

**CHAPTER ccxiii.**

An Act to authorise the construction of Railways in the west riding of the county of York from Wrangbrook to Black Carr Junction with a branch to Denaby and for other purposes.

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[14th August 1890.]

WHEREAS the construction of the railways hereinafter described in the west riding of the county of York would be attended with public and local advantage :

And whereas the persons hereinafter named with others are willing at their own expense to construct the said railways and it is expedient that they be incorporated into a company (in this Act called "the Company") and that the powers hereinafter contained should be conferred upon them for and in relation to such construction :

And whereas it is expedient that the Company should be empowered to enter into and carry into effect agreements with other companies as hereinafter provided :

And whereas it is expedient that the Company should be empowered to run over and use the portion of railway and stations hereinafter referred to :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the west riding of the county of York and are hereinafter respectively referred to as the deposited plans sections and book 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

A.D. 1890. — the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title. **1.** This Act may be cited as the South Yorkshire Junction Railway Act 1890.

Incorporation of 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 Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. **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 :

“The Company” means the Company incorporated by this Act :

“The railway” or “the railways” and “the undertaking” mean respectively the railways and the undertaking by this Act authorised :

“The Hull and Barnsley Company” means the Hull Barnsley and West Riding Junction Railway and Dock Company :

“The Hull and Barnsley Railway” means the railway of the Hull and Barnsley Company :

And for the purposes of this Act 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.

Company incorporated. **4.** John Buckingham Pope John Charles Cuninghame and Edward Pope 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 South Yorkshire

Junction Railway 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 lands and other property for the purposes of this Act.

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5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes The railways hereinbefore referred to and authorised by this Act will be situate in the west riding of the county of York and are—

Power to
make rail-
ways.

A railway (No. 2) 3 furlongs 6·80 chains in length commencing in the township and parish of Conisbrough by a junction with the Manchester Sheffield and Lincolnshire Railway at a point twenty-three yards or thereabouts measured in an easterly direction along the said railway from the centre of the level crossing leading from the Mexbrough and Conisbrough Road to the Denaby Main Collieries and terminating in a field in the township of Cadeby in the parish of Sprotbrough:

A railway (No. 3) 3 miles 1 furlong 6 chains in length commencing in the said township of Cadeby by a junction with railway No. 2 at its termination and terminating in the township and parish of Sprotbrough at a point at or about the centre of Spring Lane six hundred and twenty yards or thereabouts measured in a northerly direction along the said lane from the south end thereof:

A railway (No. 4) 4 furlongs 6·70 chains in length commencing in the said township and parish of Sprotbrough by a junction with railway No. 3 at its termination and terminating in the township of Cusworth in the said parish of Sprotbrough in a field at a point twenty-five yards or thereabouts measured at right angles to and in a south-easterly direction from the centre of Long Lane at a point forty-three yards or thereabouts measured along the said lane from the south-west end thereof:

A railway (No. 5) 7 miles 1 furlong 4·40 chains in length commencing in the said township of Cusworth by a junction with railway No. 4 at its termination and terminating in the township of North Elmsall in the parish of South Kirkby by

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a junction with the Hull and Barnsley Railway at a point one hundred and twenty-five yards or thereabouts measured in a south-westerly direction along the said railway from the centre of the bridge carrying Sheep Walk Lane over the Hull and Barnsley Railway :

A railway (No. 6) 3 furlongs 6·40 chains in length wholly situate in the said township and parish of Sprotbrough commencing by a junction with railway No. 3 at its termination and terminating in a field at a point eight hundred yards or thereabouts measured in a south-easterly direction from the centre of Plaster Pit Lane at the west end thereof and seven hundred yards or thereabouts measured in a north-easterly direction from the commencement of the said railway No. 6 :

A railway (No. 7) 3 furlongs 7 chains in length commencing in the said township of Cusworth by a junction with railway No. 4 at a point forty-three yards or thereabouts measured in a northerly direction from and at right angles to the centre line of Plaster Pit Lane at a point fifty yards or thereabouts measured along the said lane from the west end thereof and terminating in the said township and parish of Sprotbrough by a junction with railway No. 6 at its termination :

A railway (No. 8) 3 miles 5 furlongs 3·40 chains in length commencing in the said township and parish of Sprotbrough by a junction with railways Nos. 6 and 7 at their termination and terminating in a field in the township of Balby-with-Hexthorpe in the parish of Doncaster at a point eighty-five yards or thereabouts measured in a north-easterly direction from and at right angles to the centre line of Balby Carr Bank at a point twelve yards or thereabouts measured along the said bank in a north-westerly direction from the south-east end thereof :

A railway (No. 9) 2 furlongs 8·50 chains in length commencing in the said township of Balby-with-Hexthorpe by a junction with railway No. 8 at its termination and terminating in the township and parish of Cantley by a junction with the Great Northern Railway at a point three hundred and sixty yards or thereabouts measured in a north-westerly direction along the said railway from its junction with the Great Northern and Great Eastern Joint Railway known as Black Carr Junction.

Restriction
on taking
houses of
labouring
class.

6. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on

the 15th day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers :

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

7. The Company shall not under the powers of this Act otherwise than by consent purchase take or enter upon the field or piece of land numbered upon the deposited plans 26 in the parish of Mexbrough or any part thereof.

Provision respecting a piece of land (No. 26) in the parish of Mexbrough.

8. The capital of the Company shall be two hundred thousand pounds in twenty thousand shares of ten pounds each.

Capital.

9. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person 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.

Shares not to be issued until one-fifth paid.

10. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

11. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in case of persons not sui juris.

12. The Company may in respect of the capital of two hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole sixty-six thousand six hundred pounds or they may if and when they have completed and opened for public traffic either so much of the railways as will form a continuous route between the commencement of railway No. 2 and the termination of railway No. 9 or so much as will form a continuous route between the commencement of railway No. 2 and the termination of railway No. 5 borrow on mortgage as aforesaid in respect of each one hundred thousand pounds of

Power to borrow.

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the said capital any sum not exceeding thirty-three thousand three hundred pounds Provided that no part of any of the said respective sums of sixty-six thousand six hundred pounds or thirty-three thousand three hundred pounds (as the case may be) shall be borrowed until the whole of the capital or portion of the capital in respect of which the borrowing powers are to be exercised is issued and accepted and one-half of such capital or portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital or portion of capital has been issued and accepted and that one-half of such capital or portion of capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital or portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital or portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and also that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

For appointment of a receiver.

13. The mortgagees of the undertaking 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 six thousand pounds in the whole or three thousand pounds in the event of the Company borrowing by instalments.

Debenture stock.

14. 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 and of all mortgages at any time created and issued by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

- 15.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied to the purposes of this Act to which capital is properly applicable. A.D. 1890.
Application
of moneys.
- 16.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordi-
nary meet-
ing.
- 17.** The number of directors shall until the first ordinary meeting of the Company be five but the Company may at that or at any subsequent ordinary meeting increase the number to seven and may from time to time reduce and again increase the number provided that the number be never less than three nor more than seven. Number of
directors.
- 18.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification
of directors.
- 19.** The quorum of a meeting of directors shall be three. Quorum.
- 20.** John Buckingham Pope John Charles Cuninghame and Edward Pope and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be 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 nominated as aforesaid 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 or nominated as aforesaid being (if they continue 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 power hereinbefore contained for increasing or reducing 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. First direc-
tors.

Election of
directors.
- 21.** The Company may take by agreement for the extra-ordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding ten acres but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section. Lands for
extra-
ordinary
purposes.

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Power to
take ease-
ments &c.
by agree-
ment.

22. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts 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.

Period for
compulsory
purchase of
lands.

23. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Widths of
certain road-
ways.

24. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):—

Railway.	Number on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
No. 3	127	Sprotbrough	Public Highway	20 feet
No. 3	110	Sprotbrough	" "	20 feet
No. 3	37	Sprotbrough	" "	20 feet
No. 4				
No. 6				
No. 5	23A	South Kirkby	" "	21 feet

Power to
divert roads
as shown on
deposited
plans.

25. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for the public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):—

Railway.	Parish.	No. of Road on Plan.
No. 3	Sprotbrough	77
No. 3		
No. 4	Sprotbrough	37
No. 6		
No. 5		

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

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26. In the execution of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the county council of the west riding of the county of York (in this section called "the council") shall (notwithstanding anything shown on the deposited plans and sections or contained in this Act) have effect unless otherwise agreed in writing between the Company and the council (that is to say):—

For the protection of the county council of the west riding.

- (1.) The alteration of the level of the Doncaster and Saltersbrook main road in the township of Brodsworth by this Act authorised shall be so made that the altered portion shall not in any part thereof have a steeper gradient than one in forty and shall be efficiently channelled and drained to the reasonable satisfaction of the surveyor of roads of the said west riding:
- (2.) Railway No. 5 shall be carried over the said main road by a girder bridge of forty feet span at the point where the same is crossed by the said railway and having a clear headway throughout of not less than sixteen feet from the surface of the centre of the said road where so crossed to the under part of the said girder bridge and no portion of the abutments of the said bridge shall project beyond or be recessed within the line of the said fences:
- (3.) The Company shall construct to the reasonable satisfaction of the said surveyor all such works and do all such things as may be necessary to prevent any subsidence of the surface of the Red House and Crofton main road where railway No. 5 will be constructed underneath the same:
- (4.) The Company shall not commence to execute any works which will interfere with either of the said main roads nor to construct any temporary or substituted road in accordance with the provisions of the Railways Clauses Consolidation Act 1845 until they shall have given to the said surveyor not less than twenty-eight days' notice in writing of their intention so to commence such works accompanied by plans sections and specifications showing the nature of the said works proposed to be executed and the position width and mode of formation

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of the said respective roads nor until the surveyor shall have signified in writing his approval of the proposed temporary and substituted roads and the mode of executing the said works unless the surveyor does not within twenty-eight days after service of the said notice plans sections and specifications signify in writing his approval or disapproval thereof or other his directions in relation thereto and the Company shall comply with all reasonable directions and requirements of the council in relation to the said roads and the mode of execution of the said works :

- (5.) All temporary or substituted roads shall be properly drained and kept in repair by the Company to the reasonable satisfaction of the said surveyor :
- (6.) All embankments arches bridges viaducts and works whereby any road is carried over the railway shall be maintained in good and substantial repair by the Company to the reasonable satisfaction of the said surveyor and if default be made herein and for the space of fourteen days after notice in writing in that behalf given by the said surveyor to the Company the Company fail to commence the necessary works to remedy such default or having commenced fail to carry on the same with reasonable dispatch the council may themselves execute and do the same and recover the costs thereof from the Company in any court of competent jurisdiction The bridges whereby the railway is carried over any road vested in the council shall be constructed and maintained so as to prevent as far as practicable the dropping of water on the road beneath :
- (7.) All works affecting the said main roads or either of them or the said temporary or substituted roads shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor but in all things at the expense of the Company and they shall pay the reasonable costs incurred by the council in and about such superintendence and in and about the inspection approval or disapproval of plans sections and specifications as aforesaid :
- (8.) The Company shall repay to the council any extra cost incurred by them in the maintenance of any road if incurred by reason of any alteration thereof made under the powers of this Act :
- (9.) If any difference arises between the Company and the council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main roads or

either of them or the said temporary or substituted roads or any of them such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be binding on both parties and the costs of the arbitration shall be borne as he shall direct.

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27. The following provisions shall apply and have effect for the protection of the Hull and Barnsley Company :—

For the protection of the Hull and Barnsley Company.

(1.) The junction between railway No. 5 and the Hull and Barnsley Railway shall be made at such a point within the limits of deviation defined upon the deposited plans and in such a manner as shall be required and approved by the engineer of the Hull and Barnsley Company and such connecting lines of approach sidings and other works shall from time to time be made and maintained by the Company as shall in the opinion of the engineer of the Hull and Barnsley Company be required for the proper accommodation of all the traffic passing over or interchanged at such junction and the several provisions of the Railways Clauses Act 1863 as to junctions shall apply to such connecting lines sidings and works :

(2.) The Company shall not purchase or take compulsorily any land or property of the Hull and Barnsley Company nor (save only as far as may be absolutely necessary for the purpose of constructing and maintaining the said junction in accordance with the provisions of this Act) 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 any railway or property of the Hull and Barnsley Company except with their consent in writing first obtained :

(3.) The Company shall indemnify the Hull and Barnsley Company against all damages losses and expenses which may be incurred by that Company by reason of or in connection with any injury to the railways or property of the Hull and Barnsley Company or any obstruction of or interference with or injury to the traffic on such railways caused by the acts omissions or defaults of the Company or any of their servants agents or contractors or by inevitable accident during the construction of or any repairs connected with the junction by this Act authorised with the Hull and Barnsley Railway or in any way consequent upon, or connected with the making maintaining or using such junction.

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For the pro-
tection of
the Great
Northern
Railway
Company.

28. For the protection of the Great Northern Railway Company (in this section called "the Great Northern Company") the following provisions shall unless otherwise agreed have effect (that is to say):—

(1.) In this section the expression "the plan" means a plan signed in duplicate by Joseph Kincaid on behalf of the Company and by Richard Johnson on behalf of the Great Northern Company :

(2.) The centre line of railway No. 9 where it will cross the land belonging to the Great Northern Company shall be constructed in the position shown by the red line on the plan :

(3.) The Company shall from time to time on their own land and at their own cost provide such of the sidings shown on the plan as the requirements of the traffic passing from or to the said railway No. 9 to or from the Great Northern Railway may demand for the proper and convenient conduct of the said traffic or as the Great Northern Company may from time to time prescribe by notice in writing to the Company as being necessary for the proper accommodation of such traffic and in the event of any difference arising between the Company and the Great Northern Company as to the sufficiency of the sidings for the proper accommodation of such traffic or the mode of giving effect thereto the same shall be from time to time determined by an engineer or other fit person to be appointed by the President for the time being of the Institution of Civil Engineers whose decision shall be final and the costs of the arbitration shall be borne as he shall direct :

(4.) The junction of railway No. 9 with the railway of the Great Northern Company shall be made at such point within the limits of deviation shown on the deposited plans as the principal engineer of the Great Northern Company shall by writing under his hand approve :

(5.) The Company in exchange for the land of the Great Northern Company situate on the south-west of the railway No. 9 shall convey to the Great Northern Company an equivalent quantity of the land marked on the plan with the letters A. A. A. and if there be any difference in the quantity of land so exchanged the Company or the Great Northern Company shall pay or receive as the case may require such a sum of money for equality of exchange as may be agreed on between the said two Companies or as in default of agreement shall be settled by arbitration under and according to the provisions of the

Lands Clauses Acts for the settlement of cases of disputed compensation. A.D. 1890.

29. For the protection of the West Riding Railway Committee (in this section called "the Committee") the following provisions shall unless otherwise agreed between the Committee and the Company have effect (that is to say):—

For the protection of the West Riding Railway Committee.

- (1.) The Company shall carry railway No. 5 over the railway of the Committee by means of a stone or brick bridge of three arches (the centre arch spanning that railway) and each arch shall have a clear width throughout of not less than 28 feet measured on the square and a height of not less than 25 feet measured from the upper surface of the rails to the centre of the arch :
- (2.) The said bridge and all works affecting the railway of the Committee (all of which are in this section included under the expression "the bridge") shall be constructed in such position and according to such plans sections and specifications as shall be reasonably approved by the principal engineer of the Committee and under his superintendence and to his reasonable satisfaction :
- (3.) The Company shall at all times maintain the bridge in good and substantial repair and condition to the like satisfaction and in default thereof the Committee may as well on the property of the Company as on their own property execute and do all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their said engineer to be the reasonable amount of their expenditure shall be repaid to them by the Company :
- (4.) With respect to any land of the Committee which the Company is by this Act authorised to enter upon take or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Committee shall sell and grant accordingly an easement or right of using so much of the said land as shall be necessary for constructing the bridge :
- (5.) The Company shall not during the construction or subsequent maintenance of the bridge interrupt or in any way interfere with the free uninterrupted and safe use of the railway of the Committee or any traffic thereon :
- (6.) The Company shall pay to the Committee the expense of the employment by them during the construction of the bridge of a reasonable number of inspectors and watchmen for watching their railway and for preventing as far as may be

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all interference obstruction danger and accident from any acts of the Company or their contractors or any servants or workmen employed by them respectively :

- (7.) If by reason of the construction maintenance or user of the bridge or any failure thereof or any act or omission of the Company or their contractors or any servants or workmen employed by them respectively the railway of the Committee be injured or any interruption or interference shall be occasioned to the traffic of the Committee the Company shall pay to the Committee all costs charges damages and expenses which they may be put to or incur by reason thereof and for all compensation for any loss or inconvenience they may sustain by reason thereof :
- (8.) If any moneys payable by the Company to the Committee under the provisions of this section be not so paid on demand thereof in writing by the Committee the Committee may recover the same from the Company with full costs of suit in any court of competent jurisdiction :
- (9.) Any question which may arise between the Company and the Committee under this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers but nothing in this section shall enable the said engineer to make the dimensions of the bridge less than those prescribed by this section.

For the protection of the Manchester Sheffield and Lincolnshire Railway Company.

30. In carrying the intended railway No. 8 by this Act authorised (hereinafter referred to as "the railway") under the railway of the Manchester Sheffield and Lincolnshire Railway Company (hereinafter called "the Sheffield Company") and also over the River Dun Navigation belonging to the Sheffield Company (hereinafter referred to as "the navigation") the following provisions for the protection of that Company shall (unless otherwise agreed on in writing between the Sheffield Company and the Company and subject as hereinafter provided) apply to and be obligatory upon the Company :—

- (1.) The Company shall carry the railway under the railway of the Sheffield Company and over the navigation at the proposed crossings thereof as shown on the deposited plans according to plans and sections to be reasonably approved by and to be executed under the superintendence and to the reasonable 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 under the railway of the Sheffield Company by means of a girder bridge having a clear width between the parapets thereof of not less than one hundred and four feet measured on the square with the railway of the Sheffield Company and the railway shall be carried over the navigation by means of a girder bridge the piers and abutments whereof shall be parallel with the navigation and having a clear span measured at right angles with the said piers and abutments of not less than one hundred feet and clear height or headway of not less than nineteen feet above the ordinary level of the surface of the water in the navigation at the point of crossing and with such additional flood openings not exceeding thirty feet in width as shall be reasonably required by the Sheffield Company. The foundations of the abutments of the bridge carrying the railway over the navigation shall be carried at such a depth below the ordinary level of the surface of the water in the navigation at the point of crossing as the principal engineer of the Sheffield Company for the time being may reasonably require :

(3.) During the construction of the railway under the railway of the Sheffield Company and over the navigation the Company will bear and on demand pay to the Sheffield 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 for protecting the navigation with proper and sufficient lights 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 the acts or 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 under the railway of the Sheffield Company and over the navigation 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 to be the reasonable amount of such expenditure shall be repaid to the Sheffield Company by the Company and in default of payment

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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 works under the railway of the Sheffield Company or over the navigation obstruct impede or interfere with the free and uninterrupted and safe use of the railway and navigation or other works of the Sheffield Company or any traffic thereon or 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 in any court of competent jurisdiction :
- (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 works in connection 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 railways 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 navigation of the Sheffield Company :
- (8.) With respect to the railway 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 any question or difference shall at any time arise between the Company and the Sheffield Company touching any plans prepared by the Company for the construction of any of the works hereinbefore provided or as to the reasonableness or sufficiency of such plans or works the same shall be settled and determined by the engineers of the Company and the Sheffield Company or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive and the costs of and incident to the reference shall be borne as he shall direct :

(10.) In the event of the undertaking of the navigation of the River Dun being purchased by the Sheffield and South Yorkshire Navigation Company under the powers of the Sheffield and South Yorkshire Navigation Act 1889 then the foregoing provisions of this section so far as they relate to the navigation (except as regards the span of the bridge over the same and the width of the flood openings provided for by sub-section 2) shall cease to apply to or be obligatory upon the Company.

31. Whereas by the Sheffield and South Yorkshire Navigation Act 1889 the Sheffield and South Yorkshire Navigation Company were incorporated and authorised (among other things) to purchase the undertaking of the navigation of the River Dun And whereas the railways No. 2 and No. 8 by this Act authorised will cross over the said navigation Therefore if the said Company purchase the said undertaking the following provisions shall have effect for the protection of the said navigation :—

For the protection of the Sheffield and South Yorkshire Navigation Company.

(1.) In this section—

“ The Navigation Company ” means the Company incorporated by the said recited Act :

“ The navigation ” means the navigation of the River Dun :

“ The bridge ” means and includes the bridges by which the said railways are to be carried across the navigation :

(2.) All works crossing or affecting the navigation shall be executed in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the principal engineer of the Navigation Company

A.D. 1890.

providing that if such engineer do not signify his approval or disapproval of the same within one month after their submission to him he shall be deemed to have approved them :

- (3.) Unless otherwise mutually agreed the bridge shall be of a single span sufficient to preserve uninterrupted the full width of the waterway at the point where it will cross over the navigation with 10 feet in addition to that width as and for a towing path Provided that unless otherwise agreed between the Company and the Navigation Company the bridge shall have a clear span of not less than 100 feet between the abutments thereof measured at right angles to the centre line of the said waterway and no part of the soffit or under side of the arch or girder of the bridge shall be lower than 19 feet above the ordinary level of the surface of the water in the navigation at the point where it is crossed by the bridge :
- (4.) The foundations of the abutments of the bridge shall be carried down to such depth below the ordinary level of the surface of the water in the navigation at the point at which it is crossed by the bridge as shall be reasonably fixed by the said engineer :
- (5.) If at any time hereafter the railway bridges existing at the passing of this Act across the navigation between Doncaster and Stainforth shall be raised or converted into opening bridges and the Navigation Company shall apply to Parliament for power at their own expense to raise the bridge so as to afford a like clear headway above the ordinary level of the surface of the water in the navigation or to convert the bridge into an opening bridge the Company shall not oppose any such application except for the purpose of securing protection for their railways and works and the traffic thereon And the Company shall after the raising or conversion of the bridge as the case may be at all times maintain the same and (in the case of conversion) work and manage the same as an opening bridge for the passage through the same of vessels which cannot with safety to the vessels or without risk of damage to the cargo therein lower their masts or chimneys and such bridge shall be so worked according to such regulations restrictions and arrangements and generally in such manner as the Board of Trade may from time to time on the application of either the Company or the Navigation Company prescribe having due regard to the relative importance of and to the regular convenient and safe working of the traffic on the railway and navigation respectively :

- (6.) The Company as well during the construction as during any repair of the bridge shall leave the navigable waterway and towing path open free and uninterrupted except so far as may be agreed between the Navigation Company and the Company :
- (7.) All works affecting the navigation shall be carried on uninterruptedly when commenced and shall be completed with all reasonable dispatch and all scaffolding piling and materials affecting the waterway or towing path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair :
- (8.) All works shall be constructed and maintained so that the traffic of the navigation shall not except as herein expressly provided be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the Navigation Company but in all things at the expense of the Company :
- (9.) The Company shall bear and on demand pay to the Navigation Company the reasonable expense of the employment by the Navigation Company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the works by this Act authorised in any way affecting the navigation and for preventing except as aforesaid any such obstruction or interference or any danger or accident from the acts or default of the Company or their contractors or the servants workmen or other persons in their respective employ :
- (10.) The Company shall at all times maintain the bridge and other works for such crossing of the navigation in good and substantial repair and condition to the reasonable satisfaction of the Navigation Company and so as not to cause any obstruction to the navigation and in default thereof the Navigation Company may as well on the lands of the Company as on their own lands do all such works and things as they may think reasonably requisite in that behalf and the reasonable cost thereof shall on demand be paid by the Company to the Navigation Company and in default of such payment may be recovered by the Navigation Company from the Company with full costs in any court of competent jurisdiction :
- (11.) If by reason of the execution or maintenance of any of the works or any proceedings of the Company or any act or omission of the Company or their contractors or of any officer

A.D. 1890.
—

servant or workman or other person employed by the Company or such contractors the navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the Company at their own cost and in default thereof the Navigation Company may make good the same and recover the reasonable cost thereof with full costs from the Company in any court of competent jurisdiction :

(12.) The Company shall indemnify the Navigation Company for any loss or damage they may suffer and for any compensation they may be required to pay for any such obstruction (except as aforesaid) interruption or interference with the traffic of the navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned :

(13.) Nothing in this Act shall extend to prevent the Navigation Company or any owner of vessels boats keels or barges using the navigation from recovering from the Company any special damage that shall be sustained by them or him for or in consequence of any such act or default as in this section is specified :

(14.) With respect to any lands or easement belonging to the Navigation Company forming part of the navigation which the Company are by this Act authorised to enter upon take use or interfere with the Company shall not except by agreement with the Navigation Company purchase and take the same but the Company may purchase and take and the Navigation Company may and shall sell and grant to the Company accordingly an easement or right of using the same so far as may be necessary for the purposes of this Act :

(15.) If any difference arise between the Company and the Navigation Company as to anything to be done or not to be done under this section or any money to be paid thereunder (except by way of compensation as in this section provided or for any easement as aforesaid) such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either party by the President for the time being of the Institution of Civil Engineers and the cost of and incident to the reference shall be borne as he shall direct but nothing in this Act shall be deemed to enable the said arbitrator to direct that any work shall be made of less dimensions than by this section is prescribed in that behalf :

(16.) The Company and the Navigation Company may agree for any variation or alteration of the works in this section provided for or of the manner in which the same shall be executed. A.D. 1890.

32. In order the better to secure means of communication with the River Dun Navigation from works which may hereafter be established for getting minerals or for other purposes and in addition to the accommodation works to which any person may be entitled under the Lands Clauses Acts it shall be lawful for the Navigation Company or the proprietor or lessee of any such works from time to time at their or his own expense to make such railways or roads upon the lands of the Navigation Company and of such proprietor or lessee and of the Company by means of bridges over or archways under the railway as may be necessary for the proper accommodation of such works and for carrying away the minerals therefrom. If any difference shall at any time arise with respect to the mode of constructing or the situation or maintenance of any such communication or the time within which the same shall be made such difference shall be from time to time determined by an engineer to be appointed by the Board of Trade upon the application of either party and the decision of such engineer shall be final and conclusive upon all parties interested and the costs of and incident to the reference shall be borne as he shall direct. Provided nevertheless that nothing herein contained shall authorise the construction of more than two such communications which shall be situate between the commencement of railway No. 2 and the termination of railway No. 3.

For preserv-
ing means of
communica-
tion to the
River Dun
Navigation
from adjoin-
ing mines.

33. Nothing in this Act contained shall entitle the Company to enter upon take or use any portion of the Sprotborough Hall Estate save in accordance with the terms of an agreement dated the 4th day of March 1890 and made between Dame Georgina Watson Copley of the first part Charles Lennox Tredcroft and George Robert Jackson of the second part and John Buckingham Pope John Charles Cuninghame and Edward Pope of the third part and which agreement is hereby confirmed and made binding upon the Company as set forth in the schedule to this Act.

For the
protection of
the Sprot-
borough Hall
Estate.

34. The Company shall well and effectually at their own cost plant in an ornamental manner with shrubs and trees the slopes of the embankments where the same will be within sight of Brodsworth Hall and shall at all times if called upon at their own cost replace when necessary any of the said shrubs and trees and in case difference shall at any time arise between the Company and

For the pro-
tection of
Brodsworth
Hall Estate.

A.D. 1890. — the owner of Brodsworth Hall for the time being as to the performance of this obligation the same shall be determined by a competent person to be nominated by the President of the Institute of Surveyors.

Deposit
money not
to be repaid
except so far
as railway is
opened.

35. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of nineteen thousand three hundred and fourteen pounds two shillings and ninepence two and three-quarters per centum consolidated stock has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act And whereas the sum of eight thousand five hundred and eighty-four pounds two shillings and ninepence part of the said sum of nineteen thousand three hundred and fourteen pounds two shillings and ninepence consolidated stock is equal in value to five per centum on the amount of the estimate in respect of the railways by this Act authorised and the sum of ten thousand seven hundred and thirty pounds the remainder of the said sum of nineteen thousand three hundred and fourteen pounds two shillings and ninepence consolidated stock is equal in value to five per centum upon the amount of the estimate in respect of certain other railways originally proposed to be authorised by this Act but which were struck out of the Bill for this Act during its progress through Parliament Be it enacted that notwithstanding anything contained in the said Act the said sum of eight thousand five hundred and eighty-four pounds two shillings and ninepence consolidated stock (which sum is in this Act referred to as "the deposit fund") shall not be paid or 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 open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the 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 deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the High Court shall on the application of the depositors or the majority of them order the

portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall 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 above-mentioned Act to the contrary notwithstanding. A.D. 1890.

36. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways complete the same and open them for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the solicitor to the 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 paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore 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. Application
of deposit.

37. On the application of the depositors at any time after the passing of this Act the High Court may and shall order that the Providing
for release
of part of
deposit
money.

A.D. 1890. — said sum of ten thousand seven hundred and thirty pounds consolidated stock the remainder of the said sum of nineteen thousand three hundred and fourteen pounds two shillings and ninepence consolidated stock so deposited as aforesaid over and above the deposit fund and the interest and dividends thereon shall be transferred or paid to the depositors or as they shall direct.

Period for
completion
of railways.

38 If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for the making and completing of the railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Toll:-

39. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say) :—

In respect of passengers and animals conveyed upon the railways or any part thereof as follows :—

For every person twopence per mile and if conveyed in or upon a carriage provided by the Company an additional sum of one penny per mile :

Class 1. For every horse ass mule or other beast of draught or burden threepence per mile and if conveyed in or upon a carriage provided by the Company an additional sum of one penny per mile :

Class 2. For every ox cow bull or head of neat cattle twopence per mile and if conveyed in or upon a carriage provided by the Company an additional sum of one penny per mile :

Class 3. For every calf pig sheep lamb or other small animal one penny per mile and if conveyed in or upon a carriage provided by the Company an additional sum of one halfpenny per mile :

In respect of all articles conveyed upon the railways or any part thereof as follows :—

Class 4. For all coals coke cannel ironstone iron ore pig-iron bar-iron rod-iron sheet-iron hoop-iron plates of iron slabs billets and rolled iron limestone chalk lime bricks salt sand fireclay cinders slag and stone per ton per mile one penny and if conveyed in or upon a carriage provided by the Company an additional sum per ton per mile not exceeding one halfpenny :

Class 5. For all dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways and for heavy iron castings including railway chairs per ton per mile one penny halfpenny and if conveyed in or upon a carriage provided by the Company an additional sum per ton per mile not exceeding one halfpenny : A.D. 1890

Class 6. For all culm charcoal and all stones for building pitching and paving all tiles slates clay (except fireclay) sugar grain corn flour hides dye-woods earthenware timber and deals metals (except iron) nails anvils vices and chains and for light iron castings per ton per mile twopence and if conveyed in or upon a carriage provided by the Company an additional sum per ton per mile not exceeding one penny :

Class 7. For all cotton and other wools drugs manufactured goods and all other wares merchandise fish articles matters or things per ton per mile threepence and if conveyed in or upon a carriage provided by the Company an additional sum per ton per mile not exceeding one penny :

And 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 conveyed on a truck or platform sixpence per mile and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh And if conveyed on a truck or platform provided by the Company an additional sum per ton per mile not exceeding twopence.

40. 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 or for each carriage or other article in addition to the several other tolls or sums by this Act authorised to be taken. Tolls for propelling power.

41. 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 animals goods or minerals conveyed on the railways or any of the railways for a less distance than three miles the Company may demand tolls and charges as for three miles :

A.D. 1890.

For a fraction of a mile beyond three 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 a 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 a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and 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 imperial avoirdupois weight :

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak elm 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.

42. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding the rates prescribed by 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 or on any part thereof as follows :—

For any parcel not exceeding seven pounds in weight threepence ;

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 but not exceeding one hundred and twelve pounds in weight one shilling and fourpence ;

For any parcel exceeding one hundred and twelve pounds but not exceeding two hundred and fifty pounds in weight one shilling and eightpence ; and

For any parcel exceeding two hundred and fifty pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit ;

A.D. 1890.

Provided always that articles sent in large aggregate quantities although made up of 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 :

For the carriage of single articles of great weight as follows : —

For any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile ;

For the carriage of any single piece of timber stone machinery or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

43. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways 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) :—

Maximum rates for passengers.

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.

44. 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 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.

For every animal in Class 1 fourpence per mile ;

For every animal in Class 2 threepence per mile ;

For every calf pig or sheep in Class 3 one penny per mile and for every lamb or other small animal three farthings per mile ;

- A.D. 1890. For everything in Class 4 one penny halfpenny per ton per mile;
For everything in Class 5 twopence per ton per mile;
For everything in Class 6 threepence per ton per mile;
For everything in Class 7 fourpence per ton per mile;
And 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 on a truck or platform sixpence per mile and for every additional quarter of a ton in weight one penny halfpenny per mile.
- Passengers' luggage. 45. Every passenger travelling upon the railways may take with him his ordinary or personal 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. 46. 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. 47. 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. 48. 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 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.
- Application of provisions of Railway and Canal Traffic Act 1888 as to revision of rates. 49. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied. Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of

Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit. A.D. 1890.

50. The Company may run over work and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purposes whatsoever and for the purposes of their traffic of every description all or any part of the portion of railway hereinafter mentioned (that is to say) :— Running powers.

So much of the Hull and Barnsley Railway as lies between the junction therewith of railway No. 5 and Kirksmeaton Station of the said Hull and Barnsley Railway :

Together with that station and all other stations and all roads platforms points signals water water engines engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said portion of railway and station respectively and the Company may demand and take in respect of the carriage of passengers animals and goods over such portion of railway the same tolls and charges as the Company are by this Act authorised to charge and take for the carriage of passengers animals and goods over the railways of the Company.

51. The terms conditions and regulations to which the Company shall in exercise of the before-mentioned running powers be subject and the tolls or other consideration to be paid by them in respect thereof shall if not agreed upon be from time to time determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decisions of such arbitrator shall be binding and conclusive on all the parties in difference and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct and any company who shall refuse or neglect to perform observe and conform to any decision given or regulation made by any such arbitrator in the premises shall forfeit and pay to such company as the arbitrator shall determine any sum not exceeding fifty pounds for every such offence and twenty pounds for every day during which such offence shall continue but in exercise of the before-mentioned respective powers the byelaws for the time being in force on the undertaking so used so far as such byelaws shall be applicable shall be observed. Terms upon which running powers are to be exercised.

52. In exercising the powers hereinbefore granted it shall not be lawful for the Company unless with the consent in writing of the Hull and Barnsley Company to take up at any station of the last-mentioned Company any passengers parcels animals goods or For protecting local traffic.

A.D. 1890. — minerals and to deliver the same at another station of the same Company and if the Company violate this enactment they shall for every such violation pay to the Hull and Barnsley Company fifty pounds by way of penalty.

As to services at stations.

53. The Hull and Barnsley Company shall perform upon the portion of railway and at the station hereinbefore specified belonging to them respectively all such services and duties as may be necessary or reasonable for the convenient conduct of the traffic of the Company upon payment of such charges for the same as may be agreed upon between the Company and the Hull and Barnsley Company and if any difference shall arise as to the amount of such payments or as to the nature extent or sufficiency of the services and duties so to be performed such difference shall from time to time be settled by an arbitrator to be appointed at the request of either party by the Board of Trade and the arbitrator to whom the matter may be referred may determine the amount of such payments and prescribe what duties and services shall be so performed and if he shall be of opinion that it is needful for the protection of the due working or development of the traffic of the Company he may prescribe that the Company may employ at any of the stations aforesaid to be designated by the arbitrator such clerks agents and servants as he may by his award define and he may likewise prescribe the accommodation that shall be given at any such station to the said clerks agents and servants and may lay down rules for their conduct and may prescribe the payments to be made for the accommodation so afforded and the award made from time to time by the arbitrator shall be binding upon the said companies and shall be obeyed by them respectively.

Power to enter into agreements with certain other railway companies.

54. The Company on the one hand and the Great Eastern Railway Company and the Hull and Barnsley Company (hereinafter called "the two Companies") or either of those Companies on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railways or any one or more of the railways or any part or parts thereof respectively and of the works connected therewith respectively and the conveyance of traffic thereon :

The supply by the two Companies or either of them (under any agreement for the railways being so worked and used) of

rolling stock and machinery necessary for the purposes of any such agreement and of officers and servants for the conduct of the traffic of the railways or any of the railways or any part or parts thereof as the case may be :

A.D. 1890.

The payments to be made and the conditions to be performed with respect to such working use management and maintenance :

The interchange accommodation and conveyance of traffic coming from or destined for the respective undertakings of the Company and of the two Companies or either of them and the division and appropriation of the revenue arising from that traffic :

The appointment of joint committees for carrying into effect all or any of the purposes of any such agreement.

55. Nothing in any agreement made under the authority of this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Great Eastern Railway Company either alone or jointly with the Hull and Barnsley Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

For protec-
tion of
Postmaster-
General.

56. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways or any part thereof as aforesaid by the two Companies or either of them and during the exercise of the running powers by this Act conferred the railways of the Company and of the company or companies with whom such agreement shall have been entered into or over whose railways such running powers are exercised as the case may be shall for the purpose of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on such other railways or any of them for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every

Tolls on
traffic con-
veyed partly
on the rail-
ways and
partly on
the railways
of other
companies.

A.D. 1890. — quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways of the Company and partly on such other railways or any of them.

Power to pay interest out of capital during construction.

57. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say) :—

- (A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :
- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C.) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :
- (E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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 the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. A.D. 1890.

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

59. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. Provision as to general Railway Acts.

60. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company. Costs of Act.

A.D. 1890.

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made this 4th day of March 1890 between DAME GEORGINA WATSON COPLEY of Sprotborough Hall in the county of York widow (hereinafter called "Lady Copley") of the first part CHARLES LENNOX TRECROFT of Glen Ancrum Guildford in the county of Surrey a Lieutenant-Colonel in Her Majesty's Army and GEORGE ROBERT JACKSON of No. 36 Essex Street Strand in the county of Middlesex solicitor of the second part and JOHN BUCKINGHAM POPE of No. 102 Piccadilly in the county of Middlesex Esquire JOHN CHARLES CUNINGHAME of No. 127 St. Vincent Street Glasgow Scotland Esquire J.P. and EDWARD POPE of Loversall Hall near Doncaster in the county of York Esquire the promoters of a Bill now pending in Parliament intituled "A Bill to authorise the construction
" of railways in the west riding of the county of York from
" Wath to Denaby and Thorne and from Wrangbrook to Black
" Carr Junction with a branch line from Cadeby to Conisbrough
" and junctions therewith and for other purposes" of the third part :

Whereas Lady Copley is the tenant for life in possession of a large residential estate in and near the parish of Sprotborough in the west riding of the county of York consisting of a mansion house pleasure grounds and park called "Sprotborough Hall" and lands adjoining thereto And whereas the said Charles Lennox Trecroft and George Robert Jackson are the trustees of the settlement of the said estate for the purposes of the Settled Land Act 1882 And whereas by the said Bill it is sought to incorporate the South Yorkshire Junction Railway Company (hereinafter called "the Company") and to give the Company power to enter upon and take compulsorily parts of the said estate and to make construct and maintain railways thereon And whereas the parties hereto of the first and second parts had prepared and signed a petition in opposition to the said Bill for the purpose of protecting the said estate and were on the point of presenting the same when negotiations were commenced between them and the said promoters which have resulted in this agreement Now it is hereby agreed between the said persons parties hereto of the first and second parts respectively and the promoters for and on behalf of and with the intent to bind the Company as follows:—

1. In case the said Bill shall pass into law during the present session of Parliament the Company shall have the option to purchase such parts of the Sprotborough Hall Estate shown upon the plans deposited in respect of the application for the said Bill as the Company may require to take under the

powers to be conferred by the said Bill and shall pay for the same such an amount of compensation as may be mutually agreed upon or settled by arbitration in the usual way under the provisions of the Lands Clauses Consolidation Act 1845 and the Acts amending the same and in addition thereto the Company shall pay to the parties hereto of the first and second parts the sum of £500 at the same time as the said compensation but such additional payment shall not prejudice the amount of the claim for compensation.

2. The purchase-money or compensation shall be paid on possession being taken by the Company.

3. The Company shall construct and maintain at their own expense the accommodation works referred to in the schedule hereto.

4. Upon completion of the purchase the Company shall if desired enter into covenants to the effect of the clause last hereinbefore contained.

5. In case any works shall be hereafter erected on the settled estate the Company will at their own cost when requested to do so by the persons requiring the same place all necessary points and sidings so far as they can be constructed on the Company's land for the use of the persons for the time being in possession of the said settled estate and the owners or tenants of the said works for the purposes of such works at the places named by the persons requiring the same.

6. If the said Bill shall pass during the present session the Company shall within three calendar months after the passing thereof pay or in default of the Company so paying the promoters will in the event of the Bill passing into law within three calendar months from the end of the present session pay to the said parties hereto of the first and second parts their costs as between solicitor and client of and relating to the said petition and of the preparation and execution of this agreement together with engineers surveyors and agents' charges and expenses for surveys plans and report and any deeds instruments proceedings and acts to be executed taken or done for the due carrying out of the same or in respect of the works and matters herein agreed to be executed and performed by the Company in addition to all other costs charges and expenses which may be payable by the Company under the Lands Clauses Consolidation Act 1845 or any other Act affecting the Company.

7. If the said Bill shall pass as aforesaid the said promoters shall procure the Company to adopt this agreement and forthwith to execute an agreement under seal with the said parties hereto of the first and second parts similar to this agreement and upon such agreement being executed the said promoters shall cease to be liable in any way under this agreement.

8. A clause shall be inserted in the pending Bill to give effect to this agreement.

9. On the faith of this agreement being in all respects specifically performed on the part of the promoters and the Company respectively the parties hereto of the first and second parts will not oppose the passing of the said Bill.

As witness the hands of the said parties hereto.

A.D. 1890. THE SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT.

ACCOMMODATION WORKS to be EXECUTED in the CONSTRUCTION of that portion
of the RAILWAY made on the SETTLED ESTATE.

At or about

M. F. C.

RAILWAY No. 3.

- 0 0 8 Under bridge 12 feet.
In the event of the Denaby Main Colliery Company erecting a public road-bridge over the River Don near this place prior to the construction of the railway the Railway Company shall in lieu of the bridge at Om. Of. 8c. construct a bridge in the most suitable position so as to provide access to the river bridge such bridge shall be of the same width as the river bridge provided always that it shall not exceed 30 feet in width.
- 0 3 5 Public road over bridge 30 feet wide.
0 5 5 Over bridge 12 feet wide.
0 7 0 Public road over bridge 30 feet wide.
1 4 0 Level crossing.
1 7 0 Ditto.
2 2 3 Road from Nursery Lane on east side of railway to field No. 88 on deposited plan (Sprotbro').
2 2 3 Ditto ditto ditto No. 83 ditto.
2 2 3 Nursery Lane dressed stone faced bridge arch 35 feet span.
2 3 0 Station for passengers and goods on public road.
2 4 3 Public road over bridge 25 feet wide and road diversion not to be so abrupt as is shown on deposited plans.
2 5 4 Public road over bridge 25 feet.
2 6 5 Ditto ditto.
3 1 6 Public road over bridge 20 feet and approach into field 59 township Sprotbro'.

RAILWAY No. 4.

- 0 1 3 Level crossing.

RAILWAY No. 5.

- 0 1 7 Public road over bridge 25 feet wide accommodation road at foot of bank to field No. 1 parish of Marr.
0 4 0 Level crossing.
0 6 5 Over bridge 16 feet wide.

RAILWAY No. 6.

- 0 2 3 Level crossing.

RAILWAY No. 8.

- Under bridge 12 feet wide 15 feet high if levels will allow.
0 1 0 Stile and foot path.
0 4 5 Public road over bridge 25 feet wide.
0 6 2 Ings Lane 12 feet wide over bridge.
1 1 0 Under bridge 16 feet wide.
1 2 0 Ditto for towing path 8 feet to 10 feet wide.

[53 & 54 VICT.]

*South Yorkshire Junction
Railway Act, 1890.*

[Ch. ccxiii.]

One part executed thus :—

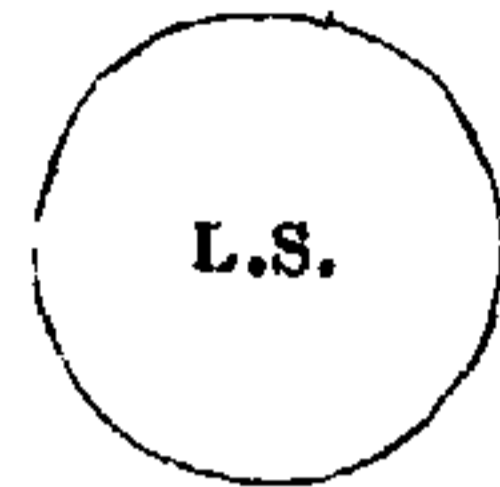
A.D. 1890.

Signed sealed and delivered by the
above-named John Buckingham } J. BUCKINGHAM POPE.
Pope in the presence of

WALTER WEBB

Solicitor

23 Queen Victoria Street E.C.

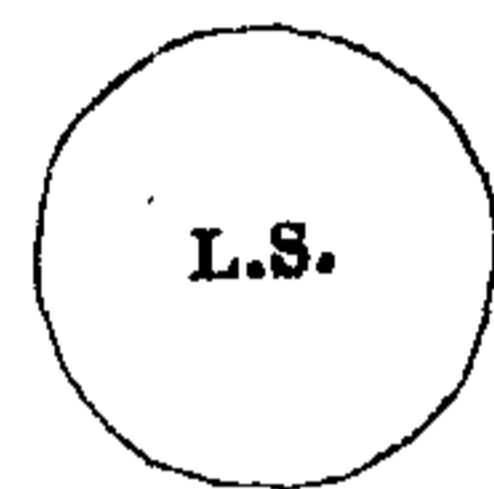


Signed sealed and delivered by the
above-named John Charles } J. C. CUNINGHAME.
Cunninghame in the presence of

J. MURPHY

23 Queen Victoria Street E.C.

Clerk to Messrs. Walter Webb & Co.

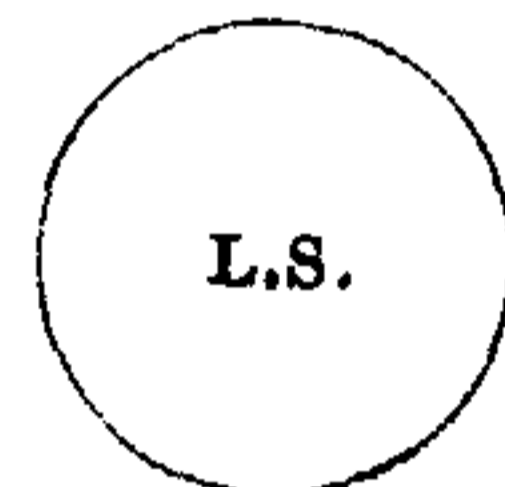


Signed sealed and delivered by the
above-named Edward Pope in the } EDWARD POPE.
presence of

GEO. WILKIE

Secretary

Denaby Main Coll. Co. Limd, Mexbro'.



Other part executed thus :—

Witness to the signatures of Dame } GEORGINA WATSON COPLEY.
Georgina Watson Copley and } C. LENNOX TRECROFT.
George Robert Jackson } GEORGE R. JACKSON.

CHAS. N. COLE

Solr.

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