

### CHAPTER clxiv.

An Act to confirm and give effect to an Agreement for the working of certain parts of the South Yorkshire Junction Railway by the Hull Barnsley and West Riding Junction Railway and Dock Company. A.D. 1891.  
[28th July 1891.]

**W**HEREAS by the South Yorkshire Junction Railway Act 1890 (in this Act called "the Act of 1890") the South Yorkshire Junction Railway Company (in this Act called "the South Yorkshire Company") were incorporated and were empowered to construct certain railways including railways therein called Railways Nos. 2, 3, 4 and 5 respectively which together form a continuous line of railway from the Manchester Sheffield and Lincolnshire Railway in the parish of Conisbrough in the West Riding of the county of York to the Hull and Barnsley Railway in the parish of South Kirkby in the same county and the capital of the South Yorkshire Company was declared to be £200,000 in 20,000 shares of £10 each and that Company were empowered to borrow £66,600 of which £33,300 might be borrowed if and when the South Yorkshire Company had completed and opened for traffic so much of the railways authorised by the said Act as would form a continuous route between the commencement of the said Railway No. 2 and the termination of the said Railway No. 5 :

And whereas by section 54 of the Act of 1890 the South Yorkshire Company and the Hull Barnsley and West Riding Junction Railway and Dock Company (herein-after called "the Hull Company") were empowered to enter into working and other agreements as therein mentioned :

And whereas the South Yorkshire Company and the Hull Company have entered into an agreement (a copy whereof is set forth in the schedule to this Act and which is herein-after referred to as "the scheduled agreement") for the working and maintenance by the Hull Company of the Railways 2, 3, 4 and 5 authorised as

A.D. 1891. — aforesaid by the Act of 1890 (which are herein-after referred to as "the railway") on the terms therein specified and by the said agreement provision is made for the division between the two Companies in certain proportions of the gross receipts for traffic on the railway and for the apportionment between the two Companies of the through rates for coal conveyed to Hull over the Hull Company's Railway from stations and collieries on the railway with a rebate to the South Yorkshire Company in respect of goods and mineral traffic arising on or destined for the railway and conveyed to and from the port or town of Hull and it is further provided that if and whenever after the opening of the railway the amount of the South Yorkshire per-centage should together with the aforesaid rebate be insufficient in any year to pay dividends and interest at the rate of  $3\frac{1}{2}$  per centum per annum upon the agreed capital expenditure of the South Yorkshire Company as defined by Article 2 of the said agreement then the Hull Company would pay to the South Yorkshire Company such additional sum of money as would suffice to make up the said dividends and interest :

And whereas it is expedient that the scheduled agreement be confirmed and made binding on the South Yorkshire Company and the Hull Company (herein-after called "the two Companies") and be carried into effect accordingly :

And whereas the South Yorkshire Company have not yet created any of their authorised capital beyond the amount required by the Act of 1890 as the qualification for directors or exercised any of the powers conferred upon them by the Act of 1890 :

And whereas it is expedient that the railway be constituted a separate undertaking of the South Yorkshire Company with a separate capital proprietary and borrowing powers :

And whereas the objects of this Act cannot be attained 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 and Barnsley and South Yorkshire Junction Railways Act 1891.

Confirmation of scheduled agreement.

2. The scheduled agreement is hereby confirmed and made binding upon the two Companies.

Power to Hull Company to apply money.

3. The Hull Company may apply for purposes of and incidental to the scheduled agreement to which capital is properly applicable

any sums which by any previous Act they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act authorising the same to be raised made applicable to any special purpose or being so made applicable are not required for such special purpose.

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4. The railway is hereby constituted a separate undertaking of the South Yorkshire Company (herein-after referred to as "the separate undertaking" the remainder of the railways authorised by the Act of 1890 being herein-after referred to as "the general undertaking") and of the share capital of two hundred thousand pounds of the South Yorkshire Company one hundred and thirty-five thousand pounds in thirteen thousand five hundred shares of ten pounds each shall be and is herein-after referred to as the capital of the separate undertaking.

Railways constituted a separate undertaking.

5. Sections 9, 10, 11 and 15 of the Act of 1890 shall apply to and in the case of shares in the capital of the separate undertaking.

Applying certain sections of Act of 1890.

6. Shares in the capital of the separate undertaking shall be deemed to be shares within the meaning and for the purposes of section 18 (Qualification of directors) of the Act of 1890.

Shares in separate undertaking available for qualification of directors.

7. The South Yorkshire Company may at any general meeting specially called for the purpose with notice of the object of the meeting and before the issue of any part of the capital authorised by the Act of 1890 resolve and determine—

Apportionment of general expenses &c.

(A) What proportion of the general charges of the South Yorkshire Company or what annual or other sum in lieu thereof shall be paid and borne out of the revenue of the separate undertaking and of the general undertaking respectively and the same shall thenceforth be paid accordingly out of such revenues respectively; and

(B) What maximum or other dividend shall either in perpetuity or for any period or periods be paid upon the capital of the separate undertaking or any part thereof and in what manner and to what purposes any surplus profits of the separate undertaking after paying such maximum dividend if any such be fixed shall be applied.

8. Sections 12, 13 and 14 of the Act of 1890 are hereby repealed.

Repealing sections 12, 13 and 14 of Act of 1890.

9. The South Yorkshire Company may in respect of the capital of the separate undertaking from time to time borrow on mortgage of the separate undertaking any sum not exceeding in the whole

Power to South Yorkshire Company to borrow.

A.D. 1891. — forty-five thousand pounds and may in respect of the residue of their capital of two hundred thousand pounds authorised by the Act of 1890 from time to time borrow on mortgage of their general undertaking any sum or sums not exceeding in the whole twenty-one thousand six hundred pounds. Provided that no part of either of the said respective sums of forty-five thousand pounds and twenty-one thousand six hundred pounds shall be borrowed until the whole of the capital in respect of which the borrowing powers are to be exercised is issued and accepted and one half of such capital is paid up and the South Yorkshire 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 has been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such 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 South Yorkshire 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.

**10.** The mortgagees of either undertaking of the South Yorkshire Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver of the premises comprised in their respective mortgages. 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 two thousand pounds in the whole.

Debenture stock.

**11.** The South Yorkshire Company may create and issue debenture stock in either of their undertakings 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 in or affecting the same undertaking at any time created and issued by that Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank as regards such undertaking *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. A.D. 1891.

**12.** The South Yorkshire Company shall keep separate and distinct accounts of their receipts credits payments and liabilities on account of the capital and the revenue of the separate undertaking and of the general undertaking respectively. Separate accounts to be kept as to separate undertaking.

**13.** In the event of and after the determination of the scheduled agreement the expenses of maintaining and working the separate undertaking shall be borne and paid by the South Yorkshire Company out of the revenue of that undertaking solely unless that Company shall at some such general meeting as aforesaid otherwise resolve and determine. As to expenses of maintaining and working separate undertaking if scheduled agreement determined.

**14.** The South Yorkshire Company shall apply the revenue arising from the separate undertaking or as the case may be from the general undertaking respectively as follows:— Application of revenue of each undertaking.

- (1) In payment of the proportion of the expenses properly attributable to the working of the respective undertaking;
- (2) In payment of any rentcharges for land on the respective undertaking;
- (3) In payment of the interest on all mortgages or debenture stock granted or issued by the Company on or in respect of the respective undertaking;
- (4) In payment of dividends on the capital of the respective undertaking or upon so much thereof as may be from time to time paid up or (as regards the separate undertaking) if any maximum rate shall be attached to the capital of the separate undertaking by the South Yorkshire Company as aforesaid dividends at such maximum rate;
- (5) To such purposes as the South Yorkshire Company may have determined as herein-before provided to apply the surplus profits of the separate undertaking.

**15.—(A)** All mortgages or debenture stock to be granted or issued by the South Yorkshire Company in respect of the capital of the separate undertaking or as the case may be of the general undertaking shall be a charge exclusively upon the undertaking in respect of the capital of which the respective mortgages or debenture stock are granted or issued and shall not comprise or affect any other property or undertaking of the South Yorkshire Com- As to mortgages and debenture stock of separate undertakings.]

A.D. 1891. — pany and no other mortgages or debenture stock granted or issued by that Company shall be a charge on that undertaking.

(B) Every mortgage from time to time granted by the South Yorkshire Company shall on the face thereof distinctly denote that such mortgage is a mortgage only upon the particular undertaking on which the same is charged.

As to voting. **16.** Shares and stock in the capital of the separate undertaking shall not confer on holders thereof any right of voting or interference at any meeting of the South Yorkshire Company on the affairs of that Company not relating to matters affecting the separate undertaking except for the election of directors and in any matters affecting the said shareholders or stockholders respectively and as regards the election of directors such shareholders and stockholders shall have the same right of voting as the shareholders and stockholders in the general capital of the South Yorkshire Company.

As to dividends. **17.** Shares and stock in either capital of the South Yorkshire Company shall be entitled to dividends (not exceeding as regards the separate capital such maximum rate if any as shall be attached thereto by the South Yorkshire Company as aforesaid) only out of the profits of the respective undertaking applicable for dividends and the certificates of such shares or stock shall distinctly denote the effect of this enactment.

Shareholders &c. in either undertaking not to interfere as to expenditure of capital of other undertaking. **18.** It shall not be lawful for the holders of shares or stock in the capital of either undertaking of the South Yorkshire Company to interfere with the expenditure of the capital of the other undertaking of that Company or in any other matter exclusively affecting such other capital or undertaking.

Separate capital to be deemed for certain purposes the capital of the Company. **19.** The separate capital of either undertaking of the South Yorkshire Company shall as regards all matters claims and proceedings affecting or connected with that undertaking be deemed to be the only capital of that Company and notwithstanding anything contained in the Act of 1890 or in the Lands Clauses Consolidation Act 1845 that Company may put in force the powers of those Acts or any Act incorporated therewith in relation to the compulsory taking of land for the purposes of either undertaking of that Company provided that the whole of the capital or estimated sum for defraying the expenses of such undertaking shall previously have been subscribed under contract binding the parties thereto their heirs executors and administrators for the payment of the several sums by them respectively subscribed.

Provision as to general Railway Acts. **20.** Nothing in this Act contained shall exempt either of the two Companies or their respective railways from the provisions of

any general Act relating to railways or the better and more im- A.D. 1891.  
partial 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 any Act relating to  
any such Company.

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

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## SCHEDULE.

ARTICLES of AGREEMENT made the 27th day of June 1891 between the SOUTH YORKSHIRE JUNCTION RAILWAY COMPANY (herein-after called "the South Yorkshire Company") of the one part and the HULL BARNSELY AND WEST RIDING JUNCTION RAILWAY AND DOCK COMPANY (herein-after called "the Hull and Barnsley Company") of the other part.

WHEREAS by the South Yorkshire Junction Railway Act 1890 (herein-after referred to as "the Act of 1890") the South Yorkshire Company were incorporated and were amongst other things authorised to make and maintain with all proper stations approaches works and conveniences connected therewith the following railways (that is to say):—

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 23 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 620 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 25 yards or thereabouts measured at right angles to and in a south-easterly direction from the centre of Long Lane at a point 43 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 a junction with the Hull and Barnsley Railway at a point 125 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 ;

And whereas it is provided by section 54 of the Act of 1890 as follows (that is to say) :—

The Company (meaning thereby the South Yorkshire Company) on the one hand and the Great Eastern Railway Company and the Hull and Barnsley Company (herein-after that is to say in this recited section 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) :— A.D. 1891.

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 agreements 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 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 :

And whereas the South Yorkshire Company and the Hull and Barnsley Company are promoting a Bill in the present session of Parliament to constitute the aforesaid Railways (2) (3) (4) and (5) together with the sidings stations junctions approaches lands works and conveniences connected therewith respectively into a separate undertaking of the Company with a separate share and loan capital as prescribed by the said Bill (which said separate undertaking is herein-after referred to as "the railway") :

And whereas the Hull and Barnsley Company are willing to work the railway in connexion with their own system and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing :

Now therefore it is hereby mutually agreed by and between the parties hereto as follows (that is to say) :—

1. The word "traffic" wherever herein employed means and includes all passengers parcels mails minerals goods merchandise and all other traffic whatsoever whether local or through to be conveyed by the Hull and Barnsley Company on the railway or any part thereof and the expression "local traffic" means traffic originating and terminating on the railway and the expression "through traffic" means traffic passing over the railway or some part thereof and also over any railways or some part of a railway from time to time owned leased or worked by the Hull and Barnsley Company.

2. The expression "agreed capital expenditure" whenever herein employed means the capital of the separate undertaking not exceeding the sum of £180,000 to be appropriated to the railway under the provisions of the said Bill.

3. The South Yorkshire Company will make and complete the railway as a single line of railway but with land and overbridges for a double line of railway and with efficient permanent way consisting of steel rails of approved section 90 lbs. to the yard and with all proper and sufficient junctions passing places sidings terminal and other stations station houses station fittings ticket cases furniture weighing machines engine and other sheds cranes water tanks water cranes cattle pens turntables signals electric telegraphs telegraph instruments dwelling-houses at level crossings where necessary and all other works

A.D. 1891. — and conveniences so that the railway shall at the latest by the 1st day of July 1893 or such extended time as may be agreed upon between the South Yorkshire Company and the Hull and Barnsley Company be in all respects fit to be opened and used for coal and mineral traffic to the reasonable satisfaction of the engineer for the time being of the Hull and Barnsley Company (herein-after called "the engineer") Provided always that in the event of any difference arising between the Hull and Barnsley Company and the South Yorkshire Company as to the reasonableness of or necessity for any requirement of the engineer under this Article such difference shall be referred to the determination of some civil engineer to be agreed upon between the Companies and upon their failing to agree to the determination of an engineer to be appointed by the Board of Trade on the application of either Company and the award of such engineer shall be binding and conclusive on both Companies Provided always that the South Yorkshire Company will for the first 12 months after the opening of the railway maintain the same and all the various works matters and things mentioned in this Article in substantial repair and good working order and condition.

4. Before the opening of the railway for public traffic the South Yorkshire Company will to the reasonable satisfaction of the engineer make all such arrangements as shall be proper and sufficient for enabling the Hull and Barnsley Company on and after the opening of the railway to work and use the same in accordance with this agreement.

5. The South Yorkshire Company will not at any time act as carriers on the railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede or interfere with or in any way disturb the exercise or quiet enjoyment by the Hull and Barnsley Company of any of the rights powers and privileges intended to be secured to them by this agreement.

6. On and after the opening of the railway between Wrangbrook and the Denaby Colliery (herein-after referred to as "the opening of the railway") the Hull and Barnsley Company shall have so far as lawfully may be exclusive possession of the same and may and shall manage work and use in perpetuity the same and the traffic thereon in accordance with this agreement.

7. On and after the expiration of twelve months after the opening of the railway the Hull and Barnsley Company will maintain and keep the same in substantial repair and in good working order and condition.

8. On and after the opening of the railway the Hull and Barnsley Company will work the same as part of the Hull and Barnsley Company's Railway and convey traffic thereon in a proper safe and convenient manner and so as fully and fairly to develop the traffic of the district to be served by the railway and from time to time will run proper and reasonably sufficient trains thereover and thereon and in convenient connexion with the trains on the main line of the Hull and Barnsley Company.

9. With respect to the conveyance of troops police or mails or other traffic (if any) which the South Yorkshire Company are from time to time specially called on to convey on the railway or any part thereof the Hull and Barnsley Company will from time to time act as the agents of the South Yorkshire Company in conveying the same and duly perform their duties in their behalf.

10. On and after the opening of the railway the Hull and Barnsley Company will provide and employ all stationmasters booking clerks porters engine drivers

guards watchmen workmen and servants and all other officers for the South Yorkshire Company (except their secretary and his staff) and will provide all such locomotive power engines carriages trucks rolling stock (other than waggons for mineral traffic which shall be supplied only to the extent to which and under the circumstances in which waggons for such traffic may for the time being be supplied by the Hull and Barnsley Company on their own railway) plant stores materials and labour as shall be proper and sufficient for the working and user of the railway by the Hull and Barnsley Company and the reception accommodation conveyance and delivery by them of the traffic thereon and the South Yorkshire Company shall not be bound to employ or provide any such person or thing. A.D. 1891. —

11. On and after the opening of the railway the Hull and Barnsley Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of the railway all the rights powers and privileges contracts and agreements whatsoever in that behalf of the South Yorkshire Company as fully and effectually as if the railway were part of the Hull and Barnsley and West Riding Railway and as if that Company had been parties thereto.

12. The Hull and Barnsley Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and save harmless the South Yorkshire Company from and against all obligations and liabilities in that behalf and all penalties for failure losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Hull and Barnsley Company or any of their directors agents officers or servants in relation thereto.

13. On and after the opening of the railway the South Yorkshire Company will bear and pay all tithes rentcharges rents rates or taxes and assessments usually paid by landowners or properly chargeable against capital and the Hull and Barnsley Company will bear and pay all rates or taxes assessments salaries wages and other outgoings in respect of the railway properly chargeable against revenue except property or income tax and Government duty and except the remuneration of the directors and auditors of the South Yorkshire Company and the salaries of their secretary and officers and their office expenses.

14. From time to time after the opening of the railway the South Yorkshire Company shall make and satisfy all expenditure and liability properly chargeable to capital.

15. If and whenever after the opening of the railway the Hull and Barnsley Company make or satisfy any expenditure or liability of the South Yorkshire Company properly chargeable to capital the amount paid or applied by the Hull and Barnsley Company in that behalf shall be a debt due to them from the South Yorkshire Company and shall bear interest at the rate of 4 per centum per annum from the date of the payment application or advance of the same by the Hull and Barnsley Company to the date of repayment thereof by the South Yorkshire Company which interest may be deducted from so much of the South Yorkshire per-centage as herein-after defined as is in excess of the amount required to pay  $3\frac{1}{2}$  per centum per annum on the agreed capital expenditure Provided always that it shall not be lawful for the Hull and Barnsley Com-

A.D. 1891. — pany to deduct the principal of any such debt or any part thereof from the South Yorkshire Company's per-centage as defined by Article 17 hereof but the South Yorkshire Company will repay such debt out of the first capital raised by them for the purposes of the railway after the date of the accrual of the same.

16. On and after the opening of the railway the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed by the general manager for the time being of the Hull and Barnsley Company and he shall have power to fix and quote such rates and fares as he may think proper and necessary and shall in other respects have and may exercise the same powers and authorities in and over the railway and the traffic thereof as he shall for the time being be authorised to exercise over the Hull and Barnsley and West Riding Railway and in the event of the South Yorkshire Company objecting to any of the tolls fares rates and charges so fixed the same shall be settled by arbitration in manner herein-after mentioned Provided always that the rates for mineral traffic between the port and town of Hull on the one side and the stations on the railway on the other side shall in no case be higher than those charged by the Hull and Barnsley Company between Hull and stations on their own railway situate at an equal distance from the said town and port.

17. The gross amount of all the tolls fares rates rents and charges from time to time payable to and receivable by the Hull and Barnsley Company in respect of the railway and the traffic thereon or receivable by the South Yorkshire Company under any existing agreements shall after deduction therefrom of the Government duty on passengers be divided between and belong to the two Companies in the following proportions (that is to say) :—

The South Yorkshire Company shall receive thereout 50 per centum of the said gross amount herein-after referred to as the South Yorkshire per-centage and the Hull and Barnsley Company shall retain or receive the remaining 50 per centum thereof and the sums retained or received by the Hull and Barnsley Company under this Article shall be deemed to satisfy and cover all their expenses of and incident to the management maintenance repair working and user by them of the railway and the traffic thereon and their other expenditure and liabilities in respect of the working thereof under this agreement.

18. This gross amount referred to in Article 17 shall comprise all the gross tolls fares rates charges and terminals if any receivable in respect of all local traffic and subject as herein-after provided in respect of coal traffic from the railway to Hull a full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual station to station clearing house terminals including the clearing house terminal on traffic arising or terminating at stations upon the railway in respect of such stations but not including in any case paid ons and moneys received or receivable and actually paid or expended for the collection cartage and delivery of goods and traffic of any description to or from any terminus or station on the Hull Barnsley and West Riding Railway or beyond the whole of which the Hull and Barnsley Company shall be entitled to deduct and retain prior to any division and shall also include all rents and other moneys of the South Yorkshire Company accruing or belonging to the South Yorkshire Company in respect of the railway.

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19. The rates for coal conveyed to Hull over the railway and to be apportioned to the South Yorkshire Company in calculating the gross receipts shall be as follows :—

In respect of all coal so conveyed from stations or places on the railway distant more than nine miles from Wrangbrook Junction the Hull and Barnsley Company will allow to the South Yorkshire Company and credit to the account of the said gross receipts of the railway the sum of 6*d.* per ton for an annual quantity of 200,000 tons and upon any excess over that quantity up to 300,000 tons the sum of 5*d.* per ton and upon any excess over 300,000 tons the sum of 4*d.* per ton and in respect of coal so conveyed from other stations and places on the railway the Hull and Barnsley Company will so allow and credit to the gross receipts of the South Yorkshire Company their mileage proportion of such through rates :

Provided that in case of any general lowering or increase of through rates for coal between the South Yorkshire Coalfield and Hull the South Yorkshire Company's said proportion per ton and the sum of 3*d.* per ton in the next ensuing Article mentioned shall be correspondingly diminished or increased.

20. In addition to the South Yorkshire per-centage the Hull and Barnsley Company will out of their proportion of the gross receipts pay to the South Yorkshire Company a sum of 3*d.* per ton upon all goods and mineral traffic arising on or destined for the railway and conveyed to or from the port or town of Hull and further if and whenever after the opening of the railway the amount of the South Yorkshire per-centage shall together with the aforesaid sum be insufficient in any year calculated from the 1st day of January to the 31st day of December to pay dividends and interest at the rate of 3½ per centum per annum upon the agreed capital expenditure of the South Yorkshire Company as defined by Article 2 hereof then the Hull and Barnsley Company will pay at the time herein-after mentioned to the South Yorkshire Company such an additional sum of money as will suffice to make up the said dividends and interest.

21. The payments to be made by the Hull and Barnsley Company to the South Yorkshire Company to carry out the provisions of this agreement shall be made half-yearly within 14 days after the 1st day of March and the 1st day of September in each year in respect of the period ending on the previous 31st day of December and 30th day of June as the case may be.

22. Each of the Companies shall keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at all reasonable times for the inspection of and transcription by the directors and agents of the Companies respectively and the Companies will respectively afford to each other all proper and sufficient facilities for such inspection and transcription accordingly.

23. Each of the Companies will within two months after the 30th day of June and the 31st day of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

24. If and whenever either of the Companies shall within 30 days after the transmission to them of any abstract of accounts require the other Company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the 30 days to pass without requiring a verification of the said abstract the same

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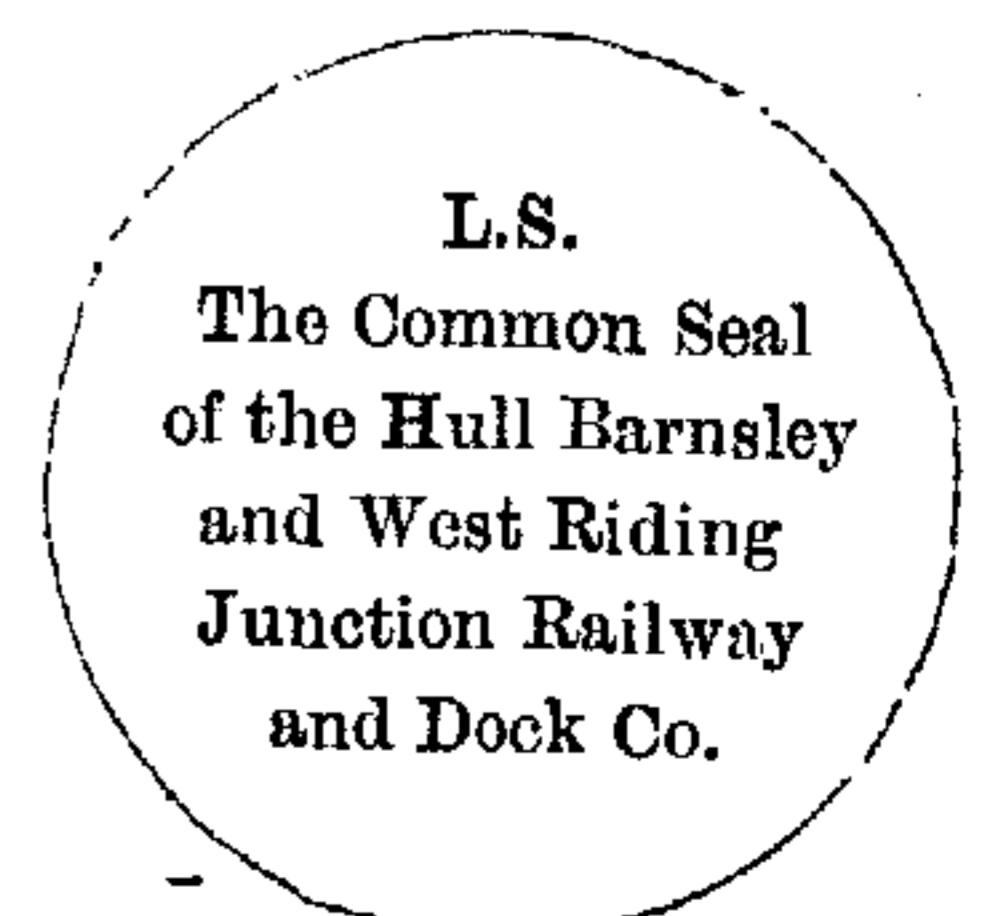
25. Every notice request account or other writing to be given by either of the Companies to the other of them for any of the purposes of this agreement shall be sufficient if it is signed by the secretary of the Company giving the notice and be left for or posted to them at their principal offices respectively.

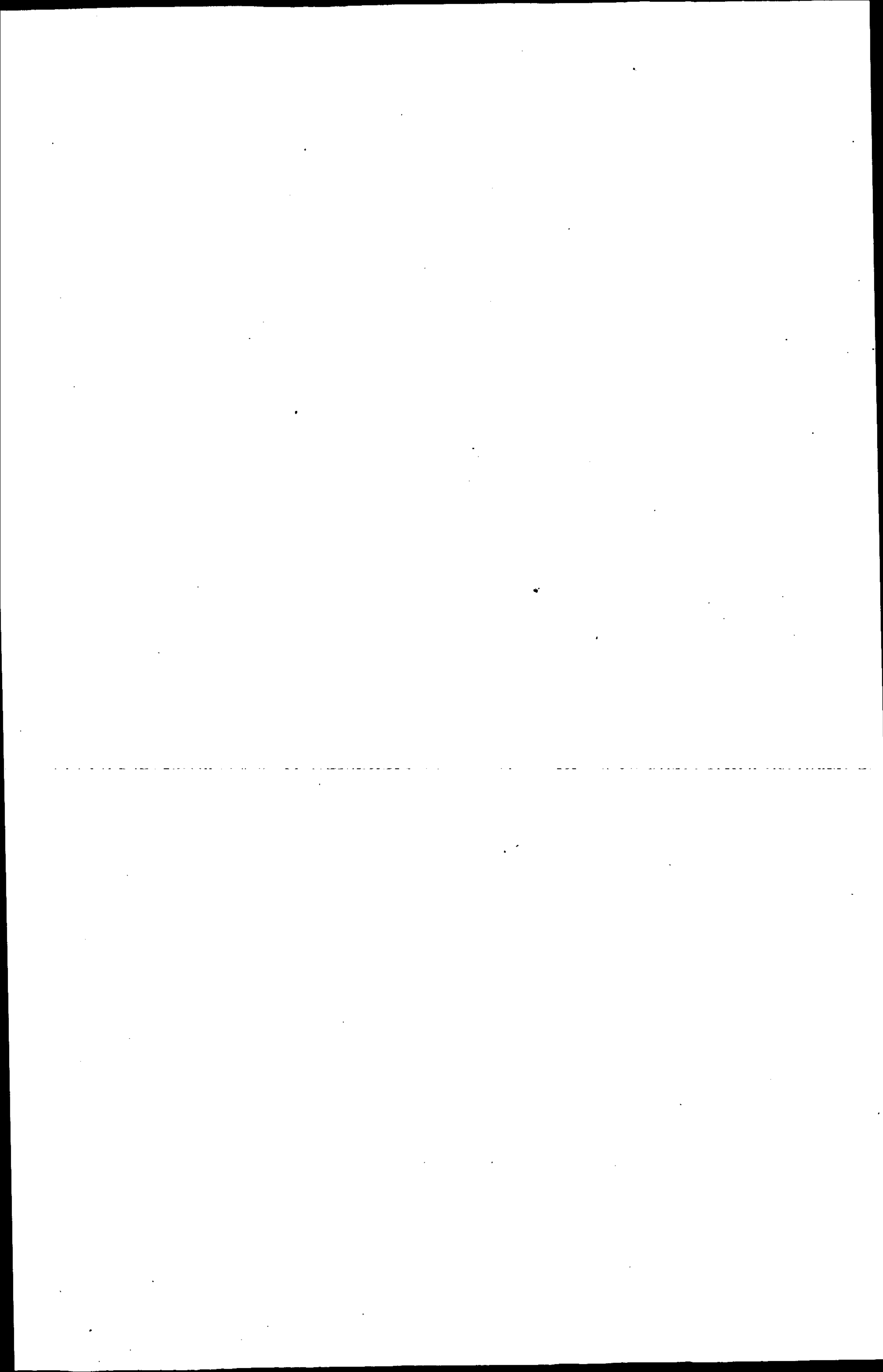
26. If the South Yorkshire Company under the powers of section 56 of the Companies Clauses Consolidation Act 1845 raise the sum of £45,000 to be authorised to be borrowed or any part thereof by creating new shares in the separate undertaking instead of borrowing the same the additional amount so raised by shares shall be deemed to be part of the share capital of the separate undertaking and shall be entitled to the benefit of the guarantee provided for by Article 20 of these presents.

27. All matters herein-before referred to arbitration and all differences which may arise between the South Yorkshire Company and the Hull and Barnsley Company (save such as are provided for under Article 4 hereof) touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching the carrying into effect of any of the Articles of this agreement or touching any breach or nonfulfilment of this agreement or as to any liability damages losses costs or expenses by reason of any such breach or nonfulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall be referred to and determined by a single arbitrator to be appointed (failing agreement) by the Attorney General for England for the time being but save as expressly varied by this Article such arbitration shall be held and conducted in accordance with the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this Article shall accordingly be and have effect as an agreement between the Companies parties hereto for arbitration under that Act.

28. This agreement is subject to the sanction of Parliament in the session of 1891 or 1892 and to any alterations or modifications which Parliament may think fit to make therein.

In witness whereof the Companies parties hereto have hereunto affixed their respective common seals the day and year first above written.





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Printed by EYRE and SPOTTISWOODE,

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T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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