



CHAPTER CCXXV.

An Act for the making and maintaining of the Woodhouse and Conisbrough Railway and for other purposes. A.D. 1897.

[6th August 1897.]

WHEREAS the making and maintaining of the railways hereinafter described would be of public and local advantage :

And whereas the persons in that behalf in this Act named with others are willing at their own expense to construct the railways if authorised by Parliament so to do and are desirous of being incorporated into a company with adequate powers for the purpose and it is expedient that they be incorporated and empowered accordingly as by this Act provided :

And whereas it is expedient that the Company and the Manchester Sheffield and Lincolnshire Railway Company be authorised to enter into working and other agreements as by this Act provided :

And whereas it is expedient that the Company be authorised to run over and use the portion of railway in that behalf in this Act mentioned :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of 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 herein-after respectively referred to as the deposited plans sections and books of reference :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

A.D. 1897. 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 Woodhouse and Conisbrough Railway Act 1897.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 and 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 subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to 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 expression "the Company" means the Company incorporated by this Act the expressions "the railway" "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised. 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. Sir George Reresby Sitwell Baronet Thomas Bolle Bosville George Morland Hutton 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 Woodhouse and Conisbrough 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.

Power to make railways. 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 herein-after described with all proper and necessary stations sidings junctions bridges viaducts roads approaches communications works and conveniences

connected therewith or incidental thereto respectively and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes. The railways herein-before referred to and authorised by this Act are wholly situate in the West Riding of the county of York and are—

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Railway No. 1.—A railway 1 mile 2 furlongs 8·2 chains or thereabouts in length commencing in the parish of Handsworth by a junction with the Manchester Sheffield and Lincolnshire Railway and terminating in the parish of Treeton by a junction with the authorised Treeton branch of the Manchester Sheffield and Lincolnshire Railway Company :

Railway No. 2.—A railway 9 miles 7 furlongs 4·3 chains or thereabouts in length commencing by a junction with the said authorised Treeton branch and terminating in the parish of Conisbrough by a junction with the South Yorkshire Railway of the Manchester Sheffield and Lincolnshire Railway Company at Conisbrough Station.

6. The capital of the Company shall be four hundred and fifty thousand pounds in forty-five thousand shares of ten pounds each.

Capital and
number and
amount of
shares.

7. 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.

8. 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 fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

9. 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.

10. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half-shares of which one shall be called "preferred half-share" and the other shall be called "deferred half-share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum

Power to
divide
shares.

A.D. 1897. — upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

Dividends on
half-shares.

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

Dividend on
preferred
half-shares
to be paid
out of the
profits of the
year only.

12. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half-shares
to be
registered
and certi-
ficates
issued.

13. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of
issue to be
stated on
certificates.

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

Forfeiture of
preferred
half-shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half-shares created under the authority

of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

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

Preferred half-shares not to be cancelled or surrendered.

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

Half-shares to be half-shares in capital.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and fifty thousand pounds but no part thereof shall be borrowed until the whole capital of four hundred and fifty thousand pounds is issued and accepted and one half thereof 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 has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such 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 that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Power to borrow.

19. 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

For appointment of a receiver.

A.D. 1897. receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

20. 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 or granted 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 of the Acts of Parliament or resolutions by which the stock and 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.

Application of moneys.

21. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First and subsequent meetings.

22. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of February or March and August or September as the directors may appoint.

Number of directors.

23. The number of the directors of the Company shall be six and the number of directors elected by the shareholders shall be three.

Qualification of directors.

24. The qualification of a director elected by the shareholders shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

25. The quorum of a meeting of directors shall be four.

First directors.

26. Sir George Reresby Sitwell Baronet Thomas Bolle Bosvile and George Morland Hutton 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 any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if 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 elect persons to supply the places of the directors then retiring from office agreeably

Election of directors.

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.

27. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Lands for extra-ordinary purposes.

28. 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.

Period for compulsory purchase of lands.

29. 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 right or privilege of water in which persons other than the grantors have an interest) 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.

Persons under disability may grant easements &c.

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

Inclination of roads.

No. of Railway.	No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
2	28	Whiston	Public	1 in 350 on west side and 1 in 30 on east side.
2	28	Ravenfield	Public	1 in 16 on the north side and 1 in 53 on the south side.

31. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-

Height and span of bridges.

A.D. 1897. after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
	RAILWAY No. 2.		Ft. in.	Ft. in.
16	Whiston -	Public -	21 0	35 0
2	Thrybergh -	Public -	16 0	30 0

Widths of certain roadways.

32. 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 herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
	RAILWAY No. 2.		Ft. in.
28	Whiston -	Public -	36 0
33	Whiston -	Public -	38 0
38	Whiston -	Public -	25 0
31	Dalton -	Public -	Width of present road
17	Ravenfield -	Public -	30 0
28	Ravenfield -	Public -	25 0
3	Hooton Roberts	Public -	37 0

Power to divert road as shown on deposited plans.

33. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and sections and shall make the new portion of road not less than twenty-four feet wide with an inclination not less than one in ninety-seven and when the new portion of road is made to the satisfaction of two justices and is open for 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) :—

No. of Railway.	Parish.	No. of Road on Plan.
2	Ravenfield - - - -	24

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And when and so soon as the said road is so stopped up all rights of way over so much of the same respectively as is so stopped up 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 portion of road so stopped up as far as the same is bounded on both sides by lands of the Company.

34. Every new or diverted or altered road or footpath made under the powers of this Act (except the stone iron or other structure (if any) carrying such road over the railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense of the Company) shall when completed and opened to the public be maintained by the persons liable to maintain the roads or footpaths of the same nature within the district in which such road or footpath will be situate If any question shall arise between the Company and any of such persons as to the due completion of any such road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and the certificate of two justices of the due completion of such road or footpath shall be conclusive evidence of the fact so certified.

Provision as to repair of new roads &c.

35. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or either of them by a bridge or bridges unless the level of such road or highway is permanently altered.

Company not liable to repair surface of road level of which is not permanently altered.

36. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may (if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties

Owners may be required to sell parts only of certain lands and buildings.

A.D. 1897. — without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Restrictions
on displac-
ing persons
of labouring
class.

37.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or

subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

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(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purposes of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired on behalf of the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12.) For the purposes of this section the expression "labouring class" means and includes mechanics artisans 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 of such persons who may be residing with them.

38. The agreement made the thirty-first day of May one thousand eight hundred and ninety-seven between Sir George Reresby Sitwell Baronet and Thomas Bolle Bosvile of the one part and the Right Honourable William Thomas Spencer Earl Fitzwilliam K.G. of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the said Earl Fitzwilliam and the Company as if the Company were parties thereto instead of the said Sir George Reresby Sitwell and Thomas Bolle Bosvile and as if that agreement were under the common seal of the Company.

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Confirming
scheduled
agreement
with Earl
Fitzwilliam
K.G.

39. For the protection of the mayor aldermen and burgesses of the borough of Doncaster (herein-after in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect (that is to say):—

For protec-
tion of
corporation
of Doncaster.

- (1) Where the said Railway No. 2 shall cross over the stream supplying Reservoir Number 2 belonging to the corporation at a point dividing the parishes of Ravenfield and Conisbrough in the West Riding of the county of York six miles two furlongs and nine chains as shown on the deposited plans or thereabouts the Company shall provide and maintain a brick culvert of four feet internal diameter under the railway embankment:
- (2) Where the said Railway No. 2 shall cross over the stream supplying Reservoir Number 3 belonging to the corporation at a point in the parish of Conisbrough in the West Riding of the county of York six miles five furlongs and two chains as shown on the deposited plans or thereabouts the Company shall provide and maintain a brick culvert of four feet internal diameter under the railway embankment:
- (3) Where the said Railway No. 2 shall cross over the brick tunnel containing a cast-iron conduit of two feet in internal diameter belonging to the corporation at a point in the said parish of Conisbrough in the West Riding of the county of York seven miles one furlong and seven chains as shown on the deposited plans or thereabouts the Company shall provide and maintain a tunnel six feet in internal diameter with a cast-iron conduit two feet in internal diameter under the said railway and at one end an inspection manhole shall be provided:
- (4) Where the said Railway No. 2 shall cross the line of pipes belonging to the corporation in the parish of Denaby in the West Riding of the county of York at or near the point nine miles five chains or thereabouts as shown on the deposited plans

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the Company shall divert such line of pipes in the manner shown on a plan signed in duplicate by W. H. R. Crabtree on behalf of the corporation and by William Beswick Myers Beswick on behalf of the Company and carry the same under the railway in a tunnel of at least seven feet in width and four feet three inches in height and shall lay a second line of pipes in and maintain such tunnel:

- (5) If and where the said Railway No. 2 shall by reason of the cutting interfere with the conduit belonging to the corporation for about twenty chains at a point in the parish of Conisbrough in the West Riding of the county of York nine miles five furlongs as shown on the deposited plans or thereabouts the Company shall provide and maintain a cast-iron pipe conduit twenty-one inches in diameter at a safe distance from the side of the said railway cutting:
- (6) With the exception of the crossings referred to in sub-sections 1 2 3 4 and 5 no part of the said Railway No. 2 or the embankment or cutting thereof shall cross or rest upon any of the pipes or conduits of the corporation and no part of such railway or embankment or cutting shall except as aforesaid be made nearer than ten feet from the side of such pipes or conduits:
- (7) In carrying out the works by this Act authorised the Company shall not divert any streams or do any act whereby the water supply belonging to the corporation may in any way be diminished or damaged nor shall the right of the corporation and their servants and workmen to access to their conduits pipes watercourses or other works be impeded or diminished by the Company:
- (8) The works necessary for carrying out the provisions of this section shall be executed by the Company at their own cost and to the reasonable satisfaction of the surveyor for the time being of the corporation and they shall in every respect be completed before the Company shall proceed to construct any part of the said Railway No. 2 which may affect the works of the corporation and in carrying out the works as herein-before specified proper temporary provision shall be made by the Company for securing an uninterrupted supply of water to the borough of Doncaster:
- (9) If any difference shall arise between the corporation and the Company as to the manner in which any of the works in this section provided for are to be executed or as to the reasonableness or sufficiency thereof the same shall be settled and determined

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by agreement between the engineer of the Company and the surveyor of the corporation or failing agreement by an engineer to be appointed by the President 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:

- (10) The Company and the corporation may enter into and carry into effect agreements for any variation in the works to be done under this section or the mode of executing the same.

40. Notwithstanding anything in this Act contained the following provisions for the protection of the mayor aldermen and burgesses of the borough of Rotherham (in this section called "the corporation") shall apply and have effect (that is to say):—

For protec-
tion of
corporation
of Rother-
ham.

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation:
- (2) Any water which would in ordinary course flow into any reservoir filter bed or other receptacle or apparatus of the corporation which may be tapped or in any way interfered with by the Company in constructing any of the works authorised by this Act shall be conducted by means of pipes or channels (to be laid or constructed by and at the expense of the Company) into the nearest stream or feeder flowing into the reservoirs or filter beds of the corporation:
- (3) The Company shall make full compensation to the corporation for any diminution in their supply of water and also for any pollution of their water supply which may result from the construction of the railway or any works connected therewith or any works or operations of the Company and the amount of any such compensation shall be settled as a question of disputed compensation under the Lands Clauses Consolidation Act 1845:
- (4) Railway No. 2 where it is intended to cross over any water main pipe conduit or culvert belonging to the corporation shall be constructed with a sufficient arch so as to leave the water main pipe conduit or culvert accessible for the purpose of maintenance renewal repair or extension:
- (5) Whenever in the execution of any of the powers of this Act it may be necessary to make an embankment over any existing watercourse flowing into any reservoir filter bed or other receptacle or apparatus of the corporation the Company shall before making such embankment construct a culvert or

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culverts which shall be sufficiently large to carry off at least the quantity of water that may pass down such watercourse in times of flood and sufficiently long to protect the stream from pollution during and after the construction of the embankment aforesaid :

- (6) No water which would in ordinary course flow into any reservoir of the corporation shall be diverted or in any way interfered with until the works provided by this section have been constructed :
- (7) Any water suitable for domestic use which may be tapped by the Company in making any cuttings within the Dalton watershed of the corporation shall so far as the Company can lawfully do so be conducted by means of pipes or channels (to be laid or constructed by and at the expense of the Company) into the nearest stream or feeder flowing into the reservoirs or filter beds of the corporation :
- (8) No works shall be constructed or pipes laid under this section except in conformity with plans to be previously submitted to and reasonably approved by the surveyor of the borough of Rotherham and the works shall be carried out under his superintendence and to his reasonable satisfaction and at the expense in all things of the Company Provided that if such surveyor shall not disapprove of such plans within fourteen days after the same shall have been submitted to him he shall be deemed to have approved them and the Company may construct such works in accordance with them :
- (9) If by reason of the execution of any of the powers of this Act the corporation shall incur any cost in altering or lengthening any existing or making any other water main pipe or apparatus the Company shall repay to the corporation such costs and the same shall be a debt due from the Company to the corporation and recoverable accordingly :
- (10) The Company and the corporation may enter into and carry into effect agreements for any variation in the works to be done or in the mode of executing the same :
- (11) If any difference shall arise between the corporation and the Company as to the manner in which any of the works in this section provided for are to be executed or as to the reasonableness or sufficiency thereof the same shall be settled and determined by agreement between the engineer of the Company and the surveyor of the corporation or failing agreement by an engineer to be appointed by the President 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. A.D. 1897.

41. 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 the Act) have effect unless otherwise agreed in writing between the Company and the council (that is to say):—

For protection of county council of West Riding of Yorkshire.

(1) The bridge whereby the railway is carried over the Rotherham and Pleasley main road shall be of the full width of the said road between the fences thereof where so crossed by the railway and shall have a clear headway throughout of not less than twenty feet from the surface of the said road at the point of crossing to the under part of the said bridge. No portion of the abutments of the said bridge shall project beyond or be recessed within the line of the said fences:

(2) The said bridge shall be so constructed and maintained as to prevent the dropping of water upon the road beneath and otherwise made as far as practicable watertight:

(3) The Company shall construct to the reasonable satisfaction of the surveyor of the council all such works and do all such things as may be necessary to prevent any subsidence of the surface of the Rotherham and Barnby Moor main road the Bawtry and Tinsley main road the Doncaster and Tinsley main road the Brampton Bierlow and Hooton Roberts main road and any other roads under the control or jurisdiction of the council respectively where the railway will be constructed underneath the same respectively:

(4) The Company shall construct and maintain on both sides of the said bridge and main roads at the point of crossing and for such distance in continuation thereof as the council shall require substantial parapets or close screens of the height of six feet at least and all such parapets fences and screens shall not be used for the posting of bills or advertising purposes by means of posters or placards on the sides facing the road:

(5) The Company shall not commence to execute any works which will interfere with any of the said main roads nor to construct any temporary or substituted road 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

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position width and mode of formation of the said respective roads nor until the said 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 said 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 his directions in relation thereto and the Company shall comply with all such reasonable directions and requirements of the said surveyor in relation to the said roads and the mode of execution of the said works :

- (6) All temporary or substituted roads shall be properly drained and kept in repair by the Company to the reasonable satisfaction of the said surveyor :
- (7) Any road over the railway except where the railway is in tunnel and all embankments arches bridges viaducts and works whereby any such 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 In the event of the subsidence of or injury to any road over the railway when in tunnel arising in consequence of the railway works the Company shall reinstate and thereafter keep in repair such road or roads for a period of twelve months from the date of the completion of the reinstatement or reparation thereof to the reasonable satisfaction of the said surveyor If default be made in the carrying out of the provisions of this sub-section and for a 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 despatch the council may themselves execute and do the same and recover the cost thereof from the Company in any court of competent jurisdiction :
- (8) The said roads respectively or the traffic thereon shall not during the construction of the said railway or any works in connexion therewith or during any subsequent repairing thereof be unnecessarily obstructed or interfered with All works affecting the said main roads or any 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 : A.D. 1897.

(9) 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 the Act :

(10) If any difference arise 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 bridges or any of them or the said temporary or substituted roads or any of them such difference shall be settled by an engineer to be agreed on between the parties and failing agreement 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.

42. For the protection of Edmund Beckett Faber George Denison Faber and Francis Charles Greenfield the trustees acting under and in execution of the trusts of the will dated the sixteenth day of September one thousand eight hundred and ninety-five of Andrew Montagu deceased or other the owners for the time being of certain lands now owned or claimed to be owned by the said trustees as such trustees (all and every of which trustees and owners are in this section referred to by the expression "the owners") to the south-east of the Mexbrough and Doncaster public road and through which Railway No. 2 is by this Act authorised to be constructed the following provisions shall apply and have effect :—

For protection of trustees of will of Andrew Montagu deceased.

(1) The Company shall when making the said Railway No. 2 construct at their own cost at each of the three points marked respectively "Bridge A" "Bridge B" and "Bridge C" upon certain plans signed in duplicate by Messrs. Greenfield and Cracknall on behalf of the said trustees and by Messrs. Land and Foster on behalf of the Company and shall thereafter maintain a bridge for carrying over the said railway the road or street laid out or intended to be laid out at or about such point as shown upon the said plan :

(2) If the owners shall before the commencement of any of the said bridges respectively give notice to the Company to alter the position of such bridge from the position thereof as shown on the said plan the Company shall alter such position accordingly if they can do so without thereby incurring

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any additional cost and without causing to themselves any inconvenience in the construction of the said railway :

- (3) Each of the said bridges shall be so constructed that the surface of the roadway thereover shall be level with the adjacent portions of the road or street which it shall carry and shall be constructed of a width of not less than thirty-six feet between the parapets thereof and shall be so constructed that gas or water pipes may from time to time and at any time be laid over or through the same by the owners and the district council of the district within which such bridge shall for the time being be or by any of them :
- (4) Each of the said bridges shall be constructed with a carriage-way thereover macadamised and channelled and a footway thereover on either side of such carriage-way flagged to the satisfaction of the district council in whose district such bridge shall for the time being be and the parapets shall be topped with iron standards and chains or be constructed of open lattice work.

For protec-
tion of
Rother Vale
Collieries
Limited.

43. The Company shall carry the Railway No. 1 over the Orgreave Colliery branch and the sidings connected therewith of the Rother Vale Collieries Limited numbered on the deposited plans 8 and 8A in the parish of Treeton by means of a bridge of two spans of not less than 62 feet each and with a headway of not less than 14 feet 6 inches unless otherwise agreed between the Rother Vale Collieries Limited and the Company.

For protec-
tion of
Denaby and
Cadeby Main
Collieries
Limited.

44. Notwithstanding anything in this Act contained the Company shall not otherwise than by agreement enter upon take or use any of the lands and properties belonging or reputed to belong to the Denaby and Cadeby Main Collieries Limited numbered respectively 26 to 56A all inclusive on the deposited plans in the parish of Conisbrough or any of the lands belonging or reputed to belong to that company numbered 57 on the deposited plans in the said parish of Conisbrough other than and except the portion thereof containing 1 rood 16·4 perches and coloured pink on a plan signed in duplicate by William Beswick Myers Beswick on behalf of the Company and by George Wilkie on behalf of the Denaby and Cadeby Main Collieries Limited.

Agreements
as to
junctions &c.

45. The Company and the Manchester Sheffield and Lincolnshire Railway Company may enter into and carry into effect contracts agreements and arrangements for or with respect to the point at which the mode in which and the terms and conditions upon which any junction or junctions between the railways of the two

companies shall be made the use management and maintenance of stations sidings platforms works and conveniences upon the railways of the two companies or either of them and all incidental matters. A.D. 1897.

46. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of eighteen thousand one hundred and eighty-two pounds two and three-quarters per centum consolidated stock being five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster General for and on behalf of the supreme court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act 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 railway open the same for public traffic and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for public traffic then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway 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 railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors 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.

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

47. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for public traffic 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

Application of deposit.

A.D. 1897. other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway 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 if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

48. If the railway is 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 making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls.

49. The Company may demand and take for the use of the railway by any other company or person with their engines and carriages such reasonable tolls as they think fit.

Rates for
merchan-
dise.

50. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 which Order is scheduled to and confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892 shall be applicable and apply to the Company as if it were named in the appendix to the schedule to the Order confirmed by the said Act. Provided that in respect of the conveyance of a consignment of perishable merchandise not

exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight. A.D. 1897.

51. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say):— Charges for small parcels.

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 ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

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

52. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every 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 threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

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

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Foregoing
charges not
to apply to
special
trains.

54. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway 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 upon the railway.

Agreements
with
Manchester
Sheffield and
Lincolnshire
Railway
Company.

55. The Company and the Manchester Sheffield and Lincolnshire Railway Company 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 enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say):—

The management use working and maintenance by the Manchester Sheffield and Lincolnshire Railway Company of the railways and works or any or either of them or any part or parts thereof respectively ;

The supply under and during the continuance of any agreement for the working and use of the railways by the Manchester Sheffield and Lincolnshire Railway Company of any rolling or working stock necessary for the purposes of such agreement and of officers and servants for the conduct of the traffic on such railways ;

The payments to be made and the conditions to be performed with respect to the matters aforesaid ;

The interchange accommodation conveyance and delivery of traffic upon or coming from or destined for the respective undertakings of the contracting parties ;

The fixing and division between the contracting parties of the receipts arising from such traffic ;

The payments allowances rebates and drawbacks to be paid made or allowed by either of the contracting parties to the other of them for or on account of any of the matters to which the respective agreement relates.

Saving for
Postmaster-
General.

56. Nothing in this Act or in the agreement set forth in the Third Schedule to this Act or in any agreement made under the authority of this Act shall affect the rights of Her Majesty's 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 be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Manchester Sheffield and Lincolnshire Railway Company.

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57. The Company may by agreement with the Manchester Sheffield and Lincolnshire Railway Company run over and use with their engines and carriages and their officers and servants and for the purposes of their traffic of every description the portion of the said authorised Treeton branch of the Manchester Sheffield and Lincolnshire Railway Company situate and lying between the respective junctions therewith of the railways together with the stations sidings roads booking and other offices warehouses sheds landing-places watering-places water supplies signals junctions points works conveniences and appliances on or connected with the said portion of railway.

Power to
run over and
use portion
of railway.

58. The terms and conditions on which the Company may run over and use the said portion of railway and the works and conveniences connected therewith shall be such terms and conditions as may from time to time be agreed on between the Company and the Manchester Sheffield and Lincolnshire Railway Company.

Terms and
conditions
for such
running over
and using.

59. The Company may demand and take for all passengers and merchandise (including perishable merchandise by passenger train) conveyed by them on the said portion of railway and for carriages wagons and trucks respectively conveying the same and provided by them and for locomotive engines or other power provided by them and for all services performed by them thereon and for all other matters with respect to traffic thereon a like amount of fares rates or other charges as by the several Acts and Orders relating to the said portion of railway are authorised to be demanded and taken for like traffic services and matters thereon respectively and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects.

Rates &c. on
portion of
railway run
over.

60. The Company in running over or using the said portion of railway in accordance with the provisions herein-before mentioned shall at all times observe the regulations and byelaws for the time being in force on the portion of railway so run over and used so far as such byelaws shall be applicable to them.

Byelaws to
be observed.

61. Where under the provisions of this Act or of any agreement in pursuance of this Act traffic is conveyed partly on the railway of the Company and partly on the railway of the Manchester Sheffield and Lincolnshire Railway Company the railway of the Company and the railway of the Manchester Sheffield and Lincolnshire Railway

Rates and
charges on
traffic con-
veyed partly
on railway of
Company
and partly on

A.D. 1897.
—
Manchester
Sheffield and
Lincolnshire
Railway.

Company shall for the purposes of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway of the Manchester Sheffield and Lincolnshire Railway Company for a less distance than three miles rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic including perishable merchandise by passenger train conveyed partly on the railway of the Company and partly on the railway of the Manchester Sheffield and Lincolnshire Railway Company the Company shall be deemed to be a company connected with the Manchester Sheffield and Lincolnshire Railway Company and specified in the appendix to the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892.

Confirming
scheduled
agreement
with
Manchester
Sheffield and
Lincolnshire
Railway
Company.

62. The agreement made between certain persons for and on behalf of the Company of the first part and the Manchester Sheffield and Lincolnshire Railway Company of the second part as set forth in the Third Schedule to this Act is hereby confirmed and made binding on the Company as if they in their corporate capacity had been party thereto and upon the Manchester Sheffield and Lincolnshire Railway Company Provided always that the said agreement shall be subject to revision by the Railway and Canal Commission or any three of the commissioners for the protection of the interests of the public under the powers of section 27 of the Railways Clauses Act 1863 as if the same were a working agreement within the meaning of that Act.

Power to
pay interest
out of
capital
during
construction.

63. 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 railway or such less period as the directors may determine but subject always to the conditions herein-after 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

one half 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 : A.D. 1897.

- (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 forty-five 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 herein-before 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.

64. 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.

65. Nothing in this Act contained shall exempt any Company mentioned in this Act or the railways of any such Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under Provision as to general Railway Acts.

A.D. 1897. the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the respective companies.

Costs of Act. **66.** All costs charges and expenses preliminary to and of and incident to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS
ONLY MAY BE REQUIRED TO BE TAKEN.

Parish.	Nos. on deposited Plans.
Treeton - - - - -	54
Whiston - - - - -	10 20A 32
Dalton - - - - -	45
Ravenfield - - - - -	16
Conisbrough - - - - -	61

THE SECOND SCHEDULE.

AGREEMENT made the thirty-first day of May 1897 between Sir GEORGE RERESBY SITWELL Bart. of Renishaw Hall Eckington near Rotherham and THOMAS BOLLE BOSVILE of Ravenfield Park Ravenfield near Rotherham (herein-after called "the promoters") of the one part and The Right Hon. WILLIAM THOMAS SPENCER EARL FITZWILLIAM K.G. (herein-after called "the owner") of the other part.

WHEREAS the promoters are promoting a Bill in Parliament under the name or short title of the Woodhouse and Conisbrough Railway Bill to incorporate a company to be called the Woodhouse and Conisbrough Railway Company (herein-after called "the Company") and authorise the construction and maintenance of certain railways described in the Bill:

And whereas the said railways will be constructed across property of the owner and the owner has deposited a petition praying to be heard against the Bill:

And whereas it has been agreed that the owner shall withdraw from further opposition on the terms herein-after appearing:

Now it is hereby mutually agreed as follows:—

1. The owner shall withdraw the petition deposited by him against the Bill.

2. In constructing the railways proposed to be authorised by the Bill and in exercising the powers proposed to be conferred upon them by the Bill the Company shall be bound by and conform to the following provisions:—

(A) The Company shall construct and maintain for the use of the owner and his tenants a bridge for a roadway under the Railway No. 2 at

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the distance of 8 miles $19\frac{1}{2}$ chains as shown on the deposited plans from the point of commencement of such railway and a bridge for a roadway under the said railway at the distance of 8 miles and 30 chains as shown on the deposited plans from the said point of commencement which bridges shall be of a clear width between the abutments thereof of not less than 15 feet and shall have a headway throughout of not less than 15 feet above the surface of the roadway to be constructed underneath the same :

The Company shall form pitch metal and drain a roadway of 15 feet in width underneath each of the said bridges and each such roadway where it passes under the said bridge shall be on a not lower level than the present level of the ground at that point and the Company shall also erect substantial oak gates across the said roadways with proper and sufficient posts in line with the fences of the railway on both sides of each of the said bridges and shall for ever after maintain the said roadways bridges gates and posts :

- (B) The Company shall remove the fences between the properties numbered respectively on the deposited plans 4 and 5 in the parish of Hooton Roberts and between the properties numbered respectively 8 and 9 in the said parish and between the properties numbered respectively 10 and 11 in the said parish as shown on the plan annexed hereto and shall properly stub up the fences and make good the site thereof with soil so as to be fit for agricultural purposes :
- (C) The Company shall lay down a proper earthenware pipe of an internal diameter sufficient for the purpose of carrying the stream now separating the properties numbered respectively on the deposited plans 4 and 5 in the said parish :
- (D) If in constructing the railway the Company tap or interfere with the springs of water on the said property No. 4 in the said parish or any other springs on the property of the owner between the distances of 7 miles $6\frac{1}{2}$ furlongs and 8 miles and half a furlong the Company shall forthwith divert and pass along the railway the water arising from such springs and discharge the same into the present stream at its nearest point :
- (E) The Company shall construct and place three substantial oak gates with proper and sufficient gate posts on the properties numbered respectively on the deposited plans 11 12 and 14 in the said parish at the points marked "gate" on the plan annexed hereto :
- (F) If the Company interfere at any point in the owner's property with any outfall for land drainage they shall construct a new outfall and connect the same with the side drains of the railway such side drains to be proper and sufficient for land drainage and to be constructed and maintained by the Company on both sides of the railway and the owner shall have full right to drain into such side drains :
- (G) All works to be constructed or matters or things to be done under this Agreement to be constructed and done to the reasonable satisfaction of the owner or his authorised agent.

3. The foregoing provisions shall be in addition to and not in substitution for any liability or obligation imposed upon the Company by section 68 of the Railways Clauses Consolidation Act 1845.

4. The owner and the family and visitors of such owner shall have the exclusive right at their own risk of sporting and hunting on and over lands of the Company acquired from the owner for the purpose of the railway including the railway and the banks and slopes thereof.

5. The Company shall pay to the owner the sum of 250*l.* for the cost of the opposition of the owner to the Bill and for the costs preliminary to and of and incidental to this Agreement and its confirmation such sum shall be paid by the Company out of the first capital to be raised under the powers of the intended Act.

6. Within six months after the Royal assent shall have been obtained to the Bill for the intended Act the promoters shall procure the Company to ratify adopt and confirm this Agreement under their common seal and the same shall thereupon take effect as if the Company were parties thereto instead of the promoters and the Company shall not commence any works in the said parish of Hooton Roberts until they have sealed and adopted this Agreement and until the Company have so sealed and adopted this Agreement the promoters shall be jointly and severally responsible for the due performance and observance of the several stipulations and conditions herein-before contained and shall be liable in damages for every and any breach or non-observance or non-performance thereof and in the event of the Company not sealing and adopting this Agreement within such period as aforesaid the promoters shall jointly and severally be liable to pay to the owner the said sum of 250*l.* for costs.

7. If Railway No. 2 proposed to be constructed under the powers of the Bill be abandoned or not constructed within the time limited on that behalf by the said intended Act such sum of 250*l.* shall be paid to the owner before the money deposit made in respect of the Bill is released.

8. This Agreement shall if required by the owner be scheduled to and confirmed by the Bill or at the option of the owner clauses giving effect to this Agreement shall be embodied in the Bill and this Agreement if scheduled to the Bill shall be subject to such alterations (if any) as Parliament may see fit to make therein.

As witness the hands of the said parties hereto.

Witness to the signature of Sir }
George Reresby Sitwell } GEORGE RERESBY SITWELL.

WM. H. LAND

Solicitor

Scarborough.

Witness to the signature of Thomas }
Bolle Bosvile } THOMAS BOLLE BOSVILE.

WALTER ROBINSON

Clerk in Holy Orders

Ravenfield Vicarage

Rotherham.

A.D. 1897.

Witness to the signing hereof by the }
 said William Thomas Spencer } FITZWILLIAM
 Earl Fitzwilliam }

GEORGE PONSONBY TALBOT
 Estate Office
 Wentworth.

THE THIRD SCHEDULE.

AN AGREEMENT made the thirtieth day of March 1897 between Sir GEORGE RERESBY SITWELL of Renishaw Park Renishaw in the county of Derby Baronet and THOMAS BOLLE BOSVILE of Ravenfield Park near Rotherham in the county of York Esquire being with others the promoters of an intended company to be called the Woodhouse and Conisbrough Railway Company (herein-after called "the intended Company") for and on behalf of the intended Company of the first part and the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") of the second part Whereas the parties hereto of the first part are with others promoting a Bill (herein-after referred to as "the said Bill") in the present session of Parliament to obtain powers to incorporate the intended Company and to construct certain railways herein-after described and herein-after with the stations sidings approaches yards buildings junctions lands works and conveniences connected therewith called "the new railways" which railways if and when constructed will form connexions with the railways of the Sheffield Company And whereas it would be for the public convenience that the Sheffield Company should work the traffic of from and over the proposed new railways in connexion with their own railways and the parties hereto have accordingly entered into an arrangement with that view Now these presents witness that it is hereby agreed between the parties hereto for themselves their respective successors and assigns as follows:—

1. The intended Company shall subject to the obtaining of such parliamentary powers as aforesaid and subscription of the requisite capital acquire all necessary lands and effect the redemption of all quit rents tithes tithe rentcharge land tax and other like outgoings capable of redemption and make construct and complete the new railways as a first-class double line of railway throughout with rails chairs and sleepers for the permanent way of the weight and quality used and laid down in the manner now observed

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on the Sheffield Company's line and the junctions with the Sheffield Company's railways together with the necessary junction signals station and other signals signal cabins station accesses station fittings and furniture electric telegraph station-masters' houses lodges and residences for gatekeepers on the same principle as that in use on the Sheffield Company's line or system goods sheds sidings loading banks cranes weighing machines tanks water cranes provisions for speaking telegraph apparatus and all other necessary works and conveniences for the accommodation and conduct of the traffic on the intended new railways and shall provide such necessary conveniences and facilities for the exchange of traffic at the junctions of the new railways with the railways of the Sheffield Company in such manner and so far as they are usually provided by independent railway companies forming junctions with each other and all which railway stations sidings signals works and conveniences shall be made done executed and completed to the reasonable satisfaction in all respects of the engineer for the time being of the Sheffield Company who shall before the opening of the new railways for public traffic give a certificate in writing that the provisions of this clause have been complied with such certificate to be as between the parties hereto conclusive evidence thereof and also to the satisfaction of the Board of Trade.

2. The new railways herein-before referred to are as follows:—

- (1) Railway No. 1 commencing in the parish of Handsworth by a junction with the Manchester Sheffield and Lincolnshire Railway and terminating in the parish of Treeton by a junction with the authorised Treeton branch of the Manchester Sheffield and Lincolnshire Railway:
- (2) Railway No. 2 commencing in the said parish of Treeton by a junction with the said authorised Treeton branch and terminating in the parish of Conisbrough by a junction with the South Yorkshire Railway of the Sheffield Company at Conisbrough station.

3. The selection of a contractor or contractors to be employed on the construction of the new railways and works and the terms of the contract or contracts shall be subject to the approval of the Sheffield Company and no such contract shall be finally entered into until the detailed plans and specifications of the new railways and works have been submitted for approval to the engineer for the time being of the Sheffield Company and the reasonable requirements of the said engineer in relation to such plans and specifications shall have been duly complied with.

Before the opening of the new railways for public traffic the intended Company shall to the reasonable satisfaction of the engineer of the Sheffield Company make all such arrangements as shall be proper and sufficient for enabling the Sheffield Company on and after such opening to work and use the same in accordance with these presents.

In the event of any difference arising between the intended Company and the Sheffield Company as to the reasonableness of or necessity for any requirement by the engineer of the Sheffield Company under any of the articles of this Agreement such difference shall be referred to the determination of some civil engineer to be agreed upon between the intended Company and the Sheffield Company and in the event of their failing to agree then to

A.D. 1897. — the determination of a civil engineer to be appointed by the Board of Trade on the application of the said Companies or either of them and the award of such engineer shall be binding and conclusive on the intended Company and the Sheffield Company.

4. In the formation of the new railways the Sheffield Company shall afford the intended Company the usual facilities for the construction of their junctions with the Sheffield Company's railways. The intended Company shall not otherwise than with the consent of the Sheffield Company take any property belonging to that company and at and adjacent to the said junctions the intended Company shall in accordance with and subject to the provisions of the Railways Clauses Act 1863 receive from the Sheffield Company in respect of the lands of the Sheffield Company an easement or right of using the same for making and maintaining thereon the said junctions and other works in so far as the Sheffield Company can competently give such easement or right.

5. The parties hereto of the first part shall before the commencement of the construction of the new railways obtain binding agreements whereby owners or lessees of minerals shall become bound to open and establish substantial collieries with at least four pits on land adjoining or connected with the new railways so that such collieries shall be served by the new railways. No agreement shall be a compliance with this article unless and until the directors of the Sheffield Company are satisfied of the financial ability of the parties bound thereby to carry out their obligations thereunder and of the sufficiency of such obligations to ensure so far as practicable such an amount of traffic as is by this article intended to be secured to the new railways and also that each such colliery shall be in a position to commence actually raising coal by the date when the new railways are open for working.

6. On the construction and completion of the new railways to the reasonable satisfaction of the engineer for the time being of the Sheffield Company and on the opening (with the sanction of the proper officer of the Board of Trade) of the new railways throughout the intended Company shall so long as the liability of the contractor under such contract as aforesaid shall continue not exceeding twelve calendar months thereafter call on and require such contractor to maintain the same in accordance with the provisions of such contract in substantial repair and in good working order and condition and subject thereto the Sheffield Company shall during the continuance of this Agreement maintain renew and uphold the said new railways and from and after the opening of the said new railways the Sheffield Company will provide and employ all station-masters booking-clerks porters engine-drivers guards workmen watchmen and servants and all other requisite officers and staff other than the secretary of the intended Company and his staff and will supply all such locomotive power engines carriages trucks rolling stock plant stores stationery material and labour as shall be proper and sufficient for the working and user of the new railways in accordance with this Agreement and will work and use the new railways and convey traffic thereon in a proper safe and convenient manner and so as properly and efficiently to accommodate and develop the through and local traffic of the district served by the new

railways to the best advantage. But in the event of the said contractor failing to maintain the new railways in an efficient manner agreeable to these conditions then the Sheffield Company shall execute all such works as may be necessary for the due maintenance of the said new railways and thereupon the Sheffield Company shall be entitled to all the rights of the intended Company as against such contractor and the intended Company will at the request and cost and risk of the Sheffield Company take any steps for enforcing such rights and any moneys expended by the Sheffield Company which they shall fail to recover from the said contractor shall be a debt to the Sheffield Company from the intended Company bearing interest at four per centum per annum the principal to be payable when the intended Company shall have capital moneys available for such payment and the interest on the same to be included in the capital with reference to which the minimum dividend is to be calculated as herein-after mentioned and the interest with any arrears to be paid only out of the surplus earnings of the intended Company according to the priority mentioned in clause 20 hereof.

7. So far as from time to time lawfully may be the Sheffield Company shall from and for ever after the opening of the new railways for public traffic have exercise and enjoy for the purpose of such maintenance and working by them of the new railways as aforesaid all the rights powers and authorities and privileges whatsoever both present and future of the intended Company with respect to the maintenance regulation management use and enjoyment of the new railways and the intended Company will at all times during the continuance of this Agreement in any case or cases when the Sheffield Company cannot lawfully exercise any right or power reasonably required for such purposes as aforesaid themselves exercise and put in force (at the request and at the costs and charges in the first instance of the Sheffield Company and without prejudice to the right to charge the same as working expenses) all such rights and powers and do all such acts as may be required for enabling the Sheffield Company effectually to exercise such powers and perform the obligations hereby conferred and imposed.

8. If and whenever after the opening of the new railways for public traffic any additional sidings or stations or station buildings or other works or conveniences connected with the stations or otherwise are found to be necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the new railways or for compliance with the requirements of any Act of Parliament or the Board of Trade or with the reasonable requirements of road surveyors or other local authorities with reference to the deviation or alteration and maintenance of roads or the performance of any obligations binding on the intended Company the same shall if the intended Company shall have any capital money available for such purpose and to the extent only of such moneys at the request of the Sheffield Company and according to plans to be approved by the Sheffield Company and to the reasonable satisfaction of their engineer for the time being be provided and completed by the intended Company and when completed shall for the purposes of this Agreement be deemed part of the new railways

A.D. 1897. — Provided always that if for such purpose the intended Company have to raise any additional capital the same as well as any capital moneys which the intended Company may have available for such purpose not already included shall be included in the capital with reference to which the minimum dividend is to be calculated as herein-after mentioned. Provided also that not less than three months' notice shall be given to the intended Company by the Sheffield Company of such requirements as aforesaid being necessary and in case of any difference of opinion between the intended Company and the Sheffield Company as to the necessity for or as to the extent or mode of carrying out such works or any of the matters referred to in this Article the same shall be determined by arbitration as herein-after provided. And provided further that in case the intended Company shall if and when it has been agreed or settled by arbitration that any such works are to be constructed fail or decline to execute such additional works and to the extent to which the intended Company have no capital available it shall be lawful for the Sheffield Company if they think fit themselves to execute such additional works and to find and furnish the capital for the same and in that case the Sheffield Company shall be entitled to charge the intended Company with interest at the rate of four pounds per centum per annum on all such capital so provided by the Sheffield Company for such purposes as aforesaid such interest with any arrears to be paid only out of the surplus earnings of the intended Company according to the priority mentioned in clause 20 hereof.

9. The intended Company shall pay and discharge all rentcharges (if any) affecting the new railways and payable as part of the terms of acquiring lands and in case of default by the intended Company to pay the same the Sheffield Company shall be at liberty to pay any such rentcharges or interest on purchase moneys the payment whereof may be in their opinion necessary to prevent interference with the working of the new railways.

10. The Sheffield Company shall pay all the working expenses of the new railways including all rates taxes and assessments thereon and Government duties and other outgoings usually paid by tenants or properly chargeable against revenue.

11. No land belonging to the intended Company within the limits of deviation of the new railways shall be disposed of by them as superfluous land during the continuance of this Agreement unless either the same shall be admitted or determined by arbitration to be land which ought not reasonably to be retained for the purposes of the undertaking or the consent in writing of the Sheffield Company shall have been obtained or the Sheffield Company shall (after having had all reasonable opportunity) have declined to signify their option herein-after mentioned to purchase within a reasonable time (before the expiration of the period limited by statute for sale of superfluous land) and until any such superfluous land shall have been sold or brought into actual use for the purposes of the new railways or the business thereof all rents derivable therefrom shall belong solely to and be received by the intended Company. The Sheffield Company shall be entitled to the first option to purchase any such superfluous land subject only to the rights

if any of adjoining owners the release whereof the intended Company may not have been able to obtain. But the intended Company shall wherever practicable without increasing the purchase money at the time of the purchase by them of any land obtain from the vendor a release of all right of pre-emption or re-purchase of any part thereof thereafter becoming superfluous land.

12. The Sheffield Company shall during the continuance of this Agreement provide a reasonable passenger train service upon the new railways and so as to afford connexions with a reasonable number of trains on the adjacent lines of railway worked or owned by the Sheffield Company and for the purposes aforesaid the Sheffield Company shall make provision for through booking and through tickets and so far as may be reasonably required for through carriages.

13. The Sheffield Company shall assume the burden of all obligations to which the intended Company may at any time be subjected with respect to the conveyance over the new railways of troops police or mails or other Government service.

14. The Sheffield Company shall indemnify and save harmless the intended Company against and from any loss charges damages or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the Sheffield Company or of any person employed by them and reciprocally the intended Company shall indemnify and save harmless the Sheffield Company against and from any like losses damages charges or expenses occasioned by the wrongful act neglect or default of the intended Company in any matter which under this Agreement is to be performed or observed by the intended Company.

15. The tolls rates and charges for all traffic of the new railways shall be fixed from time to time by the Sheffield Company and the intended Company shall at the Sheffield Company's request and cost perform all acts which shall or may be necessary for or in their name for giving validity to or recovering such tolls rates and charges.

16. The Sheffield Company shall receive the gross amount of all tolls rates and charges from time to time arising and accruing from all traffic passing over the new railways or any part thereof and carry to an account to be kept by the Sheffield Company (herein-after referred to as "the joint account") the respective amounts of the following items and particulars (that is to say):—

Firstly.—The full amount of the rates tolls charges and fares (less Government duty and moneys "paid on" and "paid out" and any payments to other companies and the usual allowances made by the Railway Clearing House for cartage and delivery when these services are included in the rates) charged from time to time in respect of all traffic originating at any place on the new railways and terminating at some other place on the new railways:

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Secondly.—A full mileage proportion (after deduction of the usual clearing house terminals and Government duty) of the rates tolls charges and fares charged from time to time in respect of all through traffic (except coal arising on the new railways) that is to say of all traffic (except coal as defined as aforesaid) arising or terminating on any other railway than the new railways and carried over the new railways either to or from any stations or places upon or beyond the new railways :

Thirdly.—The full maximum rates and charges by the intended Act authorised to be charged for all services in respect of all coal traffic arising on the new railways :

Fourthly.—The amount received for station to station terminals according to clearing house regulations for all goods materials minerals (except coal traffic arising on the new railways) live stock parcels and the like traffic originating or terminating on the new railways.

17. The Sheffield Company and the intended Company shall at all times during the continuance of this Agreement keep regular books accounts and vouchers proper and sufficient for the purpose of duly carrying this Agreement into effect which books accounts and vouchers shall at all reasonable times be open for the inspection and transcription by the directors and agents of the other company for which inspection and transcription each company shall afford all proper and sufficient facilities.

18. The joint account shall on the thirtieth day of June and on the thirty-first day of December in each and every year be made up and balanced and the balance standing to the credit of such account shall be divided between and paid to the parties hereto in the proportions of fifty-five per centum to the Sheffield Company and forty-five per centum to the intended Company.

19. The Sheffield Company shall within two calendar months after the thirtieth day of June and the thirty-first day of December in every year transmit to the intended Company an accurate abstract of such of the accounts for the half-year ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this Agreement The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this Agreement as follows that is to say for the half-year ending on the thirtieth day of June such adjustments and payments shall be made not later than the first day of September next following and for the half-year ending on the thirty-first day of December not later than the first day of March next following Provided always that no such payment shall in any way debar the intended Company on the one hand or the Sheffield Company on the other hand from calling attention to any mistake in the accounts upon which such payment shall have been based Provided such mistake be pointed out and an investigation demanded within thirty days after the making of such payment and if upon investigation demanded within such time as aforesaid any such mistake shall be established the same shall be rectified and the Company which as the result of such rectification shall be found to have become the debtor of the other for any amount shall on request pay such amount to the other.

20. In the event of the said revenues including the rents of surplus lands (if any) accruing to the intended Company in any year ending the thirty-first day of December after the opening for public traffic of the new railways or any of them or part of them in accordance with the provisions of this Agreement or in the first case the period from the opening of the new railways to the like date being insufficient after payment of the administrative expenses (not exceeding three hundred pounds per annum) of the intended Company to enable the intended Company to pay for such year or period the interest on its debentures or debenture stock at a rate not exceeding three per centum per annum and after payment thereof also to pay for such year or period as dividend on the share capital of the intended Company a sum which with the sum required to be paid for interest on the loan capital aforesaid shall amount for such year or period to the sum herein called "the minimum dividend" that is to say to the rate of two and three-quarters per centum or such higher rate (not exceeding three per centum) as shall be required in the opinion of the Sheffield Company to ensure the raising of the necessary capital sum by the issue at par of the intended Company's share and loan capital on the total amount of the intended Company's share and loan capital issued with the sanction of the Sheffield Company for the purposes of raising the moneys to be expended by the intended Company in and about the construction of the new railways and works or otherwise reasonably and lawfully paid in and about the affairs of the intended Company including the costs of obtaining their Act of Parliament or for providing additional works and conveniences as herein-before mentioned or for interest paid out of capital up to the completion of the new railways and works or for such costs of maintenance as mentioned in clause 6 hereof the Sheffield Company shall advance and pay to the intended Company such a sum as shall be sufficient to make up the difference between the net revenue so received by the intended Company for that year or other period ending as aforesaid and the minimum dividend for the same year or period. Provided that if in any year the net revenue of the intended Company shall be more than sufficient to pay the interest for such year on any moneys raised on debentures or debenture stock by the intended Company and a dividend for such year of three per centum on the whole share capital of the intended Company such surplus after payment of such interest and dividend shall be applied first in repayment to the Sheffield Company of any sums already paid by that Company to make good any such deficiency as aforesaid and subject thereto secondly in payment of any interest payable to the Sheffield Company under clauses 6 and 8 hereof and remaining unpaid and subject thereto any remaining surplus shall be divided equally between the intended Company and the Sheffield Company.

21. The said Bill shall contain a clause in the usual form empowering the intended Company to pay interest at a rate not exceeding 3 per centum per annum on the paid-up share capital of the intended Company during construction of the new railways and works the form of such clause to be as provided by the standing orders of Parliament in this respect.

22. The Sheffield Company shall have the option at any time after the date of the opening of the new railways and on payment of all costs and charges

A.D. 1897. necessitated thereby or incidental thereto and discharge of all outstanding accounts or moneys owing by the intended Company in respect of expenditure made on capital account at the request or by the direction of the Sheffield Company of leasing in perpetuity the intended new railways upon giving twelve months' notice of this desire to the intended Company and on the necessary statutory powers being obtained for the purpose at a rent equal to three pounds five shillings per centum per annum on the share capital of the intended Company the Sheffield Company in any case assuming the liability to the holders of the debentures and debenture stock of the intended Company and keeping the intended Company and its share capital indemnified against the same.

23. The number of the directors of the intended Company shall be four or six and one half of them shall always be nominated by the board of directors of the Sheffield Company.

24. The intended Company so far as it lawfully may hereby binds itself not without the previous consent in writing of the Sheffield Company to enter into any working or other agreement with any railway company other than the Sheffield Company to permit any junction to be constructed between the new railways and any railway of any such company. But the intended Company will concur in any application which the Sheffield Company may deem it expedient to make to Parliament in any future session for power to construct junction railways between their railways and the new railways or otherwise in connexion with the development of the traffic of the new railways and the Sheffield Company's railways. If the Sheffield Company shall allow any other company to run over or use the said new railways the Sheffield Company shall in respect of the traffic of such company pay and make the same rates and allowances to the intended Company as are by this Agreement agreed to be paid to the intended Company in respect of traffic of the Sheffield Company.

25. The intended Company will not during the continuance of this Agreement at any time act as carriers on the new railways or any part thereof and they will abstain from doing and concurring in anything which might directly or indirectly interrupt impede interfere with or in any manner disturb the exercise or quiet enjoyment by the Sheffield Company of any of the rights powers and privileges intended to be secured to them by this Agreement.

26. The Sheffield Company will obtain such approval by their shareholders of this Agreement and the said Bill as shall be required by Parliament to enable this Agreement to be carried into effect. No obligation on the Sheffield Company under this Agreement shall come into operation unless and until the obligation of the parties of the first part under clause 5 hereof shall have been complied with. This Agreement shall if Parliament think fit be scheduled to and confirmed by the said Bill and if not so confirmed either Company party to this Agreement shall be at liberty in any future session of Parliament to promote a Bill for the confirmation thereof and the other Company will support the same.

27. This Agreement is made subject in all matters requiring the sanction of Parliament to such sanction being obtained and to such alterations as Parliament think fit to make therein but if Parliament shall make any material alteration it shall be competent to either party thereto to withdraw the same.

28. This Agreement shall operate in perpetuity.

29. All matters herein-before referred to arbitration and all differences which may arise between the intended Company on the one hand and the Sheffield Company or either of them on the other hand touching the true intent or construction of this Agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of this Agreement or touching the carrying into effect of any part of this Agreement or any breach or non-fulfilment or alleged breach or non-fulfilment thereof or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before or otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference 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 provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference and this article shall accordingly be and have effect as an agreement between the said companies for arbitration under that Act and this submission may be made a rule of the High Court of Justice and the costs of the arbitration and award shall be in the discretion of the arbitrator.

30. Upon the passing of the said Bill into an Act the company thereby incorporated shall thereupon become and be bound by this Agreement so far as the same imposes obligations on such company and shall be entitled to the benefits hereby conferred on such company in the same manner as if such company had been originally a party to this Agreement and the liabilities of the original parties of the first part hereto except as to their obligations under clause 5 hereof shall thereupon determine.

In witness whereof the parties hereto of the first part have hereunto set their hands and seals and the Sheffield Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered
by the said Sir George
Reresby Sitwell in the
presence of

GEORGE RERESBY SITWELL.

L.S.

W. H. LAND

Solicitor

Scarborough.

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[Ch. ccxxv.]

*Woodhouse and Conisbrough
Railway Act, 1897.*

[60 & 61 Vict.]

A.D. 1897.

Signed sealed and delivered }
by the said Thomas Bolle } THOMAS BOLLE BOSVILE.
Bosvile in the presence of }

L.S.

JAMES BEVAN BOWEN
Llwyngwair Newport Pem.
Justice of the Peace.

The common seal of the Manchester }
Sheffield and Lincolnshire Railway }
Company was hereunto affixed in the }
presence of }

Seal of the
Manchester Sheffield
and Lincolnshire
Railway
Company.

O. S. HOLT
Secretary.

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