CHAPTER xliv.

An Act to confirm agreements between the Great Central Railway Company and the Sheffield District Railway Company with reference to the latter company's railway and for other purposes. [3rd August 1916.]

A.D. 1916.

WHEREAS by the Sheffield District Railway Act 1896 the Sheffield District Railway Company (in this Act referred to as "the Sheffield Company") were incorporated and authorised to make a railway in the counties of York and Derby for connecting the Lancashire Derbyshire and East Coast Railway with Sheffield and further powers were conferred on the Sheffield Company by the Sheffield District Railway Acts 1897 1898 1900 1901 and 1906:

And whereas by the Sheffield District Railway Act 1898 (in this Act referred to as "the Act of 1898") a certain railway known as the Treeton and Brightside Railway which was authorised by the Midland Railway Act 1897 was transferred to the Sheffield Company:

And whereas the railway of the Sheffield Company including the Treeton and Brightside Railway has been completed and opened for public traffic:

And whereas by an agreement dated the second day of June one thousand eight hundred and ninety-eight (in this Act referred to as "the agreement of 1898") made between the Sheffield Company of the first part and the Lancashire Derbyshire and East Coast Railway Company (in this Act referred to as "the Derbyshire Company") of the second part scheduled to and confirmed by the Act of 1898 and a further agreement dated the twenty-third day of October one thousand nine hundred and three (in this Act referred to as "the agreement of 1903") made between the same parties and scheduled to and confirmed by the Sheffield District Railway Act 1906 the Derbyshire

A.D. 1916.

Company undertook to work and maintain the railway of the Sheffield Company:

And whereas by the Great Central and Derbyshire Railways Act 1906 (in this Act referred to as "the transfer Act of 1906") the railways and undertaking of the Derbyshire Company were on the first day of January one thousand nine hundred and seven transferred to and vested in the Great Central Railway Company (in this Act referred to as "the Company") including the obligations on the Derbyshire Company to work and maintain the railway of the Sheffield Company:

And whereas since the said first day of January one thousand nine hundred and seven the Company have worked and maintained the railway of the Sheffield Company:

And whereas by an agreement dated the twenty-eighth day of March one thousand nine hundred and twelve made between the Sheffield Company and the Company set forth in the Second Schedule to this Act the Company agreed in an efficient manner to work manage and maintain certain sidings and works therein mentioned which had since the date of the agreement of 1903 been constructed by the Sheffield Company and it is expedient that the said agreement of the twenty-eighth day of March one thousand nine hundred and twelve should be confirmed:

And whereas differences have arisen between the Company and the Sheffield Company as to the nature and extent of the obligations of the Company under the agreement of 1898 and the transfer Act of 1906 which have resulted in protracted litigation which is still proceeding:

And whereas for the purposes of settling such differences and avoiding further litigation the Company and the Sheffield Company have entered into the agreement set forth in the First Schedule to this Act:

And whereas it is expedient and in the public interest that the said differences between the Company and the Sheffield Company should be settled and further litigation avoided and that the said agreement set forth in the First Schedule to this Act should be confirmed:

And whereas the objects 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and

Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:— A.D. 1916.

1. This Act may be cited for all purposes as the Great Central and Sheffield District Railways Act 1916. Short title.

2. In this Act unless the subject or context otherwise requires the following expressions shall have the meanings assigned to them in this section (that is to say):— Interpretation.

"The Company" means the Great Central Railway Company;

"The Sheffield Company" means the Sheffield District Railway Company; and

"The Derbyshire Company" means the Lancashire Derbyshire and East Coast Railway Company.

3. The agreement made between the Company and the Sheffield Company dated the first day of May one thousand nine hundred and sixteen set forth in the First Schedule to this Act is hereby confirmed and made binding on the Company and the Sheffield Company. Confirming agreement between Company and Sheffield Company dated 1st May 1916.

4. The agreement made between the Sheffield Company and the Company dated the twenty-eighth day of March one thousand nine hundred and twelve set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Sheffield Company and the Company. Confirming agreement between Sheffield Company and Company dated 28th March 1912.

5. Notwithstanding anything to the contrary contained in any Act or agreement relating to the Company the Sheffield Company or the Midland Railway Company so much of the working expenses of the railways of the Sheffield Company specified in Article Seven of an agreement dated the twenty-fourth day of March one thousand nine hundred and two made between the Sheffield Company of the first part the Derbyshire Company of the second part and the Midland Railway Company of the third part scheduled to and confirmed by the Sheffield District Railway Act 1906 as are under sub-article (B) of such article to be divided and borne by the Company and the Midland Railway Company according to mileage shall as on and from the first day of January one thousand nine hundred and seventeen be borne as to fifty-five per centum thereof by the Midland Railway Company and as to forty-five per centum thereof by the Company. For protection of Midland Railway Company.

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

A.D. 1916.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Stamp.

Two hundred and eighty-two pounds ten shillings.

AN AGREEMENT made the first day of May one thousand nine hundred and sixteen between the SHEFFIELD DISTRICT RAILWAY COMPANY (hereinafter called "the Sheffield Company") of the one part and the GREAT CENTRAL RAILWAY COMPANY (hereinafter called "the Central Company") of the other part.

WHEREAS under and by virtue of an agreement dated the second day of June one thousand eight hundred and ninety-eight and made between the Sheffield Company of the first part and the Lancashire Derbyshire and East Coast Railway Company (hereinafter called "the Derbyshire Company") of the second part scheduled to and confirmed by the Sheffield District Railway Act 1898 and a further agreement dated the twenty-third day of October one thousand nine hundred and three made between the same companies and in the same order and scheduled to and confirmed by the Sheffield District Railway Act 1906 the Derbyshire Company undertook to work and maintain the railway of the Sheffield Company upon the terms and conditions therein mentioned and in such manner as fairly and efficiently to develop the through and local traffic thereon:

And whereas by the Great Central and Derbyshire Railways Act 1906 (hereinafter called "the Act of 1906") the undertaking of the Derbyshire Company was on the first day of January one thousand nine hundred and seven vested in the Central Company subject to the debts liabilities and engagements of the Derbyshire Company and by section 8 of the said Act it was provided that the said agreement of the second day of June one thousand eight hundred and ninety-eight should subject to certain variations therein mentioned be read and have effect as if the Central Company had been named therein in lieu of the Derbyshire Company and as if the railways of the Central Company had been mentioned in Article 6 (2) thereof as well as the railways of the Derbyshire Company and that the Central Company should use their best endeavours to develop the through and local traffic on and over the railways of the Sheffield Company:

And whereas by an agreement dated the twenty-eighth day of March one thousand nine hundred and twelve made between the Sheffield Company of the one part and the Central Company of the other part the Central Company agreed in an efficient manner to work manage and maintain certain sidings and works therein mentioned which had since the date of the said agreement of the twenty-third day of October one thousand nine hundred and three been constructed by the Sheffield Company:

And whereas disputes and differences have arisen between the Sheffield Company and the Central Company with regard to the obligations of the Central Company to develop the through and local traffic on and over the railways of the Sheffield Company under the agreements and Acts hereinbefore recited and proceedings are pending in the court of the Railway and Canal Commission in the matter of applications by the Sheffield Company against the Central Company dated respectively the eighteenth day of March one thousand nine hundred and nine and the sixth day of March one thousand nine hundred and fourteen:

And whereas it has been agreed that all such disputes and differences shall be compromised upon the terms hereinafter set forth:

Now these presents witness and it is hereby agreed as follows (that is to say):—

1. All further proceedings under or in respect of the said applications shall be stayed and each of the companies parties hereto shall bear their own costs of such applications.

2. Notwithstanding anything in the hereinbefore-recited agreement of the second day of June one thousand eight hundred and ninety-eight or any other subsisting agreement or the Act of 1906 contained the Central Company shall not be or be deemed to be under any obligation to account or pay over to the Sheffield Company as on and from the first day of January one thousand nine hundred and seventeen any portion of the gross receipts as defined by sub-clauses 1 2 3 and 4 of clause 6 of the said agreement of the second day of June one thousand eight hundred and ninety-eight as modified by an agreement dated the twenty-fourth day of March one thousand nine hundred and two made between the Sheffield Company of the first part the Derbyshire Company of the second part and the Midland Railway Company of the third part (other than such receipts as shall arise from tolls rates and charges payable for running over the Sheffield District Railway or any part thereof by any other company who does not now possess running powers but to whom running powers may hereafter be given) and the Central Company shall on the contrary be entitled as on and from that date to retain all such gross receipts

A.D. 1916

(other than those as aforesaid) but they shall make as on and from the first day of January one thousand nine hundred and seventeen in perpetuity a fixed annual payment of eleven thousand and three hundred pounds to the Sheffield Company and such annual payment shall be made in equal half-yearly payments of five thousand six hundred and fifty pounds each payable on the thirtieth day of June and the thirty-first day of December in every year the first of which shall become due on the thirtieth day of June one thousand nine hundred and seventeen.

3. Save as aforesaid the hereinbefore-recited agreements and section 8 of the Act of 1906 shall subject to any existing modifications thereof under any subsisting agreement continue of full force and effect.

4. No further applications shall hereafter be made by the Sheffield Company to the said court of the Railway and Canal Commission nor shall any actions claims or demands be brought or made by them in respect of the said obligations of the Central Company to develop the through and local traffic on and over the railways of the Sheffield Company.

5. Either of the parties hereto shall be at liberty to apply at any time for statutory confirmation of this agreement and thereupon the other of them shall support such application and it is hereby declared that in accordance with the standing orders of Parliament this agreement is made subject to such alterations as Parliament may think fit.

In witness whereof the companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Sheffield District Railway Company was hereunto affixed in the presence of } L.S.

R. A. HADFIELD.
CHARLES ALLEN.
CHAS. R. DAVIES Secretary.

The common seal of the Great Central Railway Company was hereunto affixed in the presence of } L.S.

O. S. HOLT Secretary.

THE SECOND SCHEDULE.

Stamp.

Ten Shillings.

AN AGREEMENT made this twenty-eighth day of March one thousand nine hundred and twelve between the SHEFFIELD DISTRICT RAILWAY COMPANY (hereinafter called "the Sheffield Company") of the one part and the GREAT CENTRAL RAILWAY COMPANY (hereinafter called "the Great Central Company") of the other part.

WHEREAS under an agreement (hereinafter called "the working agreement") dated the 2nd day of June 1898 and made between the Sheffield Company of the one part and the Lancashire Derbyshire and East Coast Railway Company of the other part it was agreed that the Lancashire Derbyshire and East Coast Railway Company should work regulate maintain and manage the railway of the Sheffield Company as therein defined:

And whereas by an agreement dated the 24th day of March 1902 and made between the Sheffield Company of the first part the Lancashire Derbyshire and East Coast Railway Company of the second part and the Midland Railway Company of the third part the Midland Company have acquired the right jointly and equally with the Lancashire Derbyshire and East Coast Railway Company of user of the railway of the Sheffield Company:

And whereas by an agreement dated the 23rd day of October 1903 and made between the Sheffield Company of the one part and the Lancashire Derbyshire and East Coast Railway Company (therein and hereinafter referred to as "the Derbyshire Company") of the other part the Derbyshire Company agreed to work regulate and manage keep and maintain in an efficient manner certain branch lines and sidings therein described and all additional railways and works which had then been constructed by the Sheffield Company since the date of the working agreement:

And whereas by the Great Central and Derbyshire Railways Act 1906 the undertaking of the Derbyshire Company was on the 1st day of January 1907 transferred to and vested in the Great Central Company who thereupon took over and became responsible for (inter alia) all engagements and liabilities of the Derbyshire Company under the working agreement and the said agreement of the 23rd day of October 1903:

A.D. 1916.

And whereas since the date of the working agreement and also since the date of the said agreement of the 23rd day of October 1903 the following sidings and works have been constructed by the Sheffield Company:—

1. Sidings from Tinsley Road Station of the Sheffield Company to the works of Edgar Allen and Company Limited;

2. Sidings from Attercliffe Goods Yard of the Sheffield Company to works of Jonas and Colver Limited:

And whereas the Sheffield Company have requested the Great Central Company to work the sidings hereinbefore mentioned and all additional railways and sidings constructed by the Sheffield Company since the date of the said agreement of the 23rd day of October 1903:

Now it is hereby agreed and declared:—

1. The Great Central Company shall in an efficient manner work regulate and manage keep and maintain the sidings mentioned and described in the fifth recital of this agreement and also all additional railways and works which have been constructed by the Sheffield Company since the date of the said agreement (of the 23rd day of October 1903) up to the date of these presents such working regulation management keeping and maintenance to be in all respects under and in accordance with the terms of the working agreement and the agreement of the 23rd day of October 1903 subject nevertheless to the provisions of the Great Central and Derbyshire Railways Act 1906.

2. If the Sheffield Company shall desire the Great Central Company to work regulate maintain and manage any further branch lines and sidings which may be constructed by the Sheffield Company after the date of these presents the working regulation maintenance and management of any such further branch lines sidings or works if the same shall meet with the approval of the Great Central Company shall be the subject of a separate agreement between the two companies.

3. Nothing in the working agreement or the said agreement of the 23rd day of October 1903 or in these presents contained shall be deemed to impose any obligation on the Great Central Company to work regulate and manage any branch lines sidings or works constructed by the Sheffield Company other than the railways and works specified in the working agreement the said agreement of the 23rd day of October 1903 and these presents respectively nor to maintain any sidings or works which are maintainable by any trader or other person or body.

4. Either of the parties hereto shall be at liberty to apply at any time for statutory confirmation of this agreement and thereupon the other of them shall support such application and it is hereby declared

that in accordance with the standing orders of Parliament this agreement is made subject to such alterations as Parliament may think fit.

In witness whereof the companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Sheffield District Railway Company was hereunto affixed in the presence of } L.S.

CHARLES W. TROTTER } Directors.
REGINALD NICHOLSON }

CHAS. R. DAVIES Secretary.

The common seal of the Great Central Railway Company was hereunto affixed in the presence of } L.S.

O. S. HOLT Secretary.

Printed by EYRE and SPOTTISWOODE, LIMITED,
FOR
FREDERICK ATTERBURY, Esq., C.B., the King's Printer of Acts of Parliament.

To be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LIMITED, 29, BREAMS BUILDINGS, FETTER LANE, E.C., and
28, ABINGDON STREET, S.W., and 54, ST. MARY STREET, CARDIFF; or
H.M. STATIONERY OFFICE (SCOTTISH BRANCH), 23, FORTH STREET, EDINBURGH; or
E. PONSONBY, LIMITED, 116, GRAFTON STREET, DUBLIN;
or from the Agencies in the British Colonies and Dependencies,
the United States of America and other Foreign Countries of
T. FISHER UNWIN, LIMITED, LONDON, W.C.