, and which shall not be wanted for the Purposes of those Acts.

Confirming  
Agreement  
with Lanca-  
shire and  
Yorkshire  
Company.

**59.** The Agreement between the Company and the *Lancashire and Yorkshire Company* (a Copy whereof is set forth in Schedule (A.) to this Act annexed) is hereby confirmed and made binding and obligatory upon the Companies Parties thereto, and shall be carried into effect by those Companies respectively, anything in this Act or in any existing Act of Parliament relating to either of those Companies to the contrary notwithstanding.

Confirming  
Agreement  
with South  
Yorkshire  
and Sheffield  
Companies.

**60.** The Agreement between the Company and the *South Yorkshire Company* and the *Sheffield Company* (a Copy whereof is set forth in Schedule (B.) to this Act annexed) is hereby confirmed and made binding and

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

and obligatory upon the Companies Parties thereto, and shall be carried into effect by those Companies respectively, anything in this Act or in any existing Act relating to any or either of those Companies to the contrary notwithstanding: Provided that nothing in such Agreement shall be deemed or construed to give to the Company any Power, Right, or Authority whatever upon or over the *Great Northern Railway*, or in the Station of the *Great Northern Railway* at *Doncaster*, or to give to the *South Yorkshire* Company any Power, Right, or Authority upon or over any Part of the *Great Northern Railway*, or in the Station of the *Great Northern Railway* at *Doncaster*, which they did not possess immediately before the passing of this Act: Provided also, that nothing in the said Agreement contained shall prejudice or affect the Rights of the *South Yorkshire* Company or of the *Great Northern* Company under a certain Agreement dated the First Day of *September* One thousand eight hundred and forty-nine, between the *South Yorkshire* Company, by its then Name of the *South Yorkshire, Doncaster, and Goole* Railway Company of the one Part, and the *Great Northern* Company of the other Part, for the Use of the Railways of the *Great Northern* Company passing through *Doncaster*.

61. The Agreement between the Company of the First Part, the *Great Northern* Company of the Second Part, and the *South Yorkshire* Company of the Third Part (a Copy whereof is set forth in Schedule (C.) to this Act annexed) is hereby confirmed and made binding and obligatory upon the Companies Parties thereto, and shall be carried into effect by those Companies respectively, anything in this Act or in any existing Act of Parliament relating to any of those Companies to the contrary notwithstanding.

Confirming Agreement with Great Northern and South Yorkshire Companies.

62. The Costs of and incident to any Arbitration, or to any Question, Inquiry, Adjudication, Appeal, or other Proceedings in reference to the Purchase or taking of or Compensation to be paid by the Company for any Lands, or in reference to any Matter connected with the Construction of the Railways by this Act authorized, shall, where such Costs exceed Ten Pounds, and in case the Parties shall not agree to the Amount thereof, be taxed and settled by One of the Masters of the Court of Queen's Bench of *England* on Application made in that Behalf by either Party interested, and the Amount of such Costs when so taxed and settled, together with the Costs of recovering the same if not paid to the Party entitled thereto within Seven Days after Demand thereof, may be recovered by Distress as by "The Lands Clauses Consolidation Act, 1845," provided in regard to the Recovery of Costs.

Costs of Arbitrations and Inquiries before Justices to be settled by Master of the Queen's Bench, in certain Cases.

63. No Boat, Barge, or Vessel containing any Animal, Goods, Minerals, or other Articles which shall have been transferred at any Point

Certain Matters exempt from Dues at Goole.

[Local.]

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within

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

within Six Miles from the Port of *Goole* from the Railway of the Company into any such Boat, Barge, or Vessel, for the Purpose of being conveyed along the *Knottingley and Goole* Canal to the said Port, or shall be intended to be transferred within the said Distance from the said Canal on to the said Railway, shall be entitled to the Exemption from the Payment of Dues granted by the 64th Section of the Act (Local and Personal), 9 *George IV.*, Cap. 98: Provided always, that nothing herein contained shall deprive any Landowner who owns a Wharf, Quay, Landing Place, Crane, Weighbeam, or Warehouse within the said Distance of Six Miles, and who is not liable to the Payment of such Dues in respect of his own Goods landed at or shipped from such Wharf, Quay, Landing Place, Crane, Weighbeam, or Warehouse of the Benefit of such Exemption by reason of such Goods being sent by or received from the Railway.

Interest not to be paid on Calls paid up.

**64.** The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls in conformity with "The Companies Clauses Consolidation Act, 1845."

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

**65.** The Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts; pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Saving Rights of the Crown.

**66.** Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Rights, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

**67.** Except

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

- 67.** Except as is by this Act expressly provided, this Act shall not in any way take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Hull and Selby* Company. Saving Rights of Hull and Selby Company.
- 68.** Save as by this Act and the Acts incorporated herewith expressly authorized, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Aire and Calder* Company. Saving Rights of Aire and Calder Company.
- 69.** Nothing in this Act or in any Agreement confirmed by this Act shall be construed to take away, alter, or prejudice any Right, Property, Estate, Power, or Authority of the Dock Company at *Kingston-upon-Hull*, nor without the previous Consent in Writing of that Company shall anything in this Act or in any such Agreement authorize the taking of any Rate or Charge for the Use of the Railways or Tramways connected with the Docks at *Kingston-upon-Hull* which have been constructed by the said Dock Company either solely or jointly with any other Company or Person. Saving Rights of Dock Company at Kingston-upon-Hull.
- 70.** Except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Lancashire and Yorkshire* Company. Saving Rights of Lancashire and Yorkshire Company.
- 71.** Except as by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities now vested in or belonging to the *Great Northern* Railway Company. Saving Rights of the Great Northern Company.
- 72.** Except as by this Act otherwise expressly provided, nothing in this Act or in the said incorporated Acts or any of them contained shall prejudice, abridge, or affect, or be deemed or construed to prejudice or interfere with, any of the Rights, Privileges, Powers, or Authorities vested in the Owners of Land adjoining to the said *Knottingley and Goole* Canal or any of them under or by virtue of the Act of the 1st *George IV.* Cap. 39, for enabling the Undertakers of the Navigation of the Rivers *Aire and Calder* to make the said Canal, and of the 9th *George IV.* Cap. 98, to enable the said Undertakers to make certain Cuts and Canals and to improve the said Navigation. Saving the Rights of the Owners of Land adjoining to the Knottingley and Goole Canal.
- 73.** Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force. Railways not exempt from Provisions of present and future General Acts.

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

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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, or the Rates for small Parcels.

Expenses of  
Act.

74. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.



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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

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SCHEDULES referred to in this Act.

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SCHEDULE (A.)

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AN AGREEMENT made the Twenty-eighth Day of March One thousand eight hundred and sixty-three between the North-eastern Railway Company (herein-after called "the North-eastern Company") of the one Part, and the Lancashire and Yorkshire Railway Company (herein-after called "the Lancashire and Yorkshire Company") of the other Part: Whereas the North-eastern Company are the Owners of the Railway from Altofts near Normanton to Selby, and Lessees for a long Term of Years with the Option of Purchase of the Hull and Selby Railway, which forms the Continuation of the Communication by Railway from Selby to Hull, and of the Goods Station at Hull, and other Railway Works in connexion therewith, and are also Owners of the Railways connecting the Hull and Selby Railway with the Victoria Dock at Hull and with the Paragon Street Passenger Station there, which also belongs to them: And whereas the North-eastern Company are part Owners or otherwise interested in various Tramways and other Works connecting their before-mentioned Railways with the Docks and Shipping Places at Hull: And whereas the Lancashire and Yorkshire Company are the Owners of the Lancashire and Yorkshire Railway by means of which Access is obtained by Railway from Normanton and from Goole to Manchester and Liverpool and various Towns and Places in Lancashire and the West Riding of Yorkshire, and also, by means of Junctions with other Railways, to various Parts of the Country: And whereas the North-eastern Company have introduced into Parliament and are promoting a Bill by which they seek Power to construct a Railway from the Staddlethorpe Station on the Hull and Selby Railway to Goole, and thence to the South Yorkshire Railway near Thorne, with Two Branch Railways, to complete the Communication with the Railways of or in Lease to the Lancashire and Yorkshire Company at or near Goole: And whereas the Lancashire and Yorkshire Company have also introduced into Parliament and are promoting a Bill to enable them to construct similar new Lines of Railway, and to use the Hull and Selby Railway between Staddlethorpe and Hull and the Railways, Stations, and Works of the North-eastern Company, or in which they are interested, at and near Hull: And whereas the Traffic by Railway between Hull and Places to which the Lancashire and Yorkshire Railway at present gives Access has hitherto been exchanged between the said Companies Parties hereto principally at Normanton, where extensive Siding Lines and other Conveniences have been provided for that Purpose at great Expense, towards which both the said Companies have largely contributed: And whereas the making of either of the said new Lines of Railway will have the effect of opening

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a new Route viâ Goole for all Traffic between Hull and Places to which the Lancashire and Yorkshire Railway gives Access, and of enabling such Traffic to be carried in that Direction, instead of, as heretofore, principally by the said existing Route viâ Normanton: And the said new Lines will also afford another means of Access by Railway to the Coal Districts of Yorkshire and to other Parts of the Country: And whereas each of the said Companies promoted a separate Bill in the last Session of Parliament by which they respectively sought Power to construct a new Line of Railway between the Hull and Selby Railway and Doncaster with the same Objects as those for which the said now proposed new Lines are sought to be sanctioned, but after much Conflict between them neither of those Bills passed into a Law: And whereas the said Companies being mutually desirous of avoiding further Parliamentary Contests respecting the said proposed Railways have carried on Negotiations which have resulted in an Arrangement that the North-eastern Company shall (if Parliament so approve) be entrusted with the making of the new Railways and Works proposed by them, under Powers for that Purpose to be contained in their Bill of the present Session, and that the Bill of the Lancashire and Yorkshire Company now before Parliament shall not be prosecuted: And whereas in making the said Arrangement, and as an essential Part thereof and Inducement for the same, it was agreed between the said Companies that the following Articles, Stipulations, Provisions, and Arrangements should be made and entered into and carried out by them respectively and their respective Successors; that is to say,

Article 1. The following Words or Expressions in this Agreement shall have the several Meanings hereby assigned to them whenever they are respectively herein-after made use of, unless there be something in the Subject Matter or Context repugnant thereto; (that is to say,)

The Expressions "Normanton Route" or "viâ Normanton" shall respectively mean the existing Route by Railway from or to Hull viâ Normanton, and thence to or from and over the Lancashire and Yorkshire Railway, or any Part thereof.

The Expressions "Goole Route" or "viâ Goole" shall respectively mean the Route by Railway from and to Hull viâ the Junction of the said intended Railway with the Lancashire and Yorkshire Railway near Goole, and thence to or from and over the Lancashire and Yorkshire Railway, or any Part thereof.

The Expression "Hull" shall mean and include the several present and future Railways, Stations, Depôts, Lines of Railway, Tramways, Junctions, and other Railway Works of the North-eastern Company at Hull, and within a Radius of Two Miles from the Centre of the North-eastern Company's Paragon Street Passenger Station there, and every Station exclusive of Goole on their present and projected Railway between Hull and Goole.

The Expression "Hull Traffic" shall mean and include Traffic of all Kinds, or of any particular specified Description, passing or destined or directed to pass over any Portion of the Lancashire and Yorkshire Railway and invoiced or booked from or to Hull, as herein-before defined, or imported or exported at Hull.

The Expression "Hull and Goole Railway" shall mean and include the present and future Railways of or in Lease to the North-eastern Company from the Lancashire and Yorkshire Railway at Goole to and at Hull, as herein-before defined, and the Lines of Railway, Tramways, and Works communicating with

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with the existing or future Docks at Hull, so far as the North-eastern Company may from Time to Time have Power to use the same.

2. The Hull Traffic as herein-before defined shall be worked and carried in an efficient Manner, and with all usual and proper Diligence, Regularity, and Despatch, whether such Traffic be carried viâ Goole or viâ Normanton.

3. Equal Rates, Fares, and Charges shall be quoted and accepted between the same Points of Despatch and Destination, and equal Facilities and Advantages for Transit, Carriage, and Delivery, and in all other respects, shall be given by both the said Companies for Hull Traffic by the Goole Route and by the Normanton Route.

4. Each Company shall, as respects Hull Traffic, be entitled to and may exercise the Right of and shall be provided and supplied by the other with Through Booking, Through Tickets and Invoices, and, so far as may reasonably be required, Through Carriages and Waggons, and conveniently timed and arranged Trains, for the Reception, forwarding, Transmission, Carriage, and Delivery of Hull Traffic, subject only to the Payment by the one Company to the other of the Proportion of Receipts from such Traffic which is herein-after provided for, and to the Provisions of this Agreement, and each Company shall accommodate, manage, and forward such Traffic efficiently, regularly, and expeditiously, and as well by the one Route as by the other Route.

5. The Lancashire and Yorkshire Company shall, in respect of Hull Passenger Traffic, be at liberty at their own Cost to employ their own Clerks for booking Passengers at any present or future Passenger Station of the North-eastern Company at the Town of Hull itself, and within the Radius there herein-before described, but not elsewhere, such Clerks nevertheless to be under and subject to the Regulations of the North-eastern Company from Time to Time in force at such Stations respectively.

6. The Lancashire and Yorkshire Company shall, in respect of Hull Goods and Mineral Traffic, be at liberty at their own Cost to employ at all or any of the Goods Stations or Mineral Depôts of the North-eastern Company at Hull, and on the Hull and Goole Railway, as herein-before defined, and at the Towns or Places for which such Stations or Depôts are used, such Clerks or Agents as they may think proper for the Purpose of collecting, delivering, and carting Traffic intended to be or which has been carried under the Provisions of this Agreement, and for the Purpose of collecting, carting, and delivering such Traffic to and from any such Station or Depôt the Lancashire and Yorkshire Company may enter and use any such Station or Depôt, subject nevertheless to the Regulations of the North-eastern Company from Time to Time in force thereat; and for the Carting Services so performed the North-eastern Company shall, when the Rate for such Traffic includes Cartage, allow out of such Rate to the Lancashire and Yorkshire Company an Amount not exceeding the average actual Cost per Ton of the Cartage at the respective Stations when performed by the North-eastern Company or their Agents.

7. The North-eastern Company shall, in respect of the Hull Passenger Traffic, be at liberty at their own Cost to employ their own Clerks for booking Passengers at any present or future Passenger Station at Liverpool and Manchester belonging to the Lancashire and Yorkshire Company, or in which they can permit or authorize such Clerks to be so employed, such Clerks nevertheless to be under and subject to the Regulations of the Lancashire and Yorkshire Company from Time to Time in force at such respective Stations.

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8. The North-eastern Company shall, in respect of Hull Goods and Mineral Traffic, be at liberty at their own Cost to employ at all or any of the Goods Stations or Mineral Depôts of the Lancashire and Yorkshire Company, or at which they can permit or authorize such Employment, and at the Towns or Places where such Stations or Depôts are situate, or for which they are used, such Clerks or Agents as they may think proper for the Purpose of collecting, delivering, and carting Traffic intended to be or which has been carried under the Provisions of this Agreement, and for the Purpose of collecting, carting, and delivering such Traffic to or from any such Station or Depôt the North-eastern Company may enter and use any such Station or Depôt, subject nevertheless to the Regulations of the Lancashire and Yorkshire Company from Time to Time in force thereat; and for the Carting Services so performed the Lancashire and Yorkshire Company shall, when the Rate for such Traffic includes Cartage, allow out of such Rate to the North-eastern Company an Amount not exceeding the average actual Cost per Ton of the Cartage at the respective Stations when performed by the Lancashire and Yorkshire Company or their Agents.

9. The usual Traffic Returns to the Railway Clearing House, the making out of Invoices; and checking the Weights and Classes of Traffic shall be done, so far as the said Two Companies are concerned, with all proper Despatch by whichever of those Two Companies owns the respective Station at or for which (as the Case may be) any Hull Traffic shall be received or destined, and every reasonable Facility shall be given by both Companies for the checking by their respective Clerks of such Returns and Invoices, and for the speedy Transmission to and Receipt at the Place of Destination of the Invoices of all Hull Traffic as herein-before defined, by whichever of the said Routes such Traffic may be sent, or wheresoever destined or received from.

10. Each of the said Companies shall forward Hull Traffic by whichever of the said Routes such Traffic may from Time to Time be directed to be conveyed.

11. The Rates, Fares, and Charges for and upon Hull Traffic by both the said Routes shall be the same between the same Points, and shall not be higher than those charged for Traffic of the same Class by any other Route between the same Points, and such Rates, Fares, and Charges shall be fixed by the said Two Companies, and any other Company owning any Part of either Route whose Assent may be necessary, and in case of Disagreement as to the Amount thereof the same shall be fixed, so far as the said Two Companies are concerned, by Arbitration.

12. The Receipts upon Hull Traffic by both Routes shall be divided by Mileage, less Government Duty, Terminal Charges, and Payments to other Companies, the Amount of the Terminal Charges and other Deductions, if not agreed upon, to be settled, as between the Two Companies, by Arbitration: Provided always, that where there are alternative Routes viâ Normanton or viâ Goole, and One of those alternative Routes is shorter than the other, the Division of the Receipts on Hull Goods Traffic carried by the longer of such alternative Routes shall (if so agreed between the Companies, or determined by Arbitration,) be made according to the Short-distance Principle, that is to say, a Division calculated on the Distance of the shortest of those alternative Routes.

13. For the Purpose of carrying Hull Coal Traffic the Lancashire and Yorkshire Company shall have the Right at their Option, with Engines and  
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Carriages of every Description from Time to Time in use on their Railway, to run over and use the Hull and Goole Railway, as herein-before defined, and to use the Railways, Sidings, Watering Places, Water, Coal Depôts, and Conveniences connected therewith; and for the like Purpose the North-eastern Company shall have the Right at their Option, with Engines and Carriages of every Description from Time to Time in use on their Railway, to run over and use the Lancashire and Yorkshire Railway between Normanton and Barnsley, and to use the Railways, Sidings, Watering Places, Water, Coal Depôts, and Conveniences connected therewith belonging to the Lancashire and Yorkshire Company, or the Use of which they can grant.

14. The Amount of the Through Rate upon Hull Coal Traffic carried under the last preceding Clause by the respective Companies to the Place of Shipment or Delivery, and also the Portion thereof to be paid to each Company, shall, if not agreed upon, be determined by Arbitration.

15. The Company working Coal Trains over the Railway of the other, and their Servants employed therein, shall be subject to the Byelaws, Rules, and Regulations of such other Company, and it is expressly agreed that such Coal Trains shall be run at such Times and moved in such Manner as not to obstruct or interfere with the free Passage of Passenger and Goods Trains on either Line.

16. In the event of its being decided by Arbitration that the North-eastern Company are not, as regards Hull Traffic carried or intended to be carried by the Goole Route (other than the Coal Traffic carried as herein-before specially provided for) duly affording the Facilities for carrying out the Provisions of this Agreement in accordance with the full Spirit and Intention thereof respectively, the Arbitrator or Arbitrators, or Umpire, shall have the Power to award and order that the Lancashire and Yorkshire Company shall have and may exercise running Powers over the Hull and Goole Railway, as herein-before defined, for the Purpose of carrying on such Traffic, and thereupon the Lancashire and Yorkshire Company may for ever thereafter exercise such running Powers, which shall include and shall be regulated and exercised as follows:

First. The Use on and over the said Hull and Goole Railway of any Engines, Carriages, and Waggons from Time to Time using the Railways of the Lancashire and Yorkshire Company, with their Servants properly accompanying their Trains.

Second. The Use of the Engine Stables, Water, Gas, and other Conveniences of the North-eastern Company in connexion with the said Hull and Goole Railway, to the Extent and at Charges to be from Time to Time fixed by Agreement or by Arbitration.

Third. The Use of the North-eastern Stations on the said Hull and Goole Railway, but the Extent of such Use, the Nature of the Arrangements for working the Traffic at the respective Stations, and the Payment for the same, either by Terminals or by a special Payment, to be fixed by Agreement or Arbitration.

Fourth. The Payment by the Lancashire and Yorkshire Company to the North-eastern Company for the Use of the Line of Railway between Hull and Goole, including all the Lines of Railway at Hull, and within the Radius there herein-before described, shall be Seventy per Cent. of the gross Receipts from the Traffic carried by the Lancashire and Yorkshire  
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Company (after deducting Terminal and other Allowances and Payments to other Companies) accruing on the Distance travelled over the said last-mentioned Lines of Railway.

Fifth. The Hours of Arrival and Departure of the Trains run by the Lancashire and Yorkshire Company shall, in case of Difference, be fixed by Arbitration, the North-eastern Company being bound to make such Arrangements as to the Arrival and Departure of their own Trains as shall give effect to any Award from Time to Time made on any such Arbitration.

Sixth. The Arbitrator, Arbitrators, or Umpire shall in all Cases have due regard to the relative Amount and Importance of the Traffic of the said Two Companies respectively upon and over the Railway between Hull and Selby, and Hull and Goole, and to the efficient and convenient working of the Traffic to and from Hull generally, wheresoever destined.

Seventh. The Lancashire and Yorkshire Company and their Servants exercising the aforesaid running Powers shall be subject to the North-eastern Company's Byelaws and to the reasonable Rules and Regulations of that Company from Time to Time in force, so far as such Byelaws, Rules, and Regulations respectively shall be applicable to or ought to be enforced against them.

Eighth. The Lancashire and Yorkshire Company shall not interfere with or carry on any local Traffic of the North-eastern Company, which Expression means Traffic arising at any one Station and destined for delivery at any other Station on the said Hull and Goole Railway, including Goole.

17. It is expressly understood and agreed to be a material Inducement to the North-eastern Company to enter into this Agreement that every Facility short of running Powers to them shall be afforded and given by the Lancashire and Yorkshire Company for the forwarding viâ Normanton to, from, and over the Railway of the Lancashire and Yorkshire Company, and every or any Part thereof, of Hull Traffic of every Description from and to Hull, at equal Rates, Fares, and Charges to those from Time to Time charged by the Goole Route between the same Points, and that nothing shall be done or omitted to be done by the Lancashire and Yorkshire Company which shall have the Effect of preventing or impeding the Flow of such Traffic by the Normanton Route as freely and with the same Advantages in every respect as by the Goole Route.

18. Each of the said Companies shall keep proper Books of Account with reference to the Hull Traffic, and shall make therein all usual and proper Entries with respect to such Traffic, and each Company may at any Time and from Time to Time, by Notice under the Hand of their Secretary, demand of the other Company to inspect and examine such Books and Entries, and to make Copies thereof or Extracts therefrom, and thereupon the other Company shall, within Seven Days after the Delivery of any such Notice, permit such Person or Persons as shall have been therein nominated for that Purpose to inspect and examine the said Books and Entries or such of them as he or they shall desire, and to take Copies thereof or Extracts therefrom, and shall afford him and them all reasonable Facilities for that Purpose.

19. The Accounts between the said Companies in respect of the Hull Traffic shall be settled between themselves or through the Railway Clearing House in the usual Manner: Provided always, that if either Company shall at any Time desire that separate Accounts shall be kept of such Traffic it shall be competent  
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for such Company from Time to Time to direct the Form in which such separate Accounts shall be kept, and failing an Agreement between the said Companies as to the Mode of keeping such Accounts, and the Payment of Balances by the One Company to the other, and all incidental Matters arising therefrom, the same shall from Time to Time be referred to Arbitration.

20. If any Difference shall arise between the said Companies as to the Extent, Construction, Meaning, or Intent of or on any Matter arising out of, or consequent on, or incident to any of the preceding Articles, or as to the Compliance with or carrying out the Spirit and Intention thereof by either of the said Companies, or as to the Amount of Damages or Compensation to be paid for or by reason of the Breach of any of the Articles or Provisions of this Agreement, or of the Non-compliance with any Award or Order made under these Presents, such Difference is hereby referred to and shall from Time to Time be settled by Arbitration, and the Arbitrator or Arbitrators or Umpire acting in any such Arbitration shall have Power to order such Arrangements and Remedies as they or he may think right for securing the due Fulfilment of these Articles or any of them, and to award and fix the Amount of the Compensation or Damages to be paid by the one Company to the other for or in case of the Breach of these Articles or any of them, and for or in case of the Neglect or Refusal of the respective Companies to perform and carry out any Award or Order made by such Arbitrator or Arbitrators or Umpire, or by any other Arbitrator or Arbitrators or Umpire, under any previous Arbitration as to any of the Matters aforesaid.

Every Arbitration as to any Difference, Question, Matter, or Thing under this Agreement shall be determined and conducted, subject to the Provisions of this Agreement, in accordance with the Provisions of the "Railway Companies Arbitration Act, 1859."

21. This Agreement and all the Provisions thereof shall continue in force in perpetuity unless altered by Deed under the Seals of the Two Companies, and shall be ratified and confirmed by the Act of Parliament authorizing the Construction of the said proposed new Railways by the North-eastern Company.

22. Each of the said Companies for themselves respectively and their respective Successors and Assigns doth hereby covenant and agree with the other of them the said Companies respectively, their respective Successors and Assigns, that they the said Companies respectively will perform, fulfil, and observe all the Articles and Provisions in these Presents contained as to all and every the Matters and Things which on their Parts respectively are or ought to be performed, fulfilled, and observed.

In witness whereof the said Companies have hereunto affixed their respective Common Seals the Day and Year first before written.

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SCHEDULE (B.)

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AN AGREEMENT made the Twentieth Day of October One thousand eight hundred and sixty-two between the North-eastern Railway Company, hereinafter called "the North-eastern Company," of the First Part, the South Yorkshire Railway and River Dun Company, hereinafter called "the South Yorkshire

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Yorkshire Company," of the Second Part, and the Manchester, Sheffield, and Lincolnshire Railway Company, herein-after called "the Sheffield Company," of the Third Part: Whereas the North-eastern Company are Lessees for a long Term of Years, with the Option of Purchase, of the Hull and Selby Railway, and of the Goods Station connected therewith, and are Owners of the Line of Railway from Selby to Knottingley, which said Railways respectively constitute the greater Portion of the existing Lines of Railway from Hull to Doncaster: And whereas the North-eastern Company are also Owners of the Passenger Station in the Town of Hull, and of the Victoria Dock Branch Railway, which said Branch Railway connects the Hull and Selby Railway with the Victoria Docks, and the North-eastern Company are also jointly interested with the Dock Company in various Tramways or Branch Railways connecting the said Hull and Selby Railway and the said Goods Station with the various Docks in the Port of Hull, in all which said Stations and other Works the North-eastern Company have expended a very considerable Sum of Money: And whereas the South Yorkshire Company are the Owners of the South Yorkshire Railway, which runs from the South Yorkshire Coal Field viâ Doncaster and Thorne to Keadby on the River Trent, and the South Yorkshire Company are also the Owners of the River Dun Navigation, which also communicates between the said Coal Fields and the River Trent, and by means of their said Railway and Navigation a great Traffic in Coal is maintained between the said South Yorkshire Coal Fields and the Port of Hull, but the Means of Transit are not sufficient to supply the Wants of the said Port efficiently: And whereas the Sheffield Company are the Owners of a Line of Railway from Manchester to Grimsby, to which Port the said Company, in conjunction with the South Yorkshire Company, carry Coal for Export: And whereas the Sheffield Company are also the Owners of a Line of Railway to New Holland, opposite the Port of Hull, and of a Steam Ferry between New Holland and Hull, and of a Station at Hull, and by means of their said Railway and Ferry, and by Arrangements with other Railway Companies, they are Carriers of Passengers and Goods between Hull and various Parts of the Kingdom: And whereas the Sheffield Company have entered into certain Working Arrangements with the South Yorkshire Company: And whereas the present Line of Railway Communication between Doncaster and Hull is circuitous and might with Advantage to the Public be considerably shortened, and in effecting such shortened Communication some Portion of the existing Railway of the North-eastern Company and some Portion of the Railway of the South Yorkshire Company, as intended to be improved, might conveniently be used: And whereas in the last Session of Parliament the North-eastern Company and the South Yorkshire Company respectively introduced Bills into Parliament for Powers to construct Portions of new Railways between Hull and Doncaster, the Line proposed by the North-eastern Company commencing at or near the Howden Station on the Hull and Selby Railway, and terminating in a Junction with the Great Northern Railway near Askern, the Line proposed by the South Yorkshire Company commencing at Thorne and terminating at Hull, with proposed independent Passenger and Goods Stations there, and neither of the said Companies proposed or sought Powers to make use of the existing Line of the other: And whereas neither of the said Bills passed into a Law: And whereas it is expedient in the Construction of a new Line of Railway between Hull and Doncaster to utilize the existing Lines of Railway of the

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North-eastern and South Yorkshire Companies respectively, as far as is consistent with the public Convenience, and thereby avoid an unnecessary and unproductive Outlay of Capital; it has therefore been agreed between the several Companies respectively Parties hereto, for themselves and their Successors, as follows :

First. The North-eastern Company shall promote a Bill in the next Session of Parliament to construct a Railway commencing by a Junction with the Hull and Selby Railway at some Point near to or East of the Staddlethorpe Station on the Hull and Selby Railway, passing through or as near as convenient to the Town of Goole, and terminating by a Junction with the South Yorkshire Railway (as next herein-after provided to be improved) at some Point near Thorne, to be mutually agreed upon by the Engineers of the North-eastern and South Yorkshire Companies, the best Route practicable to be selected for such Railway, due Regard being had to crossing the River Ouse at the best Point. The proposed Course of the said Railway to be submitted to and approved by both the Engineers of the said South Yorkshire and Sheffield Companies before the same is finally adopted.

Second. In case the said Bill shall become Law the South Yorkshire Company shall immediately thereupon improve their present or construct a new Line of Railway from the said Point of Junction near Thorne to Doncaster so that the said improved or new Line of Railway shall be completed prior to or contemporaneously with the Completion of the said proposed Railway, and the said improved or new Line shall be constructed in all respects as a First-class double Line of Railway adapted for Express and all other Trains, and over such last-mentioned Line the North-eastern Company shall have full running Powers for all Descriptions of Traffic passing or intending to pass over any Part of the said proposed Railway, and for their Engines, Carriages, Waggon, and Servants accompanying their Trains from the said Junction at Thorne to Doncaster, and also, so far as the South Yorkshire Company have Power to afford or permit and allow the same, the Use for the aforesaid Purposes of the South Yorkshire Company's Stations at Doncaster, and the Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected therewith, and the Nature and Extent of the Use of the said Stations, Engine Stabling, Siding, Water, Gas, Coking Places, Turntables, and other Works and Conveniences, and the Charges to be made for the same shall either be agreed upon between the South Yorkshire and North-eastern Companies, or in case of Difference settled by Arbitration.

Third. The South Yorkshire Company shall have full running Powers for Coal Traffic, and for their Engines and Coal Waggon and the Coal Waggon of any other Company or Person, and with Servants accompanying their Coal Trains, over the said proposed Railway from the Point of Junction with the South Yorkshire Railway at or near Thorne to the Point of Junction with the Hull and Selby Railway at or near Staddlethorpe, and thence over the Hull and Selby Railway to Hull and to all intermediate Stations on the said proposed Railway, and the Use for such Purpose of the North-eastern Company's Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected therewith at Hull and all the said intermediate Stations; and the Nature and Extent of the Use of the said Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables,

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and other Works and Conveniences, and the Charges to be made for the same, shall either be agreed upon between the Companies Parties hereto, or in case of Difference settled by Arbitration; and if Complaint is made by the North-eastern Company that the South Yorkshire Company do not conduct the said Coal Traffic efficiently and in a satisfactory Manner and so as fully to develop the said Traffic, it shall be referred to Arbitration.

Fourth. In the event of an Arbitrator at any Time during the Continuance of this Agreement deciding that the South Yorkshire Company are not conducting the said Coal Traffic efficiently and in the Manner aforesaid, such Arbitrator shall have Power to award and order that the North-eastern Company shall have the Right to run with their Engines and Coal Waggons and the Coal Waggons of any other Company or Person, and with Servants accompanying their Coal Trains, over the South Yorkshire Railway from Doncaster to all or any (in the Discretion of the North-eastern Company) of the Coal Pits situate on or connected with the South Yorkshire Railway, and the Use for such Purposes of the South Yorkshire Company's Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected therewith, for the Purpose of conveying Coal from the said Coal Pits, or any of them, to Hull, and to all intermediate Stations between Thorne and Hull, and the Nature and Extent of the Use of the said Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences, and the Charges to be made for the same, shall, in case the same shall not be agreed upon between the North-eastern and South Yorkshire Companies, be settled by Arbitration; and in case any Payment has to be made by the North-eastern Company to the Great Northern Company for working Coal Traffic in the Events provided by this Clause over the Great Northern Railway at Doncaster, the Arbitrator shall have Power to determine in what Manner and in what Proportion such Payment shall be made either by the North-eastern or South Yorkshire Companies or both.

Fifth. The Rates to be charged by the North-eastern and South Yorkshire Companies for the Carriage of Coal from the Coal Pits on the South Yorkshire Railway to Hull and the said intermediate Stations shall be mutually agreed upon between the North-eastern and South Yorkshire Companies, or, in case of Difference, shall be settled by Arbitration, but the Rates to Hull shall in no Case exceed those charged from Time to Time by the South Yorkshire and Sheffield Companies for the Carriage of Coals from the Coal Pits in the South Yorkshire District to Grimsby, and no Allowances or Drawbacks from such Rates shall be made by any or either of the Companies Parties hereto in favour of either Port as compared with the other, and such Rates shall include a reasonable Sum per Ton for shipping or putting on board at both Ports, but shall not include Port Dues, nor include Tonnage Dues payable on the Ship or its Cargo to the Dock Company or Dock Owners.

Sixth. The Rates received for the Carriage of Coal from the Coal Pits on the South Yorkshire Railway to Hull shall be divided equally between the North-eastern and South Yorkshire Companies, and the Rates received for the Carriage of Coal from the said Coal Pits to intermediate Stations between Thorne and Hull shall be divided between the said Companies by Mileage: Provided that prior to any such Divisions as aforesaid Waggon Hire and Terminal Allowance, and also Depôt or Shipping Charges, when such Charges are included in the Rate, shall be deducted; and when one Company works the

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the Traffic over the Line of the other Company an Allowance shall be made for Working Expenses to the Company so working the Traffic, the Amount of such Waggon Hire, Terminal Allowance, Depôt and Shipping Charges, and Working Expenses to be agreed upon between the said Companies respectively. Parties hereto, or in case of Difference settled by Arbitration.

Seventh. If the South Yorkshire and Sheffield Companies, or either of them, shall be desirous of sending Traffic other than Coal Traffic by the said proposed Railway to Hull which they might send by other Routes in their Possession, or by other Routes for which they have Arrangements, or of sending Traffic other than Coal Traffic to intermediate Stations between Thorne and Hull, the North-eastern Company shall duly carry and forward by sufficient and conveniently arranged Trains all such Traffic which may be handed to or tendered to them at Thorne or Doncaster by the South Yorkshire and Sheffield Companies, or either of them, and shall in like Manner carry and forward from Hull, or intermediate Stations between Hull and Thorne, to Thorne or to Doncaster, as may be required, all such Traffic passing or intended to pass by the said proposed Railway to those Places, or either of them, and thence to any Place on or beyond the South Yorkshire and Sheffield Railways, or either of them, and all such Traffic shall be conveyed by the North-eastern Company as fully and freely as their own Traffic is conveyed, and the North-eastern Company shall in respect thereof afford to the South Yorkshire and Sheffield Companies the fullest Facilities for the Conduct of such Traffic at Stations between Thorne and Hull, including the Services of their Officers, Porters, and Servants; and as regards so much of such Traffic as is usually termed Coaching Traffic the North-eastern Company shall afford at their Passenger Station at Hull Accommodation for such Booking Clerks as the South Yorkshire and Sheffield Companies, or either of them, may at their own Cost appoint, and if the South Yorkshire and Sheffield Companies, or either of them, shall elect to carry on the Station Business connected with any Part of that Portion of the aforesaid Traffic usually embraced in the term Merchandise or Goods Traffic at the Station of the North-eastern Company at Hull, instead of at the Station of the Sheffield Company, then the North-eastern Company shall afford the fullest Facilities and Accommodation for conducting such Business effectively by the Clerks, Carting, and other Agents of those Companies respectively as their own Traffic, and as if the same had been carried on at their own Station: Provided always, that the loading, unloading, weighing, Porterage, and handling of the said Traffic shall be done exclusively by the North-eastern Company, and for such or any other Services rendered by them and for the aforesaid Accommodation the South Yorkshire and Sheffield Companies shall respectively pay to the North-eastern Company such an Amount as may be agreed upon, or in case of Difference determined by Arbitration, and the like Accommodation in respect of Traffic herein specified to be afforded to the South Yorkshire and Sheffield Companies at Hull shall also be afforded at all intermediate Stations between Thorne and Hull, and if Complaint is made by either of the said Companies that the North-eastern Company fail properly to convey such Traffic, or fail to afford such Facilities and Accommodation, every Question or Dispute arising thereon shall be referred to Arbitration.

Eighth. In the event of an Arbitrator at any Time during the Continuance of this Agreement deciding that the North-eastern Company are not duly conducting the Traffic of or affording such Facilities to either the South Yorkshire  
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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

or Sheffield Companies in accordance with the Provisions of Article 7 of this Agreement, such Arbitrator shall have Power to award and order that the Company whose Traffic shall not be so duly conducted, or to whom such Facilities shall not have been afforded as aforesaid, shall have the Right to run with their Engines and Carriages and the Carriages and Waggon's of any other Company or Person, accompanied by any Servants or Officers, over the said proposed Railway to the Junction with the Hull and Selby Railway at or near Staddlethorpe, and thence over the Hull and Selby Railway to Hull, and the Use for such Purposes of the North-eastern Company's Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected therewith between Thorne and Hull, and also at Hull, including any Lines which the North-eastern Company have Power to permit the South Yorkshire and Sheffield Companies to use for any Purposes of Traffic; and the Nature and Extent of the Use of the said Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences, and the Charges to be made for the same, shall either be agreed upon between the North-eastern Company and the Company exercising such running Powers, or in case of Difference settled by Arbitration.

Ninth. If the North-eastern Company shall be desirous of sending Traffic of any Description by the said proposed Railway from Hull, or intermediate Stations between Hull and Thorne, over the Railways of the South Yorkshire or Sheffield Companies, or any Part or Parts of the said Railways, or either of them, the South Yorkshire Company or the Sheffield Company, or both, as the Case may require, shall duly carry and forward by sufficient and conveniently arranged Trains all such Traffic which may be handed to or tendered to the said Companies, or either of them, at Thorne or Doncaster, by the North-eastern Company; and they shall in like Manner carry and forward over their respective Railways to Thorne or Doncaster, as the Case may require, all Traffic handed to or tendered to the said Companies, or either of them, at any Point, for Conveyance by that Route to Hull or intermediate Stations between Thorne and Hull, and the same shall be conveyed by the South Yorkshire and Sheffield Companies as fully and freely as their own Traffic is conveyed; and the South Yorkshire and Sheffield Companies respectively shall afford to the North-eastern Company for such Traffic all usual and proper Facilities, including Through Booking, Invoicing, and the Services of their Officers, Porters, and Servants, for the Conduct of such Traffic at all Stations on the Railways of the South Yorkshire and Sheffield Companies, or either of them: Provided always, that it shall be lawful for the North-eastern Company, if they shall so elect, to appoint their own Carting Agents, receiving for Cartage when performed a Sum not exceeding the actual Cost per Ton of such Cartage at that Station when performed by the South Yorkshire or Sheffield Companies or their Agents; and if Complaint is made by the North-eastern Company that the said Companies, or either of them, fail properly to conduct such Traffic it shall be referred to Arbitration.

Tenth. Either Company working over the Line of the other Company shall not carry any local Traffic on such Line, and shall at all Times observe and abide by the Byelaws and Regulations of such other Company.

Eleventh. The Receipts accruing to the North-eastern, the South Yorkshire, and the Sheffield Companies in respect of Passengers, Goods, and Minerals, other than Coals, passing through or from Doncaster or through Thorne, and thence

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

thence over the said proposed Railway to Hull and intermediate Stations between Thorne and Hull, or passing from Hull or intermediate Stations between Hull and Thorne through Thorne, or to or through Doncaster, shall be divided as follows: Goods and Mineral Receipts shall be divided by Mileage subject as herein-after provided, the usual Terminal Charges allowed by the Railway Clearing House, if not otherwise agreed or determined by Arbitration, being first deducted: Provided always, that in settling the Mileage upon which the aforesaid Division is to be made, it shall be lawful for any of the said Companies to demand an Arbitration in the event of the Traffic being carried by any other than the most direct Route between the Termini, and the Arbitrator shall settle between them the Mileage upon which the Division shall be made; Passengers Receipts shall be divided according to the Regulations of the Railway Clearing House, after the Deduction of Government Duty; but as respects all Traffic (except Coal Traffic) to or from Hull arising or terminating at any Station on the Railways of the South Yorkshire Company between and including Doncaster on the East and Barnsley and Sheffield on the West, and including so much of the Traffic arising or terminating at Sheffield as shall be carried over the Railways of the South Yorkshire and Sheffield Companies to or from that Place, out of the total actual Distance, the Distance between Doncaster and Thorne shall for the Purpose of the Division of the Receipts between the Two Companies be taken and considered as Twelve Miles; and when the One Company works the Traffic over the Line of the other an Allowance shall be made for Working Expenses to the Company so working the Traffic over and above that Company's Proportion of Receipts divided as aforesaid, and the Amount of such Allowance shall be agreed upon between the Companies respectively working the Traffic and owning the Line, or in case of Difference shall be settled by Arbitration.

Twelfth. If the North-eastern Company shall be desirous of having Traffic of any Description other than Coal conveyed between Hull or Stations between Hull and Staddlethorpe inclusive and Stations on or beyond the Railways of the South Yorkshire or Sheffield Companies, or any Part thereof, by any Route other than the proposed Railway to Thorne and thence over the South Yorkshire Railway to Doncaster, which is herein-after referred to as the "Doncaster Route," the South Yorkshire and Sheffield Companies or either of them shall afford full Facilities for such Traffic, including Through Booking and Invoicing, and a reasonable Exchange of Waggons and Carriages, and such Traffic shall be conveyed with all due Despatch, and the Through Rates and Fares for such Traffic by such other Route shall not be higher than by the Doncaster Route, and the Receipts from such Traffic shall, unless otherwise agreed or determined, be divided according to the Regulations of the Railway Clearing House in force for the Time being; and the North-eastern Company may for such Traffic, if they think fit, appoint at any of the Stations on the Railways of the South Yorkshire and Sheffield Companies their own Carting Agents, and such Agents shall be recognized as Agents of the North-eastern Company, and shall have afforded to them by the South Yorkshire and Sheffield Companies or either of them, as the Case may be, all Facilities of every Description requisite for the punctual and speedy Receipt and Delivery of such Traffic; and for the Carting Services so performed the South Yorkshire and Sheffield Companies shall allow either to the North-eastern Company or to such Agents a Sum not exceeding the actual Cost of like Services when performed

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

by the Companies themselves or by their own Agents: Provided always, that upon all such Traffic upon which, if it had been conveyed by the Doncaster Route, the South Yorkshire Company would under the Provisions aforesaid have been entitled to Twelve Miles of Mileage as between Doncaster and Thorne, the South Yorkshire Company shall in respect of such Traffic be allowed the same Mileage Proportion of Receipts as if such Traffic had been conveyed by the Doncaster Route; and upon all other such Traffic passing by any Route other than the Doncaster Route, the Mileage Proportion to be allowed to the South Yorkshire and Sheffield Companies or either of them, as the Case may be, in respect of the Distance traversed on their respective Railways, shall be reckoned as if the same had passed by the shortest existing Route, and in case of Difference as to the Meaning or Nonfulfilment of the Conditions of this Article it shall be referred to Arbitration.

Thirteenth. The Rates and Fares for all Kinds of Traffic, except Coal, between Hull and the intermediate Stations between Hull and Thorne and Stations on the Railways of the South Yorkshire and Sheffield Companies, or Stations on other Railways reached by means of the Railways of the said Companies, shall (except in cases where the North-eastern Company will by means of running Powers be in Communication with other Companies, as at Doncaster,) be fixed by Agreement between the North-eastern Company and the South Yorkshire Company, or between the North-eastern, South Yorkshire, and Sheffield Companies, as the Case may require, and any other Company whose Assent may be necessary. For Traffic exchanged between the North-eastern Company and any other Company with which the North-eastern Company will be in Communication as aforesaid, the Rates and Fares shall be fixed by the North-eastern Company and the Company with whom they are so in Communication, and any other Company other than the South Yorkshire Company whose Assent may be necessary.

Fourteenth. The Rates and Fares for Traffic between Hull and Places on the South Yorkshire and Sheffield Railways, or to which those Companies have Access by Arrangements with other Companies, shall not, so far as the Parties hereto can control the same, be higher by the Route of the proposed Railway than the Rates and Fares from Time to Time charged by any other Route, not including Canals in the Possession of the South Yorkshire and Sheffield Companies, or either of them, or by which they may have in operation Arrangements for the Conveyance of Traffic.

Fifteenth. The North-eastern Company may enter into Arrangements with the Great Northern Company for the Use of the Doncaster Station of the Great Northern Company, and for the Use of any Part of the Great Northern Railway, with any other Powers, Rights, and Privileges, and upon such Terms and Conditions as may be mutually agreed upon between the North-eastern and Great Northern Companies; and the South Yorkshire Company shall, if required by the North-eastern Company, to be testified by some Writing under the Hand of the Secretary of the North-eastern Company, grant to the Great Northern Company with respect to the South Yorkshire Railway from Doncaster to the Junction of and on to the proposed Railway at Thorne all such and the same Powers and upon the same Conditions as may be granted by the North-eastern Company to the Great Northern Company with respect to the North-eastern Company's Railway between Thorne and Hull.

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

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Sixteenth. The North-eastern Company, subject to the due forwarding of Traffic as aforesaid, shall be entitled to fix from Time to Time the Number and the Times for the Departure and Arrival of their own Trains from and at Doncaster, and the proposed Junction with the South Yorkshire Railway at Thorne and (in the event of the Exercise of running Powers as aforesaid to the Coal Pits on the South Yorkshire Railway from Doncaster) from and at the said Coal Pits, due Regard being had to the Necessity of making Coal Trains give way to other Trains, and Goods Trains to Passenger Trains, and to the relative Amount and Importance of the Traffic of the respective Companies over the said Railway, and to the general Convenience accordingly of the Two Companies respectively, and in every Case of Difference arising out of this Article the same shall be settled by Arbitration.

Seventeenth. The South Yorkshire Company, subject to the due forwarding of Traffic as aforesaid, shall be entitled to fix from Time to Time the Number and the Times for the Arrival and Departure of their Coal Trains from and at Thorne and Hull and intermediate Stations on the said proposed Railway respectively, and in the event of the Exercise of running Powers as aforesaid by the South Yorkshire or Sheffield Companies, then the Company exercising the said running Powers shall be entitled to fix from Time to Time the Number and the Times for the Arrival and Departure of their Trains from and at Thorne and Hull and intermediate Stations between Thorne and Hull respectively, due Regard being had to the Necessity of making Coal Trains give way to other Trains, and Goods Trains to Passenger Trains, and to the efficient and convenient working of the Traffic of Hull generally, and to the relative Amount and Importance of the Traffic of the respective Companies to and from the Hull Station and the said intermediate Stations, and to the general Convenience accordingly of the said Companies respectively, and in every Case of Difference arising out of this Article the same shall be settled by Arbitration.

Eighteenth. The Expression "Hull" is to be understood as including all Stations and Junctions of the North-eastern Company in the Town of Hull, or within a Radius of Two Miles from the Centre of the present North-eastern Passenger Station, and also the several Lines of Railway communicating with the Hull Docks, so far as the North-eastern Company have Power to use the same. The Expression "Doncaster" is to be understood as including all Stations and Junctions of the South Yorkshire Company at Doncaster, or within One Mile from the Centre of the present Great Northern Passenger Station at Doncaster. The Expression "Coal," is to be understood as including Coke, Culm, and Cinders.

Nineteenth. The South Yorkshire and Sheffield Companies shall not be entitled to claim against the North-eastern Company, and the North-eastern Company shall not be entitled to claim against the South Yorkshire and Sheffield Companies, or either of them, the Privileges granted under this Agreement in respect of any unreasonably circuitous Route for the Transmission of their Traffic as compared with any other Route, and if any Dispute or Difference shall arise on this Point it shall be referred to Arbitration.

Twentieth. At all Times during the Continuance of this Agreement the Companies Parties hereto shall and will respectively keep proper Books of Account with reference to the Traffic hereby provided for, and shall and will make therein all usual and proper Entries with respect to such Traffic, and any of the Companies may at any Time during the said Period demand from any other of  
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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

the Companies, by Notice under the Hand of their Secretary, Permission to inspect and examine such Books and Entries, and to make Copies thereof or Extracts therefrom, and thereupon such other Company shall and will, within Seven Days after the Delivery of any such Notice, permit such Person or Persons as shall have been nominated for that Purpose to inspect and examine the said Books and Entries, or such of them as he or they shall desire, and to take Copies thereof or Extracts therefrom, and shall and will afford him and them all reasonable Facilities for that Purpose

Twenty-first. The Accounts between the Companies Parties hereto in respect of the Traffic on the proposed Line of Railway and Traffic in connexion therewith under this Agreement shall be settled between themselves or through the Railway Clearing House in the usual Manner: Provided always, that if any of the said Companies shall at any Time desire that separate Accounts should be kept of such Traffic, it shall be competent for such Company from Time to Time to direct the Form in which such Accounts shall be kept; and failing an Agreement between the Companies as to the Mode of keeping such Accounts, and the Payment of Balances by one Company to the other, and all incidental Matters arising thereupon, the same shall from Time to Time be referred to Arbitration.

Twenty-second. If at any Time and from Time to Time, as any Question, Dispute, or Difference shall arise between the Parties hereto, or any of them, which is herein-before provided to be referred to or settled by Arbitration, or as to the true Meaning and Intent of this Agreement, or as to the Compliance with and carrying out of the Spirit and Intention thereof by any of the Parties thereto, or as to the Amount of Compensation or Damages for Non-compliance with any Award under these Presents, or as to the Accounts to be rendered by any Company, and the Correctness thereof, every such Question, Dispute, or Difference shall be thereupon referred to and decided by Arbitration; and beyond all other Powers herein-before given to any Arbitrator, such Arbitrator shall, in the event of his, at any Time during the Continuance of this Agreement, deciding that the South Yorkshire and Sheffield Companies, or either of them, are not affording Facilities or duly conducting the Traffic of the North-eastern Company or that the North-eastern Company are not affording Facilities or duly conducting the Traffic of the South Yorkshire or Sheffield Companies in accordance with the Provisions of this Agreement, have Power to award and order that the South Yorkshire and Sheffield Companies, or either of them, or that the North-eastern Company, as the Case may require, shall make such Arrangements as the said Arbitrator may think fit for securing such Facilities, or the due Conduct of such Traffic, and the said Arbitrator shall have Power to award Compensation or Damages to be paid by the South Yorkshire and Sheffield Companies, or either of them, as the Case may require, to the North-eastern Company, or by the North-eastern Company to the South Yorkshire and Sheffield Companies, or either of them, for any Breach of the said Provisions of this Agreement, or for any Refusal or Neglect of the said Companies, or any of them, to perform any Order or Award made by the said Arbitrator, or by any other Arbitrator under any previous Arbitration, as to the Matters aforesaid; and every such Reference to Arbitration shall be made in the Manner provided by the "Railway Companies Arbitration Act, 1859," and this Agreement shall be considered and taken as an Agreement by the Companies between whom such Question, Dispute, or Difference shall arise to refer any such Question or Matter in difference within the  
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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

Meaning of the Eleventh Section of the "Common Law Procedure Act, 1854." The Expression Arbitrator is to be understood as including either a sole Arbitrator or the Arbitrators or Umpire by whom respectively any Decision or Award shall be made in any Reference to Arbitration made under or by virtue of these Presents.

Twenty-third. The North-eastern Company, the South Yorkshire Company, and the Sheffield Company, for themselves severally and respectively, and for their several and respective Successors and Assigns, hereby covenant the one with the other and others of them, and the several and respective Successors and Assigns of the other and others of them, that they the said several Companies respectively, and each of them, their and each of their several and respective Successors and Assigns, will perform, fulfil, and observe all the foregoing Articles as to all Things which on their Parts respectively are to be performed, fulfilled, and observed.

In witness whereof the said Companies have hereunto affixed their respective Common Seals the Day and Year first herein written.

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SCHEDULE (C.)

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AN AGREEMENT made the Ninth Day of July One thousand eight hundred and sixty-three between the North-eastern Railway Company, herein-after called the Company, of the First Part, the Great Northern Railway Company, herein-after called the Great Northern Company, of the Second Part, and the South Yorkshire Railway and River Dun Company (herein-after called the South Yorkshire Company) of the Third Part: Whereas by an Agreement bearing Date the Twentieth Day of October One thousand eight hundred and sixty-two, and made between the Company of the First Part, the South Yorkshire Company of the Second Part, and the Manchester, Sheffield, and Lincolnshire Railway Company of the Third Part, it was amongst other things agreed and provided that the Company should promote a Bill in the then next Session of Parliament to construct a Railway commencing by a Junction with the Hull and Selby Railway at some Point near to or East of the Staddlethorpe Station on the Hull and Selby Railway, passing through or as near as convenient to the Town of Goole, and terminating by a Junction with the South Yorkshire Railway (as next therein-after provided to be improved) at some Point near Thorne to be mutually agreed upon by the Engineers of the North-eastern and South Yorkshire Companies, and that in case the said Bill should become Law the South Yorkshire Company should immediately thereupon improve their present or construct a new Line of Railway from the Point of Junction of the said proposed Railway with the South Yorkshire Railway, near Thorne, to Doncaster (near which latter Place the South Yorkshire Railway joins the Great Northern Railway), so that the said improved or new Line of Railway should be completed prior to or contemporaneously with the Completion of the said proposed Railway, and the said improved or new Line of Railway should be constructed in all respects as a First-class double Line of Railway adapted for Express and all other Trains, and over such last-mentioned Line the Company should have full running Powers for all Descriptions of Traffic passing or intended to pass over any Part

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

of the said proposed Railway, and for their Engines, Carriages, Waggon, and Servants accompanying their Trains from the said Junction at Thorne to Doncaster; and that the Company might enter into Arrangements with the Great Northern Company for the Use of the Doncaster Station of the Great Northern Company, and for the Use of any Part of the Great Northern Railway, with any other Powers, Rights, and Privileges and upon such Terms and Conditions as might be mutually agreed upon between the North-eastern and Great Northern Companies, and the South Yorkshire Company should, if required by the Company, to be testified by some Writing under the Hand of the Secretary of the Company, grant to the Great Northern Company with respect to the South Yorkshire Railway from Doncaster to the Junction of and on to the proposed Railway at Thorne all such and the same Powers, and upon the same Conditions, as might be granted by the Company to the Great Northern Company with respect to the Company's Railways between Thorne and Hull: And whereas the Company have accordingly introduced into Parliament in the present Session, and are now promoting the said intended Bill, which is intituled "An Act to enable the North-eastern Railway Company " to construct a Railway from the Hull and Selby Railway at Staddlethorpe " to the authorized Line of the South Yorkshire Railway near Thorne, with " Two Branches therefrom, to raise additional Capital, and for other Purposes:" And whereas by means of the said proposed Railway and of the South Yorkshire Railway, as intended to be improved, a new Railway Route will be opened between Hull and Doncaster and to Places South of Doncaster: And whereas the Great Northern Company have presented a Petition against the said Bill, praying to be heard against the Preamble and Provisions thereof, and in support of the Allegations of their said Petition, and pending the Consideration of the said Bill by the Committee to which the same has been referred, Negotiations between the Company and the Great Northern Company have taken place, and it has been agreed between them that, subject to the said Bill becoming Law, the following Articles, Stipulations, Provisions, and Arrangements shall be observed and carried out by them respectively and their respective Successors: And whereas the South Yorkshire Company have agreed to join in these Presents for the Purpose of securing to the Great Northern Company the Rights and Privileges herein-after granted to them over the South Yorkshire Railway between Doncaster and Thorne: These Presents therefore witness as follows; (that is to say,)

Article 1. The Company shall have full running Powers for their Traffic, Engines, Carriages, Waggon, and Servants properly accompanying their Trains over so much of the Great Northern Railway as lies between the Junction therewith of the South Yorkshire Railway North of the Doncaster Passenger Station (herein-after called the Northern Junction) and the Junction of the South Yorkshire Railway with the Great Northern Railway near the Stone Bridge carrying the Road across that Station (herein-after called the Southern Junction) free of all Toll or Charge whatsoever, but subject to the Byelaws and reasonable Regulations of the Great Northern Company, and shall also have the Use for the Purposes of their Traffic (except as herein-after limited and provided) of the said Passenger Station and of the Goods Station of the Great Northern Company at Doncaster, and of the Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected with the said Portion of the Great Northern Railway and Stations,

*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

Stations, the Nature and Extent of the Use of which Passenger Station and Goods Station, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences, and the Charges to be made for the same, shall, if not agreed upon between the same Two Companies, be settled by Arbitration as herein-after provided: Provided always, that it shall not be lawful for the Company in exercising the aforesaid running Powers for Coal or Coke Traffic passing to or from the South Yorkshire Railway to use the said Passenger or Goods Stations, Engine Stabling, Sidings, Coking Places, Turntables, or other Works and Conveniences connected with the said Portion of Railway and Stations, except and to the Extent only of the free Right of running over and using the Two centre Lines of Railway through the said Passenger Station, subject to the aforesaid Byelaws and reasonable Regulations.

Article 2. The Great Northern Company shall (so far as may be consistent with the Accommodation they require at Doncaster for their own Traffic, and Regard being had to the Description of Traffic of the Two Companies at the said Stations there) provide the Company, if and when so required by them, with Station, Office, Warehouse, Standage, and other Accommodation for Coaching, Goods, Mineral, and other Traffic (other than such Coal and Coke Traffic as aforesaid) going to or coming from the said proposed Railway, and the Great Northern Company shall and will accommodate such Traffic economically and efficiently, and afford for such Traffic all usual and proper Facilities, including the Services of their Officers, Porters, and Servants, and the Nature and Extent of such Accommodation, Facilities, and Services, and the Payment to be made for the same, shall, if not agreed upon between the said Companies, be settled by Arbitration as herein-after provided.

Article 3. The Company shall have the Right to appoint at Doncaster, at their own Cost, their own Clerks for booking Passengers over the Railway between Doncaster and Hull, such Clerks nevertheless being under and subject to the Regulations of the Great Northern Company, and to Removal by that Company in case of Refusal to attend to the reasonable Orders and Directions of the Person in charge of the Station, and the Company shall have the Right to appoint their own Carting Agents at Doncaster, and to collect and deliver at Doncaster Goods and Parcels Traffic carried, or intended to be carried, between Doncaster and Hull; and for the Carting Services so performed at Doncaster the Great Northern Company shall, when the Rate for such Traffic includes Cartage, allow out of such Rate to the Company an Amount not exceeding the actual Cost per Ton of such Cartage at Doncaster when performed by the Great Northern Company or by their Agents.

Article 4. Nothing herein contained, nor any Act or Thing to be done or suffered hereunder, shall in any way be construed to imply or confer on the Company any Right of Ownership in the said Doncaster Stations at which any of the aforesaid Powers or Facilities are to be given, and the entire Management and Control of such Stations and of the Persons employed thereat shall remain and belong to the Great Northern Company: Provided always, that such Control and Management shall not be exercised so as to limit the full Enjoyment by the Company of all such Privileges as they may be entitled to under this Agreement.

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

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Article 5. The Company shall be entitled to fix from Time to Time the Number and the Times for the Departure and Arrival of their own Trains from and at the Doncaster Stations, and from and at the said Northern and Southern Junctions, due Regard being had to the Fact that the Great Northern Company are the Owners of the said Doncaster Stations and Portion of Railway between those Junctions, and to the relative Amount and Importance of the Traffic of the respective Companies to and from those Stations and Junctions and over the said Portion of Railway, and to the general Convenience accordingly of the Two Companies respectively; and if any Difference shall arise out of this Article the same shall be settled by Arbitration as herein-after provided.

Article 6. For the Considerations aforesaid the Company shall duly carry and forward from Doncaster all Traffic from any Place South of Doncaster, whether Coaching, Goods, or Minerals, tendered to them at Doncaster by the Great Northern Company for Carriage by the said proposed Railway to Hull, or to any Place ordinarily reached via Hull, or intermediate between Thorne and Hull, exclusive of Thorne, and the Company shall in like Manner carry and forward to Doncaster from Hull, and from any Place intermediate between Hull and Thorne, exclusive of Thorne, all Traffic consigned by that Route for Carriage by the Great Northern Company from Doncaster to any Place on or beyond the Great Northern Railway South of Doncaster, and all such Traffic shall be conveyed by the Company as freely and efficiently as any like Traffic of their own is conveyed between Doncaster and Hull, and at Through Rates to be fixed by the Company and the Great Northern Company, the Company receiving for the Distance the Traffic is carried by them a Mileage Proportion of the Through Rates (divided according to the Regulations of the Railway Clearing House for the Time being existing), after deducting Government Duty on Passengers, and the usual Clearing House Terminal Allowances, and also after deducting Depôt Charges for Coals or Coke carried for Land Sale, when such Charges are included in the Rate, and also after deducting for Coal and Coke Traffic carried for Shipment Threepence per Ton at each of the respective Points where such Traffic shall originate and terminate, and further deducting the Cost or Charges for shipping such Coal or Coke when such Cost or Charges are included in the Rate; and if Complaint is made by the Great Northern Company that the Company fail properly to conduct such Traffic, or if any Difference shall arise as to the Reasonableness of the said Depôt Charges, such Complaint or Difference shall be referred to Arbitration as herein-after provided.

Article 7. The Great Northern Company shall have the Right to appoint at Hull, at their own Cost, their own Clerks for booking Passengers over the Railway between Hull and Doncaster, such Clerks nevertheless being under and subject to the Regulations of the Company, and to Removal by the Company in case of Refusal to attend to the reasonable Orders and Directions of the Person in charge of the Station at which he or they shall be employed, and the Great Northern Company shall have the Right to appoint their own Carting Agents at Hull, and to collect and deliver at Hull Goods and Parcels Traffic carried or intended to be carried over the said Railway between Hull and Doncaster; and for the Carting Services so performed at Hull the Company shall when the Rate of such Traffic includes Cartage allow out of such  
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Rate to the Great Northern Company employing such Carting Agents an Amount not exceeding the actual Cost per Ton of such Cartage at Hull when performed by the Company or by their Agents: Provided always, that the Rights and Privileges given by this present Clause shall only apply to Passengers, Goods, and Parcels Traffic to or from Hull carried by the Great Northern Company from or to any Place South of Doncaster.

Article 8. The usual Traffic Returns to the Railway Clearing House, the making out of Invoices and checking the Weights and Classes of Traffic, shall be done with all proper Despatch by the Company at Hull, and every reasonable Facility shall be given by them to the Great Northern Company for checking by their Clerks, and for the speedy Transmission and Receipt at the Place of Destination of such Invoices.

Article 9. None of the Stipulations contained in this Agreement shall be obligatory upon the Company or the Great Northern Company with respect to any unreasonably circuitous or inconvenient Route, and any Difference arising in regard to this Matter shall be settled by Arbitration in the Manner hereinafter provided.

Article 10. In the event of an Arbitrator at any Time deciding that the Company are not duly conducting the Traffic mentioned in Article 6 of this Agreement in accordance with the Provisions thereof, such Arbitrator shall have Power to award and order that the Great Northern Company shall for such Traffic have the Right to run with their Engines and Carriages of every Description over the South Yorkshire Railway (as intended to be improved) between Doncaster and Thorne, and over the said proposed Railway, and thence over the Hull and Selby Railway to Hull; and thereupon the Great Northern Company shall thenceforth for the Purposes of such Traffic be at liberty, but subject to the Byelaws and reasonable Regulations of the Company and the South Yorkshire Company respectively as regards their respective Railways, to exercise such Right, and also to use for such Purposes the Company's Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences connected therewith at Hull; and the Nature and Extent of the Use of the said Stations, Engine Stabling, Sidings, Water, Gas, Coking Places, Turntables, and other Works and Conveniences, and the Charges to be made for the same, shall, if not agreed upon between the Company and the Great Northern Company, be settled by Arbitration in the Manner hereinafter provided.

Article 11. In the event of the Exercise of the aforesaid running Powers by the Great Northern Company the Company shall (so far as may be consistent with the Accommodation they require for their own Traffic, and Regard being had to the Description of Traffic of the respective Companies,) provide the Great Northern Company, if and when so required by them, with Station, Office, Warehouse, Standage, and other Accommodation at Hull and at any Station between Hull and Thorne, exclusive of Thorne, for the Coaching, Goods, and Mineral Traffic referred to in Article 6, and the Company shall and will book, invoice, collect, deliver, handle, load, unload, and accommodate such Traffic economically and efficiently, and transfer to and receive from the Great Northern Company all such Traffic, and afford for such Purpose all usual and proper Facilities, including the Services of their Officers, Porters, and Servants;

[*Local.*]

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and the Nature and Extent of the Accommodation and Services, and the Payments to be made for the same, if not agreed upon between the said Companies respectively, shall be settled by Arbitration in the Manner herein-after provided.

Article 12. In the event of the Great Northern Company exercising the aforesaid running Powers, they shall be entitled to fix from Time to Time the Number and the Times for the Departure and Arrival of their Trains from and at Doncaster and Hull respectively, due Regard being had to the Fact that the Company and the South Yorkshire Company are respectively the Owners of the Stations and Railways at Hull and between Hull and Doncaster, and to the relative Amount and Importance of the Traffic of the respective Companies to and from Hull, and to the general Convenience accordingly of the Companies respectively; and if any Difference shall arise out of this Article the same shall be settled by Arbitration in the Manner herein-after provided.

Article 13. The Great Northern Company shall not exercise any of the aforesaid Powers in reference to Traffic known as local Traffic on the Railways of the Company or of the South Yorkshire Company, but they may when exercising the aforesaid running Powers carry to and from Places intermediate between Thorne and Hull, exclusive of Thorne, all Traffic intended for the Great Northern Railway for Places South of Doncaster.

Article 14. In the event of the Great Northern Company exercising the aforesaid running Powers, Twenty-five per Cent. of the Mileage Proportion of the Rates (due for the Distance the Traffic is carried by them over the Railways of the Company and the South Yorkshire Company), after making the Deductions mentioned in Article 6, shall be allowed to the Great Northern Company for Working Expenses, and the remaining 75 per Cent. shall be retained by or paid to the Company and the South Yorkshire Company, and divided between them in proportion to the Distance the Traffic is carried over their said respective Railways.

Article 15. Nothing herein contained, nor any Act or Thing to be done or suffered hereunder, shall in any way be construed to imply or confer on the Great Northern Company any Right of Ownership in the Stations of the Company at which any of the aforesaid Powers or Facilities are to be given, and the entire Management and Control of such Stations and of the Persons employed thereat shall remain and belong to the Company: Provided always, that such Control and Management shall not be exercised so as to limit the full Enjoyment by the Great Northern Company of all such Privileges as they may be entitled to under this Agreement.

Article 16. The Expression Hull shall mean and include the several present and future Stations, Depôts, Tramways, Junctions, and other Railway Works of the Company at Hull, and within a Radius of Two Miles from the Centre of the Paragon Street Passenger Station of the Company there, and the Lines of Railway, Tramways, and Works communicating with the existing or future Docks at Hull, so far as the Company from Time to Time have Power to use the same.

Article 17. The Companies Parties hereto shall at all Times keep proper Books of Account with reference to the Traffic to which this Agreement refers, and shall make therein all usual and proper Entries with respect to such Traffic,

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*The North-eastern Railway Company's (Hull and Doncaster Branch) Act, 1863.*

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Traffic, and any of the said Companies may at any Time demand from the other of them by Notice under the Hand of their Secretary Permission to inspect and examine such Books and Entries, and to make Copies thereof or Extracts therefrom, and thereupon such other Company shall and will within Seven Days after the Receipt of any such Notice permit such Person or Persons as shall have been nominated for that Purpose to inspect and examine the same Books and Entries, or such of them as he or they shall desire, and to take Copies thereof or Extracts therefrom, and shall and will afford him and them all reasonable Facilities for that Purpose.

Article 18. The Accounts between the said Companies in respect of the Traffic to which this Agreement relates shall be settled between themselves or through the Railway Clearing House in the usual Manner: Provided always, that if any of the said Companies shall at any Time desire that separate Accounts shall be kept of such Traffic, it shall be competent for any or either of them from Time to Time to direct the Form in which such Accounts shall be kept, and failing an Agreement between them as to the Mode of keeping such Accounts, and the Payment of Balances by the one Company to the other, or any incidental Matters, the same shall from Time to Time be referred to Arbitration in the Manner herein-after provided.

Article 19. If at any Time and from Time to Time as any Question, Dispute, or Difference shall arise between the Parties hereto, or any of them, as to the true Meaning and Intent of this Agreement, or as to the Compliance with and carrying out of the Spirit and Intention thereof by any of the Parties hereto, or as to the Amount of Compensation or Damages for Non-compliance with any Award under these Presents, or as to the Accounts to be rendered by any of the said Companies and the Correctness thereof, every such Question, Dispute, or Difference shall be thereupon referred to and decided by Arbitration, and beyond all other Powers herein-before given to any Arbitrator, such Arbitrator shall (in the event of his at any Time deciding that the Company, or the Great Northern Company, or the South Yorkshire Company, are not affording or allowing the Accommodation, Facilities, and Services by this Agreement provided for, or that the Company are not duly conducting the Traffic to which this Agreement relates in accordance with the Provisions of this Agreement) have Power to award and order that the Company, or the Great Northern Company, or the South Yorkshire Company, as the Case may require, shall make such Arrangements as such Arbitrator may think fit for securing such Accommodation, Facilities, and Services, or the due Conduct of such Traffic, and such Arbitrator shall have Power to award Compensation or Damages to be paid by the Company in default to the other or others of the said Companies, as the Case may be, for any Breach of the Provisions of this Agreement, or for any Refusal or Neglect of the said Companies respectively to perform any Order or Award made by such Arbitrator, or by any other Arbitrator under any previous Arbitration, as to any of the Matters aforesaid, and every such Reference to Arbitration shall be made in the Manner provided by "The Railway Companies Arbitration Act, 1859;" and this Agreement shall be considered and taken as an Agreement by the Companies between whom such Question, Dispute, or Difference shall arise to refer any such Question or Matter in difference within the Meaning of the 11th Section of "The Common Law Procedure Act, 1854," and the Expression Arbitrator shall be understood

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as including either a sole Arbitrator or the Arbitrators or Umpire by whom respectively any Decision or Award shall be made in any Reference to Arbitration under these Presents.

In witness whereof the said Companies Parties hereto have hereunto affixed their respective Common Seals the Day and Year first above written.

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