



### CHAPTER cxcix.

An Act to authorise the construction and maintenance of the Hull, Barnsley, and West Riding Junction Railways, and of a Dock and other Works in connexion therewith; and for other purposes. [26th August 1880.] A.D. 1880.

**W**HEREAS the construction of the railways, dock, and other works herein-after described, and by this Act authorised, would be of local and public advantage:

And whereas the persons herein-after in that behalf named, with others, are willing to execute the undertaking, and it is expedient that they be incorporated into a Company for that purpose:

And whereas it is expedient that the lands which the Company may acquire under the powers of this Act below the line of high-water mark of ordinary spring tides in the River Humber be added to and deemed part of the township of Southcoates, in the parish of Drypool:

And whereas it is expedient that the Company and the mayor, aldermen, and burgesses of the borough of Kingston-upon-Hull (in this Act called "the Corporation") be empowered to enter into and carry into effect agreements as herein-after in that behalf provided, and that the Corporation be empowered to contribute funds towards the undertaking and to appoint directors of the Company:

And whereas it is expedient that the agreement (herein-after referred to as "the scheduled agreement") between the Corporation and certain of the promoters of the Bill for this Act, a copy whereof is set forth in the Schedule D. to this Act annexed, be confirmed and made binding upon the Company and the Corporation respectively:

And whereas plans and sections showing the lines and levels of the railways, dock, new street, and other works authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of

A.D. 1880. — the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the East and West Ridings of the county of York, and of the town and county of the town of Kingston-upon-Hull, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as the Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.

Incorporation of general Acts. 2. The Companies Clauses Consolidation Act, 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869, the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863, and the Harbours, Docks, and Piers Clauses Act, 1847, except section 82 thereof, are (except where expressly varied by this Act) incorporated with and form part of this Act : Provided always, that the provisions of the Harbours, Docks, and Piers Clauses Act, 1847, with respect to lifeboats, and with respect to keeping a tide and weather gauge, shall not be in force for the purposes of this Act, except so far as may from time to time be required by the Board of Trade.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; and for the purposes of this Act the expression "the Dock Company" means the Dock Company at Kingston-upon-Hull ; the expression "the borough" means the borough of Kingston-upon-Hull ; the expression "the undertaking" means and includes the railways, dock, river wall or embankment, new street, and other works by this Act authorised ; the expressions "the railways" and "the railway" mean respectively the railways by this Act authorised ; the expressions "the dock," and "the street," and "the river wall" mean respectively the new dock, and the new street, and the river

wall or embankment by this Act respectively authorised; the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute. A.D. 1880.

4. Gerard Smith, Henry Hodge, Henry Briggs, John Fisher, Charles Wells, Edward Leetham, Francis Reckitt, Arthur Egginton, John Smyth Egginton, Richard Willows, James Stuart, William Field, Edward Augustus Dearman Brooshooft, Lawrence Stephenson, George Whitehead, William Rayment, William Day Watson Arton Massey, John Campbell Thompson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Hull, Barnsley, and West Riding Junction Railway and Dock Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lauds and other property for the purposes of this Act. Incorporation of Company.

5. Subject to the provisions of this Act, and subject to the terms and conditions of the scheduled agreement, the Company may make and maintain, in the lines or situation and according to the levels shown on the deposited plans and sections, the railways, dock, river wall or embankment, new street, and other works herein-after described, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for the purposes of the undertaking. The works herein-before referred to and authorised by this Act will be situate in the West and East Ridings of the county of York and the town and county of the town of Kingston-upon-Hull, and are— Power to make railways, dock, &c.

- (1.) A railway (No. 1) 6 miles 2 furlongs and 6·70 chains or thereabouts in length, commencing by a junction with the Barnsley branch of the Midland Railway at or near the bridge carrying that railway over the Barnsley Canal at or near the northern end of Monk Bretton Station, and terminating in the field numbered 39 on the tithe commutation map of the township of North Elmsall:

A.D. 1880.

- (1A.) A railway (No. 1A) 2 furlongs and 9 chains or thereabouts in length, commencing by a junction with the main line of the Midland Railway at or near the northernmost junction therewith of the Barnsley branch, and terminating by a junction with the railway (No. 1) by this Act authorised in or near the fence between the fields numbered respectively 250 and 251 on the tithe commutation map of the township of Carlton :
- (1B.) A railway (No. 1B) 6 furlongs and 4·25 chains or thereabouts in length, commencing by a junction with the railway (No. 1) by this Act authorised in the field numbered 123 on the tithe commutation map of the township of Shafton, terminating by a junction with the sidings of the Monckton Main Colliery at or near the west side of Lundhill Lane :
- (1c.) A railway (No. 1c) 2 furlongs or thereabouts in length commencing by a junction with railway (No. 1) by this Act authorised in a field numbered 217 on the tithe commutation map of the township of Cudworth, and terminating by a junction with the authorised Royston and Darfield branch of the Midland Railway near the point at which that authorised branch is intended to cross the stream known as Poole's Dyke :
- (2.) A railway (No. 2) 12 miles 4 furlongs and 1·30 chain or thereabouts in length, commencing by a junction with the railway (No. 1) by this Act authorised at or near its termination, and terminating at a point about 18 chains northward from the junction of Butt Field Lane with the public road leading from Gowdall to Hensall :
- (2A.) A railway (No. 2A) 4 furlongs and 2·15 chains or thereabouts in length, commencing by a junction with the West Riding and Grimsby Railway of the Great Northern and Manchester, Sheffield, and Lincolnshire Railway Companies at or near the mile post, thereon indicating a distance of  $166\frac{3}{4}$  miles from London, and terminating by a junction with the railway (No. 2) by this Act authorised at or near its commencement :
- (2B.) A railway (No. 2B) 4 furlongs and 2·15 chains or thereabouts in length, commencing by a junction with the Swinton and Knottingley Railway of the Midland and North-eastern Railway Companies at a point about  $5\frac{1}{2}$  chains south of the bridge carrying that railway over Allum Lane, and terminating by a junction with the railway (No. 2) by this Act authorised in the field numbered 66 on the tithe commutation map of the township of North Elmsall :
- (3.) A railway (No. 3) 30 miles 5 furlongs and 7·65 chains or thereabouts in length, commencing by a junction with the railway (No. 2) by this Act authorised at or near its termination, and terminating at or near the eastern side of the

Bridlington branch of the North-eastern Railway at a point about  $5\frac{1}{2}$  chains south of the point at which that branch crosses Spring Bank : A.D. 1880.

- (3A.) A railway (No. 3A) 5 furlongs and 3·30 chains or thereabouts in length, commencing by a junction with the Wakefield, Pontefract, and Goole line of the Lancashire and Yorkshire Railway at a point about 11 chains eastward from the level crossing of that railway over Little Heck Common Lane, and terminating by a junction with the railway (No. 3) by this Act authorised at or about its point of commencement :
- (4.) A railway (No. 4) 2 miles 5 furlongs and 0·70 chains or thereabouts in length, commencing by a junction with the Barnsley and Doncaster Railway of the Manchester, Sheffield, and Lincolnshire Railway Company at a point about  $8\frac{1}{2}$  chains eastward from the bridge carrying Oaks Lane over that railway, and terminating by a junction with the railway (No. 1) by this Act authorised at a point near the western side of the Midland Railway about one chain northward from the bridge carrying that railway over Mill Hill Lane :
- (4A.) A railway (No. 4A) 1 furlong and 8·25 chains or thereabouts in length, commencing by a junction with the railway (No. 4) by this Act authorised in a field in the occupation of Henry Downing Micklethwaite, in the township of Ardsley, in the parish of Darfield, and terminating in a pasture called the Green, in the occupation of James Wilkinson, in the said township of Ardsley :
- (4B.) A railway (No. 4B) 1 furlong and 1·90 chain or thereabouts in length, commencing by a junction with railway (No. 4A) by this Act authorised in a field in the occupation of Henry Downing Micklethwaite, in the said township of Ardsley, and terminating by a junction with the Barnsley and Doncaster Railway of the Manchester, Sheffield, and Lincolnshire Railway Company at a point about  $6\frac{1}{2}$  chains south-east from the signal box at the junction at Stairfoot of the said Barnsley and Doncaster Railway with the Barnsley Coal Railway of the same company :
- (5.) A railway (No. 5) 4 miles 3 furlongs and 7 chains or thereabouts in length, commencing by a junction with the railway No. 3 by this Act authorised at or about its termination, and terminating in the town and county of the town of Kingston-upon-Hull at or near the foreshore of the River Humber at the south end of Sollitt Street : Provided always, that the Company shall not in constructing this railway deviate vertically from the levels shown on the deposited sections so as to interfere

A.D. 1880.

with the present levels of the Beverley and Stoneferry Roads near the boundary of the borough :

- (5A.) A railway (No. 5A) 1 furlong and 6.60 chains or thereabouts in length, commencing by a junction with the railway No. 5 by this Act authorised at a point in land belonging to the Corporation  $2\frac{1}{2}$  chains south of the Hedon Road and  $14\frac{1}{2}$  chains westward from Sollitt Street, and terminating in land belonging to the Dock Company at a point about one chain south of Hedon Road and about one chain west of the road leading direct from Hedon Road to the shipbuilding yard and premises of Earle's Shipbuilding and Engineering Company, Limited: Provided always, that, notwithstanding anything contained in the deposited plans, the Company shall not for the purpose of constructing this railway deviate to any greater extent than 50 yards south of and parallel to the Hedon Road :
- (5B.) A railway (No. 5B) 4 furlongs and 8.55 chains or thereabouts in length (including the double junction with the railways of the Dock Company), commencing by a junction with the Railway No. 5 by this Act authorised at a point about  $1\frac{1}{2}$  chains south-east from Ellis Street in a plot land about midway between Arundel Street and Marfleet Lane, and terminating by a double junction with the railways at the Victoria Dock of the Dock Company at a point on the railway north of the Victoria Dock about 120 yards from the level crossing of that railway over the Hedon Road, and at a point on the railway south of the Victoria Dock about 210 yards from the same level crossing, measuring in each case from the said level crossing along the respective railways :
- (5c.) A railway (No. 5c) 4 furlongs and 1.90 chain or thereabouts in length, commencing by a junction with the Victoria Dock Railway of the North-eastern Railway Company at or near the east end of the bridge carrying that railway over the River Hull, and terminating by a junction with the Railway No. 5 by this Act authorised at or near a point on the North-eastern Railway Hornsea branch about 2 chains west of the point at which that branch crosses Sutton Bank :
- (6.) A railway (No. 6) 1 mile 2 furlongs and 5.68 chains or thereabouts in length, commencing by a junction with the Railway No. 5 by this Act authorised at a point about 1 chain east of the Beverley Road and 2 chains south-eastward of the east end of the south side of De Grey Street, and terminating on the north side of Kingston Square or John Street at a point about  $2\frac{1}{2}$  chains from the south-east corner of Christ Church School :

A.D. 1880.

- (7.) A railway (No. 7) 2 miles 4 furlongs and 6·18 chains or thereabouts in length, commencing by a junction with the Railway No. 3 by this Act authorised at a point about 7 chains south of Spring Bank and  $3\frac{1}{2}$  chains west of Culvert Lane, and terminating on the west side of Neptune Street about 1 chain northward of the northern boundary of the North-eastern Railway, where that railway crosses the said street :
- (7A.) A railway (No. 7A) 2 furlongs and 2·30 chains or thereabouts in length, commencing by a junction with the Railway No. 7 by this Act authorised at or near the fence separating two fields respectively in the occupation of William Waddingham, the southernmost of which fields abuts on the Anlaby Road, and at a point about 9 chains eastward from the Culvert Lane, and terminating by a junction with the Railways No. 5 and No. 8 by this Act authorised at or near their common point of commencement :
- (8.) A railway (No. 8) 6 furlongs and 7 chains or thereabouts in length, commencing by a junction with the Railways No. 3 and 7A by this Act authorised at their common point of termination, and terminating by a junction with the Beverley and Bridlington branch of the North-eastern Railway at a point about 28 chains, measuring along that branch south-eastwardly from the point at which it crosses Spring Bank :
- (9.) A dock (with a lock or entrance from the River Humber) wholly in the townships of Drypool and Southcoates, in the parish of Drypool, in the town and county of the town of Kingston-upon-Hull, and on the bed, banks, and shore of the River Humber :
- (10.) A river wall or embankment in the townships of Drypool and Southcoates, in the parish of Drypool aforesaid, and on the bed and shore of the River Humber (with an entrance through the same into the intended dock), commencing at or near the south-eastern corner of the shipbuilding yard of Earle's Shipbuilding and Engineering Company, Limited, and terminating at or near the south-eastern corner of the area within which the intended dock will be made :
- (11.) A new street or road in the townships of Drypool and Southcoates, in the parish of Drypool aforesaid, commencing in the said township of Southcoates at or near the point junction of Emily Street with the Hedon Road, and terminating at a point in the Hedon Road, in the same township of Southcoates, at a point about 12 chains, measured eastwardly along the road, from the level crossing carrying the Victoria

A.D. 1880.

Dock Railway of the North-eastern Railway Company over the Hedon Road.

Power to make subsidiary works.

6. The Company may from time to time make and maintain in connexion with the above-mentioned works, or any or either of them, all necessary and convenient viaducts, rails, sidings, junctions, turntables, stations, approaches, roads, gates, warehouses, sheds, buildings, yards, quays, wharves, wharf walls, retaining walls, river walls, embankments, jetties, groynes, shipping places, staiths, stairs, stages, tramways, machinery, graving docks, cranes, drops, dolphins, moorings, buoys, beacons, and other works, buildings, and conveniences: Provided always, that no such work shall project into the River Humber beyond the line of the river wall or embankment authorised by section 5 of this Act.

Company to provide steps on embankments.

7. The Company shall provide and maintain on the face of the embankment by this Act authorised, and at convenient distances from each other, three proper and sufficient flights of landing-steps adjoining the Humber for the convenience of persons landing thereat or embarking therefrom, and such landing-places shall be free to all persons and their luggage.

Construction of works.

8. In constructing the works by this Act authorised within the borough the Company shall conform and comply with the following rules, regulations, and requirements; that is to say,

(A.) The Company shall not interfere with the land and foreshore reserved by the Corporation, and lying on the west side of the land and foreshore by the scheduled agreement agreed to be sold to the Company, except so far as may be absolutely necessary to interfere with the same in constructing Railway No. 5A and the river wall or embankment:

(B.) The Company shall, in constructing Railway No. 5A over the said land reserved by the Corporation, erect and maintain in a position to be approved by and to the reasonable satisfaction of the borough engineer for the time being of the borough (herein-after referred to as "the borough engineer") a bridge of 16 feet clear headway above the present surface of the ground, and of not less than 50 feet span, for a road communication for the free use of the Corporation and their assigns between the Hedon Road and the said land and foreshore reserved by the Corporation:

(C.) The Company shall, if required by the Corporation, make a siding from Railway No. 5A on to the said land and foreshore reserved by the Corporation for the use of the Corporation and their assigns:

(D.) The Company shall, on request of the Corporation, construct a siding from Railway No. 6 to the nightsoil depôt of the



Corporation, situate on the north side of Sculcoates Lane, in a position to be determined by the borough engineer, the Corporation providing the land for the siding at their own expense, or paying to the Company the cost of acquiring the land for the siding: A.D. 1880.

(E.) The new roads or road diversions to be made between Jackson Street and West Dock Avenue within the borough for the purpose of constructing Railway No. 7 shall, notwithstanding anything indicated upon the deposited plans, be made so as to form a new road in a continuous line as shown upon the plan thereof herein-after mentioned; and the Company shall construct and maintain a footbridge eight feet wide over Railway No. 7 at or near Madeley Street, with proper and sufficient approaches thereto on the north and south sides of the railway from the said new road and Humber Bank footpath respectively for the free use of the public; and the Company shall also, if required by the Corporation, construct and maintain a footbridge over the said railway at the West Dock Avenue, with a proper and sufficient approach thereto on the north side from the said new road for the free use of the public, such footbridge to be connected at the south end thereof with and to form a continuation of the existing footbridge there over the North-eastern Railway, and to be constructed at the same level and of the like width as the said existing footbridge. The aforesaid new road and footbridges shall be laid out and constructed in accordance with a plan (in duplicate) of the said works agreed to and signed by William Shelford, the engineer of the promoters, and Joseph Fox Sharp, the borough engineer of the borough: Provided that, if the Company are unable to acquire the lands shown on that plan which are outside the limits of deviation, the new road shall be constructed at that point within the limits of deviation, but as nearly as may be in the course shown on the said plans. The said new road shall be made, fenced, paved, sewered, and completed to the reasonable satisfaction of the borough engineer for the time being of the borough, and when completed shall be substituted for the public streets and roads or portions of public streets and roads by this Act authorised to be diverted, stopped up, and interfered with between Jackson Street and West Dock Avenue aforesaid, and the sewers of all streets intercepted by the said new road shall be disconnected from the present main outfall sewer, and made to communicate with the sewer to be constructed by the Company

A.D. 1880.

in the said new road, and such sewer shall at or near the western end of the said new road be carried under Railway No. 7 and communicate with the said main outfall sewer; and the Company shall, if required by the Corporation, also construct under Railway No. 7 at or near the West Dock Avenue a subway 30 feet wide, with carriage-road and footways, and having a clear headway of not less than 12 feet 6 inches, with a proper road approach thereto of like width, and having an inclination of 1 in 20 from the said new road, for the purpose of providing access to an intended public road or communication to certain land and drainage works belonging to the Corporation, lying to the south of the intended line of Railway No. 7. The said carriage-road, footways, and approaches, when completed and opened to the public, shall thenceforth be vested in the Corporation as public highways, and be repaired and maintained by them accordingly. When for the purposes of the Company the whole or any of the buildings abutting on the south side of Jackson Street are acquired and pulled down by the Company, any buildings to be erected on the site thereof shall be set back to a line so as to make that street of a width equal to the greatest width thereof at the present time. Notwithstanding anything shown upon the deposited plans, the Company shall not, in constructing Railway No. 7, deviate to the east of the west side of Neptune Street, nor to the south of the north side of Humber Bank footpath between Neptune Street and the said footbridge to be constructed over Railway No. 7 at or near Madeley Street, nor shall they enter upon, or take, stop up, or otherwise interfere with any part of Neptune Street and the portion of Humber Bank footpath between Neptune Street and the said footbridge:

- (F.) In constructing Railway No. 8 over certain lands of the Corporation lying between Walton Street and the North-eastern Railway, and forming the site of their proposed new cattle market and depôt, the Company shall construct the said railway on arches of a width sufficient only for two lines of rails, and shall make in a position to be determined by the borough engineer two bridges or openings of not less than 30 feet span each, and with the greatest clear height of headway that the circumstances will admit; and the Company shall not purchase or take compulsorily any part of the said lands of the Corporation, but they may purchase and acquire from the Corporation an easement or right of constructing and maintaining the said railway over the said lands only in

accordance with the provisions of this Act. The Company shall also construct upon the said lands from Railway No. 8 a siding on the north side and a siding on the south side thereof for the use of the Corporation and their licensees in that behalf, and shall permit the Corporation and their licensees to run over and use the said railway so far as may be necessary for affording them access to the said sidings: A.D. 1880.

(G.) The whole of the foregoing works shall (except where otherwise expressly provided) be constructed by the Company and completed in all respects to the reasonable satisfaction of the borough engineer, and any difference which shall at any time arise between the Company and the Corporation, or between their respective engineers, with respect to any of the matters provided for by the enactments of this section, shall be referred to and be determined by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

9. Every bridge and arch to be erected for the purpose of carrying the several railways over any of the public roads in the borough shall, subject to the provisions and regulations herein-after contained, be so constructed that the heights thereof shown or indicated on the deposited plans and sections, or prescribed in this Act, shall be the minimum clear heights over the whole width of the respective roads, and that the piers or abutments of all such bridges and arches shall be built parallel with the roads at the points where the same are respectively built, and that the spans shall in every case be not less than the full width of the roads. Construction of bridges and arches over public roads, &c.

With respect to the construction of the bridges or arches for carrying the several railways herein-after specified over the several roads and footpaths in or near the borough herein-after specified the following provisions and regulations shall, notwithstanding anything to the contrary shown or indicated upon the deposited plans and sections, be observed by the Company and have effect; that is to say,

#### RAILWAY No. 5.

The arch to carry the railway over the footpath on the side of Sutton Drain shall have a span of not less than 15 feet with the greatest height of headway the circumstances will admit:

The bridge to carry the railway over the Beverley Road shall be of an ornamental design to be approved by the Corporation, and shall have a clear height above the surface of the road of not less than 16 feet and a span not less than the full width

A.D. 1880.

of the road, and the piers or abutments of the bridge shall be built parallel with the road :

The bridges to carry the railway over Holderness Road and Hedon Road respectively shall have a clear height above the surface of the road of not less than 16 feet in each case :

The bridge to carry the railway over the Stoneferry Road shall have a clear height above the surface of the road of not less than 16 feet and a span of not less than the full width of the road, and the piers or abutments thereof shall be built parallel with such road :

The arch to carry the railway over the Marfleet footpath shall have a span of not less than 15 feet with the greatest height of headway which the circumstances will admit.

RAILWAY No. 5c.

The bridge to carry the railway over Stoneferry Road shall have a clear height of 16 feet above the surface of the road.

RAILWAY No. 6.

The arch to carry the railway over the footpath on the north side of Cottingham Drain shall have a span of 16 feet and the greatest height of headway that the circumstances will admit :

The arch to carry the railway over the footpath on the south side of Cottingham Drain shall have a span of 13 feet and the greatest height of headway that the circumstances will admit.

Construction of railway over River Hull.

10. The Company in building the bridge to carry the railway across the River Hull shall not construct any stone or other solid abutment or pier in the channel of the said river, but such bridge and the machinery thereof shall, so far as regards the said river, be erected upon open iron or wooden piles fixed in the river in a line with the waterway, and so as to interfere as little as possible with the stream of the said river, and the sectional area of the waterway of the said river between the banks thereof, where crossed by the said bridge, shall be made and maintained by the Company of not less sectional area than at present, exclusive of the said piles or any other works.

Provision as to bridge for carrying railway over Cottingham Drain.

11. The railway shall be carried over the Cottingham Drain by a bridge so constructed as to leave the same extent of water area as exists under the bridge which now carries the Hull and Holderness Railway over the said drain, and so as not to cause any obstruction whatever to the waterway of the said drain. All works of the Company affecting the said Cottingham Drain shall be executed to

the reasonable satisfaction of the surveyor for the time being to the commissioners of sewers for the east parts of the East Riding, and with reasonable notice to the said surveyor of the intention to commence the said works and of the nature thereof, and all such works (except so far as they relate to the waterway of the said Cottingham Drain) shall also be executed to the reasonable satisfaction of the surveyor for the time being of the trustees of the Cottingham Drain.

A.D. 1880.

12. In case the Company shall divert, alter, or interfere with any watercourse or outfall for water, wall or other defence against water, within or subject to the jurisdiction of Her Majesty's commissioners of sewers for the east parts of the East Riding of the county of York, the Company shall make efficient provision for the full and uninterrupted passage and discharge at all times of the waters of and from such watercourse or outfall for water, and for the defence against water of the lowlands within the level of the said east parts, and every alteration or diversion of any such watercourse or outfall for water, wall or defence against water, made by the Company shall be made and completed by the Company to the reasonable satisfaction of such commissioners or their surveyor for the time being.

Drains of commissioners of sewers for the east parts of the East Riding of York.

13. The Company shall, in respect of any lands and hereditaments held by them in the level of the said commissioners of sewers for the east parts of the said East Riding, be subject to the jurisdiction and taxation of the commissioners, and the maintenance, repair, and cleansing of drains, ditches, sewers, watercourses, and outfalls for water, and the bridges, culverts, tunnels, and other works connected therewith, which are, shall, or may be within the level of such commissioners and upon the lands and works of the Company, in the same manner as if the Company had been originally subject thereto by reason of tenure.

Company to be subject to jurisdiction, &c. of commissioners of sewers.

14. Nothing in this Act contained shall extend or be construed to prejudice or affect the powers or authorities of Her Majesty's commissioners of sewers for the east parts of the East Riding of Yorkshire, but all such power shall be in full force as to the making new watercourses and outfalls for water and defences against water.

Act not to affect jurisdiction or powers of commissioners of sewers.

15. For the protection of the guild or brotherhood of masters and pilots seamen of the Trinity House in Kingston-upon-Hull (herein-after referred to as "the Trinity House") the following provisions shall be in force and have effect; that is to say,

Protection of the Trinity House of Hull.

1. Notwithstanding anything in this Act contained, the Company

A.D. 1880.

shall not, except with the consent of and by agreement with the Trinity House, enter upon, take, or use any lands belonging to the Trinity House outside the limits of deviation (shown by red dotted lines and described as "the modified limits of deviation") on the plan signed in duplicate by the Honourable Edward Frederick Leveson-Gower, the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred, and which plan is herein-after referred to as "the new plan;" and the modified limits of deviation shown on the new plan as aforesaid shall, as to the lands upon which they are shown on the new plan, be substituted for the limits of deviation shown in relation to the said lands on the deposited plans, and the deposited plans shall be deemed to be amended accordingly; and all lands belonging to the Trinity House outside the modified limits of deviation, though shown within the limits of deviation on the deposited plans and described in the deposited books of reference, shall be deemed to be outside the limits of deviation, and shall not be subject to any of the powers of the Company for the compulsory purchase of lands:

Within one week of the passing of this Act one such new plan shall be deposited in the Private Bill Office of the House of Commons, and the other such plan with the clerk of the peace for the borough of Kingston-upon-Hull:

Copies of the new plan deposited with the said clerk of the peace, or any extract therefrom, certified by him to be true, shall be received in all courts of justice or elsewhere in evidence of the contents of such plan, and such plan shall at all reasonable times be open to the inspection of all persons interested therein, and all such persons shall be entitled to a copy of, or extract from, such plan, certified by the said clerk of the peace, upon payment of a reasonable fee for every such copy or extract:

2. Before entering upon any lands belonging to the Trinity House the Company shall purchase from the Trinity House at a price to be agreed upon between the Company and the Trinity House, or, failing such agreement, to be determined in manner herein-after provided, such of the said lands as are coloured pink on the new plan as are situate between Railway No. 3, Railway No. 7, and Railway No. 7A, and comprise an area of five acres or thereabouts, and are distinguished on the same plan by being edged with purple and by the letter F in the midst of the same, and also such of the said lands

coloured pink on the new plan as are situate between Railway No. 5 and Railway No. 8, and comprise an area of 1 acre and 8 perches or thereabouts, and are distinguished on the new plan by being edged with purple and by the letter G in the midst of the same, and together therewith all the remaining portions of the said lands comprised within the modified limits of deviation on the new plan which they may require for the purposes of this Act; and the Company shall make to the Trinity House and their tenants compensation in manner provided by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, for all damage (if any) sustained by the Trinity House and their tenants during or by the construction of the said railways, or by reason of the severing of the lands of the Trinity House purchased by the Company from the other lands of the Trinity House, or of the injuriously affecting such other lands by the exercise of the powers by this Act conferred; and the Company shall pay to the clerk to the wardens for the time being of the Trinity House all the costs, charges, and expenses of and incidental to the deduction of, title to, and the conveyance of the lands to be purchased by the Company as aforesaid: A.D. 1880.

3. The Company shall, before constructing any part of the embankment by this Act authorised between the points marked I and X in red on the new plan, at their own cost make and afterwards maintain to the satisfaction of the land agent for the time being of the Trinity House, between the said points "I" and "X," and as much to the westward of the point "X" as the gradients of the railways and of the sidings connected therewith will allow, a cattle arch, the clear height of which arch from the present surface of the land as shown on the deposited section shall not be less than 8 feet for a space of 12 feet in width, so as to afford a passage to and from the lands of the Trinity House now occupied by George Lonsdale, which will be severed by Railway No. 3:
4. The Company shall not, in the exercise of any of the powers by this Act conferred, prevent, hinder, or obstruct the use by the Trinity House, their tenants, servants, and all other persons with their license, with horses, carts, and carriages, of the private road known as Calvert Lane, belonging or reputed to belong to the Trinity House, and shown on the new plan and therein described as Calvert Lane; and the free access thereby at all times by the Trinity House, their tenants, servants, and all such other persons, with horses,

A.D. 1880.

carts, and carriages, from and to the Anlaby Road to and from Derringham Bank Farm (belonging to the Trinity House) on the north side of Spring Bank shall continue as at the time of the passing of this Act; and in order to preserve such free access as aforesaid the Railway No. 3 and the Railway No. 7 shall be carried over Calvert Lane by means of a bridge or bridges, and not otherwise, to be constructed at the cost of the Company, and so that the clear height of the arch or arches or other headway of the said bridge or bridges from the present surface of Calvert Lane as shown on the deposited section shall not be less than 15 feet for a space of 30 feet in width, and for such purpose the Company shall, if necessary, raise the level of the said railways, and the said bridge or bridges shall be maintained in good condition and repair, and of such height and width as aforesaid, for all time by the Company at their own cost :

5. The Company shall make and maintain a bridge or bridges under the Railway No. 5 and Railway No. 8, the clear height of the arch or arches or other headway of which bridge or bridges from the present surface of the land as shown on the deposited section shall not be less than 15 feet for a space of 35 feet in width at the point marked "4" on the new plan, or at some other point near thereto, to be selected by the land agent for the time being of the Trinity House, and at which the Railway No. 5 and the Railway No. 8 and the street proposed to be made by the Trinity House shall be constructed, in such position as shall be fixed by the said land agent, before the Company shall commence the construction of the said railways or either of them, in order to provide a continuous through communication under Railway No. 5 and Railway No. 8 respectively between the said proposed street shown on the new plan and thereon described as "No. 1 proposed street, 40 feet wide," and Spring Bank aforesaid :
6. The Company shall provide proper access from and to the lands now in the occupation of Messrs. Hookem and Ashley and James Holliday to and from Spring Bank for the Trinity House, their tenants, servants, and all other persons, with horses, carts, and carriages, by means of a continuation of the proposed street from the eastern end of the same, shown on the new plan and thereon described as "No. 2 proposed street, 40 feet wide," in an eastwardly direction to or near to the point marked 5 on the new plan, and thence  
lu



A.D. 1880.

by means of a certain street lately made by the Hull Alliance Land Company (Limited) immediately to the eastward of the said lands now in the occupation of James Holliday, and distinguished by the letter J on the new plan; and the Company shall grant to the Trinity House a right of way for the Trinity House, their tenants, servants, and all other persons, with horses, carts, and carriages over the continuation of the said No. 2 proposed new street; and the Company shall, for the purpose of making such continuation at their own cost, purchase and acquire the lands over which such right of way is to be granted, and shall, as part of the works authorised by this Act, properly make and macadamise a road forty feet wide over such land, and from time to time repair and maintain the same in proper condition for the exercise of such right of way, unless and until such road shall become and be maintained as a public highway: Provided always, that if in the construction of the Railway No. 5 or Railway No. 8 it is found necessary by the Company to alter the position of the said railways, or of either of the said railways and the works connected therewith as shown on the deposited plans, to a position within the modified limits of deviation as such limits are shown on the new plan further south than the lands coloured pink on the new plan, and by reason of such alteration the Trinity House may desire to alter the line of the proposed street No. 2, and to construct the same in a position more to the southward of the position of the same as shown on the new plan, then and in such case the Company shall still provide such access and grant such right of way as aforesaid by means of and over a continuation of the said No. 2 proposed street so altered as aforesaid which shall be made by the Company in a direct line between the altered and more southerly position of the said No. 2 proposed street and the said street marked J on the new plan, and all the preceding provisions in relation to such access and right of way, and to the making of such continuation and the purchase of land and the formation of the road shall, notwithstanding the alteration of the position of No. 2 proposed street, be in force and have effect under such altered circumstances in like manner as far as possible in every respect as though the said No. 2 proposed street were made in the position shown on the new plan:

7. For the purpose of enabling the Company to have access to the piece of land marked F on the new plan the Trinity

A.D. 1880.  
—

House shall grant to them a right of way for themselves, their tenants, servants, and all other persons, with horses, carts, and carriages over Calvert Lane from and to such point on the land purchased by the Company from the Trinity House and abutting on Calvert Lane as the Company shall select, and the Company shall, from and after the grant of such right of way, from time to time maintain and keep at their own cost so much of Calvert Lane as lies between Anlaby Road and the said point of communication with Calvert Lane in good condition and repair to the satisfaction of the land agent for the time being of the Trinity House, unless and until the same shall become and be maintained as a public highway :

8. All moneys payable to the Trinity House in respect of the purchase of land, or of compensation for severance, damage, injury, or otherwise (when agreed upon or determined in manner herein-after provided), shall be paid either in a gross sum or by means of a rentcharge calculated as herein-after provided, according as the Trinity House shall with the approval of the Charity Commissioners elect and determine, and in case the Trinity House shall with such approval elect and determine that payment of such moneys shall be made by means of a rentcharge, then and in such case the lands purchased by the Company as herein-after provided shall, pursuant to the provisions of the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, be sold and conveyed to the Company in consideration of an annual rentcharge, which rentcharge shall be calculated after the rate of four pounds per centum per annum upon the amount of such moneys, and the yearly rent reserved by such conveyance shall be a first charge on the whole undertaking of the Company, as provided by section 4 of the said Lands Clauses Consolidation Acts Amendment Act, 1860, and shall be payable half-yearly, together with all other yearly rents reserved by any conveyance to the Company of lands required for the purposes of the undertaking, in priority to all other debts, liabilities, or engagements of the Company whatsoever, and whether secured by mortgage, bond, or otherwise howsoever, and if at any time any such rent be not paid within thirty days after the same becomes payable the Trinity House may recover the same by action in the High Court of Justice, or they may levy the same by distress of the goods and chattels

of the Company, or they may enforce payment of the same by the appointment of a receiver in like manner in every respect as though they were mortgagees of the Company, and the rent not paid were interest due on a mortgage of the Company :

A.D. 1880.

9. If any difference or dispute shall arise between the Company and the Trinity House touching the price of the land to be purchased by the Company from the Trinity House for the purposes of their railways and works, or the amount of compensation to be paid for severance, damage, injury, or otherwise in respect of any lands of the Trinity House by reason of the exercise of the powers conferred by this Act, or the due and fair construction of the provisions hereinbefore in this section contained, or any act, matter, or thing, or any work to be made, done, or executed in pursuance thereof, or anything relating thereto or connected therewith, such difference or dispute shall be determined by arbitration in manner prescribed by and according to the provisions of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, with respect to the settlement of cases of disputed compensation, and all the costs and expenses of both parties of and incidental to every such arbitration shall, in the absence of an award to the contrary, be borne and paid by the Company.

16. The Company shall, before the opening of Railway No. 7 for public traffic, construct under that railway, at a point 276 feet or thereabouts west of the west side of West Dock Avenue, a subway having throughout a width of not less than 30 feet on the square and a headway of not less than 13 feet, and shall at the north end thereof make an approach road thereto of the like width and with an inclination of not less than 1 in 20, so as to form a communication with West Dock Avenue aforesaid, and the Company shall also, before opening the said Railway No. 7 for public traffic, make a footbridge over that railway in continuation of and on the same level as the existing footbridge made across the North-eastern Railway to the south end of West Dock Avenue, and shall connect such new footbridge by proper and convenient steps with a footway of that avenue, and the said subway and new footbridge shall be at all times open to the use of the public, subject to any rights which the Dock Company or the North-eastern Railway Company have at the present time.

Subway and footbridge to be made in connexion with Railway No. 7.

17. The Company shall not, except with the consent of the Dock Company under their common seal, enter upon, take, use, or in

Company not to take a certain

A.D. 1880.  
 timber pond  
 of the Dock  
 Company.

any way interfere with, for the purposes of Railway No. 5A, any part of the timber pond of the Dock Company included within the limits of deviation for that railway.

Protection  
 of Holderness  
 Drainage  
 Trustees.

18. Railway No. 5, which crosses Sutton Drain or Foredyke Stream, situate in the parish of Sutton, and numbered 39 and 40 on the said plans, shall be carried over the said drain and banks by means of an arch or a girder bridge to be constructed on foundations laid not more than 85 feet above the datum line of the railway as defined by the said section, and the under side of the arch or girder thereof shall be 115 feet at least above the said datum, and the span or opening of waterway shall be not less than that of the bridge carrying the North-eastern Railway over the said drain. All works necessary for the foundations shall be erected parallel to the said drain, and all works necessary for the support of the said bridge shall be so constructed as not to interfere with the sectional area or waterway of the said drain. The Company shall construct the works to be authorised by the Bill so as to leave and provide a clear and free outfall for the passage of water along the Sutton Drain or Foredyke Stream to the satisfaction of the engineer of the Holderness Drainage Trustees; and whilst the said bridge, the bridge over the River Hull and banks, the dock and river wall or embankment, and other works connected therewith, shall be in course of construction, or during any future repairs thereof, the Company shall not do or permit any act which will interfere with the ordinary free passage of water down the River Hull, Sutton Drain, or Foredyke Stream into the River Hull and the River Humber, or which shall occasion any injury to the existing works of the said drainage, and in case of any interruption or damage the Company shall indemnify the said Holderness Drainage Trustees for the same respectively, and their rights and interests shall not in any way be prejudiced or affected, and the provisions before contained for the indemnification of the said trustees shall not prejudice their right to restrain the Company from executing works by this Act prohibited.

Protection  
 of Beverley  
 and  
 Barmston  
 Drainage  
 Commis-  
 sioners.

19. For the protection of the Commissioners for putting in execution an Act of the 38th George 3rd, chapter 63., for draining and improving certain parishes and places in the East Riding of the county of York commonly known as the Beverley and Barmston Drainage District (who are in this section called the Beverley and Barmston Commissioners), the following provisions shall have effect:

(A.) The Company shall not purchase or take otherwise than by agreement any land or property of the Beverley and Barmston Commissioners now forming the site of their main drain or works

connected therewith, but the Company may acquire an easement over or through such lands :

- (B.) The Company shall not execute any work under the powers of this Act so as to narrow or diminish the channel or waterway of the River Hull, or obstruct or impede the flow of water therein, and the foundations of all works to be made by the Company in the said river shall be placed at such depths as will admit of dredging the bed thereof by the Beverley and Barmston Commissioners to the extent of their powers :
- (C.) In carrying Railway No. 5 authorised by this Act across the main drain of the Beverley and Barmston Commissioners in the parishes and townships of Cottingham and Sculcoates the Company shall construct a bridge with a single arch over the said drain having a span of not less than 40 feet and a clear headway of not less than 16 feet above Ordnance datum :
- (D.) Before commencing the construction of such bridge over the said main drain, designs showing the details and mode of construction thereof, shall be furnished by the Company to the clerk of the Beverley and Barmston Commissioners, and before commencing the construction of that part of Railway No. 6 authorised by this Act, which will be situate between the distances of  $2\frac{1}{2}$  furlongs and  $7\frac{1}{2}$  furlongs shown on the deposited plans, the Company shall furnish to such clerk plans and sections showing the details and mode of construction thereof, and the approval of the Beverley and Barmston Commissioners to such designs and plans and sections shall in each case be obtained by the Company before commencing the respective work, and all such works shall be executed to the reasonable satisfaction of any engineer to be appointed by the Beverley and Barmston Commissioners, whose fees and expenses both for examination of plans and sections, superintendence of works, or otherwise in respect of any matters referred to in this section, shall be defrayed by the Company :
- (E.) The works of Railways No. 5 and 6 shall be so executed by the Company as not to endanger the stability of or in any way injure the slopes or banks of the said main drain or impede the flow of water therein :
- (F.) It shall not be lawful for the Company to construct any of the works of Railway No. 6 within a distance of 20 yards, measured from the centre line of the said main drain, without first obtaining for that purpose the written consent of the Beverley and Barmston Commissioners :
- (G.) If within two years from the passing of this Act, or during

A.D. 1880.

the construction of Railway No. 3, notice in writing shall be given to the Company by the Beverley and Barmston Commissioners that they require for the purposes of a new outfall drain an archway between the points marked respectively 29 miles and 30 miles on the deposited plans, the Company shall at some place between the said two points to be selected by the Beverley and Barmston Commissioners construct under their said railway, for the exclusive use of the Beverley and Barmston Commissioners, and to the reasonable satisfaction in all respects of any engineer to be appointed by them, a girder bridge having such a span not exceeding 40 feet as the said Commissioners may require, and so constructed that the soffit or lowermost surface of such bridge shall not be lower than 16 feet above Ordnance datum, and so made and arranged that a drain may be made across the railway, the banks of which drain shall be at a level of 17 feet above Ordnance datum; and the Company shall (whenever after such notice the said Commissioners construct such new outfall drain) also construct beneath such archway, and across the whole width of the land there taken by the Company opposite such archway, an open cut or drain with a depth of not less than 10 feet below Ordnance datum, and a bottom width of not less than 30 feet with banks as aforesaid: Provided always, that the said Commissioners shall not be at liberty under this sub-section to select any place between the distances marked on the deposited sections of the said railway 29 miles 6 furlongs and 30 miles as the site of the said bridge, if the construction of the bridge at such place in accordance with this sub-section would necessitate any alteration in the level at which the Company may have constructed or be about to construct the said railway between the last-mentioned points, it being the intent and meaning of this enactment that the Company shall be at liberty to construct their railway between the two last-mentioned points of 29 miles 6 furlongs and 30 miles at such level within the limits of vertical deviation by this Act authorised as they in their absolute discretion think fit:

(H.) If at any time during the construction of the railways authorised by this Act, or any works connected therewith, or after the same shall have been completed, any injury or damage shall be occasioned or arise to any of the drains, banks, or slopes belonging to the Beverley and Barmston Commissioners for or in consequence of the improper or defective construction of such railways or works, or any improper materials used in

the construction thereof, the Company shall make good and repair such injury or damage immediately after the discovery thereof, and also make full compensation to the Beverley and Barmston Commissioners for such injury or damage, and shall execute such works for the prevention of any such future injury or damage as shall be reasonably required by the said Commissioners :

A.D. 1880.

(i.) In case any question or difference shall at any time arise between the Company and the Beverley and Barmston Commissioners as to the construction or effect of sub-sections B, D, E, G, and H of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, or as to whether any agreement or consent of the said Commissioners under this section is unreasonably withheld, every such question or difference shall be settled by arbitration in the manner provided by the Railway Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration :

(k.) Except as by this Act expressly provided, nothing in this Act contained shall be construed to take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of the Beverley and Barmston Commissioners.

**20.** In the construction of Railway No. 5 the following provisions for the protection of the British Gaslight Company, Limited, (herein-after called the Gas Company), shall be observed and have effect; (that is to say,)

Protection of  
British Gas-  
light Com-  
pany,  
Limited.

1. Except as to any temporary use of land of the Gas Company lying within the limits of deviation shown on the deposited plans, and except as to so much of that land as may be necessary for the construction of the railway, the Company shall not without the previous consent in writing of the Gas Company enter upon, take, or use any land belonging to or occupied by them :
2. The railway shall be constructed through the Gas Company's land as far as practicable within the area coloured red upon the plan, signed in duplicate by the respective engineers of the Company and of the Gas Company, and as far south as may be, but so as to leave space on the Gas Company's land for a roadway of not less than forty feet in width between the railway and the southern boundary of the Gas Company's land ;

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

3. The Company shall, at the point marked (A) on the plan signed as aforesaid, build and maintain a bridge under the railway having a clear headway throughout of not less than sixteen feet:
4. The railway shall be carried over the road known as Bankside by a bridge having throughout a clear headway of not less than sixteen feet:
5. Any difference which may arise between the Company and the Gas Company as to the true intent and meaning of the foregoing provisions of this section, or the mode of giving effect thereto, shall be determined by a single arbitrator in the manner prescribed by the Railway Companies Arbitration Act, 1859, and for the purposes of any such arbitration the Gas Company shall be deemed to be a railway company.

22 & 23 Vict.  
c. 59.

Saving for  
Sir Talbot  
Constable.

**21.** Nothing in this Act or in the scheduled agreement, or in the deposited plans or books of reference contained, shall in any way diminish, take away, alter, prejudice, or affect any right, title, estate, or interest which Sir Frederick Augustus Talbot Clifford Constable, Baronet, or his successors in title, or any person or persons claiming through or under Sir Thomas Aston Clifford Constable, Baronet, deceased, may have into, over, upon, or with respect to the foreshores of the River Humber, or other property, or any part thereof respectively, or be deemed to determine or affect the value of any foreshore or other property to be taken by the Company for the purposes of this Act, or the price to be paid for the same on any proceedings between the said Sir Frederick Augustus Talbot Clifford Constable, or his successors in title, or any person or persons claiming through or under the said Sir Thomas Aston Clifford Constable, deceased, and the Company, wherein the value of or price to be paid for such foreshore or other property shall come in question: Provided always, that nothing in this Act shall be taken to strengthen or affect any title to foreshore or other property, and that all rights and titles connected with foreshore and other property shall remain as if this Act had not passed.

Protection of  
Mr. Thomas  
Spurr.

**22.** The Company shall purchase the land and foreshore belonging or reputed to belong to Mr. Thomas Spurr in the town and county of the town of Kingston-upon-Hull, and numbered 7x, 37x, and 38x on the deposited plans and in the book of reference for the parish of Drypool, within one year from the passing of this Act, and in ascertaining the amount of purchase money or compensation to be paid for the said land and foreshore there shall be taken into consideration the rights of pre-emption of the owner for the time being of the said land to and over reclaimed lands or lands subject



to reclamation in respect of the said land and foreshore under section 36 of the Humber Conservancy Act, 1876.

**23.** The following provisions with relation to the North-eastern Railway Company (herein-after called the North-eastern Company), and their railways, works, and property shall be carried into effect by the Company, and the Company shall be bound thereby, unless otherwise agreed between the North-eastern Company and the Company in writing under their respective common seals, viz. :

- (1.) Railway No. 5B shall be carried over the North-eastern Railway and the sidings connected therewith by means of a bridge of one span of a clear width of at least 60 feet on the square, and with not less than 14 feet 6 inches clear headway throughout above the surface level of the said railway and sidings :
- (2.) Railway No. 6 shall be carried over the North-eastern Railway and the sidings connected therewith by means of a bridge of one span of a clear width of at least 130 feet on the square, and with not less than 14 feet 6 inches clear headway throughout above the surface level of the said railway and sidings :
- (3.) Railway No. 7 shall be carried over the North-eastern Railway and the sidings connected therewith by means of a bridge of one span of the entire width of the North-eastern Company's existing property, and with not less than 14 feet 6 inches clear headway throughout above the surface level of the said railway and sidings :
- (4.) Each of the other railways by this Act authorised which shall cross the railways of the North-eastern Company shall be carried over those railways respectively by means of a bridge of one span of a clear width of at least 50 feet on the square, and with not less than 14 feet 6 inches clear headway throughout above the surface levels of the said railways respectively :
- (5.) All the said bridges shall be of stone, brick, or iron, and shall be carried over the North-eastern Railways at the respective points of crossing shown on the deposited plans, and the said bridges and all works affecting the North-eastern Company shall be made and constructed by the Company in a substantial and workmanlike manner, and to the reasonable satisfaction of and according to plans to be previously approved by the engineer of the North-eastern Company, and so as not to endanger or interfere with the security of their railways, or to impede the traffic thereof, and shall for ever

A.D. 1880.

afterwards be so maintained and kept in good and proper repair by and at the expense of the Company; and the North-eastern Company may require all such precautions to be taken by the Company in constructing, maintaining, and repairing the said bridges and works as their engineer may deem expedient for protecting their railways from injury, and the traffic thereof from interruption; and in case any damage or injury shall be caused to their railways, or interruption or injury to the traffic thereof, by reason of the said bridges or works, or during the construction, maintenance, use, or repair thereof respectively, the same shall forthwith be made good by the Company to the North-eastern Company, or that company may make good such damage or injury to their railways, and may recover the costs and expenses thereof, and also compensation for such interruption or injury to their traffic as aforesaid, from the Company in any court of competent jurisdiction:

- (6.) Railway No. 5c shall join the North-eastern Railway at such point within the limits of deviation shown on the deposited plans, and in such manner and with such connecting lines of approach and other works as shall be agreed upon by the engineers of the North-eastern Company and of the Company, and in case of dispute in manner herein-after provided:
- (7.) Notwithstanding anything in this Act, the Company shall not acquire any land or execute any works on any land east of the west side of Neptune Street in the borough, nor shall they in any manner stop up, alter, or in any manner obstruct or interfere with the said street or the subway which leads therefrom under the North-eastern Railway:
- (8.) The Company shall not (except as regards the lands numbered on the deposited plans in the parish of Holy Trinity in the borough, 71, 72, 82 to 87 both inclusive, and 89 to 108 both inclusive, for the purpose of constructing Railway No. 7) purchase or take compulsorily any part of the railways, or any of the lands or property of the North-eastern Company, but they may purchase and acquire from that company, and that company may and shall sell to the Company an easement or right of constructing and maintaining the railways and new street on or over the property of the North-eastern Company in accordance with the provisions of this Act, nor shall the Company, or any person in the execution of this Act, in any manner, either temporarily or permanently, enter upon, use, or interfere with the railways or property of the North-eastern

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

Company except with their consent in writing first obtained (save only so far as may be absolutely necessary for the purpose of constructing and maintaining the railways and new street in accordance with the provisions of this Act) : A.D. 1880.

- (9.) The bridge for carrying the new street or road over the North-eastern Railway shall consist of two spans of not less than 55 feet each, and not less than 14 feet 6 inches high throughout above the level of the railway at the point of crossing, and the central pier from the level of the rails to within 2 feet of the under side of the girders shall be of wrought iron, not more than 15 inches in width measured square to the line of railway, and the inner side of the westernmost abutment shall not be less than 64 feet from the westernmost rail of the railway :
- (10.) In case it shall become requisite in consequence of the railways, new street, or works of the Company to remodel or alter any of the railways, sidings, signals, signal-cabins, or works of the North-eastern Company, or to erect any additional works or to employ any additional servants or workmen, the Company shall bear and pay the whole of the costs and expenses incurred or occasioned thereby :
- (11.) If any dispute shall arise between the Company and the North-eastern Company with reference to any matter comprised or referred to in this section the matter in dispute shall from time to time be decided by an engineer to be appointed by the Board of Trade on the application of the Company or of the North-eastern Company :
- (12.) Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, diminish, alter, or prejudice any of the rights, powers, privileges, or authorities of the North-eastern Company.

24. The following provisions with relation to the Midland and North-eastern Railway Companies committee (herein-after called the committee), and their railway, works, and property shall be carried into effect by the Company, and the Company shall be bound thereby, unless otherwise agreed between the committee and the Company in writing under their respective common seals, viz. :

Provisions for Midland and North-eastern Railway Companies committee.

- (1.) Railway No. 2 shall be carried over the railway of the committee at the point of crossing shown on the deposited plans by means of a bridge of stone, brick, or iron of one span of a clear width of at least 50 feet on the square, and with not

A.D. 1830.

less than 14 feet 6 inches clear headway throughout above the surface level of the railway of the committee :

- (2.) The said bridge, and all works affecting the committee, shall be made and constructed by the Company in a substantial and workmanlike manner, and to the reasonable satisfaction of and according to plans to be previously approved by the engineer of the committee, and so as not to endanger or interfere with the security of their railway, or to impede the traffic thereof, and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company, and the committee may require all such precautions to be taken by the Company in constructing, maintaining, and repairing the said bridge and works as their engineer may deem expedient for protecting their railway from injury and the traffic thereof from interruption; and in case any damage or injury shall be caused to their railway, or interruption or injury to the traffic thereof, by reason of the said bridge or works, or during the construction, maintenance, use, or repair thereof respectively, the same shall forthwith be made good by the Company to the committee, or the committee may make good such damage or injury to their railway, and may recover the cost and expenses thereof, and also compensation for such interruption or injury to their traffic as aforesaid from the Company in any court of competent jurisdiction :
- (3.) The Company shall not purchase or take compulsorily any part of the railway or property of the committee, but they may purchase and acquire from the committee, and the committee may and shall sell to the Company an easement or right of constructing and maintaining Railway No. 2 on or over the property of the committee in accordance with the provisions of this Act, nor shall the Company, or any person in the execution of this Act, in any manner, either temporarily or permanently, enter upon, use, or interfere with the railway or property of the committee except with their consent in writing first obtained, save only so far as may be absolutely necessary for the purpose of constructing and maintaining Railway No. 2, and the junction of Railway No. 2B, with the railway of the committee respectively in accordance with the provisions of this Act :
- (4.) The Company shall not in any manner interfere with the occupation bridge over the railway of the committee numbered on the deposited plans 44 in the parish of South Kirkby :
- (5.) In case it shall become requisite in consequence of the

railways or works of the Company to remodel or alter any of the lines, sidings, signals, signal-cabins, or works of the committee, or to erect any additional works, or to employ any additional servants or workmen, the Company shall bear and pay the whole of the costs and expenses incurred or occasioned thereby :

A.D. 1880.

(6.) Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, diminish, alter, or prejudice any of the rights, powers, privileges, or authorities of the committee.

**25.** The bridge across the River Ouse by this Act authorised shall be so constructed by the Company as to have two opening spans on the swivel principle each 100 feet clear in width, and next adjoining to such spans, and on each side thereof a span not less than 60 feet clear in width, and through the several spans there shall be a clear headway throughout the entire width of the several spans above high water of ordinary spring tides of at least 15 feet, and the central and side piers of the said bridge shall be as nearly as possible parallel with the axis or centre line of the set of the flood tide at the site of the said bridge, and subject thereto, such 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.

Construction of bridge over the Ouse.

**26.** Subject to the provisions of this Act as to the approval of the Board of Trade, the bridge over the River Ouse shall be constructed under the inspection of the engineer or other duly appointed officer or servant for the time being of the conservators or trustees of the said River Ouse Navigation, or the major part of them first had and obtained, and during such time as the said bridge shall be building or repairing, and for ever after the construction thereof, the Company shall keep the navigation of the said river at and about the site of such bridge free and clear so that vessels navigating thereon may have sufficient and convenient room to navigate and pass thereon.

During the construction of the bridge the navigation of the river to be kept free.

**27.** Previously to commencing the bridge over the River Ouse, or the works connected therewith, the Company shall at their own expense 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, and at the same time give notice to the secretary for the time being of the trustees of the navigation of the River Ouse, and if required furnish a copy of each of the said plans, sections, and working drawings of the said bridge and works connected therewith to the said trustees, such approval by the

Working plans of bridge over Ouse to be deposited at Board of Trade before works commenced.

A.D. 1880. Board of Trade 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, 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 signals and lights to be exhibited during construction of works according to directions of Board of Trade.

28. During the construction of the bridge over the River Ouse, 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, if necessary, 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 during such fog, 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.

29. 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, or without risk of damage to the cargo therein, 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 shall in every such case be liable to any penalty not exceeding the sum of ten pounds, which penalty shall be recoverable by summary

process in a 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 and is entitled under this section to pass the bridge with fixed masts or chimneys, and if the master or person having the command or charge of any vessel, barge, or boat having masts or chimneys capable of being then lowered with safety to the vessel or without risk to the cargo 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.

A.D. 1880.

**30.** 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 authorised 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.

**31.** If any works by this Act authorised 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.

If any works be abandoned &c. Board of Trade may direct removal.

**32.** The Company are hereby authorised and required, at their own expense, from time to time to remove any shoals or other

Removal of obstructions near bridge,

A.D. 1880.  
and protec-  
tion of river  
banks.

obstructions in the said River Ouse 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 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  
the Board of  
Trade, &c.

**33.** It shall not be lawful for the Company at any time after the erection of the bridge over the said River Ouse as aforesaid to make any alteration in the structure thereof without the consent of the Board of Trade and of the trustees of the navigation of the said river 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 or without risk of damage to the cargo therein may be as little interrupted as possible in passing the said bridge, and all such vessels shall take their turn 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 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.

Erection of  
capstans,  
mooring

**34.** 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 100 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.

A.D. 1880.  
 posts, and dolphins at the site of bridge crossing the River Ouse.

**35.** The Company shall and they are hereby also required without needless delay, at their own expense, to raise and remove all such vessels 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 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 or near 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.

Company to remove sunken vessels and obstructions near bridge.

**36.** 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 authorised or acting under or by virtue of an Act of Parliament made and passed in the thirteenth year of the reign of His late Majesty King George the First, intituled "An Act for improv-

Saving rights of the Trustees of the River Ouse Navigation.

13 Geo. 1. c. 33.

A.D. 1880.  
5 Geo. 2.  
c. 15.

“ing 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 late 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, injure, 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.

Protection of  
the Midland  
Company.

**37.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railways No. 1, No. 1A, No. 1c, and No. 4 respectively (herein-after referred to as the said railways), and with respect to the making and maintaining of those railways, shall, unless with the previous consent of the Midland Railway Company, herein-after called the Midland Company, in writing under their common seal, be exercised only subject to and in accordance with the following provisions :

1. The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take, use, enter upon, or interfere with any land, railway, siding, or other work from time to time belonging to or worked by that Company, except, only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed :
2. With respect to any land of the Midland Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Midland Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
3. Railway No. 1 shall be carried over the Midland Company's main line by two arches or openings, one of which, over the main lines of rails, shall be of not less span on the square

than fifty feet, and the other of not less than twenty-six feet span on the square, and each arch or opening shall have a headway of not less than 14 feet 6 inches : A.D. 1880.

4. Railway No. 1 shall be carried under the Midland Company's authorised Royston and Darfield line by a bridge 26 feet wide at the least between the parapets :
5. Railway No. 4 shall be carried under the Midland Company's Cudworth and Barnsley branch by a bridge 50 feet wide at the least between the parapets :
6. The said railways, where the same respectively will interfere with any railway, siding, or other work belonging to or worked by the Midland Company, shall, subject to the foregoing provisions of this enactment, be constructed according to plans, sections, and specifications to be previously approved by the principal engineer for the time being of the Midland Company, who shall report thereon within one month after the same shall have been submitted to him, and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner hereinafter provided :
7. Except so far as may be necessary for the purpose of effecting the junctions with the Midland Railway before mentioned, the Company shall not remove or disturb any of the rails of the Midland Company's railway, sidings, or other works :
8. The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted, and safe use of any railway, siding, or other work of the Midland Company, or any traffic thereon :
9. The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting any railway, siding, or other work of that company of a sufficient number of inspectors, watchmen, and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person in the employ of the Company or of their contractors, with reference thereto or otherwise :

A.D. 1880.

10. If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any person in the employ of the Company or of their contractors, or otherwise, any railway, siding, or other work of the Midland Company shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Midland Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of or upon any such railway, siding, or other work of the Midland Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction:
11. The Company shall at all times maintain the bridges, arches, openings, or other works by which their railways are carried across the railways, sidings, or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company; and if and whenever the Company fail so to do, the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction:
12. The Midland Company may from time to time either on their own lands or on the lands of the Company erect such signals and conveniences incident to the respective junctions by this Act authorised of the said railways with the Midland Company's railways, and may from time to time appoint and remove such watchmen, switchmen, or other persons as may be necessary for the prevention of danger

A.D. 1880.

to or interference with the traffic at and near those junctions; the working and management of such signals and conveniences, wherever situate, shall be under the exclusive regulation of the Midland Company, and all the expenses of erecting and maintaining, and if necessary of altering from time to time those signals and conveniences (unless such alterations shall be made for the convenience of the Midland Company), and of employing those watchmen, switchmen, and other persons, and all incidental current expenses shall at the end of every half year be repaid by the Company to the Midland Company, and in default thereof may be recovered from them, with full costs of suit, in any court of competent jurisdiction :

13. If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

**38.** In carrying Railway No. 4 by this Act authorised across the railway and canal of the Manchester, Sheffield, and Lincolnshire Railway Company (herein-after called the Sheffield Company), the following provisions shall apply to and be obligatory upon the Company :

Protection of  
Manchester,  
Sheffield,  
and Lincoln-  
shire Railway  
Company.

1. The Company shall carry the railway over the railway and canal of the Sheffield Company at the proposed crossings thereof according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer for the time being of the Sheffield Company, and in all things at the expense of the Company :
2. The railway shall be carried over the railway and canal of the Sheffield Company by means of girder bridges, the piers or abutments thereof shall be parallel with that railway and canal respectively, and the bridge over the railway of the Sheffield Company shall have a single span of not less than fifty feet, measured at right angles with the abutments thereof, and a clear height or headway of not less than fifteen feet for the entire width thereof, and the bridge over the canal shall have a single span of not less than fifty-nine feet, measured at right angles with the abutments thereof,

A.D. 1880.

and a clear height above the ordinary top-water level of the canal of not less than sixteen feet for the entire width thereof :

3. During the construction of the railway over the railway and canal of the Sheffield Company the Company will bear and on demand pay to the Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway and canal respectively with reference to and during the execution of the intended works, and for preventing, as far as may be, all interference, obstruction, danger, and accident which may arise from any of the operations of the Company, or from acts and defaults of the contractors, or of any person or persons in their employment, or otherwise:
4. The Company shall at all times maintain the bridges and other works by which the railway shall be so carried over the railway and canal of the Sheffield Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Sheffield Company ; and if and whenever the Company fail so to do, the Sheffield Company may make or do in and upon as well the lands of the Company as their own lands such repairs, and the sum from time to time certified by such engineer, being the reasonable amount of such expenditure, shall be repaid to the Sheffield Company by the Company, and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction :
5. The Company and their contractors, agents, servants, or workmen shall not in constructing or repairing the railway and works over the railway and canal of the Sheffield Company obstruct, impede, or interfere with the free and uninterrupted and safe use of the railway and canal or other works of the Sheffield Company, or any traffic thereon, and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction :

A.D. 1880.

6. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the Sheffield Company all costs, losses, damages, and expenses which may be occasioned to that company, or to any of the works or property thereof, or to the traffic thereon, or otherwise, by reason of the execution or failure of the railway, and the work in connexion therewith, or of any act or omission of the Company, or of any of the persons in their employ, or of their contractors or others, and the Company will effectually indemnify and hold harmless the Sheffield Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act or omission :
7. The Company shall not in any case without the previous consent in writing under the common seal of the Sheffield Company take, use, enter upon, or interfere with the railway, canal, works, lands, or property at any time belonging to or in the possession or under the power of the Sheffield Company, except only such part or parts thereof respectively as it shall be necessary for the Company to take, use, enter upon, or interfere with for making and maintaining the bridges and other works by which the railway is under the provisions of this Act to be carried across the railway and canal of the Sheffield Company :
8. With respect to the railway, canal, works, lands, or property of the Sheffield Company which the Company are by this Act authorised to take, use, enter upon, or interfere with, the Company shall not purchase and take the same, but they may purchase and take, and the Sheffield Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
9. If by reason of the making of the railway it shall become necessary to add to or alter the signal or signals upon the railway of the Sheffield Company the same shall be so added to or altered by that company, and the reasonable expense thereof shall be repaid to them by the Company :
10. If any difference shall arise between the Company and the Sheffield Company as to the true intent and meaning of this enactment, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation

A.D. 1880.

Act, 1845, with respect to the settlement of disputes by arbitration :

11. Nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the Sheffield Company otherwise than is herein expressly provided.

Protection  
of the Lan-  
cashire and  
Yorkshire  
Railway  
Company.

**39.** The Company in constructing Railway No. 2 and Railway No. 3A respectively shall be bound by and shall comply with the following provisions for the protection of the Lancashire and Yorkshire Railway Company, unless otherwise agreed between the Company and the Lancashire and Yorkshire Railway Company in writing under their respective common seals :

- (1.) Railway No. 2 where it crosses over the Wakefield and Doncaster line of the Lancashire and Yorkshire Railway, at a point about 7 miles from the commencement of the said Railway No. 2 as shown on the deposited plans and sections, and again where it crosses over the Wakefield, Pontefract, and Goole branch of that railway, at a point about 12 miles 15 chains from the commencement of the said Railway No. 2 as so shown, shall be carried across the said two railways respectively by means of flat girder bridges, having a clear span or opening of at least 50 feet measured on the square, and such bridges shall have a clear headway of at least 14 feet 6 inches from the surface of the said railways respectively to the under side of the girders of the said bridges for the entire span of those bridges respectively :
- (2.) The junction of Railway No. 3A with the said Wakefield, Pontefract, and Goole line shall be made subject to and in accordance with the provisions relating to junctions contained in the Railways Clauses Act, 1863 :
- (3.) The existing levels of the said two lines of the Lancashire and Yorkshire Railway respectively at the said respective points of crossing shall be preserved and not altered without the consent of the Lancashire and Yorkshire Railway Company in writing under their common seal :
- (4.) The several bridges or other works by which Railway No. 2 shall be carried across the said two lines respectively as aforesaid, and all works and conveniences connected therewith, shall be constructed only in such positions respectively, according to such plans, elevations, sections, specifications, and dimensions as shall be submitted by the Company to the engineer of the Lancashire and Yorkshire Railway Company, and approved by him in writing under his hand, before any of those works are



begun, or in case of his refusal or neglect to approve the same A.D. 1880.  
respectively within the space of one calendar month after they  
shall have been submitted to him, as shall be settled and  
determined by an engineer to be appointed by the Board of  
Trade :

- (5.) The Company shall at all times maintain the said several bridges or other works by which Railway No. 2 shall be carried across the said two lines respectively, and all the works connected with the said bridges, in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Lancashire and Yorkshire Railway Company; and if and whenever the Company fail so to do, that company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction :
- (6.) The Company shall not without in every case the previous consent of the Lancashire and Yorkshire Railway Company in writing under their common seal take, use, enter upon, or interfere with any of the lands, railways, or works from time to time belonging to or in the possession or under the power of that company, except only such parts of their lands as it shall be absolutely necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining Railways No. 2 and No. 3A, as the same are according to this Act to be respectively constructed, and the works by which Railway No. 2 is to be so carried across the said two lines of the Lancashire and Yorkshire Railway respectively :
- (7.) With respect to any land of the Lancashire and Yorkshire Railway Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Lancashire and Yorkshire Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

A.D. 1880.

- (8.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted, and safe use of the said two lines of the Lancashire and Yorkshire Railway respectively, or any traffic thereon :
- (9.) The Company shall bear and on demand pay to the Lancashire and Yorkshire Railway Company the expense of the employment by that company during the execution of the works affecting the said two lines respectively of a sufficient number of inspectors, switchmen, and watchmen to be appointed by that company for watching their railways and works with reference to and during the execution of such intended works, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise :
- (10.) If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, the said two lines of the Lancashire and Yorkshire Railway respectively, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Lancashire and Yorkshire Railway Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction ; and if any interruption shall be occasioned to the traffic of the Lancashire and Yorkshire Railway Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction :
- (11.) If any difference shall arise between the Company and the Lancashire and Yorkshire Railway Company as to the true intent and meaning of this section, or the mode of giving effect thereto, the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

40. And whereas the railway by this Act authorised to be made is intended to be carried over a navigable cut or canal vested in or under the control of the trustees under a certain Act of Parliament made and passed in the twelfth year of the reign of King George the Third, intituled "An Act for draining and preserving certain commons, low grounds, and cars in the parish of Market Weighton and other adjacent parishes in the East Riding of the county of York, and for making a navigable cut or canal from Market Weighton to the River Humber," and the same railway and certain works relating thereto or connected therewith are intended to cross over or come upon or approach the said navigable cut or canal, and some of the drains and works by the said recited Act authorised to be made, and it is expedient that provision should be made for regulating the construction of the works for carrying the said railway over the said navigable cut or canal, drains and works, in order that the passage of boats, barges, and other vessels should not be impeded on the said navigable cut or canal, and that the works of drainage shall not be injured or prejudiced, be it therefore further enacted that the said Company shall and they are hereby required at their own expense, costs, and charges to build, erect, and make, and at all times hereafter to amend, repair, and continue, a good and substantial masonry or iron bridge over the said navigable cut or canal called the Market Weighton Canal where the said canal shall be crossed by such railway, and which said bridge shall consist of one arch only, leaving a clear and unobstructed waterway of at least 51 feet wide in the said navigable cut or canal under the same arch for the passing of boats, barges, and other vessels, and also for the free and regular flowing of the water therein for the purpose of drainage, and also a sufficient horse-way, towing-path, or hauling-way on the east side of the said cut or canal under the same arch of the width of six feet at the least, of such height above the surface of the water in the said navigable cut or canal at the place where the said bridge shall be erected that the said horse-way, towing-path, or hauling-path shall stand and be eighteen inches at the least above such surface at all times when such surface shall be seven feet above the sill of the said Humber Lock, for the free and convenient passage of horses or other cattle or things now or hereafter used or to be used for or in towing or hauling the said boats, barges, or other vessels in or along the said canal, and that the springing of such arch shall not begin to spring from the perpendicular line of the pier or abutment thereof at any less height from the surface of the towing-path or hauling-way than five feet six inches at the least above the same, and that the under side or soffit of the centre

A.D. 1880.  
Protection  
of Market  
Weighton  
Canal.  
12 Geo. 3.  
c. 37.

A.D. 1880.

of the said arch shall not be less than six inches above the under side or soffit of the centre of the arch of the bridge over the said canal at New Village.

Saving for  
Trustees of  
Market  
Weighton  
Canal.

41. And be it further enacted, that for and notwithstanding anything in this Act contained, it shall not be lawful for the said Company, either in the making, erecting, building, embanking, constructing, repairing, altering, or maintaining the said railway, or any of the works by this Act authorised to be made or constructed, or otherwise howsoever, to impede, obstruct, prejudice, or render less commodious the said canal or navigation called the Market Weighton Canal, nor the several drains, sewers, and watercourses now vested in or under the control of the said trustees by virtue of the said recited Act of the 12th year of the reign of King George the Third, or in any manner to obstruct, prejudice, hinder, or render less commodious the drainage or navigation or any of the works thereof now made or authorised to be made by the said recited Act, or to prejudice, avoid, or impeach any award under the said last-mentioned Act, or any of the powers, provisions, clauses, matters, and things therein contained, but that the same, so far as they are not inconsistent with the due execution of this Act, shall in all respects be as valid and effectual as if this Act had not been made or passed.

Protection  
of the Wres-  
sel estate  
belonging to  
Henry Lord  
Leconfield.

42. If the owner for the time being of the settled estate in the parish of Wressel, in the East Riding of the county of York, of which the Right Honourable Henry Baron Leconfield is or claims to be now tenant for life, shall before or during the construction of Railway No. 3 in the township of Asselby and parish of Wressel give to the Company notice in writing that an archway under such railway is required for the purposes of a warping or outfall drain for the said Wressel estate, the Company shall, to the reasonable satisfaction of his engineer, construct under some part of the said railway between the points marked seven miles two furlongs and eight miles two furlongs on the deposited plans, to be selected by such owner, an archway having a clear space of not less than thirty feet, with a clear headway of not less than sixteen feet above Ordnance datum, and also whenever thereafter such warping or outfall drain shall be constructed, such owner will construct beneath such archway, and across the whole width of the land there taken by the Company, in a straight line through such archway, and at right angles to the railway, an open drain or cut having a depth of not less than the level of Ordnance datum, and a bottom width not less than eighteen feet, with slopes on each side of an

inclination of two feet to one foot. The Company shall carry their Railway No. 3 over the drain or cut known as the Howden Drain by a bridge having a span of not less than twenty feet, with a sill or invert situate at the level of Ordnance datum, and the southern end of such invert to be provided with pointing doors so as to prevent water flowing up the said drain. A.D. 1880.

43. Whereas Railway No. 1 is intended to commence at a point immediately to the eastward of the Barnsley Canal, now forming part of the navigation belonging to the Undertakers of the Navigation of the Rivers Aire and Calder, in the county of York (herein-after referred to as "the undertakers"): And whereas Railway No. 2 is to be carried across that portion of the navigation which is known as the Knottingley and Goole Canal, and Railway No. 3 is to be carried across the River Aire, which also forms part of the said navigation: And whereas a portion of the said Barnsley Canal, and of the towing-path and bank thereof, is shown on the deposited plans as within the limits of deviation of Railway No. 1, but it is not necessary for the purposes of the said railway that any portion of such canal or of the towing-path or bank thereof should be taken or interfered with: And whereas it is also expedient to make the following provisions for regulating the manner and conditions in and upon which the said railways may be carried across the said Knottingley and Goole Canal and the River Aire: Therefore, notwithstanding anything in this Act contained, it shall not be lawful for the Company without the previous consent in writing of the undertakers to interfere with or alter the line or level of the said Barnsley Canal, or of the said Knottingley and Goole Canal, or of the River Aire, or of the towing-paths thereof respectively, or to obstruct or impede the navigation thereof; or to divert, intercept, or diminish any of the waters of and in the said canals, or either of them, or the said river, or any streams or runners supplying the same respectively with water, nor shall it be lawful for the Company without such consent as aforesaid to enter upon, take, or use for the purposes of Railway No. 1 any lands belonging to the undertakers or held on lease by them, nor for the purposes of Railways Nos. 2 and 3 respectively to enter upon, take, or use except as herein-after mentioned, any lands belonging to the undertakers or held in lease by them, nor to carry the said Railway No. 2 across the said Knottingley and Goole Canal, nor the said Railway No. 3 across the said river, except under and subject to the powers and provisions herein-after contained; that is to say,

(1.) Railway No. 2 shall be carried across the said Knottingley and Goole Canal (herein-after in this section referred to as the

A.D. 1880.

said canal) and Railway No. 3 shall be carried across the said river by means only of bridges constructed of stone, brick, or iron, or of any of those materials combined :

- (2.) In the construction of the several bridges aforesaid the Company shall not (without the consent of the undertakers) deviate from the centre line of railway shown on the deposited plan as the centre line of Railways Nos. 2 and 3 respectively at the point of crossing the said canal and river respectively :
- (3.) The bridge across the said canal shall be constructed so as to cross the said canal and towing-path thereof by a single span of such dimensions as the Company think fit, but not less than one hundred feet, measured at right angles to the abutments of the bridge, and subject to that limitation the abutments shall be placed in such positions as shall be fixed by the engineer of the undertakers, and shall be built with perpendicular foundation walls :
- (4.) No part of the soffit or under side of the arch or span or girders of the bridge over the said canal shall be lower than fourteen feet above the ordinary top-water level of the said canal at the point of crossing :
- (5.) The bridge across the River Aire shall be constructed either as a fixed bridge with not less than two arches or spans, one of which arches or spans shall be carried across the towing-path and the portion of waterway immediately adjoining thereto, and shall be not less than one hundred and twenty feet in clear width, measured at right angles to the abutments or piers of such arch or span, or, if the Company think fit, the said bridge may be constructed with an opening span having a clear width of not less than sixty-five feet, measured at right angles to the abutments or piers of such span ; and in either case the abutments or piers of the bridge shall, subject to the limitations aforesaid, be placed in such positions as shall be fixed by the engineer of the undertakers, and shall be built with perpendicular foundation walls, and without any projections under water ; and the waterway beneath the said bridge shall at all times after the completion thereof be provided by the Company with proper mooring posts, dolphins, and leading fenders on each side of the bridge, so as to enable vessels to pass the bridge safely ; and in the event of the said bridge being constructed with an opening span, the leaves of the opening portion of the said bridge shall at all times when necessary to allow the passage of vessels be opened by some persons appointed expressly for that purpose by and at the expense

of the Company in such manner that vessels may be as little interrupted as possible in passing the said bridge; 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 span, so as to be most convenient and best adapted for guiding vessels through the opening span, and for indicating when the said bridge is open and when shut, and for securing the safe navigation of vessels in the said River Aire; and if the person or persons whose duty it is to open the said bridge or to exhibit the said lights shall neglect so to do, so as to cause any unnecessary delay in the passage of any vessels requiring to pass the said bridge, such person or persons respectively shall be liable to pay to the owner or consignee of such vessel any sum not exceeding five pounds, to be recovered as any penalty may be recovered under the Acts incorporated with this Act:

- (6.) No part of the soffit or under side of the arches or spans or girders of the bridge over the River Aire shall be lower than five feet clear above the level of the top of the flood bank immediately adjoining the said bridge:
- (7.) The Company shall not without the consent of the undertakers in any manner, either permanently or temporarily, divert, use, or interfere with the said canal or the River Aire, or any of the towing-paths, banks, or works thereof, save only so far as may be necessary for constructing the said bridges, and the works connected therewith, in the manner herein-before provided:
- (8.) Where in the execution of any of their works the Company divert, intercept, or interfere with the passage of any stream of water now flowing into or along the side of the said canal or the River Aire, they shall restore such stream to its original course, or execute other works proper and sufficient for securing the flow of the water of such stream into the said canal or river respectively at the same level as that at which it previously entered the same:
- (9.) The bridges over the said canal and the River Aire respectively, and all the works connected therewith, and all temporary works during the construction thereof, shall respectively be carried on and completed under the inspection and to the reasonable satisfaction of the engineer for the time being of the undertakers, and according to the plans, sections, and specifications to be approved by such engineer and the engineer of the Company, or, in the event of difference, by an

A.D. 1880.

umpire to be appointed by them, or if they differ as to such appointment, by the Board of Trade on the application of either party :

(10.) Each such bridge over the said canal and the River Aire shall be completed within twelve months from the time at which the same is commenced, and during the construction, and during any subsequent necessary repair thereof, the Company shall be bound (unless otherwise agreed in writing with the undertakers) to leave open and uninterrupted a navigable waterway thereunder of a width of not less than fifty feet, with a navigable depth of water throughout not less than the greatest navigable depth at the time existing immediately above and below such bridge, and with not less than twelve feet of height above the ordinary top-water level of the said canal at the point of crossing, and with not less than three feet of height above the top of the said flood bank of the River Aire, and towing-paths of not less than nine feet in width, and such towing-paths shall at all times during the construction and repair of such bridge remain open for traffic without any obstruction between the same and the said waterway, and the waterway shall be at all times provided with proper mooring posts, dolphins, and leading fenders on each side of the works, and shall be properly lighted with red lights every night from sunset to sunrise, and immediately after the completion of each such bridge, and of any repairs thereof, the Company shall remove everything which could interfere with the free navigation under the same, and take from and out of the bed of the canal or river (as the case may be) all obstructions caused by or during or placed therein for the purposes of the execution of the works by the Company :

(11.) The Company shall maintain each of the said bridges over the said canal and the River Aire in good substantial repair, and in the event of either of such bridges being at any time out of repair, or of any obstruction being caused to the said canal or river, or the towing-paths thereof, or to the traffic thereon by reason of any of the works of the Company, or by reason of any omission on the part of the Company to remove anything causing such obstruction, the undertakers may, after giving the Company seven days notice of their intention so to do, repair such bridge or remove such obstruction, as the case may be, and may recover the expense of such repair or removal from the Company, with full costs of suit, in any court of competent jurisdiction :



(12.) The Company shall not without such consent as aforesaid take or acquire any right or interest in any of the lands belonging to the undertakers or held in lease by them, other than an easement for constructing and maintaining upon such lands, under and subject to the conditions herein-before contained, the said bridges over the said canal and the River Aire, and of having, using, and possessing a right of way and passage by means of such bridges for their railway, together with all other rights and easements necessary to the due use and enjoyment of the same : A.D. 1880.

(13.) In case during the execution of the works of the Company, or of any subsequent alteration or repairs thereof, or of any defect therein, any steam vessel, boat, barge, or other vessel passing or intending to pass along the said canal or the said River Aire, or the horses, locomotives, or other tractive or propellant power moving the same, shall be impeded, or in case the navigable waterways or towing-paths herein-before required to be preserved during the progress of the works of the Company shall at any time be contracted to a less width, depth, or height than as herein-before prescribed, then and in every such case the Company shall pay to the undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours notice given by the undertakers to the Company or their secretary of the existence of such impediment or contraction, and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice, or shall have been occasioned by any wilful act on the part of any person employed by the Company or their contractors, then and in every such case the Company shall pay as and by way of liquidated damages to the undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue ; and in case either of the said bridges shall not be completed within the time herein-before limited for the completion of the same, the Company shall pay as and by way of liquidated damages to the undertakers the sum of ten pounds for every day after the expiration of that period until such bridge, and the works connected therewith, shall be completed, and the undertakers may sue for and recover such liquidated damages, with full costs of suit, in any court of competent jurisdiction : Provided that nothing herein contained shall extend to prevent the undertakers from recovering against the Company beyond the amount of such

A.D. 1880.

liquidated damages, or to prevent any person using the said canal or the said River Aire from recovering against the Company any special damages that may be sustained by them or any of them, or that they or any of them may be liable to pay for or by reason of any act or default of the Company, and the undertakers and any such person using the said canal or the said river are hereby authorised to sue for and recover such special damage accordingly.

Provision  
for protec-  
tion of  
Barnsley  
Canal and  
traffic  
thereon, &c.

44. In order the better to secure to the owners, proprietors, and workers of all mines of coal, stone, ironstone, limestone, or other minerals, or of any furnaces or other works respectively within such a distance from the Barnsley Canal as to entitle them to the benefit of section 104 or section 107 of the Act of the 23rd year of King George III., cap. 110., for making and maintaining the Barnsley Canal, it shall be lawful for the undertakers, or any of such owners, proprietors, or workers, at any time hereafter at their own expense to make and maintain so many openings as they respectively think fit through any of the embankments of each of the Railways Nos. 1 and 4 authorised by this Act, or in lieu thereof so many bridges over each of the railways as they respectively think fit, but the places at which any such opening or bridge is to be made shall, if not agreed on with the Company, be determined by arbitration, and, except only so far as the Company otherwise agree, no such opening under the railways shall be of more of than fourteen feet in clear height throughout, or of more than twenty-six feet in clear width throughout, and, except only so far as the Company otherwise agree, every such bridge over the said railways shall be throughout of not less than sixteen feet in clear height above the surface of the rails on the railways, and shall have three spans each of at least twenty-six feet in clear width throughout, and every such opening or bridge, and the works connected therewith, shall be made under the superintendence and to the reasonable satisfaction of the Company's engineer, and in accordance with plans, sections, working drawings, and specifications to be previously reasonably approved by him, and every such opening or bridge shall be made, maintained, and used so as not to require any alteration of the level or inclination of the said respective railways, and so as not to interfere with the construction or user of the railways or the safety of the railways, or of the traffic thereon, and every such opening or bridge shall for ever after the making thereof respectively be maintained and kept in good repair at the expense of the party by whom it is made, or the representatives of that party; and if and when any such opening or bridge is in want of repair the

Company may require the party liable in that behalf under this Act to repair the same, and if the party so liable be not known, or cannot on diligent inquiry be found, or be absent beyond seas, or be under any legal incapacity or disability, or if being thereunto required, he or they, or the undertakers, fail within reasonable time to make or duly proceed with the required repairs, then and in every such case the Company may themselves make the required repairs at the expense of the party or of the undertakers so liable, and the amount thereof shall be a debt due from the party so liable or the undertakers, as the case may be, to the Company, and be recoverable accordingly, and in case of emergency the Company may make the required repairs without any such previous notice, and recover the same as before mentioned, or, at the option of the Company, the Company may stop up the said openings or remove the said bridges, or any of them, and restore the railways respectively in any manner the Company shall think fit. A.D. 1880.

45. Save as by this Act authorised, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the rights, privileges, powers, or authorities vested in the undertakers. Saving of rights of undertakers.

46. In constructing the works by this Act authorised the Company may, subject to the provisions of this Act, and to the terms and conditions of the scheduled agreement, deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans, and they may deviate vertically from the levels of the said works as shown on the said sections to any extent not exceeding in the case of the railways and new street five feet upwards and five feet downwards, and in the case of any other works five feet upwards and ten feet downwards: Provided that no deviation of any works authorised by this Act within the limits of deviation of which any public navigable tidal river or channel is included shall be made from the lines thereof as shown on the deposited plans, even within the limits of deviation shown on such plans, in such manner as to diminish the navigable space of such river or channel without the previous consent of the Board of Trade, or otherwise than in such manner as is expressly authorised by the Board of Trade. Limits of deviation.

47. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may in the construction of the railway carry the same with a single line only, Power to cross certain roads on the level.

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880. whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next herein-after mentioned; that is to say,

Railway.	Number on deposited Plan.	Parish.	Description of Road.
Railway No. 2 -	8	Snaith -	Public carriage-road.
	1 and 3	Kellington -	Public carriage-road.
	25 and 26	Snaith -	Public carriage-road.
Railway No. 3 -	41	Snaith -	Public carriage-road.
	52	Snaith -	Public carriage-road.
	67	Snaith -	Public carriage-road.
	21	Drax -	Public carriage-road.
	39	Drax -	Public carriage-road.
	56	Drax -	Public carriage-road.
	186, 187	Howden -	Public carriage-road.
	81	Howden -	Public carriage-road.
	62	Eastrington -	Public carriage-road.
	70	Eastrington -	Public carriage-road.
Railway No. 3 -	85A, 75	Eastrington -	Public carriage-road.
	1	Howden -	Public carriage-road.
	110	Eastrington -	Public carriage-road.
	9	North Cave -	Public carriage-road.

Inclination of roads.

48. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

Railway.	No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
Railway No. 1 -	15	Hemsworth	Public carriage-road.	1 in 18 on one side and level on the other side.
Railway No. 3 -	89	North Cave	Public carriage-road.	1 in 15 on one side and level on the other side.

Protection of West Riding and Grimsby Railway.

49. For the protection of the West Riding and Grimsby Railway the following provisions shall have effect in addition to and not in derogation of the provisions contained in the Railways Clauses Act, 1863, Part I. (construction of a railway):

(1.) The railway shall be carried over the West Riding and Grimsby Railway, belonging jointly to the Great Northern and Manchester, Sheffield, and Lincolnshire Railway Companies (who are herein-after called "the two companies"), by means of a bridge of one span of at least 50 feet in width on the square, and with not less than 15 feet clear headway throughout above the surface level of the rails of the West Riding and Grimsby Railway under the same, which bridge, and the works connected therewith, shall be made and constructed in a substantial and workmanlike manner, and to the reasonable satisfaction of and according to plans to be previously approved by the engineer of the West Riding and Grimsby Railway, and so as not to endanger or interfere with the security of that railway or to impede the traffic thereon, and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company, and the two companies may require all such precautions to be taken by the Company in constructing, maintaining, and repairing the said bridge, and the works connected therewith, as the said engineer may deem expedient for protecting their railway from injury and the traffic thereon from interruption, and may for that purpose employ at the expense of the Company a sufficient number of inspectors, watchmen, and signalmen :

(2.) In case any damage or injury shall be caused to the West Riding and Grimsby Railway, or interruption or injury to the traffic thereon, by reason of the said bridge, or the works connected therewith, or during the construction, maintenance, use, or repair thereof respectively, the same shall forthwith be made good by the Company, or the two companies may make good such damage or injury to their railway, and recover the cost and expense thereof, and also compensation for such interruption or injury to their traffic as aforesaid, from the Company in any court of competent jurisdiction :

(3.) The Company shall not purchase or take compulsorily any land or property of the two companies, but they may purchase and acquire from those companies, and those companies may and shall sell and grant accordingly, an easement or right of constructing and maintaining the railway over the said West Riding and Grimsby Railway in accordance with the provisions of this Act, nor (save only so far as may be necessary for the purpose of constructing and maintaining the railway) shall the Company or any person in the execution of

A.D. 1880.

this Act in any manner, either temporarily or permanently, enter upon, use, or interfere with the said West Riding and Grimsby Railway, or the property of the two companies, or either of them, except with their consent in writing first obtained :

- (4.) If any dispute shall arise between the Company and the two companies, or any joint committee of those companies, with reference to any matter comprised or referred to in this section, the matter in dispute shall from time to time be referred to the arbitration of an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, on the application of the Company, or of the two companies, or such joint committee as aforesaid, and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration, shall apply to every such arbitration.

Company to contribute to the Humber Conservancy Fund.

**50.** The Company shall, after the opening of the dock by this Act authorised to be made, pay out of their yearly revenue to the Humber Conservancy Commissioners the yearly sum of two hundred pounds by half-yearly payments on the first day of January and the first day of July in every year, by way of contribution to the Humber Conservancy Fund, and the amount so paid shall be carried to that fund accordingly, and shall be applicable as part thereof; and such yearly payment shall be permanent, and shall confer upon the Company the power to appoint under section 18 of the Humber Conservancy Act, 1852, one of the members of their board to act as a Commissioner in the execution of the Humber Conservancy Acts.

15 & 16 Vict.  
c. cxxx.

Power to divert water into dock, &c.

**51.** The Company may from time to time divert water from the River Humber for the purpose of supplying the dock with water.

Power to dredge near dock, &c.

**52.** The Company may from time to time deepen, dredge, and scour, cleanse, alter, and improve the bed, shores, and channel of the River Humber adjoining or near to the entrance to the dock for the purpose of affording an uninterrupted means of access to the dock: Provided that the Company shall, two calendar months before commencing such works, deliver to the said Commissioners plans defining the nature and extent of the works so proposed to be carried out, and that the Company shall not in the exercise of any of the powers conferred on them by this clause carry out the works thereby authorised so as to prejudicially affect the navigation or the channel or roadstead of the River Humber; and in the event

of any question or difference arising between the said Commissioners and the Company as to whether such works prejudicially affect the navigation or the channel or roadstead of the River Humber, such question or difference shall be referred to the Board of Trade for their decision, and the decision of the Board of Trade shall be conclusive in the matter.

A.D. 1880.

53. The Company may use and appropriate in the works connected with their undertaking the soil and material dredged by them from time to time, and such soil and material as they are unable to use in such works they shall either deposit above high-water mark of spring tides, or shall deposit in such places and situations within the limits of the jurisdiction of the Humber Conservancy Commissioners as the Commissioners shall from time to time direct, or, if the Commissioners shall so require, the same shall be carried out to sea.

Soil and material dredged by Company.

54. The Company shall at the outer extremity of their harbour works exhibit and keep burning from sunset to sunrise such lights (if any) as the Hull Trinity House shall from time to time direct.

Company to exhibit lights.

55. The Company shall on or near the works below high-water mark hereby authorised, during the whole time of the constructing, altering, or extending, exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve, and (notwithstanding the enactments for the time being in force respecting lighthouses) shall also on or near the work when completed always maintain, exhibit, and keep burning at their own expense every night from sunset to sunrise such lights (if any) for the guidance of ships as the Board of Trade from time to time require or approve. If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights on works.

56. If any of the works constructed by the Company on, in, over, through, or across tidal lands or tidal waters are abandoned or suffered to fall into decay, the Board of Trade or the Humber Conservancy Commissioners may abate and remove the same or any part of them, and restore the site thereof to its former condition at the expense of the Company, and the amount of such expense shall be a debt due from the Company to the Crown or to the Humber Conservancy Commissioners, as the case may be, and be recoverable accordingly with costs, or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement of works abandoned or decayed.

A.D. 1880.

Survey of work by Board of Trade.

57. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on, in, over, through, or across tidal lands or tidal waters, or of the intended site of any such work, the Company shall defray the expense of the survey and examination, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs as a penalty is recoverable from the Company.

Company to dredge River Humber if silt accumulated.

58. If it shall appear to the Humber Conservancy Commissioners that through the operations of the Company any accumulation of silt or other material shall have been created which may be an impediment to the free navigation of the River Humber, the Company shall, at the request of the Humber Conservancy Commissioners, dredge such accumulation of silt or other material and restore the river to its former condition, and if the Company on such request refuse or fail to do so the Humber Conservancy Commissioners may themselves cause the work to be done and restore the said river to its former condition, and may recover from the Company the expense to which they may have been put by such dredging and restoration.

New street to be vested in Corporation.

59. When the new street is completed it shall be deemed to be a public highway, and shall be vested in and shall be under the control and management of the Corporation, or of any other authority in whom the control or management of streets within the borough is or may be from time to time vested.

Company may stop up streets and extinguish rights of way, &c.

60. The Company may (but so far only as they become owners of the land on both sides thereof) stop up and discontinue for public traffic,—

- (A.) King Street and Egginton Street, in the township of Sculcoates, in the parish of Sculcoates ;
- (B.) Williamson Street, in the township of Southcoates, in the parish of Drypool ;
- (C.) So much of the Hedon Road, in the townships of Southcoates and Drypool, in the parish of Drypool, as lies between the level crossing of the same by the Victoria Dock Railway aforesaid and the point of junction with that road as above described of the new street or road by this Act authorised ;  
and
- (D.) Any other streets, courts, ways, or passages within the borough shown on the deposited plans and sections as intended to be stopped up ;



and upon the stopping up and discontinuance for traffic of the same respectively the sites and soil thereof respectively, so far as the Company are owners of the land on both sides thereof, shall be by this Act vested in the Company, freed from all public and other rights of way or passage, or other rights in, over, or affecting the same. A.D. 1880.

**61.** All new streets to be provided by the Company in the borough in lieu of streets stopped up shall be made and constructed by and at the expense of the Company and to the satisfaction of the borough engineer for the time being of the borough, and all differences in the number of yards of land arising from streets taken as against those provided by the Company shall be paid for to the Corporation by the Company where the soil of the streets so taken is now vested in the Corporation, at a price per yard to be agreed on, and if any dispute as to such price or quantity shall arise the same shall be referred to arbitration under the Railways Clauses Consolidation Act, 1845. Substituted streets.

**62.** All or any lands which are now extra-parochial, and which the Company shall purchase or acquire for the purposes of or in connexion with the dock or river wall, shall thenceforth be added to and deemed to be for all purposes whatsoever, save as herein-after provided, part of the township of Southcoates, in the parish of Drypool, in the town and county of the town of Kingston-upon-Hull: Provided always, that nothing in this section shall extend or be deemed or taken to extend the municipal or parliamentary boundaries of the borough. Certain purchased lands to be added to township of Southcoates.

**63.** For the protection of the mayor, aldermen, and burgesses of the borough of Barnsley, in the West Riding of the county of York (herein-after called the "Barnsley Corporation" or the "said Corporation"), the following provisions (notwithstanding any other provisions of this Act) shall be observed and have effect; (that is to say,)

1. In the construction of Railway No. 4 by this Act authorised across the sewage farm and lands of the Barnsley Corporation, situate in the parish of Royston, in the said West Riding of York, the Company shall not deviate from the centre line shown upon the deposited plan except to an extent westward not exceeding 100 feet :
2. The said Railway No. 4 shall be carried across the said farm and lands by a viaduct to be constructed of brick or stone water-tight arches, each of such arches to have a minimum

A.D. 1880.

span of 25 feet and as much clear height from the surface of the ground to the soffit of the arch as the level of the railway according to the deposited section will practically allow :

3. Except for the construction of the said viaduct in the line and in manner aforesaid, the said Company shall not be entitled to acquire any part of the lands of the Barnsley Corporation forming the said sewage farm, or near thereto, under the compulsory powers of this Act, or otherwise than by agreement with the said Corporation :
4. The Barnsley Corporation shall, after the construction of the said Railway No. 4 across the said farm as aforesaid, be entitled to the free, perpetual, and exclusive right of user of the spaces covered by the arches of the said viaduct, subject to the Company's right to repair the said viaduct when necessary, the Company paying to the said Corporation all damage, if any, to the property of the said Corporation in the execution of such repairs :
5. Any interference with or damage to the existing drains, culverts, works, or lands of the Barnsley Corporation shall be dealt with and permanently restored and made good, under the superintendence and to the satisfaction of the engineer for the time being of the said Corporation, at the expense of the Company, and all the railway works upon or across the said farm and lands below the formation level of the said railway upon the said viaduct shall be completed within nine months after the commencement thereof.

Capital.

**64.** The capital of the Company shall be three million pounds, in three hundred thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

**65.** The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

**66.** One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

**67.** If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

68. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share," and the other shall be called "deferred half share," but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up; and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

A.D. 1880.  
Power to  
divide shares.

69. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first, in payment of dividend, after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on  
half shares.

70. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number, but 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 dividend on any preferred half share 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.

Dividends  
on preferred  
shares to be  
paid out of  
the profits  
of the year  
only.

71. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled, unless it be shown to their

Half shares  
to be regis-  
tered and  
certificates  
issued.

A.D. 1880. satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

**72.** The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

**73.** The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share, distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled.

**74.** No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

**75.** The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares (whether preferred or deferred, or one of each,) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents as attach and are incident to an entire share.

Power to borrow on mortgage.

**76.** The Company may from time to time borrow on mortgage any sums not exceeding in the whole one million pounds, and of that sum they may from time to time borrow any sums not exceeding in the whole two hundred and fifty thousand pounds in respect of every seven hundred and fifty thousand pounds of their capital, but no part of any such sum of two hundred and fifty thousand pounds shall be borrowed until shares for the whole of the seven hundred and fifty thousand pounds of capital in respect of which it is to be borrowed are issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such respective portion of capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof

before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof. A.D. 1880.

**77.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. Appointment of a receiver.

**78.** The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

**79.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only. Application of moneys.

**80.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.

**81.** The number of directors shall be fourteen (inclusive of the two directors to be nominated by the Corporation as herein-after provided), but the Company may from time to time reduce and again increase the number, provided that the number (inclusive as aforesaid) be never more than fourteen nor less than nine. Number of directors.

**82.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.

**83.** The quorum of a meeting of directors shall be five, but if the number of directors be reduced to nine the quorum shall be four. Quorum.

A.D. 1880.  
First directors.

Election of directors.

**84.** Gerard Smith, Henry Hodge, Henry Briggs, John Fisher, Charles Wells, William Day, Edward Leetham, Francis Reckitt, Richard Willows, James Stuart, Edward Augustus Dearman Brooshooft, and Lawrence Stephenson shall be twelve of the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being (if qualified) eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the powers herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act, 1845, and the several persons elected at any such meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be directors until others are elected in their stead, in manner provided by the same Act.

Lands for extraordinary purposes.

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

Period for compulsory purchase of lands.

**86.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of the following periods; that is to say,

(A.) As regards lands required for purposes of the railways and street, three years from the passing of this Act; and

(B.) As regards lands required for other purposes, five years from the passing of this Act.

Notice to be given of taking houses of labouring classes.

**87.** The Company shall, not less than eight weeks before they take in any one city, town, or parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

**88.** The Company may from time to time, if and when they think fit, appropriate any lands acquired by them under the powers of this Act, and which may not be required for the railways, dock, or street for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised, and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons, unless the Company and such person or persons otherwise agree: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice.

A.D. 1880.  
Power for Company to appropriate lands for the erection of dwelling-houses for the labouring classes.

**89.** Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Land Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

Power to take easements, &c. by agreement.

**90.** Notwithstanding anything contained in the Harbours, Docks, and Piers Clauses Act, 1847, the Company may, but subject to the terms and conditions of the scheduled agreement, from time to time lease or grant the use or occupation of any warehouses, buildings, wharves, yards, cranes, machines, or other conveniences provided by them for the purposes of this Act, or of any other Acts relating to the Company, for such period or periods, not exceeding in any case five years, at such rents, and on such terms and conditions as shall be agreed between the Company and the corporations, companies, or persons taking the same.

Power to lease warehouses, &c.

**91.** The Company from time to time may (but subject to the terms and conditions of the scheduled agreement) grant leases for any terms which they think fit, not exceeding ninety-nine years, of any of the lands of the Company not required or likely to be required for the purposes of the works by this Act authorised, to any persons, corporations, or companies (such corporations or companies being capable at law to accept such leases) who shall covenant to improve

Power to grant building and improving leases.

A.D. 1880. such lands by laying out money in the construction or erection of graving docks, warehouses, sheds, houses, or other buildings thereon calculated to promote the business of the dock, and they may also grant to such lessees the use during their respective leases of such waterway, quay room, and wharfage room, and other easements as may be requisite or convenient for the purpose of the trade or business to be carried on, in, or at the warehouses, buildings, or works to be erected or constructed by such lessees.

Terms and conditions of such leases.

**92.** Every such lease shall be made without fine, and may be made with and subject to such exceptions, reservations, yearly or other rents or payments, covenants, conditions, powers, and provisions whatsoever as the parties thereto mutually agree on: Provided always, that by every such lease due provision shall be made for securing the payment, performance, and observance by the lessees thereunder of the rent (if any), covenants, and provisions in and by the same respectively reserved and contained, and on their part to be respectively paid, performed, and observed: Provided also, that a duplicate or counterpart of every such lease shall be executed by the lessees therein named, and be delivered to the Company.

Company not to be bound to sell lands demised.

**93.** Anything in the Lands Clauses Consolidation Act, 1845, to the contrary notwithstanding, the Company shall not be bound to sell or dispose of any lands which may be included in any such lease or the reversion thereof.

Railway deposit fund and dock deposit fund not to be repaid except so far as railway opened, &c.

**94.** Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the 9th and 10th years of Her present Majesty, chapter 20, there has been transferred into the name and with the privity of Her Majesty's Paymaster General in respect of the application to Parliament for this Act the sum of one hundred and forty-one thousand seven hundred and sixty-one pounds thirteen shillings and threepence Three Pounds per Centum Consolidated Bank Annuities, of which annuities one hundred and five thousand six hundred and fifty-two pounds two shillings and sixpence (hereinafter referred to as "the railway deposit fund") represents five per centum upon the amount of the estimate in respect of the railways authorised by this Act, and the balance of which annuities, together with the sum of three hundred and fifty-four pounds eight shillings and a penny which has been deposited in cash with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act (which last-



mentioned balance of annuities and sum of money are herein-after referred to as "the dock deposit fund"), represents four per centum upon the amount of the estimate in respect of the works other than the railways authorised by this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, the railway deposit fund, or (as the case may be) the dock deposit fund, shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors, or survivor are or is in this Act referred to as "the depositors"), unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways or (as the case may be) of the dock open the railways for the conveyance of public traffic, or open the dock for public use: Provided that if within such period so limited for the completion of the railways the Company open any portion of the railways for the conveyance of public traffic, then, on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid, and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways, the Court shall, on the application of the depositors, order the said portion of the railway deposit fund so specified in such certificate as aforesaid to be transferred to the depositors, or as the depositors shall direct; and provided further, that if at any time within the period so limited for the completion of the dock and river wall or embankment the Company prove, to the satisfaction of the Board of Trade, that they have expended a sum (or, as the case may be, a further sum) of not less than two hundred thousand pounds in or towards the construction of the dock and river wall or embankment, then, on production of a certificate of the Board of Trade specifying the portion of the dock deposit fund which, in the opinion of the said Board, represents the sum or further sum so expended, the Court shall, on the application of the depositors, order the said portion of the dock deposit fund so specified in such certificate as last mentioned to be transferred to the depositors, or as the depositors shall direct; and any such certificate as aforesaid of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said Board, be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the recited Act to the contrary notwithstanding.

A.D. 1880.  
Application  
of deposit.

**95.** If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways or of the dock, as the case may be, complete and open the same as aforesaid, then and in every such case the railway deposit fund or (as the case may be) the dock deposit fund, or so much of the respective fund as shall not have been transferred to the depositors, shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or of the dock, as the case may be, or any portion thereof respectively, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of the railways or of the dock, as the case may be, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court may seem fit; and if no such compensation shall be payable, or if a portion of the railway deposit fund or (as the case may be) of the dock deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation, then the railway deposit fund or (as the case may be) the dock deposit fund, or such portion of the respective fund as may not be required as aforesaid, shall either be forfeited to Her Majesty, and shall accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order, on the application of the Solicitor to Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the railway deposit fund or (as the case may be) the dock deposit fund shall have been re-transferred to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Release of  
dock deposit  
fund.

**96.** If the Dock Company give notice to the Company, as herein-after mentioned, on or before the 13th day of November next, then, on the application of the depositors by petition in a summary way,

at any time after the passing of this Act, the Court may and shall order that the dock deposit fund and the interest and dividends thereon shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf. A.D. 1880.

97. If the respective works by this Act authorised are not completed within the respective periods herein-after mentioned, then, on the expiration of those respective periods, the powers by this Act granted to the Company for making and completing the respective works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; that is to say, Period for completion of works.

(A.) As regards the railways and the street, five years from the passing of this Act; and

(B.) As regards the dock and river wall, eight years from the passing of this Act.

98. The Dock Company may, and on being required so to do by writing under the common seal of the Company shall, alter the position or levels of and extend and re-arrange their rails, sidings, and works so as to admit of the free passage and interchange of traffic between the undertaking of the Company and the said rails, sidings, and works, and the costs, charges, and expenses of or connected with any works, matters, or things executed or done by the Dock Company under this enactment, upon the requisition as aforesaid of the Company, shall be repaid by the Company to the Dock Company, and if any difference at any time arise between the Company and the Dock Company with respect to the reasonableness of any requirement of the Company under this section, or with respect to the mode in which any such alteration and extension or re-arrangement shall be carried out, or as to the costs, charges, and expenses aforesaid, the same shall from time to time be settled by an engineer to be appointed on the application of either company by the Board of Trade, and any engineer so appointed may from time to time, by writing under his hand, direct what works, matters, or things shall be executed or done by the Dock Company for giving full effect to the provisions of this section, and every direction or directions of or so given by such engineer shall be binding upon both companies, and the costs of the reference shall be in his discretion. Dock company to alter certain rails, sidings, &c.

99. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following; (that is to say,) Tolls.

In respect of passengers conveyed on the railways:

Class 1. For every person conveyed in a first-class carriage, per mile twopence:

A.D. 1880.

Class 2. For every person conveyed in a second-class carriage, per mile one penny halfpenny :

Class 3. For every person conveyed in a third-class carriage, per mile one penny.

In respect of animals conveyed on the railways :

Class 4. For every horse, mule, or ass, or other beast of draught or burden, conveyed in or upon any carriage, per mile twopence :

Class 5. For every ox, cow, bull, or neat cattle conveyed in or upon any carriage, per mile one penny halfpenny :

Class 6. For every calf, pig, sheep, or lamb or other small animal conveyed in or upon any carriage, per mile one halfpenny.

In respect of goods conveyed on the railways :

Class 7. For all coals, coke, culm, slack, cannel, cinders, lime, limestone, sand, clay (except fire-clay), chalk, dung, compost, and all sorts of common manure, and all undressed materials for the repair of highways, clay, ironstone, and iron ore, per ton per mile one penny :

Class 8. For all pig iron, bar iron, and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise, undressed stones for building, pitching, and paving, bricks, tiles, common slates, fire-clay, charcoal, bats, copper, tin, lead, and other ores, per ton per mile one penny halfpenny :

Class 9. For all sugar, grain, corn, flour, potatoes, guano and artificial manures, hides (dried and salted), dyewoods, timber, staves, and deals, metals (except iron), tinned plates, nails, anvils, vices, hoop iron, sheet iron, and chains, per ton per mile twopence :

Class 10. For lace, furs, silk, drapery, millinery, china, glass, cotton, wool, manufactured goods, drugs, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence.

In respect of carriages conveyed on the railways :

Class 11. For every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, if having more than two wheels, per mile fourpence, and if having only two wheels, per ton threepence, and for every additional quarter of a ton up to four tons which any such carriage weighs, one penny per mile in addition if such carriage have more than

two wheels, and three farthings per mile in addition if the same have only two wheels. A.D. 1880.

**100.** For carriages supplied by the Company, the Company may (in addition to the other tolls by this Act authorised) demand or take, for or in respect of goods, articles, matters, or things, persons, or animals comprised in either of the classes herein-before specified, any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods, articles, matters, or things, persons, or animals are respectively comprised; (to wit,)

Tolls for  
carriages, &c.

For Class 1, for each person per mile one penny :

For Class 2, for each person per mile three farthings :

For Class 3, for each person per mile one halfpenny :

For Class 4, for each animal per mile one penny :

For Class 5, for each animal per mile one penny :

For Class 6, for each animal per mile one halfpenny :

For Class 7, per ton per mile one penny :

For Class 8, per ton per mile one halfpenny :

For Class 9, per ton per mile three farthings :

For Class 10, per ton per mile one penny :

For Class 11, for each carriage per mile twopence.

**101.** The tolls which the Company may demand for the use of engines for propelling carriages on the railways shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for  
propelling  
power.

**102.** The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

Regulations  
as to tolls.

For all passengers, animals, or goods conveyed on the railways for a less distance than four miles, the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of mile such fraction shall be deemed a quarter of a mile, and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile :

For the fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction, and

A.D. 1880.

if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

With respect to all articles except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

**103.** With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,)

For the carriage of small parcels on the railways :

For any parcel not exceeding seven pounds in weight, three-pence :

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence :

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence :

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence :

For any parcel exceeding fifty-six pounds and not exceeding one hundredweight, three shillings, and for every additional one hundredweight up to five hundredweight, ninepence :

Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

Tolls for single articles of great weight.

**104.** For the carriage of single articles of great weight on the railways :

For the carriage of any single thing the weight of which, including the carriage, exceeds four tons but does not exceed eight tons, the Company may demand or take any sum not exceeding six-pence per ton per mile :

For the carriage of any single thing the weight of which, including the carriage, exceeds eight tons, the Company may demand and take any sum they think fit.

Maximum rates for passengers.

**105.** The maximum rate of charges to be made by the Company for the conveyance of passengers, including the tolls for the use of the railways and for carriages and locomotive power, and every

other expense incidental to such conveyance, shall not exceed the following; (that is to say,) A.D. 1880.

For every passenger conveyed in a first-class carriage, the sum of threepence per mile :

For every passenger conveyed in a second-class carriage, the sum of twopence per mile :

For every passenger conveyed in a third-class carriage, the sum of one penny per mile.

106. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways, including the tolls for the use of the railways, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company), shall not exceed the following sums; (that is to say,) Maximum rates for animals and goods.

Class 4, for each animal fourpence per mile :

Class 5, for each animal twopence per mile :

Class 6, for every calf or pig one penny per mile, and for every other small animal three farthings per mile :

Class 7, for coals conveyed on the railways for a distance not exceeding twenty miles not exceeding one penny halfpenny per ton per mile, and for coals conveyed for a distance exceeding twenty miles not exceeding one penny per ton per mile, and for all other articles and things not exceeding one penny halfpenny per ton per mile :

Class 8, twopence per ton per mile :

Class 9, threepence per ton per mile :

Class 10, fourpence per ton per mile :

Class 11, for every carriage, if having more than two wheels and not weighing more than one ton and a half, fivepence, and one penny farthing for every additional quarter of a ton, and if having only two wheels fourpence per mile, and one penny for every additional quarter of a ton.

107. Provided also, that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge, the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep, and not containing more than that number, shall not exceed ninepence per mile. Tolls for separate waggons.

A.D. 1880.  
Passengers  
luggage.

108. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal  
station.

109. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing  
charges not  
to apply to  
special trains.

110. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Company  
may take  
increased  
charges by  
agreement.

111. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance on the railways of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Rates pay-  
able on  
vessels using  
the dock.

112. The Company may from time to time demand and take for or in respect of every vessel using or entering the dock by this Act authorised, or lying therein, or departing therefrom, any sum not exceeding the rates mentioned in 'Schedule A. to this Act annexed, herein-after referred to as "dock tonnage rates," which rates shall be paid at the time of such vessel's entry inwards or clearance or discharge outwards, but so as no vessel shall be subject or liable to the payment of such rates or any of them more than once for the same voyage both out and home; and the Company may from time to time demand and take for or in respect of every vessel which shall not use or enter the dock, but which shall receive or deliver animals, goods, minerals, or things at or upon, or shall otherwise use, any wharf, quay, pier, jetty, embankment, or other work constructed by the Company under the powers of this Act, but subject nevertheless to the terms and conditions contained in clause 15 of the scheduled agreement, or any lands of the Company connected therewith, the same rates as by this Act the Company are authorised to demand and take for or in respect of vessels



entering the dock: Provided that nothing contained in this Act shall authorise or empower the Company to demand, levy, or take the dock tonnage rates for or in respect of any lighter or river craft using or entering the dock, or lying therein, or departing therefrom, or for or in respect of any ship or vessel which shall pass up or down the River Humber, or any part thereof, without entering the dock by this Act authorised, unless the cargo or some part of the cargo of such ship or vessel shall have been loaded and taken on board from or discharged and landed upon any wharf, quay, pier, jetty, embankment, or other work of the Company, and constructed by them under the powers of this Act, and in that event such dock tonnage rates shall be payable and paid only in respect of the quantity of goods so loaded and taken on board by or discharged and landed from such ship or vessel.

A.D. 1880.

**113.** Provided that the Company may from time to time confer exemptions from such portion as they think fit of the dock tonnage rates where the vessel does not exceed one hundred tons burden: Provided that every such exemption shall be made equally to all persons in respect of all vessels falling within the same class or description.

Remission of  
portion of  
dock rates.

**114.** The Company may from time to time demand and take for all animals and goods mentioned in the Schedule B. to this Act which shall be shipped or unshipped, received or delivered, within the dock, and for supplying water to vessels or craft, any sums not exceeding the several rates specified in the first and second columns of that schedule, and as to all such goods as shall not be specified in the said schedule the Company may demand and take a rate equal to the rate for the time being payable in respect of goods of a similar nature, package, and quality, and every such rate shall be payable by the owner or consignee of the goods; nevertheless, the Company shall not charge for any goods except such as are landed on or over or loaded from or over the quays, wharves, piers, jetties, or embankments of the Company.

Rates pay-  
able on  
goods.

**115.** Where any vessel using the dock, and whether or not any dock tonnage rates have previously been paid or payable to the Company in respect of the vessel, remains in the dock more than three months after the time of going into the dock, there shall be payable and paid to the Company by the master or owner of every such vessel, according to the tonnage or burden thereof, a further rate of one penny a ton for every week or fraction of a week during which the vessel remains in the dock beyond the three months, in addition to the dock tonnage rates; provided that no such addi-

Vessels  
remaining in  
dock beyond  
three months.

A.D. 1880. — tional rate shall be payable for any vessel prevented from leaving the port by an embargo.

Rate for loaded barges and lighters remaining in dock beyond seven days.

**116.** Where any loaded barge or loaded lighter using the dock remains in the dock without permission of the Company, or without being authorised to do so by this Act, more than seven days after the time of going into dock, there shall be payable and paid to the Company by the master or owner of every such barge or lighter, according to the tonnage or burden thereof, a rate of one penny a ton for every seven days or fraction of seven days during which the barge or lighter remains in the dock beyond the first seven days.

Power for Company to remit rates.

**117.** The Company, if and when they think fit, may remit or return the whole or any part of any rates in respect of any vessel or goods shown to their satisfaction to have been wrecked, spoiled, or damaged, and may remit or return the whole or any part of any rates under any other circumstances which in their judgment make the remission or return reasonable and just, so as the claim for the remission or return be made and substantiated to the satisfaction of the Company within such time as under the circumstances they deem reasonable.

Power for Company to charge for services in shipping, unshipping, &c. goods at dock.

**118.** The Company from time to time may (subject as hereinafter mentioned) make such charges as they think fit for services rendered by them in respect of shipping, unshipping, landing, re-landing, housing, unhousing, handling, weighing, coopering, packing, cording, tying, marking, numbering, labelling, lettering, sorting, lotting, tearing, filling, sewing, bagging, sampling, piling, unpling, watching, loading, unloading, protecting, delivering, and repairing goods, and for preparing and furnishing certificates of weights or contents, and for trimming coals, and for any other service with respect to goods shipped or unshipped or warehoused or deposited at their dock, quays, or works, and the Company may render any such services when they think proper: Provided always, that as regards the articles mentioned in Schedule C. to this Act, the Company shall not demand or take for the use of their cranes any sums exceeding those specified in that schedule; and provided further, that notwithstanding anything herein contained it shall be lawful for any persons to employ their own agents, servants, or labourers, cranes, machines, or appliances, to perform any service or labour in or upon ships, vessels, lighters, or river craft in or on the dock, and to employ their own agents, servants, or labourers to perform any service or labour in or on the dock, works, quays, and sheds of the Company for or in respect of any goods, wares, or merchandise in which such persons are interested: Provided also, that the rents

for goods warehoused by the Company, and specified in the third column of rates mentioned in Schedule B. to this Act annexed, shall not exceed the rents specified in that column in connexion with such goods respectively; but nothing in this enactment shall authorise any person, except upon such terms as shall be agreed upon with the Company, or failing agreement as shall be fixed by arbitration, to employ in the said dock any machinery or apparatus for the shipment of coal or other minerals, except such machinery or apparatus as may be fixed upon or belong to the ship, vessel, lighter, or river craft by which such coal or minerals is or are brought to or carried from the dock: Provided also, that where goods are landed by the Company upon or over the quays of the Company, they shall be responsible to the owners thereof, for a period of twenty-four hours from the time of such landing, for any loss or damage (fire excepted) which may accrue thereto, but where goods are landed by the owners the Company shall not be so responsible.

A.D. 1880.

**119.** The Company may from time to time demand and take for the use of their graving docks and repairing slips, from the owner or master of each vessel or craft using such graving docks and repairing slips, such rates and sums respectively as the Company shall from time to time reasonably appoint.

Rates for repairing slips.

**120.** All officers of Customs, being in the execution of their duty, shall have free ingress and egress into and out of the dock and premises, and through the entrance of the same, and also freely to pass with their vessels and boats through the water communications of the dock and premises, at all times, without payment of any toll or sum for so doing.

Officers of Customs to have free access to dock without payment of toll.

**121.** In order to remedy any inconvenience from the failure of the owners or consignees of vessels or their cargoes to make or pass due entries at the custom house for the cargoes or any part thereof, the Company, if and when the despatch of business is hindered by any such failure, may pass a warehousing entry for the cargo or any part of the cargo of any vessel within the dock for which the owner or consignee thereof does not, within forty-eight hours after the day on which the cargo is reported at the custom house, make an entry thereof, so as the cargo or part of any cargo be such as by law may be warehoused, and the expense of the entry shall be paid to the Company by the owner or consignee of the cargo or part of the cargo so entered, and be recoverable as rates payable to the Company in respect thereof.

Power for Company to pass entries at custom house for avoiding delay.

A.D. 1880.

Accidental  
error in entry  
not to render  
cargo  
seizable.

**122.** Provided that no cargo or part of a cargo so entered by the Company shall be liable to seizure by reason of any inaccuracy in the passing of any such entry if it appear to the Commissioners of Customs that the inaccuracy was not intentional or occasioned by wilful and culpable neglect.

Power for  
Company to  
land goods  
on neglect  
of entry at  
custom  
house.

**123.** If any goods brought into the dock on board any vessel be not duly entered at the custom house within seven days next after the day on which the vessel importing them is reported at the custom house, the Company, on the next ensuing lawful working day after the expiration of the seven days, may land and warehouse the goods in the presence and under locks of the officers of Customs, taking a true and particular account of the quantity, quality, and kinds thereof.

Power to  
sell goods  
so landed  
for payment  
of duties.

**124.** If the Customs duties on any goods so landed be not paid within six months after the day on which the vessel importing the goods is reported at the custom house, the Company may, if they think fit, pay such duties and may sell the goods or any part thereof to satisfy the amount of the duties so paid, rendering on demand the surplus (if any) of the proceeds of the sale and the unsold goods (if any), after deducting any rates, rents, charges, and expenses due and payable to the Company in respect thereof, to the owner or consignee of the goods: Provided that if a price cannot be obtained for the goods equal to the full amount of the Customs duties payable thereon and the charges of sale, the goods shall be effectually destroyed or otherwise sold and disposed of in such manner, for such purposes, and under such regulations as the Commissioners of Customs from time to time direct.

Power for  
Company to  
recover rents  
and charges  
for goods by  
sale, &c.

**125.** If default be made in payment to the Company of any rent or charge with respect to any goods at, on, or in the dock, quays, yards, warehouses, or other works of the Company, the Company (first paying the Customs duties and Inland Revenue duties, if any, due and payable thereon) may detain and sell the goods or any part thereof, and after retaining the amount so paid may retain for themselves the rent or charges so due and payable to them, and the expenses of detention and sale, rendering on demand the surplus (if any) of the proceeds of sale, and such (if any) of the goods as remain unsold, to the person appearing to them to be entitled thereto: Provided that the Company, if they do not sell the goods or if the proceeds of the sale thereof be insufficient, may recover the amount of the rents, charges, and expenses due and

payable to them, or the balance thereof, in any court of competent jurisdiction. A.D. 1880.

**126.** Provided that (except with respect to goods of a perishable nature which, in the judgment of the Company, would be materially lessened in value by being retained by them) the Company shall not so sell any goods until after the expiration of six months after the time at which the goods are unshipped or delivered at their dock, quays, yards, warehouses, or other works. Restrictions as to time of sale by Company for recovery of charges.

**127.** The Company may, if they think fit, sell any goods of a perishable nature deposited and lodged with them at any time when in their judgment the goods would be materially lessened in value by being retained by them, and whether or not they have notice of the nonpayment of freight claimed on the goods or notice to retain the same. Sale of perishable goods for freight.

**128.** When the Company so sell any such perishable goods they shall apply the proceeds of the sale, so far as they suffice, in the first place in payment of the Customs duties and Inland Revenue duties, if any, payable in respect of the goods, and in the next place in payment of the rates, rents, and charges due and payable to the Company in respect thereof, and the expenses of the sale, rendering on demand the surplus (if any) of the proceeds and the unsold goods (if any) to the person appearing to them to be entitled thereto. Application of proceeds of sale of perishable goods for freight.

**129.** The Company from time to time, at the request of any person warehousing or depositing any goods in any warehouse, or upon or in any of the quays or yards of the Company specially appropriated for the purpose, or entitled to any goods so warehoused or deposited, may, if the Company think fit, issue and deliver to him a certificate, in a form approved by the Company, of the goods so warehoused or deposited, or a warrant, in a form approved by the Company, for the delivery of the goods so warehoused or deposited, or any part thereof, to be respectively specified in the warrant. Company may give certificates of deposited goods and warrants for delivery of goods.

**130.** The goods specified in every such certificate of the warehousing or depositing thereof shall, for all purposes of this Act, be deemed the property of the person in that behalf named in the certificate. Effect of certificate.

**131.** Provided that no such warrant for delivery shall be given unless and until all liens and claims for freight, and all other liens or claims whatsoever to which the goods were liable while on board Warrant not to be given till freight, rates, &c. paid.

A.D. 1880. — any vessel, and before the warehousing or depositing of the same, and of which the Company have notice in writing, and all rates, rents, charges, and expenses payable to the Company with respect to the warehousing or depositing of the goods or for services performed by the Company in respect thereof, are paid or discharged.

Warrant  
not to be  
given till  
certificate  
given up.

**132.** Provided that before a warrant for the delivery of all or any of the goods specified in any certificate is issued by the Company, the certificate shall be delivered to them to be cancelled: Provided also, that if the warrant be for the delivery of part only of the goods, the Company shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant.

Effect of  
warrant.

**133.** Every such warrant for delivery shall be transferable by special indorsement, and shall entitle the person named therein, or the last indorsee thereof named in the indorsement, to have the goods specified therein delivered to him by the Company.

Power for  
Company to  
make bye-  
laws as to  
dock, quays,  
&c.

**134.** In addition to the byelaws which, under the provisions with respect to the byelaws to be made by the undertakers of the Harbours, Docks, and Piers Clauses Act, 1847, incorporated with this Act, the Company may from time to time make, alter, and repeal such byelaws as they think fit for all or any of the following purposes; (that is to say,)

For preventing any part of the dock, quays, yards, and works of the Company specially appropriated by them for any particular trade, business, or purpose being used for any other purpose so as to prevent or interfere with its user for the purpose, for which it is so appropriated: Provided always, that it shall not be lawful for the Company under this enactment to exclude any lighter or river craft from entering or using the dock or any part or parts of the dock appropriated as aforesaid for the purpose of loading or unloading any cargo, or for access to any vessel lying in the dock or any part of the dock so appropriated:

For regulating the times and manner of paying and the places for payment of the rates, rents, and charges payable to the Company:

For preventing the exhibiting or placing on any of the quays of the Company of any goods for sale other than such goods as the Company from time to time think fit to be permitted to be sold there, and other than perishable articles landed on the quays and sold within forty-eight hours of their being landed:

For preventing persons from playing or loitering about in and upon the unenclosed quays and open sheds of the Company to the obstruction of the business of the Company or to the risk or damage of any of the goods there : A.D. 1880.

For providing that the whole of the quays and wharves of the Company abutting upon the dock, and upon which goods are usually landed, shall be used only for the purposes of the business of the Company and the dock :

For regulating the discharging, depositing, and measuring of timber at and in and from the dock, quay, yards, and works of the Company :

For directing, regulating, or preventing the user of fires, candles, and lamps within and upon the dock and quays or on board of any vessel being within the dock or within fifty yards of the entrance to the dock :

For preventing the smoking and lighting of tobacco or any herb or substance whatsoever in any such vessel or in or upon the dock or any of the quays or within the limits of the dock, works, and lands of the Company.

**135.** The byelaws from time to time after the passing of this Act made by the Company, except such as relate solely to the Company or their officers or servants, shall be subject to the provisions of the Harbours, Docks, and Piers Clauses Act, 1847, but no such byelaws, nor any byelaws to be made by the Company under the Harbours, Docks, and Piers Clauses Act, 1847, shall have any force or effect unless and until the same be confirmed by the Board of Trade. Confirmation of byelaws.

**136.** The Company may, in connexion with the dock, appoint and license a sufficient number of persons to be meters and weighers : Provided always, that nothing in this Act contained shall extend to compel any owner or person having the charge of any goods loaded or unloaded to employ the servants or labourers of the Company in weighing or measuring any goods or merchandise, nor to prevent any such owner or person from providing his own weights and measures ; but nothing in this section contained shall entitle any person to enter into the warehouses to be erected by the Company, or to introduce any weighing machines, measures, weights, or other things whatsoever therein, without the consent of the Company. Power to appoint meters and weighers.

**137.** The limits within which the powers of the dock-master for the regulation of the dock shall be exercised shall be the dock, works, and premises of the Company, and a distance of two hundred and fifty yards measured in every direction riverward from the Limits within which dock-master may exercise his authority.

A.D. 1880. — centre (in line with the river wall) of the entrance of the dock, and a distance of twenty yards measured in every direction from the centre of each of the landing-places by this Act directed to be made by the Company in the face of the embankment, but so, nevertheless, that no such power shall be exercised by any dock-master on or over the two plots of land of the Corporation lying to the east and west of the said dock works of the Company or in front of such said two plots of land, or on or over any other property of the Corporation adjoining thereto respectively.

Company may provide steamers, tugs, &c.

**138.** The Company may from time to time build, purchase, contract for, or hire, and may maintain and use, steamers, tugs, lighters, and other ships and boats, and may from time to time fix such rates or charges as may appear to them reasonable for or in respect of the use thereof, and such rates or charges shall be paid by the owner, agent, master, consignee, or other person having charge of any vessel obtaining or demanding the assistance or use of any such steamers, tugs, or lighters, or other ships or boats, to the Company or to the person with whom they may contract, as the case may be, and such rates and charges shall be due and payable whether such steamers, tugs, lighters, or other ships or boats shall be actually employed or not, provided the assistance or use thereof shall have been required, and shall in consequence of such requisition have been tendered by the master or other person having the command of such steamer, tug, lighter, or other ship or boat: Provided always, that nothing in this Act contained shall be deemed or construed to authorise the Company to require any owner, agent, master, consignee, or other person having charge of any vessel, lighter, or river craft to employ, hire, or use any such steamer, tug, lighter, or other ship or boat.

Power for the Company and the Corporation to agree with respect to the construction of the railways, &c.

**139.** Subject to the provisions of this Act, the Company on the one hand, and the Corporation on the other hand, may from time to time enter into and carry into effect contracts, agreements, and arrangements for or with respect to the mode of construction and maintenance of the railways, street, dock, river wall, and works, or any of them, or any part or parts thereof respectively, and the works and conveniences connected therewith, the acquisition and appropriation of lands and property, the contribution of funds, and any incidental matters, and the exercise by the Corporation of the powers by this Act conferred upon the Company with reference to the street and works connected therewith.

If Corporation agree to make new street, &c.,

**140.** If it shall be agreed between the Company and the Corporation that the street and works connected therewith, or any of them, or any part or parts thereof respectively, shall be constructed



by the Corporation, then all the powers by this Act conferred upon the Company for constructing and maintaining the street and works, or so many and such parts thereof respectively as shall be so agreed to be constructed by the Corporation, and for entering upon, taking, and purchasing lands and buildings for the purpose and otherwise in relation thereto, or such of those powers as shall not be excepted or reserved to the Company by the agreement, shall, upon and subject to the terms and conditions of the agreement, be transferred to and become vested in the Corporation as if the same had been by this Act directly conferred upon the Corporation, and may be exercised and enforced by them accordingly.

A.D. 1880.  
 ———  
 certain powers of Act to be exercised by them.

**141.** The scheduled agreement is hereby confirmed and made binding on the Corporation and the Company respectively as if the Company were parties thereto instead of Gerard Smith, Henry Hodge, and Henry Briggs therein mentioned, and as if the same were under the common seal of the Company.

Confirmation of scheduled agreement.

**142.** The Corporation may subscribe and contribute funds not exceeding one hundred thousand pounds towards the making and maintaining of the railways, street, dock, river wall, and works, or any of them, or any part or parts thereof respectively, and may in respect of such subscription and contribution take and hold shares in the capital to be created under the powers of this Act: Provided that the Corporation shall not sell, dispose of, or transfer any of the shares in the Company for which they may subscribe.

Corporation, &c. may subscribe.

**143.** The Corporation may apply any funds and revenues in their hands not specifically applicable to any other purpose in carrying into effect any of the powers conferred on them by this Act, and may raise any moneys they may require in carrying into effect any such powers by the creation and issue of debenture stock charged on the security of all or any of their rates and revenues.

Corporation may apply funds.

**144.** (1.) Debenture stock may be created and issued by the Corporation under this Act, at such times, in such amounts and manner, at such price, on such terms, subject to such conditions, and with such rights and privileges, as the Corporation think fit, and shall be called "Hull Corporation (Railway and Dock) Debenture Stock," and shall bear a fixed and perpetual interest payable half yearly or otherwise, and be redeemable (at the option of the Corporation) at par at such times and on such conditions as the Corporation declare at the time of the issue thereof:

Powers of Corporation in relation to creation and issue of debenture stock.

(2.) The debenture stock and the interest thereon shall be a charge on the rates or revenues specified at the time of the issue

A.D. 1880. — thereof, and the holders of the debenture stock may, if any sums owing to them for interest are in arrear for a period of twenty-one days, enforce payment of the same by the appointment of a receiver, in addition to and without prejudice to any other remedy, and for this purpose section 12 of the Local Loans Act, 1875, shall be deemed to be incorporated herewith, and shall apply in the same manner and to the same extent as if the debenture stock had been created and issued under and subject to the provisions of that Act:

38 & 39 Vict.  
c. 83.

(3.) The debenture stock shall be transferable by deed, and shall have all the incidents of personal estate, but the Corporation shall not be bound to register any transfer except on production of the certificate relating to the stock to be transferred. On any subdivision of stock by transfer the Corporation may, on delivery to them of the original certificate, grant to the transferees new certificates for the sums of stock so transferred: Provided always, that the Corporation shall not be required to register any less amount of stock than twenty pounds:

(4.) The Corporation shall cause entries of the debenture stock from time to time issued by them, and of all transfers thereof, to be made in a register, with the names and addresses of the persons for the time being entitled to the debenture stock and the amounts of their respective holdings:

(5.) No notice of any trust, express, implied, or constructive, shall be entered in the register or be receivable by the Corporation or by any persons who keep the register, and the Corporation shall not be in any way affected by notice of any such trust:

(6.) The register so kept under the provisions of this Act shall be evidence of all matters therein entered under the provisions of this Act, and of the title of persons entered therein as owners of any debenture stock who are mentioned therein as such owners:

(7.) The register shall be accessible for inspection at all reasonable times to holders of the debenture stock without charge:

(8.) The Corporation shall deliver to each holder of debenture stock a certificate stating the amount held by him, and such certificate shall be admitted in all courts as *primâ facie* evidence of the title of such holder, his executors, administrators, successors, or assigns, to the sum therein specified:

(9.) If any such certificate be worn out or damaged, then the same may on the production thereof be cancelled, and a similar certificate may be given to the holder of the stock therein specified, or if any such certificate be lost or destroyed, then, on proof thereof

to the satisfaction of the Corporation, a similar certificate may be given to the holder of the stock specified in the certificate so lost or destroyed, and in either case a due entry of the substituted certificate shall be made in the said register. For every certificate given in pursuance of this section a fee not exceeding two shillings and sixpence may be charged by the Corporation :

A.D. 1880.

(10.) No holder of any portion of the debenture stock shall have any priority or preference by reason of the creation or issue of such portion of stock before the creation or issue of any other portion of stock :

(11.) For the purposes of the Act of the session of the twenty-fourth and twenty-fifth years of Her Majesty's reign, chapter ninety-eight, "to consolidate and amend the Statute Law of England and Ireland relating to indictable offences by forgery," debenture stock issued by the Corporation under this Act shall be deemed to be capital stock of a body corporate within the meaning of that Act.

**145.** All moneys borrowed under this Act by the Corporation shall be paid off and discharged within the period of one hundred years from the date of borrowing the same respectively, and such discharge shall be secured by a sinking fund in manner herein-after mentioned ; that is to say,

Discharge  
of moneys  
borrowed by  
Corporation.

(1.) Such equal yearly or half-yearly sums shall be paid into the sinking fund in each year as being accumulated at compound interest at such rate as in the opinion of the Corporation (regard being had to the securities in which they are authorised to make investments) will at the expiration of one hundred years, and after payment of all expenses, be sufficient to discharge the moneys so borrowed :

(2.) The first of such payments shall be made at the end of one year from the date of the first borrowing of any moneys under this Act :

(3.) All sums paid into the sinking fund shall be, as soon as may be, invested by the Corporation in securities in which trustees are for the time being authorised by law to invest, or in any mortgages, bonds, debentures, or debenture stock of any municipal corporation (including the Corporation), or of any local board, or of any company incorporated by Act of Parliament, and paying dividends on its original capital, and any such investments may be from time to time varied or transposed ; and all dividends or other income received in respect of such investments shall, as soon as may be after they

A.D. 1880.

are received, be paid into the sinking fund and invested by the Corporation in like manner :

- (4.) The Corporation may from time to time apply the sinking fund, or any part thereof, in or towards the discharge of moneys borrowed by them under this Act, and until such moneys are discharged shall not apply the same for any other purpose :
- (5.) Any surplus of the sinking fund remaining after the discharge of the moneys so borrowed shall be paid and applied in such manner as the Corporation may think expedient :
- (6.) Where any part of the sinking fund is invested in any securities of the Corporation, or is applied in paying off any part of the moneys so borrowed before the expiration of the said period of one hundred years, the interest which would otherwise be payable on such securities or on such moneys shall be paid into the sinking fund and invested and accumulated in manner herein provided :
- (7.) If the annual income of the sinking fund is not less than the annual interest payable on so much of the moneys borrowed in respect of which it was created as remains undischarged, the equal annual sums required by this section to be paid into the sinking fund may cease to be so paid :
- (8.) The treasurer of the borough shall, within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or to be paid off by instalments under this section, transmit to the Local Government Board a return, in the form prescribed by that Board, and verified by statutory declaration if so required by them, showing the amount which has been invested or applied for the purpose of such sinking fund during the year next preceding the making of such return, and the description of the securities upon which any investment has been made, and the amount paid off by instalment, and the purposes to which any portion of the sinking fund or investment, or of the sums (if any) accumulated by way of interest, has been applied during the same period, and the total amount, if any, remaining invested at the end of the year, and in the event of any wilful default in making such return he shall be liable to a penalty not exceeding twenty pounds. If it appears to the Local Government Board, by that return or otherwise, that the Corporation have failed to set apart the sum required for the sinking fund, or to pay any instalment, or have applied any

portion of the money set apart for the sinking fund, or of any sums accumulated by way of interest, to any purposes other than those authorised, the Local Government Board may, if they think fit, and after hearing the Corporation if desirous to be heard, by order direct that a sum not exceeding double the amount in respect of which default has been made shall be set apart and invested or applied as part of the sinking fund, and that order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court of Justice. A.D. 1880.

**146.** All moneys borrowed by the Corporation under this Act shall be applied by them to the subscriptions and contributions they are by this Act authorised to make towards the undertaking, and not otherwise, but a person lending money to the Corporation under this Act shall not be bound to inquire as to the observance by them of any provisions of this Act, or be bound to see to the application or be answerable for any loss or non-application of the money lent, or of any part thereof. Protection of lenders from inquiry.

**147.** All mortgages, debentures, debenture stock, and other securities granted, issued, or created by the Corporation, and subsisting at the passing of this Act, shall, during their continuance, have priority of charge on the security therein comprised over all debenture stock issued by the Corporation under this Act. Priority of existing mortgages.

**148.** The Corporation, whilst shareholders of the Company, may by writing under their corporate seal from time to time appoint some person, being a member of the town council of the borough or the town clerk for the time being of the borough, to attend any meeting of the Company, and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings, and may vote thereat in respect of the capital held by the Corporation. Corporation may appoint persons to attend and vote at meetings.

**149.** The Corporation may, if they think fit, in accordance with the scheduled agreement, nominate and appoint two persons, being members of the town council of the borough (whether shareholders of the Company or not), to be directors of the Company in addition to the other directors of the Company for the time being under this Act, and may from time to time remove any such director and appoint another person to be a director of the Company in his stead. Every such appointment and removal of a director shall be by writing under the corporate seal of the Corporation. The Corporation shall, in the event of any vacancy in the Corporation may nominate two directors of Company.

A.D. 1880. — directorate arising by reason of death, resignation, or otherwise of either or both of their nominees, have power from out of the remaining members of the town council of the borough to immediately fill up the vacancy.

Provisions as to transfer of powers relating to dock, &c. to the Dock Company.

**150.** If on or before the 13th day of November 1880 the Dock Company give notice in writing under their common seal to the Company that they are willing and desirous to take upon themselves the obligation of constructing the dock and river wall or embankment by this Act authorised, the following provisions shall have effect; that is to say,

(1.) The Dock Company shall apply to Parliament in the session next after the said 13th day of November for power to construct the said dock and river wall or embankment (instead of the Company), and for the transfer to the Dock Company of the Company's powers of compulsory purchase of the lands requisite for such construction, and shall use their best endeavours to procure the passing of a Bill for that purpose into a law :

(2.) Except as herein-after provided, the Company shall not oppose the said Bill, but, on the contrary, shall by all means in their power support the application of the Dock Company to Parliament for the same :

(3.) The Bill so to be promoted shall provide for the following matters :

(A.) For the transfer at the costs, charges, and expenses of the Dock Company to the Dock Company, upon and subject to the terms and conditions of Articles 16, 17, 18, and 19 of the scheduled agreement, of the land and foreshore referred to in the 16th Article of the said agreement, and which by that last-mentioned article the Company are at liberty to transfer ;

(B.) For securing the completion by the Dock Company of the dock and river wall or embankment within the period of seven years from the passing of the said Bill into a law ;

(C.) For releasing the Company from all obligations in respect to the making of the said dock and river wall or embankment ;

(D.) For securing to the Company upon the same footing with the most favoured company full, free, and uninterrupted access to and use of the said dock, and all rails, sidings, and other works and conveniences connected therewith, upon and subject to terms and conditions to be

agreed between the Company and the Dock Company, or to be determined by arbitration ;

(E.) For securing to the Company, upon fair and impartial terms as to payment and otherwise, the right to the use of sufficient and suitable space, and the right to erect and maintain there all necessary and suitable machinery, appliances, buildings, and conveniences for their traffic and business of every description to, from, and at the dock, and for enabling the Company within such space to conduct such traffic and business without the control of or interference by the Dock Company, but so that the Company shall not in the exercise of the powers so to be conferred upon them interfere with the legitimate business of the Dock Company or the legitimate use of the dock by other companies or persons, and any difference arising between the Company and the Dock Company with reference to any matters in this sub-section shall be determined by an arbitrator to be appointed by the Board of Trade, upon the application of either company, whose decision shall be binding, and the costs of the reference shall be in his discretion, and in determining the payments (if any) to be made by the Company to the Dock Company the arbitrator shall take into account the charges for the time being made by the Dock Company to any other railway company at any of their docks ;

(F.) For limiting the dock tonnage rates and the rates on goods and other rates and charges in respect of the dock to those specified in Schedules A., B., and C. to this Act annexed :

(4.) All the reasonable costs, charges, and expenses of the Company in relation to the Bill so to be promoted as aforesaid by the Dock Company, whether the said Bill shall pass into a law or not, shall be paid to the Company by the Dock Company :

(5.) If the Dock Company shall not give notice to the Company as herein-before provided on or before the 13th day of November 1880, or if having given such notice they shall not make application to Parliament as in this section aforesaid, or if (the Dock Company having made such application) the said Bill to be promoted as aforesaid shall not pass into a law in the session next after the said 13th day of November, the provisions of this section, other than sub-section 4 thereof, shall cease to have effect :

A.D. 1880.

- (6.) The Company shall be at liberty to present a petition to either House or both Houses of Parliament for the purpose of securing the insertion therein of clauses carrying out the provisions herein-before in that behalf referred to, and in respect of any incidental matters affecting the interests of the Company :
- (7.) The Company shall forthwith after the said Bill shall receive the Royal Assent purchase the land and foreshore referred to in Article 16 of the scheduled agreement, but the Dock Company shall pay to the Company all their costs, charges, and expenses of and incidental to such purchase :
- (8.) In the event of the Bill so promoted as aforesaid passing into a law, the Dock Company shall be entitled to all the benefits and be subject to all the obligations and liabilities as to the dock and river wall or embankment and canal contained in the scheduled agreement to which the Company would be entitled or subject respectively if the dock and river wall or embankment and canal were constructed by the Company and not by the Dock Company :
- (9.) If the said Bill shall pass into a law, and the Board of Trade shall upon the representation of the Company certify, under the hand of a secretary or of an assistant secretary of that Board, that the Dock Company are not proceeding with all reasonable despatch so as to secure the completion of the said dock and river wall or embankment within the said period of seven years from the passing of the said Bill into a law, or if the said Dock Company shall not in fact complete the said dock, river wall, or embankment within the said period of seven years, then, unless such failure shall arise from circumstances not within the control of the Dock Company, the want of funds not to be deemed a circumstance beyond their control, then the powers to be conferred upon the Dock Company by the said Bill shall absolutely cease and determine, and the land and foreshore transferred to the Dock Company in accordance with the provisions of this section, together with all works executed by the Dock Company thereon, shall re-vest in the Company, but in that event the Company shall repay to the Dock Company in respect of the said land and foreshore, and of the works executed by them in pursuance of the powers so conferred upon them, such an amount as shall be agreed upon between the two companies, and in default of agreement shall be determined by an arbitrator to be appointed on the appli-



cation of either company by the Board of Trade, and the decision of such arbitrator shall be binding and conclusive as against both companies, and the costs of the arbitration shall be in his discretion, and the Company shall forthwith be at liberty to exercise all the powers and provisions in this Act contained for or in respect of the making and maintenance of the said dock, river wall, or embankment, and otherwise in relation thereto:

A.D. 1880.

(10.) The Dock Company shall not apply for powers to transfer the dock, river wall, or embankment by this Act authorised, and which may be transferred to the Dock Company under this Act, to any company, corporation, body, or person, without first giving the Company the option of purchasing the said dock, river wall, or embankment, and any works connected therewith, for such a sum as may be agreed upon, or as, failing agreement, may be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845.

**151.** Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects, or any rights, powers, or authorities, mentioned in or reserved by sections twenty, twenty-one, and twenty-two of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, her heirs and successors.

Saving rights of Crown under 29 & 30 Vict. c. 62.

**152.** Save as is in this Act otherwise expressly provided, nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights of the Crown in the fore-shore.

**153.** Except as is by this Act expressly provided, nothing in this Act shall take away, diminish, alter, or prejudice any of the rights, powers, privileges, or authorities of the Dock Company.

Saving rights of Dock Company.

**154.** Except as in this Act otherwise expressly provided, nothing contained in this Act or in any of the schedules thereto

Saving rights of Humber Conservancy Commissioners,

A.D. 1880.

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

15 & 16 Vict.  
c. cxxx.,  
31 & 32 Vict.  
c. lviii.,  
34 & 35 Vict.  
c. civ., and  
39 & 40 Vict.  
c. cxxix.

and in land  
and fore-  
shores.

Saving for  
Corporation  
of Hull.

Interest not  
to be paid  
on calls  
paid up.

Deposits for  
future Bills  
not to be  
paid out of  
capital.

Provision for  
Merchant  
Shipping  
Act and  
general Acts.  
17 & 18 Vict.  
c. 104.

Provision as  
to general  
Railway  
Acts.

shall prejudice or alter any of the provisions of the Humber Conservancy Acts, 1852 to 1876, or any of them.

**155.** Nothing contained in this Act or in any of the schedules thereto shall prejudice or alter the title of the Humber Conservancy Commissioners in, to, or over any lands or foreshores held or acquired by them under the said Acts, or any of them, or under any lease or agreement made under the powers thereof or confirmed thereby, or otherwise howsoever.

**156.** Except as is by this Act expressly provided, nothing in this Act shall extend or be construed to extend to take away, lessen, prejudice, alter, or affect any of the estates, powers, rights, privileges, or authorities vested in or exercised or enjoyed by the mayor, aldermen, and burgesses of the borough of Kingston-upon-Hull.

**157.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

**158.** The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

**159.** Nothing in this Act contained shall exempt the dock or the Company from the provisions of the Merchant Shipping Act, 1854, or any general Acts relating to docks, or dues on shipping or on goods carried in ships, now in force or which shall be passed during the present or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the dock rates or duties by this Act authorised.

**160.** Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

fares and charges, or of the rates for small parcels, authorised by A.D. 1880.  
this Act.

**161.** All the costs, charges, and expenses of and incident to the Expenses  
preparing and applying for and the obtaining and passing of this of Act.  
Act, or otherwise in relation thereto, shall be paid by the Company.

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

DOCK TONNAGE RATES.

For every Vessel coming to or going between the Port of Hull and the under-mentioned Ports and Places.

	Per ton register.	
	s.	d.
Great Grimsby - - - - -	0	1
All other ports to the northward of Yarmouth in Norfolk, and being also to the southward of the Holy Island - - - - -	0	2
Any port or place between the North Foreland and Shetland on the east side of England, except as above - - - - -	0	3
For every ship or vessel trading between the said port and any other port or place in Great Britain not before described - - - - -	0	5
Any port or place in Denmark, Sweden, or Norway, below Elsinore, or any port or place in Germany, Holland, Flanders, France, to the eastward of Ushant, Ireland, the islands of Guernsey and Jersey - - - - -	0	6
Any port or place in the Baltic Seas, and all other ports or places above the Sound - - - - -	1	0
Any island or port or place in Europe to the westward of Ushant, without the Straits of Gibraltar - - - - -	1	0
Every port or place in the West Indies, North or South America, Africa, Greenland, or any place to the eastward of the North Cape of Norway. All places within the Straits of Gibraltar, and all islands and places in the ocean to the southward of Cape St. Vincent not herein-before named - - - - -	1	4½
Every port or place in the East Indies, Australia, all islands and places in the Pacific Ocean, the North and South Pacific Oceans, the Great Southern Ocean, the Indian Ocean, and all other places in Africa, Asia, or America to the eastward of the Cape of Good Hope and to the westward of Cape Horn - - - - -	1	4½

SCHEDULE B.

RATES ON GOODS, &c.

	Per	I.		II.		III: Rent per Week.	
		Inward.	Outward.	Outward.	per Week.		
		s.	d.	s.	d.	s.	d.
Acids:—							
Small case or carboy, under 5 feet - each		0	3	0	2		
Cases above 5 feet - each		0	4	0	2½		
Butt or puncheon - each		0	10	0	6	0	3
Hogshead - each		0	5	0	2½	0	1½

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
		Per	s. d.	s. d.	s. d.	per	Week.	
			s. d.	s. d.	s. d.	s. d.	s. d.	
<b>Acorns:—</b>								
In bulk	- - - -	ton	1 0	0 4	0 6			
In bags	- - - -	ton	1 0	0 4	0 4			
<b>Agates:—</b>								
Set	- - - -	package	0 8	0 4	0 4			
Rough	- - - -	package	0 6	0 4	0 4			
Albumen	- - - -	ton	1 0	0 8	0 6			
Ale, porter, or beer	- - - -	butt or puncheon	0 6	0 2 $\frac{2}{3}$	0 3			
" "	" - - -	hogshead	0 3	0 1 $\frac{1}{3}$	0 1 $\frac{1}{2}$			
" "	" - - -	barrel	0 2	0 0 $\frac{2}{3}$	0 1			
" "	" - - -	smaller cask	0 1	0 0 $\frac{1}{3}$	0 0 $\frac{1}{2}$			
Bottled in packages	- - - -	dozen bottles	0 0 $\frac{1}{2}$	0 0 $\frac{1}{3}$	0 0 $\frac{1}{4}$			
Alkali	- - - -	ton	0 6	0 4	0 3			
Alkanet root	- - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$			
Almonds.	<i>See Fruit, dried.</i>							
Aloes	- - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$			
Assafœtida	- - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$			
Alum	- - - -	ton	0 6	0 4	0 3			
<b>Alva marina:—</b>								
Pressed packed	- - - -	ton	0 10	0 6 $\frac{2}{3}$	0 5			
Not "	- - - -	ton	1 0	0 6 $\frac{2}{3}$	0 6			
Amber and beads of, in packages under 10 feet.		each	0 3	0 2	0 1			
Rough	- - - -	ton	1 0	0 6 $\frac{2}{3}$	0 4			
<b>Ammonia:—</b>								
Spirits of	- - - -	carboy	0 3	0 2				
Sulphate of	- - - -	ton	0 10	0 6 $\frac{2}{3}$	0 3			
Ammoniacal liquor	- - - -	ton	—	0 4				
Anchovies	- - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$			
Angelica root	- - - -	ton	1 0	0 6 $\frac{2}{3}$	0 5			
Animal charcoal	- - - -	ton	0 10	0 6 $\frac{2}{3}$	0 3			
<b>Animals:—</b>								
Bears	- - - -	each	1 0	0 8				
Lions	- - - -	each	1 0	0 8				
Tigers	- - - -	each	1 0	0 8				
Cubs	- - - -	each	0 6	0 4				
Annatto	- - - -	ton	1 0	0 8	0 5			
Aniline	- - - -	ton	1 0	0 6 $\frac{2}{3}$	0 6			
Anthracine	- - - -	ton	1 0	0 6 $\frac{2}{3}$	0 6			
Antimony	- - - -	ton	0 10	0 6 $\frac{2}{3}$	0 2			
Ore	- - - -	ton	0 10	0 5 $\frac{1}{2}$	0 2			
Antipetrein	- - - -	ton	0 9	0 5 $\frac{1}{2}$	0 3			
Apples.	<i>See Fruit, green.</i>							
Aquafortis.	<i>See Vitriol.</i>							
Archilla weed	- - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$			
Argol	- - - -	ton	0 10	0 5 $\frac{1}{3}$	0 5			

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Rent	per Week.		
		s.	d.	s.	d.	s.	d.
Arrow root - - - - -	ton	1	0	0	8	0	6
Arsenic - - - - -	ton	1	0	0	8	0	6
Ashes, pot or pearl - - - - -	ton	0	6	0	5½	0	3
Asphalt - - - - -	ton	0	8	0	5	0	2
Asses - - - - -	each	1	0	0	6		
Bacon and hams, in packages - - - - -	ton	1	0	0	5½	0	5
Bagging - - - - -	piece	0	1	0	0½	0	0½
In pieces not exceeding 87 lbs. - - - - -	each	0	0½	0	0½	0	0½
Baggage. See Cases, &c. of goods.							
Bags :—							
Empty - - - - -	score	0	1	0	0½	0	0½
Single gunny - - - - -	score	0	0½	0	0	0	0¼
Double gunny - - - - -	score	0	1	0	0½	0	0¼
Single mat - - - - -	score	0	1	0	0½	0	0½
Double mat - - - - -	score	0	2	0	1½	0	1
Fish basses - - - - -	120	0	2	0	1½	0	1
Guano - - - - -	score	0	0½	0	0½	0	0¼
Rice, small size - - - - -	120	0	3	0	2		
New, in bales - - - - -	ton	1	6	1	0		
Which have contained grain stored or delivered by the Company - - - - -	100	—	—	—	—	0	0½
Bales, cases, and other packages of cottons, linens, or woollens :—							
Not exceeding 8 feet - - - - -	package	0	2	0	1	0	1
Upwards of 8 to 25 feet - - - - -	package	0	3½	0	2	0	1½
„ 25 to 55 feet - - - - -	package	0	5	0	3	0	3
„ 55 to 80 feet - - - - -	package	0	6½	0	4	0	4
„ 80 to 130 feet - - - - -	package	0	8	0	4	0	6
And for every additional 50 feet or portion thereof, a progressive increase in the rates of charges of - - - - -		0	1½	—	—	0	2
West Indian, under 8 feet - - - - -	package	0	0½	—	—		
Cotton warp or cops :—							
Not exceeding 60 feet - - - - -	package	0	5	0	3	0	4
Exceeding 60 feet - - - - -	package	0	6½	0	4	0	5
Ballast - - - - -	ton	0	6	0	4	0	1
Balsam - - - - -	cwt.	0	1	0	0½	0	0½
Bamboos - - - - -	ton	1	6	1	0	0	9
Bark :—							
Medicinal - - - - -	cwt.	0	1	0	0½	0	0½
Extract - - - - -	ton	0	8	0	6½	0	6
Tanners' - - - - -	ton	0	8	0	6	0	6
Barley, in bulk. See Grain.							
Pot or Pearl - - - - -	ton	0	10	0	6½	0	3
Barrows, sack - - - - -	each	0	1	0	0½	0	0½
Barytes - - - - -	ton	0	10	0	6	0	5

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
		Per	s.	d.	s.	d.	per Week.	
			s.	d.	s.	d.	s.	d.
Baskets, fancy.	<i>See Toys.</i>							
Bottle	- - - -	dozen	0	2	0	1½	0	0½
Common, loose	- - - -	dozen	0	2	0	1½	0	2
Eel crawls	- - - -	each	0	0½	0	0½	0	0¼
Scuttles	- - - -	dozen	0	3	0	2	0	3
Skips	- - - -	dozen	0	4	0	2½	0	4
Beads.	<i>See Bugles.</i>							
Beans.	<i>See Grain.</i>							
Beadsteads or beds	- - - -	each	0	3	0	1½	0	2
Beef and pork, salted	- - - -	tierce	0	2	0	1	0	1
"	- - - -	barrel	0	1½	0	0¾	0	0½
"	in other packages.	<i>See Bacon.</i>						
Beer, spruce	- - - -	keg	0	1	0	0½	1s. per	100
"	in larger casks.	<i>See Spirits.</i>						
Bees' wax	- - - -	ton	1	0	0	6½	0	6
Bellows (smith's).	<i>See Iron in packages.</i>							
Benzole	- - - -	butt, pipe, or pun.	0	10	0	5½		
"	- - - -	hhd.	0	5	0	2½		
"	- - - -	barrel or ¼ cask	0	3	0	2		
Berries, juniper or bay	- - - -	ton	1	0	0	8	0	5
Bichrome	- - - -	ton	0	6	0	6	0	6
Biscuits:—								
Rusks	- - - -	barrel	0	3	0	2	0	1½
Rusks	- - - -	keg	0	2	0	1½	0	1
Ship	- - - -	ton	1	0	0	5½	0	5
Soda	- - - -	ton	1	0	0	8	0	6
Lunch	- - - -	ton	1	0	0	8	0	6
Bismuth	- - - -	ton	1	0	0	8	0	6
Bi-sulphate of carbon	- - - -	ton	0	10	0	6½	0	3
Bitumen	- - - -	ton	0	8	0	5½	0	6
Blacking.	<i>See Cases, &amp;c.</i>							
Bleaching powder	- - - -	ton	0	8	0	5½	0	3
Blood	- - - -	barrel	0	2	0	1½		
Boats, small	- - - -	each	1	0	0	8	0	6
Large	- - - -	each	1	6	1	0	0	6
Boats, life	- - - -	each	3	0	2	0	1	0
Steam launches or cutters and yachts		ton	1	6	1	0		
Bobbins.	<i>See Cases and casks.</i>							
Bones	- - - -	ton	0	8	0	4	0	3
Ash, dust or powder	- - - -	ton	0	8	0	5	0	3
Horn sloughs	- - - -	ton	0	8	0	5½	0	3
Shank	- - - -	ton	1	0	0	6½	0	4
Dissolved.	<i>See Lime phosphates.</i>							
Bone size	- - - -	ton	0	10	0	6½	0	4
Books	- - - -	cwt.	0	1	0	0¾	0	1

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Outward.	Rent		
		s.	d.	s.	d.	s.	d.
Boots and shoes. <i>See Cases, &amp;c. of goods.</i>							
Borax and boracic acid - - -	ton	0	10	0	8	0	5
Bottles, empty, glass or stone - - -	hhd.	0	5	0	3½	0	3
Case not exceeding 2 dozen each package -		0	0½	0	0½	0	0¼
Mat, hamper, or crate, not exceeding 12 dozen each package - - -		0	2	0	1½	0	1
1 to 10 gallons - - -	each	0	1	0	0¾	0	0½
Empty, pints or quarts - - -	loose	—	—	—	—	—	—
„ - - -	gross	0	4	0	2		
Bran, pollard, oat dust, and sharps - - -	ton	0	9	0	6	0	5
In bulk - - -	ton	—	—	—	—	0	6
Brass, pipes, tubes, or sheets - - -	ton	1	0	0	6¾	0	4
Bricks, bath or fire - - -	1,000	1	2	0	6	0	6
„ in casks - - -	ton	0	8	0	5½	0	2
Clinker or common - - -	1,000	1	2	0	4	0	6
Floors, flues, &c. - - -	ton	0	8	0	5½	0	2
Wood for paving - - -	ton	1	0	0	8	0	6
Brimstone - - -	ton	0	10	0	5½	0	2
Bristles - - -	ton	1	0	0	8	0	5
Bronze powder - - -	cwt.	0	1	0	0¾	0	0¼
Brooms, birch or heather - - -	dozen	0	0½	0	0½		
Brushes, loose - - -	dozen	0	2	0	1½	0	0½
Buckets - - -	dozen	0	3	0	2	0	1
Iron or zinc - - -	dozen	0	2	0	1½	0	1
Buck wheat. <i>See Grain.</i>							
Buck wheat husks - - -	ton	0	9	0	6	0	5
Bugles and beads:—							
Not exceeding 10 feet - - -	package	0	3	0	2	0	1
Exceeding 10 feet and not exceeding 20 feet - - -	package	0	4	0	2¾	0	2
Exceeding 20 feet - - -	package	0	5	0	3½	0	3
Builders' materials. <i>See Materials.</i>							
Bullion, plate, coin, and watches - - -	package	1	0	0	4		
Bullrushes - - -	load 63 bundles	0	10	0	5½	0	4
Buoys - - -	ton	1	6	0	5½	1	0
Buoy and rope (ship's) - - -	each	0	2	0	1½	0	1
Butter - - -	ton	1	0	0	10	0	6
Calmus root - - -	cwt.	0	1	0	0¾	0	0½
Camels' hair, common. <i>See Wool.</i>							
Fine - - -	cwt.	0	1	0	0¾	0	0½
Camomile flowers - - -	cwt.	0	1	0	0¾	0	0½
Camphine. <i>See Turpentine, spirits of.</i>							
Camphor - - -	cwt.	0	1	0	0¾	0	0½
Candles - - -	ton	1	8	1	1½	0	6
Canella alba - - -	cwt.	0	1	0	0¾	0	0½



[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

	Per	I.		II.		III.		A D. 1880
		Inward.	Outward.	per Week.	Rent			
		s.	d.	s.	d.	s.	d.	
Canes, common rattan - - -	ton	1	6	1	0	0	9	
Canes or walking sticks, loose	dozen	0	2	0	1½	0	1	
Small bundle - - -	-	0	2	0	1½	0	1	
In large packages, as cases, casks, &c.								
Cans, tin or carding tins - - -	dozen	0	3	0	2	0	3	
Cantharides - - - - -	cwt.	0	1	0	0⅔	0	0½	
Canvas, loose - - - - -	bolt	0	0½	0	0⅞	0	0¼	
Caoutchouc - - - - -	cwt.	0	1	0	0⅔	0	0½	
Capers - - - - -	cwt.	0	1	0	0⅔	0	0½	
Carbon, bi-sulphate. <i>See Bi-sulphate.</i>								
Black. <i>See Cases and casks.</i>								
Carcases :—								
Beef - - - - -	quarter	0	3	0	2	0	3	
Pigs - - - - -	each	0	2	0	1½	0	1	
Sheep and lambs - - - - -	each	0	1	0	0⅔	0	1	
Venison - - - - -	each	0	2	0	1½	0	1	
Calves - - - - -	each	0	2	0	1½	0	1	
Cardamoms - - - - -	cwt.	0	1	0	0⅔	0	0½	
Carraway seed - - - - -	ton	0	10	0	6⅔	0	4	
Carriages, coaches, or fire-engines :—								
4 wheels - - - - -	each	3	0	1	8	1	6	
2 wheels - - - - -	each	2	0	1	0	1	0	
Small, 4 wheels, under 30 in. - - - - -	each	2	0	1	0	1	0	
Sledge - - - - -	each	1	6	0	8	0	6	
Chaise, invalids - - - - -	each	1	0	0	4	0	6	
Chaise, child's wicker - - - - -	each	0	2	0	1½	0	1	
Fire-escapes, 2 wheels - - - - -	each	2	0	1	4	1	0	
Railway, whole or in parts - - - - -	ton	1	0	0	8	0	6	
Bicycles - - - - -	each	0	2	0	1½	0	1	
Carrots, loose or in bags - - - - -	ton	0	10	0	5⅓	0	6	
Carts and waggons :—								
4 wheels - - - - -	each	2	6	1	4	1	0	
2 wheels, large - - - - -	each	1	6	0	8	0	6	
2 wheels, small - - - - -	each	1	0	0	4	0	4	
Hand - - - - -	each	0	3	0	2	0	2	
Cart or gig shafts - - - - -	pair	0	1	0	0⅔	0	0½	
Cases, casks, and other packages of goods not enumerated :—								
Under 5 feet - - - - -	package	0	1	0	0⅔	0	0½	
5 feet and under 10 feet - - - - -	package	0	2	0	1½	0	1	
10 feet and under 20 feet - - - - -	package	0	3	0	2	0	2	
20 feet and under 50 feet - - - - -	package	0	5	0	2⅔	0	3	
50 feet and under 80 feet - - - - -	package	0	7	0	4	0	4	
And for every additional 40 feet or portion thereof a progressive increase in the rates of charges of - - - - -	-	0	3	0	2	0	2	

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Rent	per Week.		
		s.	d.	s.	d.	s.	d.
Cases, boxes, or crates, empty:—							
Under 10 feet	each	0	0½	0	0½	0	0½
10 feet and under 20 feet	each	0	1	0	0¾	0	1
20 feet and under 50 feet	each	0	2	0	1½	0	1½
50 feet and under 80 feet	each	0	4	0	2	0	2
80 feet and under 130 feet	each	0	6	0	2¾	0	3
And for every additional 40 feet or portion thereof a progressive increase in the rates of charges of							
		0	2	0	1½	0	1
Casks, empty, butt, pipe, pun., hhd., or tierce	each	0	1	0	0¾	0	1
Barrel or ¼ cask	each	0	0½	0	0½	0	0½
Keg or small cask	each	0	0¼	0	0⅙	0	0¼
Cassia	cwt.	0	1	0	0¾	0	0½
Cattle, viz.:—Horses	each	1	6	1	0		
Ponies, mules, and asses	each	1	0	0	6		
Antelopes or deer	each	0	6	0	2		
Dogs	each	0	4	0	2¾		
						Rent in Pens or Sheds* 1st 24 hrs.	
Oxen, cows, and grass calves	each	1	0	0	8	0	4
Calves	each	0	2	0	1½	0	2
Lambs	each	0	2	0	0¾	0	1
Sheep	each	0	2	0	0¾	0	1
Pigs	each	0	2	0	0¾	0	1
Goats	each	0	2	0	0¾	0	1
						Rent per Week.	
Cattle food	ton	0	10	0	6¾	0	3
Caviare	cwt.	0	1	0	0¾	0	0½
Cement	ton	0	8	0	5½	0	4
Stone or unground, in bulk	ton	0	8	0	5½	0	4
Chairs	dozen	0	6	0	4	0	3
Common cane, garden or camp stools	dozen	0	3	0	2	0	2
Chalk:—							
Common	ton	0	6	0	4	0	2
	In open yard,	ton	—	—	—	0	1
French	ton	1	0	0	8	0	5
Charcoal:—							
Animal	ton	0	10	0	6¾	0	3
Vegetable.	<i>See Cases, &amp;c.</i>						
Cheese	ton	1	0	0	5½	0	6
Chemicals	cwt.	0	1	0	0¾	0	0½
Chicory and root	ton	1	0	0	6¾	0	5
Chillies		0	1	0	0¾	0	0¼

\* Half the above rental in addition may be charged for each night after the first 24 hours.

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
		s.	d.	s.	d.	s.	d.	
Per						per Week.		
China ware.	<i>See Cases, &amp;c.</i>							
Chocolate	- - - - - ton	1	0	0	8	0	6	
Chrome ore	- - - - - ton	0	8	0	5½	0	3	
	In open yard, ton	—	—	—	—	0	1½	
Cider.	<i>See Ale and beer.</i>							
Cigars:—								
	In packages under 56 lbs. - package	0	2	0	1½	0	1	
	In packages above 56 lbs. and under 1 cwt. - package	0	3	0	2	0	2	
	1 cwt. and under 2 cwt. - package	0	4	0	2¾	0	2	
	2 cwt. and under 3 cwt. - package	0	6	0	4	0	3	
	3 cwt. and above - cwt.	0	2	0	1½	0	1	
Cinnamon	- - - - - cwt.	0	1	0	0¾	0	0½	
Citron:—								
	In salt - - - - - pipe	0	10	0	4	0	3	
	In salt - - - - - hogshead	0	5	0	2¾	0	1½	
Clamps.	<i>See Bricks, floors, &amp;c.</i>							
Clay:—								
	China, fire or pipe - - - - - ton	0	8	0	5½	0	4	
	Draining pipes or tiles - - - - - ton	0	10	0	6¾	0	5	
	Retorts - - - - - ton	1	0	0	8	0	6	
	Tiles, common - - - - - 1,000	1	0	0	6	0	6	
Cliff stone	- - - - - ton	0	6	0	4	0	2	
	In open yard, ton	—	—	—	—	0	1	
Clocks.	<i>See Toys.</i>							
Clover seed	- - - - - ton	0	10	0	6	0	4	
Cloves	- - - - - cwt.	0	1	0	0¾	0	0½	
Coal	- - - - - ton	0	6	0	1			
Coal dust for foundries, &c.	- - - - - ton	0	8	0	5½	0	3	
Cobalt	- - - - - box	0	2	0	1½	0	1	
Ore	- - - - - ton	1	0	0	8	0	3	
Cochineal	- - - - - cwt.	0	1	0	0¾	0	0½	
Cocoa	- - - - - ton	1	0	0	8	0	5	
Cocoa-nut husks	- - - - - ton	0	10	0	6¾	0	5	
Codilla.	<i>See Flax, &amp;c.</i>							
Coffee	- - - - - ton	0	10	0	8	0	5	
Coir:—								
	Rough, press packed - - - - - ton	1	0	0	4	0	5	
	Yarn and rope - - - - - ton	1	0	0	8	0	5	
	Matting, in bales or bundles, as bales, cases, &c.							
Coke and cinders	- - - - - ton	0	6	0	2			
Colours, painters'	- - - - - ton	1	0	0	8	0	5	
Confectionery	- - - - - cwt.	0	1	0	0¾	0	0½	
Copper:—								
	Ingots and ore - - - - - ton	0	10	0	6¾	0	3	

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.		Outward.		Rent	
		s.	d.	s.	d.	per Week.	
		s.	d.	s.	d.	s.	d.
<b>Copper:—</b>							
Nails, sheets, pipes, and tubes	ton	1	0	0	6 $\frac{2}{3}$	0	4
Sheets and bolts, old	ton	0	8	0	5 $\frac{1}{3}$	0	4
Sulphate of	ton	0	10	0	6 $\frac{2}{3}$	0	4
Pyrites	ton	0	8	0	5 $\frac{1}{3}$	0	2
	In open yard, ton	—		—		0	1
Coppers and stills	ton	1	0	0	8	0	6
Copperas	ton	0	10	0	5 $\frac{1}{3}$	0	4
Coprolites	ton	0	10	0	6 $\frac{2}{3}$	0	4
Cork	ton	1	0	0	8	0	9
Fenders	each	0	0 $\frac{1}{2}$	0	0 $\frac{1}{3}$	0	0 $\frac{1}{2}$
Corks	cwt.	0	2	0	1 $\frac{1}{3}$	0	1
Corn dressing machines.	<i>See Machines.</i>						
Cotton wool	ton	0	6	0	2 $\frac{2}{3}$	0	4
Cotton waste	ton	0	10	0	5 $\frac{1}{3}$	0	5
Cotton seed.	<i>See Grain and seed.</i>						
Cowries	ton	0	10	0	6 $\frac{2}{3}$	0	4
Cranberries	pipe or puncheon	0	8	0	4	0	3
	hogshead	0	5	0	2	0	2
	anker or barrel	0	2	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
	half „ or keg	0	1	0	0 $\frac{1}{3}$	0	0 $\frac{1}{2}$
Crash	ton	0	10	0	5 $\frac{1}{3}$	0	4
Crates, empty.	<i>See Cases, &amp;c., empty.</i>						
Cream of tartar	ton	1	0	0	5 $\frac{1}{3}$	0	5
Creosote.	<i>See Spirits, tar.</i>						
Crucibles	hogshead	0	8	0	4	0	4
	tierce	0	6	0	2 $\frac{2}{3}$	0	3
Cryolite	ton	0	8	0	5 $\frac{1}{3}$	0	3
Cucumbers.	<i>See Fruit, green.</i>						
Cudbear	ton	1	0	0	6 $\frac{2}{3}$	0	6
Cutch	ton	0	10	0	6 $\frac{2}{3}$	0	5
Dates.	<i>See Fruit, dried.</i>						
Deer	each	0	6	0	2		
Divi divi	ton	0	9	0	6 $\frac{2}{3}$	0	6
Dogs	each	0	4	0	2 $\frac{2}{3}$		
Drills, agricultural.	<i>See Carts, &amp;c.</i>						
Dross, iron	ton	0	6	0	4	0	2
Drugs, not otherwise enumerated	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Dye wares, liquid or dry, not otherwise enumerated	ton	1	0	0	6 $\frac{2}{3}$	0	6
<b>Earthenware:—</b>							
Loose	ton	0	10	0	6 $\frac{2}{3}$	0	8
<b>Earthenware:—</b>							
In packages 5 feet and under	each	0	1	0	0 $\frac{1}{2}$	0	0 $\frac{1}{2}$
Above 5 feet and under 10 feet	each	0	1 $\frac{1}{2}$	0	1	0	1

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.		A.D. 1880.
		Inward.	Outward.	per Week.	Rent			
		s.	d.	s.	d.	s.	d.	
<i>Earthenware—continued.</i>								
10 feet and under 20 feet	- - each	0	2½	0	1½	0	2	
20 feet and under 50 feet	- - each	0	4	0	2	0	3	
Above 50 feet	- - each	0	6	0	2	0	4	
Earth, fullers', green or blue	- - ton	0	8	0	5½	0	4	
<i>Eau de Cologne:—</i>								
In packages not exceeding 1 foot								
	each package	0	2	0	1½	0	1	
In packages above 1 foot and not exceeding 5 feet	- each package	0	4	0	2½	0	2	
In packages above 5 feet	- - each	0	6	0	2½	0	3	
<i>Eggs:—</i>								
In packages under 5 feet	- - each	0	2	0	1½	0	1	
In packages 5 and under 10 feet	- - each	0	3	0	2	0	1½	
In packages 10 and under 20 feet	- - each	0	5	0	2	0	2	
Elephants' teeth	- - cwt.	0	1	0	0½	0	0½	
Emery	- - ton	1	0	0	8	0	4	
Epsom salts	- - ton	1	0	0	8	0	4	
<i>Esparto or Spanish grass:—</i>								
In bales, bundles, or packages	- ton	1	0	0	8			
Loose	- - ton	1	0	0	8			
<i>Essences or essential oils, in packages not exceeding 1 foot</i>								
	- - package	0	2	0	1½	0	1	
Do. above 1 foot and not exceeding 5 feet	- - package	0	4	0	2½	0	2	
In packages above 5 feet	- - each	0	6	0	4	0	3	
Feathers, bed	- - cwt.	0	2	0	1½	0	1	
Fellspar	- - ton	0	9	0	6	0	2	
Felt	- - ton	0	10	0	5½	0	5	
<i>Fibre, not otherwise enumerated, in bales or packages</i>								
	- - ton	1	0	0	8	0	5	
Loose	- - ton	1	0	0	8			
<i>Fire-arms. See Hardware, in packages.</i>								
<i>Fire-escapes. See Carriages.</i>								
<i>Fish:—</i>								
<i>Salmon, halibut, mackerel, and lobsters,</i>								
in boxes under 4 feet	- - each	0	2	0	1½			
4 and under 8 feet	- - each	0	4	0	2½			
8 feet and upwards	- - each	0	6	0	4			
Salmon, in small kits	- - each	0	1	0	0½			
Salmon, lobsters, &c., preserved	- cwt.	0	1	0	0½	0	0½	
Smelts	- - basket	0	1	0	0½			
"	- - in large baskets	0	6	0	4			
<i>Fish:—</i>								
Oysters and shrimps	- bag or small basket	0	3	0	1½			

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.		Outward.		Rent	
		s.	d.	s.	d.	s.	d.
<i>Fish—continued.</i>							
Oysters and shrimps - barrel or large basket		0	4	0	2 $\frac{2}{3}$		
„ - - tierce or drum		0	8	0	5 $\frac{1}{3}$		
Cockles and mussels - - small bag		0	0 $\frac{3}{4}$	0	0 $\frac{1}{3}$		
Soles, turbot, brill, and sturgeon, loose cwt.		0	2	0	1		
Haddock, plaice, skate, or other offal fish,							
loose - - - - cwt.		0	1 $\frac{1}{2}$	0	0 $\frac{2}{3}$		
Cod and ling, loose - - - - score		0	3	0	0 $\frac{2}{3}$		
Herrings, in bulk - - - - last		2	0	1	0		
„ barrel - - - - each		0	1	0	0 $\frac{2}{3}$		
„ $\frac{1}{2}$ or $\frac{1}{4}$ barrel - - - - each		0	0 $\frac{3}{4}$	0	0 $\frac{1}{3}$		
„ dried or smoked - - - - ton		1	6	0	6 $\frac{2}{3}$	0	6
<i>Flax, hemp, codilla, and tow :—</i>							
Flax in bobbins, or in mats or bales - ton		0	8	0	5 $\frac{1}{3}$	0	4
Loose - - - - ton		0	8	0	5 $\frac{1}{3}$	0	6
In bales, about 2 cwt. each - ton		0	6	0	4 $\frac{2}{3}$	0	4
Hemp, in bales about 5 cwt. each - ton		0	8	0	5 $\frac{1}{3}$	0	4
In large bales - - - - ton		0	8	0	5 $\frac{1}{3}$	0	4
Loose - - - - ton		0	8	0	5 $\frac{1}{3}$	0	4
Yarn - - - - ton		0	10	0	5 $\frac{1}{3}$	0	4
Bands - - - - ton		0	8	0	5 $\frac{1}{3}$	0	5
Codilla or tow, in mats or bales, press							
packed - - - - ton		0	8	0	5 $\frac{1}{3}$	0	4
Bales not press packed - - - - ton		0	8	0	5 $\frac{1}{3}$	0	6
Loose or in single bobbins - - - - ton		0	8	0	5 $\frac{1}{3}$	0	6
<i>Fleshings. See Spetches.</i>							
Flocks - - - - ton		0	10	0	6 $\frac{2}{3}$	0	5
Flour and farina, fine - - - - ton		0	6	0	2 $\frac{2}{3}$	0	2 $\frac{1}{2}$
Common or thirds, as meal.							
<i>Floor cloth. See Oil cloth.</i>							
<i>Fruit, green, viz. :—</i>							
Bilberries, cherries, currants, pears, plums, walnuts, &c., in packages							
under 1 bushel - each score packages		0	6	0	5 $\frac{1}{3}$	0	3
1 bushel and upwards - - - - ton		1	0	0	8	0	5
Apples, loose - - - - quarter		0	2	0	1		
In packages - - - - ton		0	6	0	4	0	4
Olives - - - - barrel		0	2	0	0 $\frac{2}{3}$	0	1
„ - - - - keg		0	1	0	0 $\frac{1}{3}$	0	0 $\frac{1}{2}$
Oranges and lemons - - - - chest		0	3	0	1 $\frac{1}{3}$	0	1 $\frac{1}{2}$
Box exceeding 120 pounds - each		0	1 $\frac{1}{2}$	0	1	0	1
„ not exceeding 120 pounds - each		0	1	0	0 $\frac{2}{3}$	0	0 $\frac{3}{4}$
Grapes - - - - barrel or box		0	1	0	0 $\frac{2}{3}$	0	1
„ in small packages - - - - score		0	8	0	5 $\frac{1}{3}$	0	4
Pine apples - - - - score		1	0	0	8	0	6

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
Per		s.	d.	s.	d.	s.	d.	per Week.
<b>Fruit, green, viz. :—</b>								
Cabbages, loose	- - - - -	score	0 1	0 0 $\frac{2}{3}$	0 1	0 1		
Horse radish	- - - - -	score bundles	0 2	0 1 $\frac{1}{3}$	0 1	0 1		
Cabbages and horse radish, in packages	- - - - -	ton	1 0	0 8	0 4	0 4		
<b>Fruit, dried, viz. :—</b>								
Almonds	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$		
"	in packages under 35 pounds	score	0 5	0 3 $\frac{1}{3}$	0 2	0 2		
Currants	- - - - -	ton	1 0	0 6 $\frac{2}{3}$	0 4	0 4		
Dates, figs, plums, prunes, and raisins, in casks	- - - - -	ton	1 0	0 6 $\frac{2}{3}$	0 4	0 4		
In drums, boxes, frails, or baskets under 10 pounds each	- - - - -	score	0 3	0 2	0 1	0 1		
10 and under 20 pounds each	- - - - -	score	0 4	0 2 $\frac{2}{3}$	0 1 $\frac{1}{2}$	0 1 $\frac{1}{2}$		
20 " 35 pounds each	- - - - -	score	0 5	0 3 $\frac{1}{3}$	0 2	0 2		
35 " 70 pounds each	- - - - -	score	0 7	0 4 $\frac{2}{3}$	0 3	0 3		
70 " 112 pounds each	- - - - -	score	0 9	0 6	0 4	0 4		
112 pounds and upwards	- - - - -	ton	1 0	0 6 $\frac{2}{3}$	0 4	0 4		
Orange and lemon peel	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$		
In pickle. <i>See Spirits.</i>								
Furniture. <i>See Toys.</i>								
Furs	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 1	0 1		
Galls	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$		
Gambier	- - - - -	ton	0 10	0 6 $\frac{2}{3}$	0 5	0 5		
Game, in packages, as Salmon.								
Ganister	- - - - -	ton	0 8	0 5 $\frac{1}{3}$	0 4	0 4		
Garancine	- - - - -	ton	0 8	0 5 $\frac{1}{3}$	0 4	0 4		
Gentian root	- - - - -	ton	1 0	0 8	0 6	0 6		
Gig shafts	- - - - -	pair	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$		
Ginger	- - - - -	ton	1 8	0 8	0 10	0 10		
<b>Glass, common window :—</b>								
In packages under 5 feet	- - - - -	package	0 1	0 0 $\frac{2}{3}$	0 1	0 1		
5 and under 10 feet	- - - - -	package	0 2	0 1 $\frac{1}{3}$	0 1	0 1		
10 and under 20 feet	- - - - -	package	0 3	0 2	0 2	0 2		
Broken or ground, in packages	- - - - -	ton	1 0	0 8	0 3	0 3		
" loose	- - - - -	ton	1 0	0 8				
Plate	- - - - -	ton	1 0	0 8				
Dross	- - - - -	ton	0 6	0 4	0 2	0 2		
Manufactures of, in packages under 10 feet	- - - - -	each	0 3	0 2	0 1	0 1		
10 feet and under 20 feet each	- - - - -	each	0 4	0 2 $\frac{2}{3}$	0 2	0 2		
Above 20 feet. <i>See Cases, casks, &amp;c.</i>								
Glucose	- - - - -	ton	0 10	0 8	0 3	0 3		
Glue	- - - - -	ton	1 0	0 6 $\frac{2}{3}$	0 5	0 5		
Glycerine	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$		
Goats	- - - - -	each	0 2	0 0 $\frac{2}{3}$				

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Rent	per Week.		
		s.	d.	s.	d.	s.	d.
Grain and seed :—							
Barley and buckwheat	- per qr. 448 lbs.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{2}{3}$
Beans, peas, and tares	- per qr. 504 lbs.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{2}{3}$
Oats	- per qr. 336 lbs.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{2}{3}$
Wheat, maize, and rye	- per qr. 480 lbs.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{2}{3}$
Linseed, rapeseed, and niger	per qr. 424 lbs.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{2}{3}$
Cotton seed	- ton	0	6	0	5 $\frac{1}{3}$	0	1 $\frac{1}{2}$
Grates or stoves :—							
Large	- each	0	3	0	2	0	1 $\frac{1}{2}$
Middle	- each	0	2	0	1 $\frac{1}{2}$	0	1
Small	- each	0	1 $\frac{1}{2}$	0	1	0	1
&c., Shams, half rates.							
Gravel or stone ballast	- ton	0	6	0	4	0	1
Grease	- ton	0	8	0	5 $\frac{1}{3}$	0	4
Grits	- ton	0	10	0	6 $\frac{2}{3}$	0	3
Ground wood	- ton	0	9	0	6	0	4
Guano	- ton	0	6	0	4	0	0 $\frac{1}{2}$
Gum	- ton	1	0	0	8	0	6
Gunpowder :—							
Barrel	-	0	4	0	2 $\frac{2}{3}$		
Half barrel	-	0	3	0	2		
Gutta percha	- ton			0	8	0	6
Manufactures of. <i>See Cases, &amp;c. of goods.</i>							
Gypsum :—							
Rough	- ton	0	8	0	5 $\frac{1}{3}$	0	3
Ground	- ton	0	8	0	5 $\frac{1}{3}$	0	4
Hair :—							
Horse	- ton	1	0	0	8	0	6
Goat, ox, cow, or pigs'	- ton	1	0	0	8	0	6
Hams :—							
Loose	- cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{4}$
In packages	- ton	1	0	0	5 $\frac{1}{3}$	0	5
Hardware. <i>See Iron.</i>							
Hay, grass, or straw :—							
Loose	- ton	2	0	1	4		
In trusses or bundles	- ton	1	6	1	0	0	6
Hemp. <i>See Flax, &amp;c.</i>							
Hellebore	- cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Hides :—							
Wet	- ton	0	10	0	6 $\frac{2}{3}$	0	5
Dry	- ton	0	10	0	6 $\frac{2}{3}$	0	6
Hide cuttings, tanners' waste, or cippings	- ton	0	10	0	6 $\frac{2}{3}$	0	5
Honey :—							
In casks	- ton	1	0	0	10	0	6
In jars or kegs	- each	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$



[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. excix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
		Per	s.	d.	s.	d.	per Week.	
			s.	d.	s.	d.	s.	d.
Hoops, wooden :—								
Under 6 feet each	-	-	0	1½	0	1	0	1½
6 and under 9 feet each	-	score bundles	0	4	0	2⅔	0	4
9 and under 12 feet each	-	score bundles	0	7	0	4⅔	0	7
12 and under 15 feet each	-	score bundles	1	0	0	6⅔	1	0
Hops	-	-	1	8	1	1½	1	0
Horns :—								
Tips, plates, or hoofs	-	-	0	10	0	6⅔	0	5
Shavings or waste	-	-	1	0	0	8	0	6
Ox, cow, or buffalo								
Deer or stag, in bales or crates	-	ton	1	0	0	8	0	6
Loose	-	ton	1	0	0	8	1	0
		In open yard,	ton	—	—	—	0	6
Horse radish	-	-	0	2	0	1½	0	1
In packages	-	ton	1	0	0	8	0	4
Ice	-	ton	0	6	0	4		
India rubber	-	cwt.	0	1	0	0⅔	0	0½
Manufactures of.	<i>See Cases, &amp;c.</i>							
Indigo	-	cwt.	0	1	0	0⅔	0	0½
Ink :—								
Writing or marking	-	hogshead	0	6	0	4	0	3
Writing or marking	-	barrel	0	3	0	2	0	1½
Writing or marking	-	keg	0	1½	0	1	0	1
Iron liquor	-	ton	1	0	0	6⅔	0	6
Iron castings, engines, &c. :—								
Iron tire bars, plates, boiler or ships' sheets, corrugated, flat, loose, or in bundles	-	ton	0	6	0	2⅔	0	2
		In open yard,	ton	—	—	—	0	1
Iron bars :—								
Angle, flat, round, or square, and nail rods	-	ton	0	6	0	2⅔	0	2
		In open yard,	ton	—	—	—	0	1
Fishes	-	ton	0	6	0	2⅔	0	2
		In open yard,	ton	—	—	—	0	1
Hoops	-	ton	0	6	0	2⅔	0	2
Rails	-	ton	0	6	0	2	0	1
Scrap :—								
Loose	-	ton	0	6	0	2⅔	0	3
		In open yard,	ton	—	—	—	0	2
Iron or steel, in packages	-	ton	0	8	0	5½	0	2
Steel :—								
Loose or in bundles	-	ton	0	8	0	5½	0	2
In cases or casks	-	ton	1	0	0	8	0	2

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.		Outward.		Rent	
		s.	d.	s.	d.	per Week.	
		s.	d.	s.	d.	s.	d.
<b>Iron—continued.</b>							
<b>Steel—continued.</b>							
Or iron metal for re-smelting	ton	0	6	0	4	0	2
In open yard,	ton	—	—	—	—	0	1
Ingots	ton	0	6	0	4	0	1
Iron ore	ton	0	6	0	2½	0	1
Speigel iron	ton	0	6	0	4	0	2
In open yard,	ton	—	—	—	—	0	1
Castings	ton	1	0	0	8	0	2
Cast-iron fire bars	ton	1	0	0	8	0	2
„ gas, water, or other pipes and tubes	ton	1	0	0	5	0	2
Guns or cannons	ton	1	0	0	8	0	2
Old or broken	ton	0	6	0	6	0	2
Kentledge, and dross for ballast	ton	0	6	0	4	0	2
Pigs	ton	0	6	0	2	0	2
In open yard,	ton	—	—	—	—	0	1
Railway chairs and plates :—							
Loose	ton	0	6	0	4	0	2
In open yard,	ton	—	—	—	—	0	1
Retorts	ton	1	0	0	8	0	3
Shot and shell	ton	1	0	0	8	0	2
Engines, cylinders, boilers, loco- motives, &c.	ton	1	0	0	8	0	4
Anchors, armour plates, crank shafts, turn-tables, whole or in parts; crossings, points, and switches; tire rims, railway wheels, &c.	ton	1	0	0	8	0	3
Anvils, axles, bolts, nuts, nails, and rivets, spikes, steel springs, vices, weights, and other manufactured articles not enumerated	ton	1	0	0	8	0	3
Bedsteads for hospitals and soldiers' cots	ton	1	0	0	8	0	3
Chains and chain cables, in pieces or parts under 1 ton	ton	0	10	0	5½	0	3
Coal scoops or scuttles	doz.	0	2	0	1½	0	1
Frying pans	doz.	0	1	0	0½	0	0½
Hardware and machinery	ton	1	0	0	8	0	3
Scythes :—							
Bundle, not exceeding 1 dozen		0	1	0	0½	0	0½
Sheets and tin plates, in casks or boxes	ton	1	0	0	8	0	4
Shovels and spades	doz.	0	1½	0	1	0	1
Sickles	bundles	0	2	0	1½	0	1
Wire	ton	1	0	0	8	0	3
Isinglass	cwt.	0	1	0	0½	0	0½

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

					I.	II.	III.	A.D. 1880,			
					Inward.	Outward.	Rent				
					s.	s.	per Week.				
					d.	d.	s.	d.			
Ivory	-	-	-	-	cwt.	0	1	0	0 $\frac{2}{3}$	9	0 $\frac{1}{2}$
Dust	-	-	-	-	ton	1	0	0	8	1	0
Black.	<i>See Cases, &amp;c.</i>										
Juice or syrup	-	-	-	-	ton	0	10	0	5 $\frac{1}{8}$	0	4
Junk	-	-	-	-	ton	1	0	0	5 $\frac{1}{8}$	0	4
Jute, press packed	-	-	-	-	ton	0	10	0	5 $\frac{1}{8}$	0	4
Kainit salt, in bulk	-	-	-	-	ton	0	3	0	2	0	1 $\frac{1}{2}$
Kelp	-	-	-	-	ton	0	10	0	5 $\frac{1}{8}$	0	4
Kips, in bales	-	-	-	-	ton	0	10	0	6 $\frac{2}{3}$	0	5
Loose	-	-	-	-	ton	0	10	0	6 $\frac{2}{3}$	0	6
Lac dye	-	-	-	-	ton	1	0	0	8	0	6
Lamp black.	<i>See Cases, &amp;c.</i>										
Lard	-	-	-	-	ton	1	0	0	8	0	6
Lead:—											
Pipe or sheet	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	2
Black, red, or white	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	5
Zinc	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	5
Ore	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	5
Shot	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	5
Sugar of	-	-	-	-	ton	0	8	0	6 $\frac{2}{3}$	0	5
Pig	-	-	-	-	ton	0	8	0	5 $\frac{1}{8}$	0	2
Leather	-	-	-	-	ton	1	0	0	8	0	6
Cuttings, in bales	-	-	-	-	ton	1	0	0	6 $\frac{2}{3}$	0	5
Leeches	-	-	-	-	package	0	3	0	1 $\frac{1}{2}$		
Lime	-	-	-	-	chaldron	1	0	0	8		
Chloride of	-	-	-	-	ton	1	0	0	8	0	5
Juice.	<i>See Spirits.</i>										
Phosphates of, ground	-	-	-	-	ton	0	6	0	4	0	1 $\frac{1}{2}$
Phosphates of, stone	-	-	-	-	ton	0	6	0	4	0	1 $\frac{1}{2}$
Phosphates of, or dissolved bones, in bulk	-	-	-	-	ton	0	6	0	4		
Linseed.	<i>See Grain.</i>										
Cake	-	-	-	-	ton	0	10	0	5 $\frac{1}{3}$	0	2
Liquorice	-	-	-	-	ton	1	0	0	8	0	6
Root, in bundle	-	-	-	-	ton	1	0	0	8	0	6
Litharge	-	-	-	-	ton	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{4}$
Locust beans or charobs	-	-	-	-	ton	0	6	0	6	0	2
Maccaroni	-	-	-	-	ton	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Mace	-	-	-	-	ton	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Machinery.	<i>See Iron.</i>										
Machines, agricultural, &c.:—											
Biscuit	-	-	-	-	ton	1	6	1	0	0	4
Bone cutters	-	-	-	-	ton	1	6	1	0	0	4
Pug mills	-	-	-	-	ton	1	6	1	0	0	4
Brick or tile	-	-	-	-	ton	2	0	1	6	0	6

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	per Week.	Rent		
		s.	d.	s.	d.	s.	d.
<i>Machines, agricultural, &amp;c.—continued.</i>							
Cultivators - - - - -	ton	2	0	1	6	0	6
Clod crushers - - - - -	ton	2	0	1	6	0	6
Grubbers - - - - -	ton	2	0	1	6	0	6
Harrows - - - - -	ton	2	0	1	6	0	6
Corn dressing or winnowing, hand -	ton	3	0	2	6	1	0
Ditto ditto, steam - - - - -	ton	2	6	2	0	1	0
Chaff cutters - - - - -	ton	3	0	3	0	1	0
Cheese presses - - - - -	ton	3	0	3	0	1	0
Garden rollers - - - - -	ton	3	0	3	0	1	0
Lawn mowers - - - - -	ton	3	0	3	0	1	0
Mangles - - - - -	ton	3	0	3	0	1	0
Malt mills - - - - -	ton	3	0	3	0	1	0
Oil cake crushers - - - - -	ton	3	0	3	0	1	0
Straw cutters - - - - -	ton	3	0	3	0	1	0
Turnip cutters - - - - -	ton	3	0	3	0	1	0
Root washers - - - - -	ton	3	0	3	0	1	0
Washing machines - - - - -	ton	3	0	3	0	1	0
Weighing machines - - - - -	ton	3	0	3	0	1	0
Wheelbarrows - - - - -	ton	3	0	3	0	1	0
Hoe, rake, haymakers, or straw elevators - - - - -	ton	3	0	3	0	1	0
Mowers, reapers, and thrashing machines, with or without gearing -	ton	2	0	2	0	1	0
Steam thrashing machines - - - - -	ton	1	0	1	0	0	4
<i>Machines in cases or pieces. See Machinery.</i>							
Madder and madder root - - - - -	ton	0	8	0	5½	0	4
Magnesia - - - - -	cwt.	0	1	0	0⅔	0	0½
„ sulphate of - - - - -	-	1	0	0	8	0	4
<i>Malt. See Grain.</i>							
Manganese - - - - -	ton	0	10	0	5½	0	2
Mangel-wurzel - - - - -	ton	0	10	0	6⅔	0	6
<i>Mangles, wood. See Cases, &amp;c. of goods.</i>							
<i>Manilla. See Coir.</i>							
Manna and manna croup - - - - -	ton	1	0	0	8	0	6
Manure - - - - -	ton	0	6	0	4		
Salts - - - - -	ton	0	3	0	2	0	1½
<i>Artificial, not otherwise enumerated.</i>							
<i>See Lime, phosphates of.</i>							
Marble :- - Mortars - - - - -		0	1	0	0⅓	0	0½
Rough, or in packages - - - - -	ton	1	0	0	8	0	1½
Blocks under 2 tons per ton of 12 cubic feet		1	0	0	6⅔	0	2
2 tons and under 5 tons per ton of 12 cubic feet		1	0	0	6⅔	0	2
5 tons and under 10 tons per ton of 12 cubic feet		1	0	0	6⅔	0	2
In yard or on quay, 1 ton		—		—		0	1½

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. excix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
	Per	Inward.		Outward.		Rent per Week.		
		s.	d.	s.	d.	s.	d.	
Malachite, sculptured works of art, and marble slabs, loose - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$			
	per ton	--		--		0	3	
Marbles - - - - -	ton	1	0	0	8	0	4	
Masts - - - - -	ton	1	0	0	8			
Old or broken - - - - -	ton	1	0	0	8			
	In open yards or ponds	--		--		0	3	
Matches or match wood. <i>See Cases, &amp;c. of goods.</i>								
Materials:—								
Builders' wood, &c., not otherwise enumerated - - - - -	ton	1	0	0	8	0	6	
Railway contractors', not otherwise enumerated - - - - -	ton	1	0	0	8	0	6	
Shipbuilders', for new or old vessels, viz., engines, boilers, castings, planks, &c. - - - - -	ton	1	0	0	8	0	4	
Mats - - - - -	120	0	6	0	2 $\frac{2}{3}$	0	3	
Bags. <i>See Bags, empty.</i>								
Mattresses - - - - -	each	0	2	0	1 $\frac{1}{3}$	0	1	
Meal, barley, oat, pea, rice, and rye - -	ton	0	9	0	6	0	3	
Meats, preserved - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$	
Melting pots - - - - -	hhd.	0	8	0	4	0	4	
Melting pots - - - - -	tierce	0	6	0	2 $\frac{2}{3}$	0	3	
Metal sheathing - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	4	
Metal sheathing, old - - - - -	ton	0	8	0	5 $\frac{1}{3}$	0	4	
Mill boards - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	5	
Mineral waters, in cases - - - - -	dozen bottles	0	0 $\frac{1}{2}$	0	0 $\frac{1}{3}$	0	0 $\frac{1}{4}$	
Mineral white - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	5	
Mohair - - - - -	ton	0	10	0	5 $\frac{1}{3}$	0	6	
Molasses - - - - -	ton	0	8	0	5 $\frac{1}{3}$	0	4	
Moss, rock or Iceland - - - - -	ton	1	0	0	8	0	6	
Mother of pearl shells - - - - -	ton	1	0	0	8	0	6	
Mungo - - - - -	ton	0	8	0	5 $\frac{1}{3}$	0	6	
Musical instruments:—								
Pianofortes - - - - -	each	2	6	0	8	1	0	
Pianofortes, small - - - - -	each	1	6	0	8	0	6	
In packages under 20 feet - - - - -	each	1	0	0	8	0	3	
In packages under 4 feet - - - - -	each	0	6	0	2 $\frac{2}{3}$	0	2	
Mustard - - - - -	tierce	0	4	0	2 $\frac{2}{3}$	0	3	
Mustard - - - - -	barrel	0	2	0	1	0	2	
Mustard - - - - -	keg or box	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$	
Mustard hulls - - - - -	ton	0	9	0	8	0	5	
Myrabolams - - - - -	ton	0	9	0	8	0	4	
Nails and rivets - - - - -	ton	1	0	0	8	0	3	
Naphtha. <i>See Turpentine, spirits of.</i>								

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Rent	per Week.		
		s.	d.	s.	d.	s.	d.
Nets, fishing - - - - -	ton	1	0	0	8		
Nickel - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	5
Ore - - - - -	ton	0	8	0	6 $\frac{2}{3}$	0	5
Nitrate of soda - - - - -	ton	0	6	0	4	0	2
Miscellaneous and extra charges. <i>See Guano.</i>							
Noils - - - - -	ton	0	10	0	5 $\frac{1}{2}$	0	6
Nutmegs - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Nuts:—							
Barcelona - - - - -	bag	0	1	0	0 $\frac{2}{3}$	} 3.	per 100
Chestnuts and walnuts - - - - -	bag	0	1	0	0 $\frac{2}{3}$		
Cocoa - - - - -	100	0	3	0	2	0	4
Ground - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	3
Ivory - - - - -	ton	1	0	0	8	0	4
Palm - - - - -	ton	1	0	0	8	0	4
Husks - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	5
Oakum - - - - -	ton	1	0	0	5 $\frac{1}{2}$	0	4
Ochre - - - - -	ton	0	10	0	5 $\frac{1}{2}$	0	4
Oil, in chests, canisters, jars, &c. - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Castor - - - - -	ton	1	0	0	8	0	5
Fish, nut, seed, and mineral - ton of 20 cwt.		0	8	0	4	0	3
Palm - - - - -	ton	0	8	0	4	0	3
Olive - - - - - ton of 20 cwt.		0	8	0	4	0	3
Stored in tanks - - - - -	ton	—	—	—	—	0	3
Oil cake - - - - -	ton	0	10	0	5 $\frac{1}{2}$	0	2
Broken - - - - -	ton	0	10	0	5 $\frac{1}{2}$	0	2
Oil cloth - - - - -	ton	1	0	0	8	0	6
Onions - - - - -	ton	0	6	0	4	0	4
Oranges. <i>See Fruit.</i>							
Orchella weed - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Ore, chrome. <i>See Chrome ore.</i>							
Silver - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	4
Sulphur. <i>See Sulphur.</i>							
Oxides, not otherwise enumerated - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	4
Paint - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	5
Paper - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	5
Emery - - - - -	ton	1	0	0	8	0	5
Hangings. <i>See Bales, &amp;c.</i>							
Peas, split - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	3
Pelts - - - - -	score	0	2	0	1 $\frac{1}{2}$	0	1 $\frac{1}{2}$
Pepper - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	5
Petroleum and paraffin - - - - -	ton	1	0	0	8		
Phosphates, ground, &c. <i>See Lime, &amp;c.</i>							
Phosphorus:—							
In packages under 5 feet - - - - -	each	0	2	0	1 $\frac{1}{2}$		
Above 5 feet and under 10 feet - - - - -	each	0	4	0	2 $\frac{2}{3}$		

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.		A.D. 1880.
		Inward.	Outward.	Outward.	Rent			
		s.	d.	s.	d.	s.	d.	
Pianofortes. <i>See Musical instruments.</i>								
Piassava, or Pera salva:—								
In bales or bundles	-	ton	1	0	0	8	0	5
Loose	-	ton	1	0	0	8		
Pickles. <i>See Spirits.</i>								
Vegetables, salted	-	hogshead	0	5	0	2 $\frac{2}{3}$	0	2
Vegetables	-	anker or barrel	0	3	0	1 $\frac{1}{3}$	0	1
Vegetables	-	keg	0	1	0	0 $\frac{2}{3}$	0	1
Pictures, cases of:—								
Under 5 feet	-	- package	0	3	0	2	0	2
5 feet and under 10 feet	-	- package	0	5	0	2	0	3
10 feet and under 20 feet	-	- package	0	8	0	2	0	5
20 feet and under 50 feet	-	- package	0	10	0	2 $\frac{2}{3}$	0	7
50 feet and under 80 feet	-	- package	1	4	0	4	0	9
Pimento	-	ton	1	0	0	6 $\frac{2}{3}$	0	5
Pipes, tobacco, in packages:—								
Under 4 feet each	-	- package	0	2	0	1 $\frac{1}{3}$	0	1
From 4 to 12 feet each	-	- package	0	3	0	2	0	1 $\frac{1}{2}$
From 12 to 20 feet each	-	- package	0	4	0	2	0	3
Draining. <i>See Clay, &amp;c.</i>								
Pitch	-	barrel	0	1	0	0 $\frac{1}{2}$	0	0 $\frac{1}{2}$
Stamps	-	each	0	0 $\frac{3}{4}$	0	0 $\frac{1}{2}$	0	0 $\frac{1}{2}$
In bags or other packages	-	ton	0	8	0	5 $\frac{1}{3}$	0	6
In bulk	-	ton	0	6	0	4		
Burgundy	-	ton	1	0	0	8	0	8
Plants. <i>See Cases, &amp;c. of goods.</i>								
Quickwood	-	per score bundles, large	0	4	0	2 $\frac{2}{3}$	0	2
		small	0	2	0	1 $\frac{1}{3}$	0	1
		or per ton	1	0	0	8	0	6
Plaster of Paris:—								
In packages	-	ton	0	8	0	5 $\frac{1}{3}$	0	4
Stone	-	ton	0	8	0	5 $\frac{1}{3}$	0	3
Ploughs:—								
Hand	-	each	0	3	0	1 $\frac{1}{3}$	0	3
Steam	-	ton	1	0	0	8		
Polonies	-	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Poppy seed for crushers. <i>See Grain and seed.</i>								
Porcelain. <i>See Cases, &amp;c. of goods.</i>								
Potatoes	-	ton	0	6	0	4	0	4
Dried	-	ton	0	6	0	2 $\frac{2}{3}$	0	2 $\frac{1}{2}$
Potash	-	ton	0	6	0	5 $\frac{1}{3}$	0	3
Salts	-	ton	0	6	0	5 $\frac{1}{3}$	0	3
Pots, chimney	-	dozen	0	6	0	2	0	6
Poultry:—								
Fowls	-	dozen	0	2	0	0 $\frac{2}{3}$		

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	per Week.			
		s.	d.	s.	d.	s.	d.
Poultry— <i>continued.</i>							
Geese - - - - -	dozen	0	3	0	1½		
In packages. <i>See Cases, &amp;c. of goods.</i>							
Pozzalana - - - - -	ton	0	10	0	5½	0	3
Preserves, fruit, &c. - - - - -	cwt.	0	1	0	0½	0	0½
Pulp of wood - - - - -	ton	0	9	0	6	0	3.
Rags - - - - -	ton	0	9	0	6	0	3
Putty - - - - -	ton	0	10	0	6½	0	5
Pyrites. <i>See Copper pyrites.</i>							
Quicksilver, in cases under 20 feet - - - - -	each	0	4	0	2	0	2
20 feet and upwards - - - - -	each	0	6	0	3	0	3
	bottle	0	1	0	0½	0	0½
Quills. <i>See Cases, casks, &amp;c.</i>							
Rabbits - - - - -	score	0	2	0	0½		
Skins - - - - -	cwt.	0	1	0	0½	0	1
Rags - - - - -	ton	0	9	0	5½	0	4
Railway contractors' material - - - - -	ton	1	0	0	8	0	6
Rape cake - - - - -	ton	0	10			0	2
Retorts, clay. <i>See Clay.</i>							
Iron. <i>See Iron castings.</i>							
Rhubarb - - - - -	cwt.	0	1	0	0½	0	0½
Green - - - - -	dozen bundles	0	1½	0	1	0	1½
Rice - - - - -	ton	0	8	0	4	0	3
Cake. <i>See Oil cake.</i>							
Meal - - - - -	ton	0	10	0	6½	0	3
Sharps or dust - - - - -	ton	0	9	0	6	0	5
Rickers. <i>See Spar ends.</i>							
Roots, flowers. <i>See Cases, &amp;c.</i>							
Rope and sails - - - - -	ton	1	0	0	8	0	4
Old. <i>See Rags.</i>							
Rose leaves - - - - -	cwt.	0	1	0	0½	0	0½
Rosin - - - - -	ton	0	8	0	5½	0	3
	In open yard,	—	—			0	2
Rudd - - - - -	ton	0	10	0	5½	0	4
Rushes - - - - -	load 63 bundles	0	10	0	5½	0	4
Rusks. <i>See Biscuits.</i>							
Safflower - - - - -	ton	1	0	0	8	0	6
Sago - - - - -	ton	1	0	0	6½	0	4
Sal ammoniac - - - - -	ton	1	0	0	8	0	6
Salt - - - - -	ton	0	6	0	2	0	1½
Manure, in casks - - - - -	ton	0	3	0	2	0	1½
Saltpetre - - - - -	ton	0	10	0	5½	0	4
Sand ballast, builders' or moulders' - - - - -	ton	0	6	0	4	0	1
Sardines - - - - -	cwt.	0	1	0	0½	0	0½
Sausages - - - - -	cwt.	0	1	0	0½	0	0½



[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

					I.	II.	III.	A.D. 1880.
					Inward.	Outward.	Rent	
					s. d.	s. d.	per Week.	
					s. d.	s. d.	s. d.	
Sawdust	-	-	-	ton	0 9	0 6	0 4	
Saws.	<i>See Iron in packages.</i>							
Seeds, agricultural and forest, not otherwise enumerated	-	-	-	ton	0 10	0 6	0 4	
Anni	-	-	-	ton	0 10	0 6	0 4	
Canary	-	-	-	ton	0 10	0 6	0 4	
Chicory	-	-	-	ton	0 10	0 6	0 4	
Coriander	-	-	-	ton	0 10	0 6	0 4	
Cummin	-	-	-	ton	0 10	0 6	0 4	
Fenugreek	-	-	-	ton	0 10	0 6	0 4	
Onion and garden	-	-	-	ton	0 10	0 6	0 4	
Staves acre	-	-	-	ton	0 10	0 6	0 4	
Lucerne and dröss	-	-	-	ton	0 10	0 6	0 4	
Flax, in casks.	<i>See Linseed.</i>							
Grass, viz. :—								
Lawn	-	-	-	sack or bag	0 1	0 0 $\frac{2}{3}$	0 1	
Rye	-	-	-	sack or bag	0 1	0 0 $\frac{2}{3}$	0 1	
Timothy	-	-	-	ton	0 10	0 6	0 4	
Mustard	-	-	-	ton	0 10	0 6	0 4	
Cole.	<i>See Grain.</i>							
Dodder.	<i>See Grain.</i>							
Hemp.	<i>See Grain.</i>							
Niger.	<i>See Grain.</i>							
Rape.	<i>See Grain.</i>							
Rye.	<i>See Grain.</i>							
Tares and millet.	<i>See Grain.</i>							
Sewing machines and packages.	<i>See Cases, casks, &amp;c.</i>							
Shellac	-	-	-	ton	1 0	0 8	0 6	
Shoddy	-	-	-	ton	0 8	0 5 $\frac{1}{2}$	0 5	
Worked in oil	-	-	-	ton	0 8	0 5 $\frac{1}{2}$	0 6	
Shovels, spades, sickles, and scythes.	<i>See Iron.</i>							
Shumac	-	-	-	ton	0 9	0 5 $\frac{1}{2}$	0 3	
Silk :—								
Manufactured	-	-	-	cwt.	0 1	0 0 $\frac{2}{3}$	0 1	
Raw, waste, and rags	-	-	-	cwt.	0 1	0 0 $\frac{2}{3}$	0 1	
Skins :—								
Dried or salted, loose or in packages	-	-	-	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	
Seal, wet	-	-	-	ton	1 0	0 8	0 10	
Sheep and pelts, loose	-	-	-	score	0 2	0 1 $\frac{1}{2}$	0 1 $\frac{1}{2}$	
Sheep, American, in press-packed bales of about 8 cwt. each.	<i>See Hides.</i>							
Calf and kip, dry	-	-	-	ton	0 10	0 6 $\frac{2}{3}$	0 6	
„ „ in bales or wet	-	-	-	ton	0 10	0 6 $\frac{2}{3}$	0 5	
Furs and rabbit	-	-	-	cwt.	0 1	0 0 $\frac{2}{3}$	0 1	

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	per Week.	Rent		
		s.	d.	s.	d.	s.	d.
Slate - - - - -	ton	1	0	0	5½	0	2
Pencils - - - - -	cwt.	0	1	0	0½	0	0¼
Writing, in frames - - - - -	cwt.	0	1	0	0½	0	0¼
Smalts - - - - -	cwt.	0	1	0	0½	0	0½
Snuff - - - - -	barrel or keg	0	2	0	1½	0	1
Soap - - - - -	ton	0	10	0	8	0	5
Soda - - - - -	ton	0	6	0	4	0	3
Nitrate. <i>See Nitrate of soda.</i>							
Sofas - - - - -	each	1	0	0	4	0	4
Soot - - - - -	ton	1	0	0	8		
Spanish juice - - - - -	ton	1	0	0	8	0	6
Spelter - - - - -	ton	0	10	0	5½	0	1
Spetches :—							
In bales or bundles - - - - -	ton	1	0	0	6¾	0	5
Loose - - - - -	ton	1	0	0	6¾	0	6
Spices - - - - -	cwt.	0	1	0	0¾	0	0½
Splints, in packages. <i>See Cases and casks.</i>							
Spirits and wine - - - - -	butt, pipe, or puncheon	0	10	0	5½	0	3
"    "    "    "    "    "    "    "	hogshead	0	5	0	2¾	0	1½
"    "    "    "    "    "    "    "	barrel or quarter cask	0	3	0	1½	0	0¾
"    "    "    "    "    "    "    "	keg or demijohn	0	1½	0	0¾	0	0½
"    "    "    "    "    "    "    "	in cases - dozen bottles	0	0½	0	0½	0	0¼
Sponge - - - - -	cwt.	0	1½	0	1	0	1
Starch - - - - -	ton	1	0	0	6¾	0	6
Stearine, waste or refuse - - - - -	ton	0	8	0	5½	0	4
Steel. <i>See Iron.</i>							
Stone, blocks, ton of 16 cubic feet :—							
Under 2 tons - - - - -	ton	0	6	0	4	0	2
2 tons and under 5 tons - - - - -	ton	0	6	0	4	0	2
5 tons and under 10 tons - - - - -	ton	0	6	0	4	0	2
Burr - - - - -	ton	0	6	0	4	0	2
Cobble, flag, and paving - - - - -	ton	0	6	0	4	0	2
Cliff - - - - -	ton	0	6	0	4	0	2
Emery, lithographic, and pumice - - - - -	ton	1	0	0	8	0	4
Flints, in casks - - - - -	ton	0	10	0	6¾	0	4
Grind - - - - -	ton	1	0	0	5½	0	3
Grave or mill - - - - -	ton	1	0	0	5½	0	3
Buoys - - - - -	ton	1	0	0	5½	0	3
Polished granite and cisterns - - - - -	ton	1	0	0	8	0	3
Rag, Turkey, and hones - - - - -	ton	1	0	0	8	0	2
Rotten - - - - -	ton	0	9	0	6	0	4
Cement - - - - -	ton	0	8	0	5½	0	4
Straw :—							
Manufactures for packing bottles - - - - -	bundle	0	1	0	0¾	0	1
Boards - - - - -	ton	1	0	0	6¾	0	4

In open yard 1d.

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

		I.		II.		III.		A.D. 1880.
		Inward.		Outward.		Rent		
		s.	d.	s.	d.	s.	d.	
		Per				per Week.		
Strickles.	<i>See Hardware.</i>							
Succades	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	
Sugar	- - - - -	ton	0 6	0 6	0 3	0 3	0 3	
In loaves	- - - - -	ton	0 6	0 6	3 0	3 0	3 0	
Candy	- - - - -	ton	1 0	0 8	0 6	0 6	0 6	
Sulphur, ore	- - - - -	ton	0 8	0 5 $\frac{1}{2}$	0 2	0 2	0 2	
	In open yard		—	—	0 1	0 1	0 1	
Sweepwashers' dirt	- - - - -	ton	0 10	0 5 $\frac{1}{2}$	0 5	0 5	0 5	
Talc	- - - - -	ton	0 10	0 6 $\frac{2}{3}$	0 3	0 3	0 3	
Tallow :—								
Petersburg, in casks	- - - - -	ton	0 8	0 5 $\frac{1}{3}$	0 3	0 3	0 3	
In other packages	- - - - -	ton	0 10	0 6 $\frac{2}{3}$	0 3	0 3	0 3	
Tapioca	- - - - -	ton	1 0	0 8	0 6	0 6	0 6	
Tar	- - - - - barrel or half barrel		0 1	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	
In large casks	- - - - -	ton	1 0	0 8	0 6	0 6	0 6	
Tartar	- - - - -	ton	0 10	0 5 $\frac{1}{3}$	0 5	0 5	0 5	
Tartaric acid	- - - - -	ton	0 10	0 6 $\frac{2}{3}$	0 4	0 4	0 4	
Tea	- - - - -	ton	2 0	1 4	0 6	0 6	0 6	
Teazles :—								
In packages under 20 feet	- - - - -	each	0 3	0 1 $\frac{1}{3}$	0 2	0 2	0 2	
20 feet and under 50 feet	- - - - -	each	0 5	0 2	0 3	0 3	0 3	
50 „ „ 80 „	- - - - -	each	0 8	0 4	0 4	0 4	0 4	
80 „ „ 120 „	- - - - -	each	1 0	0 5 $\frac{1}{3}$	0 6	0 6	0 6	
Terra japonica, sienna, and verde	- - - - -	ton	0 10	0 6	0 5	0 5	0 5	
Tiles	- - - - -	1,000	1 0	0 6				
Tiles and bricks for paving	- - - - -	ton	0 8	0 5 $\frac{1}{3}$	0 2	0 2	0 2	
Tin	- - - - -	ton	1 0	0 5 $\frac{1}{3}$	0 3	0 3	0 3	
Tin plates	- - - - -	ton	1 0	0 8	0 4	0 4	0 4	
Tincal	- - - - -	ton	1 0	0 8	0 4	0 4	0 4	
Tobacco	- - - - -	ton	1 0	0 8	0 4	0 4	0 4	
Tongues :—								
Loose	- - - - -	dozen	0 1	0 0 $\frac{1}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	
In packages	- - - - -	cwt.	0 1	0 0 $\frac{2}{3}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	0 0 $\frac{1}{2}$	
Tow.	<i>See Flax, &amp;c.</i>							
Toys :—								
Under 5 feet	- - - - -	- package	0 1	0 0 $\frac{2}{3}$	0 1	0 1	0 1	
5 and under 10 feet	- - - - -	- package	0 2	0 1 $\frac{1}{3}$	0 1	0 1	0 1	
10 „ 20 „	- - - - -	- package	0 3	0 1 $\frac{2}{3}$	0 2	0 2	0 2	
20 „ 50 „	- - - - -	- package	0 5	0 3 $\frac{1}{3}$	0 3	0 3	0 3	
50 „ 80 „	- - - - -	- package	0 7	0 4	0 4	0 4	0 4	
80 „ 120 „	- - - - -	- package	0 9	0 6	0 6	0 6	0 6	
120 „ 160 „	- - - - -	- package	1 0	0 8	0 8	0 8	0 8	
And for every additional 40 feet, or portion thereof, a proportional increase in the rates of charges of	- - - - -		0 6	0 4	0 3	0 3	0 3	

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.	
		Inward.	Outward.	Outward.	Rent	per Week.	
		s.	d.	s.	d.	s.	d.
Turmeric - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	4
Turnips - - - - -	ton	0	10	0	5 $\frac{1}{3}$	0	4
Turpentine - - - - -	barrel	0	1	0	0 $\frac{1}{3}$	0	0 $\frac{1}{2}$
Ditto and tar, spirits of -	pipe or puncheon	0	10	0	5 $\frac{1}{3}$		
	- - hogshead	0	5	0	2 $\frac{2}{3}$		
	- barrel or $\frac{1}{4}$ cask	0	3	0	2		
" " carboy, box, keg, or demijohn		0	1 $\frac{1}{2}$	0	0 $\frac{2}{3}$		
Turf - - - - -	ton	0	8	0	2 $\frac{2}{3}$		
Twine - - - - -	ton	1	0	0	8	0	6
Type metal - - - - -	ton	1	0	0	8	0	4
Ultramarine - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{4}$
Umber - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{4}$
Valonia - - - - -	ton	0	9	0	6 $\frac{2}{3}$	0	6
Varnish :—							
Copal, &c. - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Tar or pine - - - - -	ton	1	0	0	8	0	4
Venetian red - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	5
Verdigris - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	5
Vermicelli - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Vermillion - - - - -	cwt.	0	1	0	0 $\frac{2}{3}$	0	0 $\frac{1}{2}$
Vesta spirits. <i>See Turpentine, spirits of.</i>							
Vinegar. <i>See Ale and porter.</i>							
Vitriol :—							
Carboys under 5 feet - - - - -		0	3	0	2		
In open yard - - - - -		—		—		0	1
In other packages above 5 feet - - - - -		0	4	0	2 $\frac{2}{3}$		
In open yard, each - - - - -		—		—		0	2
Blue. <i>See Copperas.</i>							
Waste, wool or yarn - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	6
Water glass - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	6
Wax, bees' and vegetable of all kinds - - - - -	ton	1	0	0	6 $\frac{2}{3}$	0	6
Weld or woad - - - - -	ton	0	10	0	6 $\frac{2}{3}$	0	4
Whale fins or bone - - - - -	ton	1	0	0	8	0	6
Wheels, iron. <i>See Iron manufactures.</i>							
Wood, small - - - - -	pair	0	1	0	0 $\frac{2}{3}$	0	1
" large - - - - -	pair	0	2	0	1 $\frac{1}{3}$	0	2
Whiting - - - - -	ton	0	9	0	5 $\frac{1}{3}$	0	4
Willows - - - - -	ton	1	0	0	8	0	6
Wine lees - - - - -	ton	0	10	0	5 $\frac{1}{3}$	0	5
Wire - - - - -	-	1	0	0	8	0	3
Wood :—							
Ground, for papermakers - - - - -	ton	0	9	0	6	0	4
Wood for dyers - - - - -	ton	0	6	0	4	0	2
Barwood - - - - -	ton	0	6	0	4	0	2
Boxwood - - - - -	ton	0	6	0	4	0	2
Brazil - - - - -	ton	0	6	0	4	0	2

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	Per	I.		II.		III.		A.D. 1880.	
		Inward.	Outward.	per Week.	Rent				
		s.	d.	s.	d.	s.	d.		
<i>Wood—continued.</i>									
Braziletto	ton	0	6	0	4	0	2		
Camwood	ton	0	6	0	4	0	2		
Cocuswood	ton	0	6	0	4	0	2		
Ebony	ton	0	6	0	4	0	2		
Fustic	ton	0	6	0	4	0	2		
Lignum vitæ	ton	0	6	0	4	0	2		
Logwood	ton	0	6	0	4	0	2		
Nicaragua	ton	0	6	0	4	0	2		
Quassia	ton	0	6	0	4	0	2		
Sandal	ton	0	6	0	4	0	2		
Sapan	ton	0	6	0	4	0	2		
Sassafras	ton	0	6	0	4	0	2		
<i>Furniture, viz. :—</i>									
Cedar	ton	0	6	0	4				
Lancewood	ton	0	6	0	4				
<i>Wood :—</i>									
Mahogany	ton	0	6	0	4				
Maple	ton	0	6	0	4				
Rosewood	ton	0	6	0	4				
Satin	ton	0	6	0	4				
Tulip	ton	0	6	0	4				
Walnut	ton	0	6	0	4				
Zebra	ton	0	6	0	4				
„ in pieces under 3 tons each						0	2		
„ „ 3 tons and upwards									
Boat hooks	120	1	8	1	1½	0	6		
Bobbins.	<i>See Cases and casks.</i>								
Clog soles	score	0	0½	0	0½	0	0¼		
Felloes	1,000	1	9	1	0	1	0		
Hazel rods or sticks	score	0	0¾	0	0½				
Naves	ton	1	0	0	8	0	6		
Shoes	dozen	0	3	0	2	0	1		
Veneers.	<i>See Cases and casks.</i>								
<i>* Wood :—</i>									
<i>Mining timber, imported, viz. :—</i>									
<i>Fir, round or square,</i>									
	ton or load of 50 cubic feet	0	4¼	0	2¾	0	2		
<i>Pit props and sleepers,</i>									
	ton or load of 50 cubic feet	0	4¼	0	2¾	0	2		
	Hardwood, ton or load of 40 cubic feet	0	4¼	0	2¾	0	2		
<i>Spar ends :—</i>									
	Under 2½ inches	-	- per 120	1	6	1	0	0 6	
	Under 1½ inches	-	- per 120	0	4¼	0	3	0 3	

\* When measurement cannot be obtained the charge will be made by ton of 20 cwt.

[Ch. cxcix.] *Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880.* [43 & 44 VICT.]

A.D. 1880.

	I.		II.		III.	
	Per	Inward. s. d.	Outward. s. d.	Rent per Week. s. d.		
<i>*Wood—continued.</i>						
Battens, deals, and ends,						
ton or load of 50 cubic feet	0	3½	0	1½	0	1
Boards - ton or load of 50 cubic feet	0	3½	0	1½	0	2
Grooved - ton or load of 50 cubic feet	0	6	0	4	0	1
Timber and planks imported:—						
Fir - ton or load of 50 cubic feet	0	3½	0	1½	0	1½
Pitch pine, ton or load of 40 cubic feet	0	3½	0	2½	0	1½
Timber, ash, beech, birch, elm, oak, teak, wainscot, and other hard woods imported, greenheart, &c. excepted,						
ton or load of 40 cubic feet	0	3½	0	2½	0	1½
Greenheart, iron bark, and African oak, ton or load of 30 cubic feet	0	3½	0	2½	0	1½
Timber and planks, English, viz. :—						
Ash, beech, birch, elm, oak, and other hard woods, ton or load of 40 cubic feet	0	4	0	2½	0	2
Fir poles ton or load of 50 cubic feet	0	4½	0	2½	0	2
Small birchwood (round), ton or load of 40 cubic feet	0	4	0	2½	0	2
Spars (round) above 4 inches, ton or load of 50 cubic feet	0	4½	0	2½	0	2
Ditto under 4 inches - per 120	2	4	1	4	0	8
Firewood - fathom of 216 cubic feet	1	8	0	8	0	6
Gunstocks - - - - 120	0	10	0	4	0	2
Handspikes - - - - 120	0	8	0	5½	0	2
Knees - - - - 120	1	6	0	8	0	6
Laths - - - - 120 bundles	0	8	0	4	0	2
Lathwood - fathom of 216 cubic feet	1	8	1	0	0	6
Oars - - - - 120	1	10	0	8	0	6
Scoops - - - - doz.	0	1	0	0½	0	1
Spokes - - - - 1,000	1	9	1	0	1	0
Staves (hard wood), pipe, ton or load of 40 cubic feet	0	5	0	2½	0	2
Ditto hogshead, barrel, and heading, ton or load of 40 cubic feet	0	5	0	2½	0	2
Ditto (soft wood), ton or load of 50 cubic feet	0	5	0	2½	0	2
Treenails - - - - 1,200	1		0	10	0	4
Trawl beams - - - - each	0	2	0	1½	0	1

\* When measurement cannot be obtained the charge will be made by ton of 20 cwt.

[43 & 44 VICT.] *Hull, Barnsley, and West* [Ch. cxcix.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880.

	POND.	Wharfage.		Rent	
		s.	d.	s.	d.
Timber :—					
Fir - - - - -	ton or load of 50 cubic feet	0	3	0	3
Small mining timber, viz.: Fir, round or square,					
	ton or load of 50 cubic feet	0	3½	0	3
Pit props - - - - -	ton or load of 50 cubic feet	0	3½	0	3
Small birchwood - - - - -	ton or load of 40 cubic feet	0	3½	0	3
Ash, beech, birch, elm, oak, teak, wainscot, and other hard woods - - - - -	ton or load of 40 cubic feet	0	3	0	3
African oak, greenheart, or iron bark,					
	ton or load of 30 cubic feet	0	3	0	3
Spars (round) - - - - -	ton or load of 50 cubic feet	0	3½	0	3
„ „ under 4 inches - - - - -	120	2	4	0	10

	Per	I.		II.		III.	
		Inward.	Outward.	per Week.	Rent		
		s.	d.	s.	d.	s.	d.
Wool, sheep or lambs' - - - - -	ton	0	10	0	5½	0	6
Cotton. <i>See Cotton.</i>							
Yarn, loose and in bundles - - - - -	ton	0	10	0	6	0	4
Yeast - - - - -	score baskets	0	8	0	6		
Zaffres - - - - -	ton	1	0	0	6½	0	5
Zinc and zinc nails - - - - -	ton	1	0	0	5½	0	5
Sulphate of - - - - -	ton	1	0	0	6½	0	5
Lead. <i>See Lead.</i>							
Hardware and machinery, in packages - - - - -	ton	1	0	0	8	0	3
Under 8 feet each - - - - -	package	0	2	0	1½	0	0½
Exceeding 8 to 20 ft. each - - - - -	package	0	3	0	2	0	1
„ 20 to 40 ft. each - - - - -	package	0	4	0	2½	0	3
„ 40 to 60 ft. each - - - - -	package	0	6	0	4	0	4
„ 60 to 80 ft. each - - - - -	package	0	9	0	6	0	5
„ 80 to 100 ft. each - - - - -	package	1	0	0	8	9	6
„ 100 to 150 ft. each - - - - -	package	1	3	0	8	0	8
And for every additional 50 feet, or portion thereof, a progressive increase in the rate of charges of - - - - -	package	0	3	—	—	0	2

*Rates for supplying Water.*

Water, per 1,000 gallons - - - - -						10	0
------------------------------------	--	--	--	--	--	----	---

A.D. 1880.

SCHEDULE C.

RATES OF CRANEAGE ON HEAVY MACHINERY, &c.

For lifting, shipping, or unshipping from or to the quays of the docks, boilers, cylinders, engines, locomotives, machinery, and other packages or articles by the Company's cranes, including the use of slings and the necessary labour, viz. :—

Pieces weighing under 5 tons each		-	per ton	1s.			
Pieces weighing 5 tons and under 10 tons each		-	per ton	1s. 6d.			
„	10	„	15	„	-	„	2s. 0d.
„	15	„	20	„	-	„	2s. 6d.
„	20	„	25	„	-	„	3s. 6d.
„	25	„	30	„	-	„	4s. 6d.
„	30	„	35	„	-	„	6s. 0d.
„	35	„	40	„	-	„	7s. 0d.
„	40	„	45	„	-	„	8s. 0d.

N.B.—For any additional lift of the same machinery during shipment not exceeding 20 tons, 1s. per ton; exceeding 20 tons, half rates.

Boilers, castings, machinery, &c. : canting, at owner's risk, per ton 1s.

RATES OF CRANEAGE ON WOOD, &c.

Wood :—

Mining timber imported, viz., Fir, round or square, ton or load of	s.	d.
50 cubic feet - - - - -	1	0
Pit props and sleepers, ton or load of 50 cubic feet	1	2
Hardwood, ton or load of 40 cubic feet	1	2
Spar ends, under 2½ inches, per 120	1	8
Spar ends, under 1½ inches, per 120	0	6
Battens, deals, and ends, ton or load of 50 cubic feet	0	10
Boards, ton or load of 50 cubic feet	0	10
Boards, grooved, ton or load of 50 cubic feet	0	10
Timber and planks imported :—		
Fir, ton or load of 50 cubic feet	0	7
Pitch pine, ton or load of 40 cubic feet	0	9
Timber, ash, beech, birch, elm, oak, teak, wainscot, and other hard woods imported, greenheart, &c. excepted, ton or load of 40 cubic feet	0	9
Greenheart, iron bark, and African oak, ton or load of 30 cubic feet	0	9

Craneage ex dock to sloops : Fir 6d. per ton; hardwood 7d. per ton.

Timber and planks, English, viz. :—

Ash, beech, birch, elm, oak, and other hard woods, ton or load of 40 cubic feet	0	10
Fir poles, ton or load of 50 cubic feet	1	0
Small birchwood, round, ton or load of 40 cubic feet	1	2
Spars (round) above four inches, ton or load of 50 cubic feet	0	10



<i>Wood—continued.</i>	<i>s. d.</i>	<i>A.D. 1880.</i>
Spars (round) under 4 inches, per 120 - - - - -	2 6	—
Firewood, fathom of 216 cubic feet - - - - -	3 0	
Trawl beams - - - - - each	0 6	

NOTE.—When measurement cannot be obtained the charge will be made by ton of 20 cwt.

---

### SCHEDULE D.

---

AN AGREEMENT made the fifteenth day of December one thousand eight hundred and seventy-nine, between the Mayor, Aldermen, and Burgesses of the town and county of the town of Kingston-upon-Hull (herein-after called the Corporation), of the one part, and Gerard Smith, Esquire, Henry Hodge, merchant, and Henry Briggs, shipowner, all of the same town and county, three of the members of a provisional committee of a Company intended to be incorporated under the name of the Hull, Barnsley and West Riding Junction Railway and Dock Company (herein-after called the Company), on behalf of themselves and all other the proprietors of the said intended Company, of the other part.

1. Subject to the consent and approbation of the Lord High Treasurer or the Commissioners for the time being for executing the office of Lord High Treasurer of the United Kingdom of Great Britain and Ireland, or any three of them, to be signified by some warrant under his or their hand or hands, the Corporation shall sell and the Company shall purchase for the purpose of their undertaking an area not exceeding one hundred and twenty-six acres of the land and foreshore of the Corporation, being in two plots (intersected by land of Mr. Thomas Spurr and others), situate on the south side of the Hedon turnpike road, bounded by the said Hedon turnpike road on the north, by other land of the Corporation on the east and west, and by the low-water mark of the River Humber on the south, part whereof is or lately was in the respective occupations of Joseph Pearson, Thomas William Richardson, Henry Webster, and Joseph Galloway, and the rest is untenanted, being foreshore land for the most part covered at high water, which land is more particularly shown coloured pink on a plan prepared and signed by the borough engineer of the said town and borough of Kingston-upon-Hull and the said Gerard Smith, Henry Hodge, and Henry Briggs, and thereon marked "A," as and for a site for a new deep-water dock or docks, with quays, wharves, landing-places, railway station, sheds, warehouses, railways, tramways, sidings, appliances, and other works in connexion with the same railway and dock or docks.

2. The Corporation shall sell and the Company shall purchase the land and foreshore hereby agreed to be sold at the price of four hundred pounds per acre, or (at the option of the Company) at an annual rentcharge of two thousand pounds, to be secured as herein-after mentioned, and upon the terms and conditions herein-after expressed.

3. In the Act of Parliament for which it is intended to make application, herein-after called the proposed Act, for the purpose of incorporating the said

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880. intended Company, a clause shall be inserted authorising the appointment from time to time by the Corporation of two directors on the board of the Company.

4. The land hereby agreed to be sold shall be used and appropriated at the cost and expense of the Company for the purpose of a deep-water dock or docks, with the appliances connected therewith, and with an entrance or entrances direct from the River Humber, and such dock or docks shall be constructed by the Company of not less dimensions in the whole than forty acres, exclusive of the entrance basins, and shall be provided with quays, wharves, landing-places, sheds, warehouses, and tramways, and a railway station, railway lines, sidings, platforms, sheds, and other railway accommodation and works, together with all necessary and proper appliances and works or conveniences incidental thereto or in connexion therewith, all of which dock or docks, quays, wharves, landing-places, sheds, warehouses, tramways, railway station, railway lines, sidings, platforms, sheds, and other railway accommodation are herein-after referred to as the works of the Company.

5. The said works shall be commenced within two years from the day on which the Royal Assent shall be given to the said Act of Parliament, and shall be completed, finished, and opened for traffic within eight years from such day, and the works shall be so constructed as not in any way to affect prejudicially Her Majesty's prison situate on the north side of the said Hedon turnpike road in the said borough of Kingston-upon-Hull.

6. The whole of the land and foreshore hereby agreed to be sold shall be held and used by the Company for dock and railway purposes only, such purposes to include warehouses, sheds, yards, and depôts for the reception and storage of goods landed or consigned to be shipped at the quays or docks of the Company, and all necessary railways, with a railway station, railway lines, tramways, sidings, tips, staiths, platforms, appliances, and conveniences for the reasonable and convenient working of the docks and railway of the Company, and no part of the land, or any warehouses, sheds, yards, railway station, or depôts to be erected or constructed thereon, shall be leased, let, or used otherwise than in accordance with the Harbours, Docks, and Piers Clauses Act, 1847, provided that the term for which any lease under section 23 of that Act may be granted may be five instead of three years if Parliament shall authorise the same.

7. The Company shall, either before or so soon as may be after the passing of their Act, purchase from the Humber Conservancy Commissioners all that piece or parcel of land, part of the bed or foreshore of the River Humber, lying between low-water mark and the river line marked out and adopted or to be adopted by the said Humber Conservancy Commissioners, and extending from west to east along the entire front of the land and foreshore hereby agreed to be sold, and also along the entire front of the two pieces of land and foreshore retained by the Corporation, and marked B to C and D to E respectively on the plan herein-before referred to.

8. Immediately upon the commencement of any of their works by the Company they shall at their own cost and expense proceed to fill in and level to the satisfaction of the borough engineer for the time being of the said town of Kingston-upon-Hull, herein-after called the borough engineer, the said two

pieces of land and foreshore retained by the Corporation, and marked B to C and D to E upon the said plan, and also so much of the said river bed as extends along the entire front of the said two pieces of land and foreshore down to the conservancy line to the height of the quays of the dock to be constructed by them under this agreement, and shall convey and assure to the Corporation the unincumbered fee simple in possession of the said river bed in front of the said two pieces of land and foreshore retained by the Corporation, at a price which shall be calculated at the same rate per acre as the Company shall have paid for the same to the said Humber Conservancy Commissioners, not including any part of the cost of levelling and filling in the said land, foreshore, and river bed. A.D. 1880.

9. Upon the said land and foreshore so to be purchased by the Company from the said Humber Conservancy Commissioners as aforesaid, and along the entire south front of the line indicated by the letters F to G upon the plan hereinbefore referred to, and also along the eastern boundary of the easternmost piece of land retained by the Corporation in the line indicated upon the said plan by the letters G to H, the Company shall with all reasonable diligence construct a river wall and embankment to the satisfaction of the borough engineer, and the same shall be completed within the period mentioned in clause 5.

10. Upon the completion of such river wall and embankment the Corporation shall pay to the Company the actual cost (calculated by proportion to the actual cost of the whole frontage) of so much of the same as shall extend in front of the lands retained by the Corporation marked B to C and D to E, but the cost of the wall and embankment along the eastern boundary of the easternmost plot of the said lands, as well as of the rest of the said wall and embankment, shall be defrayed by the Company: Provided that if at any time before the Company commence the construction of the said wall and embankment the Corporation shall notify to the Company in writing their desire themselves to construct so much of the said wall and embankment as shall be in front of the lands retained by them, the Company shall not construct such portion of the said wall and embankment, but shall afford all reasonable facilities to the Corporation for constructing the same.

11. The Corporation being in the possession or receipt of the income of all the property, the title shall consist as to each lot of the conveyances of the same respectively to the Corporation, the production of which conveyances by the said Corporation shall be deemed sufficient proof of such possession or receipt, and as to so much of the property included in each lot as is situate between high and low water mark the title shall consist of the conveyance thereof by Her Majesty's Commissioners of Woods and Forests and Land Revenues to the Corporation dated April twenty-ninth, one thousand eight hundred and seventy-two.

12. The Company, notwithstanding any recital, reference, or notice of or to prior title or claim, shall not be at liberty to investigate or require any explanation of or to make any objection or requisition as to such title or claim, or evidence of title or claim, or any other matters whatsoever prior or subsequent to the date of the respective conveyances produced as aforesaid, and no objection

A.D. 1880

or requisition shall be made on the ground of the absence or imperfection of any covenants for title, or covenants for production of muniments of title, and, except as before provided, the Corporation shall not be required to produce or obtain any deeds or other documents whatever to or for such Company, nor to make, produce, or obtain any declarations, certificates, attested office or other copies of or extracts or abstracts from any records, registers, deeds, wills, or other documents, or other evidences whatsoever, it being understood and agreed that, subject to the provisions of the two clauses next following, the title as shown by the said conveyances to the Corporation shall be respectively accepted and taken by the Company as a good and sufficient title without any requisition or requirement whatsoever.

13. In case the litigation now pending between the Crown and Sir Talbot Constable, Baronet, and Thomas Constable, Esquire, shall result in the displacement of the title of the Corporation as grantees from the Crown to any part of the land and foreshore hereby agreed to be sold, then and in such case the price or rentcharge, as the case may be, to be paid by the Company to the Corporation shall be reduced in a fair and equitable proportion, and if any dispute or question shall arise between the Corporation and the Company as to such proportion the same shall be referred to arbitration under and according to the provisions of the Railways Arbitration Act, 1859.

14. Provided always, that it shall be an instruction to the arbitrator in fixing the amount of the reduction to be made in the price or rentcharge to take into consideration that the Corporation have consented to the sale of the said land and foreshore for the price and upon the terms proposed, with a view to assist the Company in obtaining a new and independent line of railway into the said borough of Kingston-upon-Hull, and further dock accommodation for the said borough, and thereby to increase the general trade of the port; and that the amount of any such reduction shall be founded upon the sum hereby agreed to be accepted for the said land and foreshore as aforesaid, having regard to the fact that the part not in dispute consists of land available for building and general purposes, whereas the part claimed by the said Sir Talbot Constable, Baronet, and Thomas Constable, Esquire, consists of foreshore land for the most part covered at high water.

15. The said land and foreshore hereby agreed to be sold are believed and shall be taken to be correctly described as to quantity and otherwise, and are sold subject to existing tenancies, rights of way, and other easements (if any) charged or subsisting thereon, and if any error, mis-statement, or omission in the particulars be discovered the same shall not annul the sale nor entitle the Company to be discharged from their purchase; and as to all footpaths over the property, the Company shall at their own expense divert such footpaths as they may require, and in lieu thereof shall make and construct and for ever maintain along the River Humber, between the points marked F to G in the plan herein-before referred to, a footpath to be carried along the south side or river front of the said embankment, and which shall be of the width of 12 feet at the least, with proper and sufficient access thereto at the eastern and western ends thereof from and to the said Hedon turnpike road, and such footpath and the means of access thereto shall be open to the public day and night; and the Company shall also

provide at least two suitable landing-places from the river upon the said embankment, such landing-places to be free to all passengers and others and their luggage coming to or departing from the said borough of Kingston-upon-Hull.

A.D. 1880.

16. The Company shall be at liberty (subject to the conditions herein-after contained) to transfer so much of the land and foreshore hereby agreed to be sold as is intended to be appropriated for the purposes of a dock or docks, and works and conveniences connected therewith, to the Dock Company at Kingston-upon-Hull, provided such Dock Company take upon themselves the obligation of constructing such dock or docks, works and conveniences as aforesaid; but no such transfer of the said land and foreshore, or any part thereof, shall be made until two months after a copy in writing of the proposed terms of transfer shall have been furnished to the Corporation, and such terms shall be so adjusted as that no profit over and above the cost of and expenditure of the Company upon or in connexion with the said land shall accrue to the Company by such transfer.

17. The said Dock Company at Kingston-upon-Hull in case of such transfer, or the Company in case of no such transfer being made as aforesaid, shall at any time hereafter in the event of the Corporation or trustees on behalf of a public dock trust obtaining parliamentary powers for that purpose, whether in respect only of the dock or docks to be constructed as aforesaid, or in respect of such dock or docks and any other docks at Kingston-upon-Hull, and at the request in writing of the Corporation, sell and transfer so much of the land and foreshore hereby agreed to be sold as is intended to be appropriated for the purposes in the last clause herein-before referred to, together with the dock or docks and other works, or any part thereof, and the plans used for the purposes of such dock or docks, and all other works and improvements connected therewith, to the Corporation or the said trustees, as the case may be, and the Company shall not transfer the said land and foreshore, or any part thereof, to the said Dock Company except subject to the said right of purchase by the Corporation or the said trustees as aforesaid. The price to be paid by the Corporation or by such trustees as aforesaid on such purchase and the mode of payment thereof (whether by instalments or otherwise), and the security to be given for such payment, if the same shall not have been determined by Parliament, shall be determined by an arbitrator in accordance with the provisions of the Railway Companies Arbitration Act, 1859, such arbitrator to be mutually agreed upon by the parties, or in case they cannot agree, then by an arbitrator to be appointed by the Board of Trade.

18. That whenever the Corporation give notice in writing under their common seal to the Company, or to the Dock Company at Kingston-upon-Hull as their transferees, of their intention to make application to Parliament for the aforesaid powers, the Company or the said Dock Company shall afford to the Corporation all necessary information for the purpose of ascertaining the value of the premises then intended to be repurchased.

19. Subject to the power of transfer to the Dock Company at Kingston-upon-Hull contained in the 16th clause, the Company shall not sell, dispose of, or lease the said land and foreshore intended to be appropriated for the purpose of a dock or docks and works or conveniences connected therewith, or any part thereof, nor

A.D. 1880. — sell, dispose of, or lease such dock or docks, works, and conveniences when constructed, or any part thereof, nor in any way transfer the management and control thereof, or of any part thereof, without the consent in writing of the Corporation first had and obtained.

20. If the Company shall elect to pay for the lands herein agreed to be sold by the Corporation by a rentcharge as herein-before provided, such rentcharge shall be a first charge upon the whole undertaking of the Company, and clauses shall be inserted in the proposed Act of Parliament for effectually securing the same to the Corporation, and the punctual payment thereof half-yearly, with such rights of entry and distress and other remedies as shall be necessary for that purpose, and in the event of any transfer to the Dock Company at Kingston-upon-Hull aforesaid the rentcharge shall be apportioned.

21. The present gaol outfall sewer shall be diverted, and a new outfall sewer constructed by and at the expense of the said Company, subject to the approval of the Prison Commissioners for England and of the borough engineer.

22. Subject to the consent and approbation of the Lord High Treasurer or the Commissioners for executing the office of Lord High Treasurer of the United Kingdom, as previously named, the Corporation shall at any time within two years from the date hereof, if requested by the Company, sell so much of the land of the Corporation (in addition to the before-named one hundred and twenty-six acres) situated at the west of the western plot of land hereby agreed to be sold, and between that plot and the property of the Hull Dock Company, as shall be necessary for the purpose of constructing, if the Company hereafter obtain parliamentary or other powers to construct, the canal referred to in the next succeeding clause of this agreement, but not exceeding in the whole six thousand square yards. The price to be paid by the Company for such additional land, if the same cannot be agreed upon, shall be referred to the arbitration of two indifferent persons, one to be chosen by the Corporation and the other by the Company, or if the two persons shall disagree, then by an umpire to be chosen by the Board of Trade.

23. The Corporation shall allow the Company, if they hereafter obtain parliamentary or other powers for the purpose, to form a canal of such depth as may be practicable, consistently with the provisions and stipulations of this clause, through the piece of land and foreshore west of that now proposed to be sold, and marked B to C upon the said plan, for the purpose of connecting the proposed new dock or docks with the existing dock system of the Hull Dock Company. The Company shall construct the said canal in such a manner as not to prejudice the outfall drainage of the East District, and shall also construct in lieu of such portion of the outfall sewer at present being under the said land as it shall be necessary to interfere with three separate sewers, each three feet six inches in diameter, the invert of which shall be laid at the same level as the present sewer, with penstocks, chambers, manholes, and all requisite appliances; such last-mentioned sewer shall be completed with the present sewage system before the Company remove any portion of the said existing sewer, and the Company shall also construct a moveable bridge across the canal, of a width of forty feet, for the purpose of connecting and providing proper access between the land of the Corporation on each side of the canal, and such bridge shall be in all respects sufficient

for the passage of carts, carriages, and other street traffic, and such bridge shall be closed so as to be available for traffic at all times, except when required to be open for the passage of vessels along the said canal; and the Company shall also allow the Corporation the use of the canal and the sides thereof, free from all dock and other charges for the purpose of landing and shipping such materials and things as they may require for the service of the town, or in the execution of any work or works they may undertake. The whole of the said works referred to and the provisions of this clause fulfilled shall be designed, executed, and completed to the entire satisfaction of the borough engineer.

A.D. 1880.

24. The costs of the said works and all charges connected therewith shall be defrayed by the Company, who shall at all times after their completion maintain the whole of the said works and work the said bridge at their own cost, and be responsible for any damage or injury which may be sustained, whether by the Corporation or any other body or person, by reason of any defect or imperfection in the said works or by reason of the same not being properly maintained by reason of any improper act or neglect or omission, or in the opening or shutting of the said bridge, or otherwise in connexion with the said works, or any of them.

25. In the Act of Parliament intended to be applied for for the purpose of incorporating the Company a clause shall be inserted declaring the whole of the said land and foreshore hereby agreed to be sold, together with the land and foreshore intended to be purchased by the Company from the Humber Conservancy Commissioners as herein-before provided, to be and form part and parcel of the parish of Drypool, in the said borough of Kingston-upon-Hull, the said clause to be first submitted to and approved of by the Corporation, or their counsel on their behalf.

26. The Company shall retain absolutely in their own hands the management and control of the said railway as an independent means of communication, and shall not, without the consent in writing of the Corporation, at any time sell or lease the said railway, or in any way transfer the management or control thereof to or enter into any joint purse arrangement with any other company, or make any application to Parliament for any such purposes: Provided that any such consent shall not be arbitrarily or unreasonably withheld; and in the event of any question arising between the promoters and the Corporation as to whether such consent was arbitrarily or unreasonably withheld, such question shall be referred either to the Railway Commissioners or to the Board of Trade, as the Corporation may determine, for their decision, and the decision of such Railway Commissioners or Board of Trade, as the case may be, shall be conclusive in the matter, it being understood that the intention of the parties hereto is that the railway shall at all times be maintained as a substantially independent means of communication.

26A. This agreement is made subject to such alterations as Parliament may think fit to make therein: Provided always, that if any material alteration shall be made, either party shall be at liberty to withdraw the agreement.

27. The right of the Corporation to petition either House of Parliament, and be heard before any committee thereof, against the preamble and the clauses and provisions of the Bill, shall not be prejudiced by reason of this agreement or anything therein contained, or of any negotiations with the promoters, or otherwise.

[Ch. cxcix.] *Hull, Barnsley, and West* [43 & 44 VICT.]  
*Riding Junction Railway and Dock Act, 1880.*

A.D. 1880. 28. This agreement shall be scheduled to the Bill in order to its being confirmed by Parliament and made binding on the parties.

29. The above agreement and all the stipulations and conditions herein-before contained shall be considered as conditional upon some Act of Parliament authorising the said intended railway and dock receiving the Royal Assent before the first day of September one thousand eight hundred and eighty, and in the event of such Act not receiving the Royal Assent before that day this agreement shall become absolutely void and of no effect.

In witness whereof the said Corporation hath hereunto caused its common seal to be affixed, and the said Gerard Smith, Henry Hodge, and Henry Briggs have hereunto set their hands and seals, the day and year first herein-before written.



Sealed with the common seal of the said Corporation and signed by KELBURNE KING, Esquire, Mayor of the said borough of Kingston-upon-Hull, in the presence of

KELBURNE KING.

C. S. TODD,  
 Town Clerk.

GERARD SMITH.

L.S.

Signed, sealed, and delivered by the above-named GERARD SMITH, HENRY HODGE, and HENRY BRIGGS in the presence of

HENRY HODGE.

L.S.

FRA<sup>s</sup>. LOWE,  
 Solr.,  
 Hull.

HENRY BRIGGS.

L.S.