ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. c.

An Act for making a Railway from *Kingston-upon-Hull* to *Hornsea*. [30th *June* 1862.]

WHEREAS the making of a Railway from the Town of *Kingston-upon-Hull* in the County of the same Town to *Hornsea* in the East Riding of the County of *York*, and of Branch Railways therefrom, would be of great public Advantage: And whereas Plans and Sections of the intended Railways showing the Line, Situation, and Levels thereof respectively, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands in or through which the same are intended to pass or be made, or which will be required for the Purposes of this Act, have been deposited with the Clerk of the Peace for the County of the Town of *Kingston-upon-Hull* and the Clerk of the Peace for the East Riding of the County of *York*: And whereas the Persons herein-after named, with others, are willing to carry such Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

The Hull and Hornsea Railway Act, 1862.

8 & 9 Vict. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," are incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Hull and Hornsea* Railway Act, 1862."

Subscribers incorporated.

3. *Joseph Armytage Wade, William Wright, Benjamin Haworth, Thomas Eley Sykes, Edward Augustus Dearman Brooshooft, Samuel Hall Egginton, Thomas Haller*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences connected therewith, and for the Purposes aforesaid such Company is incorporated by the Name of "The *Hull and Hornsea* Railway Company," and by that Name is a Body Corporate, with perpetual Succession and a Common Seal, and has Power to purchase and hold Lands for the Purposes of the said Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

4. The Share Capital of the Company shall be Seventy thousand Pounds, and the Number of Shares into which the said Capital shall be divided shall be Seven thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

5. Three Pounds *per* Share is the greatest Amount of any Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls.

Power to borrow on Mortgage.

6. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole the Sum of Twenty-three thousand Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital of Seventy thousand Pounds shall have been subscribed for, and One Half Part thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable; and all Monies raised under the Powers of this Act, either

either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

Arrears may be enforced by Appointment of a Receiver.

7. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Two thousand Pounds in the whole.

Interest not to be paid on Calls paid up.

8. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividends to any Shareholders on the Amount of Calls made in respect of the Shares held by them in the Capital of the Company: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf.

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

9. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Number and Qualification of Directors.

10. The Qualification of a Director shall be the Possession in his own Right of Shares in the Undertaking amounting in the aggregate nominal Value thereof to Five hundred Pounds or upwards.

First Directors.

11. The First Directors of the Company are *Joseph Armytage Wade*, *William Wright*, *Benjamin Haworth*, *Thomas Eley Sykes*, *Edward Augustus Dearman Brooshooft*, *Samuel Hall Egginton*, and *Thomas Haller*.

Election of Directors at First General Meeting.

12. The Directors appointed by this Act, or such of them as shall not die or resign, or become disqualified or be removed, shall continue in Office until the First Ordinary General Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office the Directors so appointed by this Act, or any Number of them, or may elect new Directors

to

to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

13. At the First Ordinary General Meeting to be held in every Year after the First General Meeting the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to vary Number of Directors.

14. The Number of Directors to be elected at and subsequently to the First Ordinary General Meeting to be held after the passing of this Act shall not be more than Five nor less than Three.

Quorum.

15. The Quorum of a Meeting of Directors shall be Three, and if the Number be less than Five the Quorum shall be Two.

Meetings of the Company.

16. The First General Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*.

Newspaper for Advertisements.

17. The Newspaper in which the Advertisement calling any Ordinary or Extraordinary General Meeting of the Shareholders or Proprietors of the Company is to be inserted shall be some Newspaper published in the Town of *Kingston-upon-Hull*.

Power to make Works according to deposited Plans.

18. Subject to the Provisions in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railway and Works in the Line, Situation, and Levels delineated on the Plans and Sections deposited as aforesaid (with such Alteration as after mentioned), together with all proper Stations, Sidings, Roads, Approaches, Works, and Conveniences connected therewith; (that is to say,)

No. 1. A Railway commencing by a Junction with the *Victoria Dock* Branch of the *North-eastern* Railway in that Part of the Parish of *Sutton* which is within the Town or Borough of *Kingston-upon Hull* and County of the same Town or Borough at or near the Point where such Branch Railway crosses the *Stoneferry Road*, and on the East Side of such Road, and terminating in the Parish of *Hornsea* in the East Riding of the County of *York*;

No. 2. A Branch Railway commencing by a Junction with Railway No. 1 in the Parish of *Hornsea* about Three hundred and fifty Yards from where the Railway No. 1 terminates in the Parish of *Hornsea*, and terminating in the said Parish of *Hornsea*;

No. 3. A Branch Railway commencing by a Junction with the said intended Railway No. 1 in that Part of the Parish of *Sutton* which is within the Town or Borough of *Kingston-upon-Hull* and County of the same Town or Borough, and terminating in the Parish of *Drypool* within the said Town or Borough of *Kingston-upon-Hull* at or near the North Side of the *Holderness Road* where such Road is crossed by the said *Victoria Dock* Branch of the *North-eastern* Railway;

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act.

Power to alter Line in the Parishes of Sutton and Swine.

19. And whereas since the Deposit of the aforesaid Plans and Sections an Alteration has been agreed to in the Line of the Railway No. 1 in the Parishes of *Sutton* and *Swine* through and near to the Estate of the Earl of *Shaftesbury*, and the Owners and Occupiers of the Property have assented to such Alteration, and a Plan of such Alteration has also been lodged with the Clerk of the Peace for the East Riding of the County of *York*: Therefore the Company may make such Alterations according to the Line delineated on such amended Plan within the Limits of Deviation thereon defined.

Power to alter Engineering Works.

20. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon: Provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Alteration or Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh,

Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Land for extraordinary Purposes.

21. In addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to purchase by Agreement for extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land near or adjoining to the Railway not exceeding Two Acres.

Powers for compulsory Purchases limited.

22. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for Completion of Railway.

23. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Level Crossings.

24. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, the Company may, in the Construction of the Railway, carry the same across and upon the Level of the several public Roads numbered on either of the deposited Plans as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
9	Sutton	Public Road.
45	Sutton	Public Road.
91	Swine	Public Road.
98	Swine	Public Road.
45	Swine	Public Road.
58 a	Swine	Public Road.
71	Swine	Public Road.
9	Withernwick	Public Road.
10	Sigglesthorne	Public Road.
3	Goxhill	Public Road.
7	Goxhill	Public Road.

But no more than a Double Line of Railway shall be laid down at any such level Crossing, nor more than a Single Line of Railway whilst the Line continues single.

Not to shunt Trains over level Crossings.

25. The Company shall not in shunting Trains pass any Train over any level Crossing, or allow any Train, Carriage, Engine, or Truck to stand across the same.

Company to erect Station or Lodge

26. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge as a Residence for

where Roads crossed on the Level.

for a Gatekeeper at the Points where the before-mentioned Roads shall be crossed on a Level; and the Company shall be subject to and shall abide by all such Rules and Regulations, with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company fail to erect and at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the Crossing at any such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for any such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

27. The Board of Trade (if it shall appear to them necessary for the public Safety or Convenience, at any Time either before or after the Railway shall have been completed and opened for public Traffic,) may require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from any such level Crossing.

Power to use Portion of the Line and Hull Station of the North-eastern Railway.

28. From and after such Time as there shall be a Double Line of Rails laid down along that Part of the said *Victoria Dock* Branch of the *North-eastern* Railway which is between the Junction therewith of the Company's Railway No. 1 and the *Paragon Street* Station, or along the said Part of the said Branch, except where the same is carried over the River *Hull* by a Bridge, and at such other Points (if any) as it shall be deemed inexpedient to double, it shall be lawful for the Company to pass over and use, with their Engines and Carriages of all Kinds, or with any Engines and Carriages coming to or from their Railway, so much of the *North-eastern* Railway as is situate between the Junction therewith of their Railway No. 1 and the *Hull* Terminus and Station of the *North-eastern* Railway in *Paragon Street*, *Hull*, together with that Station and the intermediate Stations between it and the said Junction, and the Watering Places, Water, and Conveniences connected therewith respectively, such Powers of Passage and User to be exercised at such Times, on such Terms, and under such Payments and Conditions as, failing an Agreement, shall be settled by the principal Engineers of the Company and of the *North-eastern* Railway Company, or in case of their Difference by some Person to be mutually appointed and agreed upon by them, or in case after One Month's Notice from one of such Engineers to the other of them to appoint such Umpire, and no such joint Appointment being made, then by some Person to be appointed as Umpire by the Board

Board of Trade, on the Application of either Party; and all reasonable Accommodation shall be provided and Facilities afforded by the said *North-eastern* Railway Company for the booking and Transit of Passengers and Goods destined for or coming from any of the Railways of the Company, in such Manner and upon such Terms and Conditions as shall be settled by such Engineers or by the Umpire to be appointed as aforesaid.

Until the Company exercise their running Power the North-eastern Company to work their Traffic.

29. When and so soon as the Railway hereby authorized shall be completed and ready for opening for public Traffic, and during such Time as the Company have not the Right to exercise the Power by this Act given them of passing over and using the aforesaid Portion of the *Victoria Dock* Branch with their Engines and Carriages, the *North-eastern* Railway Company shall find and provide all necessary Rolling Stock, Engine Power, and other Requisites for working the Traffic of the Railway hereby authorized, and shall work the same in an efficient and proper Manner, and also carry on all Traffic passing or required to pass to or from that Railway from or to *Hull* over the said Portion of the *Victoria Dock* Branch, and also over so much of the *North-eastern* Railway as is situate between the Terminus of that Branch and the *Paragon Street* Station in *Hull*, and into or from that Station or the intermediate Stations between it and the said Junction, in Carriages, Waggons, and Trucks belonging to or to be supplied by the *North-eastern* Railway Company, and so that no Change of Carriage shall be required in the Transmission of such Traffic, all which Services shall be supplied and performed in such Manner, at such Times, and upon such Terms and Conditions as shall be settled by the principal Engineers of the Two Companies, or by an Umpire to be appointed in the Manner by this Act before provided.

Company not to enter upon Land, &c. of North-eastern Company except as herein stated.

30. The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take, or use any of the Land or Property of the *North-eastern* Railway Company, or in any Manner alter, vary, or interfere with their Railway or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming a Junction therewith as shown on the said Plans, or as may be otherwise mutually agreed upon between and by the Company and the *North-eastern* Railway Company under the Provisions of this Act.

Mode of effecting Communication with North-eastern Railway.

31. All Communications between the Railway and the *North-eastern* Railway, and all Openings in the Ledges or Flanches of that Railway for effecting such Communications, shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *North-eastern* Railway Company may from Time to Time approve

approve and require, and shall be executed to his Satisfaction in all respects.

Expenses of Communications to be borne by the Company.

32. The Expenses of the Communications hereby authorized with the *North-eastern* Railway, and of all the necessary Openings in the Rails of that Railway, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and such Communications, Openings, and Works shall be in the first instance made, and afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence of the Engineer for the Time being of the *North-eastern* Railway Company, and in such Manner and by such Ways and Means respectively as shall not injure the *North-eastern* Railway, or impede or interfere with the free, uninterrupted, and safe Passage thereon; and in case any Damage or Injury shall be caused to that Railway or the Traffic thereon the same shall be forthwith made good by the Company to the *North-eastern* Railway Company, or in the event of the Company failing so to do then the *North-eastern* Railway Company may make good the same, and recover the Cost and Expense thereof and which they shall sustain thereby from the Company.

Signals, &c. at Points of Junction to be erected and maintained by the North-eastern Company.

33. The *North-eastern* Railway Company, at the Junction with their Railway, may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as they may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junction of the Railway hereby authorized with their Railway, and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *North-eastern* Railway Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of each Half Year, be repaid to them by the Company, on Demand, and in default the Amount of such Costs and Expenses may be recovered by them from the Company in any Court of competent Jurisdiction.

Saving Rights of North-eastern Railway Company.

34. Provided always, That, except as is by this Act expressly provided, this Act shall not in any way take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *North-eastern* Railway Company.

Regulating Works affecting

35. And whereas the Railway will cross certain Drains belonging to the Trustees of the *Holderness* Drainage known by the respective Names

Sutton and Main Low-land Drains.

Names of *Sutton* Drain or *Foredyke* Stream and *Main Low Land* Drain, situate in the Parish of *Sutton*, and numbered respectively 8 and 96 on the said Plans: Be it enacted, That the Railway shall be carried over the said Drains by means of Girder Bridges, to be constructed, as respects the Bridge over the *Sutton* Drain, on Foundations laid not more than Eighty-five Feet above the Datum Line of the Railway as defined by the said Sections, the Underside of the Girder to be One hundred and three Feet at least above the said Datum, and the Span of the Opening to be not less than Forty Feet on the Square, and as respects the Bridge over the *Main Low Land* Drain, on Foundations laid not more than Eighty-two Feet above the said Datum, the Underside of the Girder to be One hundred Feet at least above the said Datum, and the Span to be not less than Thirty-five Feet on the Square, and as respects both the said Bridges that all Works necessary for the Foundations be erected parallel to the said Drains, and all Works necessary for the Support of the said Bridges be so constructed as not to interfere with the sectional Area or Waterway of the said Drains respectively, as herein-before provided.

Regulating Works affecting Old Lambwith, SuttonCross, and Swine Church Drains.

36. And whereas the Railway will also cross certain other Drains belonging to the said Trustees known by the respective Names of *Old Lambwith* Drain, *Sutton Cross* Drain, and *Swine Church* Drain, respectively situate in the Parish of *Sutton*, and numbered respectively Sixteen, Seventeen, Seventy-six, and One hundred and one on the said Plans, and also *Swine Church* Drain, situate in the Parish of *Swine*, and numbered Seventy-nine on the said Plans: Be it enacted, That the Railway shall be carried over the last-mentioned Drains by means of Brick Arches of not less than Six Feet Opening, the Underside of the Arches to be Six Feet at least above and the Foundations laid not less than Two and a Half Feet below the present Bottom of the said Drains at the several Points of Crossing.

Free Passage of Water not to be interfered with.

37. Whilst any of the aforesaid Bridges shall be in course of Construction, or during any future Repairs thereof, the Company shall not do or permit any Act which may interfere with the ordinary free Passage of the Waters down the said Drains to their respective Outfalls, or which shall occasion any Injury to the existing Works of the said Drainage; and in case of any such Interruption or Damage the Company shall indemnify the Trustees of the said Drainage for the same respectively.

Foregoing Provision not to prejudice Right to prevent prohibited Works.

38. The Provision before contained for the Indemnification of the Trustees shall not prejudice their Right to restrain the Company from executing Works by this Act prohibited.

Plans to be submitted to

39. The Company shall and they are hereby required from Time to Time, before proceeding to construct any Portion of the Railway which is intended

intended to cross any of the Drains, Ditches, Sewers, or Watercourses within or under the Jurisdiction of Her Majesty's Commissioners of Sewers for the East Parts of the East Riding of *Yorkshire*, or to divert, alter, or in any way interfere with any of such Drains, Ditches, Sewers, or Watercourses, to submit to the said Commissioners of Sewers such Plans, Sections, and Surveys as shall be necessary or proper for enabling the said Commissioners to decide on the Number, Position, Waterways, Foundations, and general Adequacy and Effectiveness of the Bridges, Tunnels, Culverts, Watercourses, and other Works across the Line of such Portion as aforesaid of the Railway, for the free and uninterrupted Passage and Discharge at all Times of the Waters of and from the Drains, Ditches, Sewers, and Watercourses within the Jurisdiction of the said Commissioners which are intended to be crossed by the said Railway at such Level and in such Manner as shall, in the Opinion of the said Commissioners, be sufficient for the present and prospective Drainage and Improvement of the Lands within the Level of the Parts aforesaid.

Commissioners of Sewers before Drains, &c. interfered with.

40. The said Commissioners of Sewers shall and they are hereby required, without any unnecessary Delay, to investigate, by such Means as to them shall seem fit, the Adequacy of all such Works for such Purposes as aforesaid, and to decide at the Court and Session of Sewers held in and for the Parts aforesaid next after the Submission of such Plans, Sections, and Surveys, or at some Adjournment thereof, on the Number, Position, Waterways, Foundations, and general Adequacy and Effectiveness of the Bridges, Culverts, Tunnels, Watercourses, and other Works connected with such Portion of the Railway as aforesaid which shall be necessary for the free and uninterrupted Passage and Discharge at all Times of the Waters from such Drains, Sewers, Ditches, and Watercourses under or across such Railway, having regard to the present and prospective Drainage and Improvement of the Lands within the Level or Division through which such Railway is intended to pass, which Decision shall be forthwith certified by Writing under the Hands of the said Commissioners or any Three of them; and it shall not be lawful for the Company to proceed with the Execution of any of the Works connected with such Portion of the Railway as aforesaid, or to divert, alter, or interfere with any of such Drains, Sewers, Ditches, and Watercourses, without having obtained such Certificate as aforesaid respecting the same, nor shall the Company be at liberty to deviate from such Certificate in respect to such Works, nor to execute the same otherwise than in conformity therewith, without the previous Approbation of the said Commissioners given at a Court and Session of Sewers, and certified in Writing as aforesaid: Provided always, that in case the Company shall be dissatisfied with the Decision of the said Commissioners of Sewers in respect to such Works as aforesaid, it shall be lawful for the Company, after giving Fourteen Days Notice in

Commissioners to certify as to Construction of Works affecting Drains, &c.; and if Company dissatisfied, Board of Trade to decide.

in Writing of their Intention so to do to the Clerk to the said Commissioners, to apply to the Board of Trade to decide upon the proper Manner of executing and constructing such Works; and it shall be lawful for the Board of Trade, if they think fit, to decide the same accordingly, and to authorize by Certificate in Writing any Arrangement or Mode of Construction in regard to any of the Bridges, Culverts, Tunnels, Watercourses, and other Works for the Passage of Water from the Drains, Sewers, Ditches, and Watercourses under the Jurisdiction of the said Commissioners of Sewers, under or across the said Railway, which shall appear to them to afford ample Provision for the present and prospective Drainage and Improvement of the Lands within the Level through which such Railway is intended to pass, and every such Decision shall be binding upon both Parties.

Act not to affect Jurisdiction or Powers of Commissioners of Sewers.

41. Nothing in this Act contained shall extend or be construed to prejudice or affect the Powers or Authorities of Her Majesty's Commissioners of Sewers for the East Parts of the East Riding of *Yorkshire*, but all such Powers shall be in full Force as to the making new Watercourses and Outfalls for Water under or across the said Railway, but such Powers shall not be exercised so as to prevent or obstruct the working or using of the said Railway; and the said Company shall at all Times, in respect of the Lands and Tenements held by them in the Level of the East Parts of the East Riding of the County of *York*, be liable and subject to the Jurisdiction, Survey, Order, and Taxation of the said Commissioners, and shall be liable to the Maintenance, cleansing, and keeping in good and sufficient Order and Repair of all Drains, Ditches, Sewers, Watercourses, and Outfalls for Water, and the Bridges, Culverts, Tunnels, and other Works connected therewith, which are, shall, or may be upon, under, or across the said Line of Railway, or other the Lands or Works of the said Company, in the same Manner as if they had been originally subject thereto by reason of Tenure.

Deposit Money not to be repaid until Lines opened or Half the Capital paid up and expended, except on Execution of Bond, &c.

42. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Five thousand five hundred Pounds of Exchequer Bills, purchased with the Sum of Five thousand four hundred and forty Pounds, being Eight *per Centum* upon the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Five thousand five hundred Pounds of Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Exchequer Bills, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be

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, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or shall have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Five thousand four hundred and forty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Five thousand four hundred and forty Pounds if the Company shall not within the Time limited for the Completion of the said Railways either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest and Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest and Dividends thereof

would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

43. The Company may demand any Tolls for the Use of the Railway not exceeding the respective Sums following; (that is to say;)

Tonnage for Goods, &c.

First, in respect to the Tonnage of all Articles conveyed upon the Railway, as follows:

For all Dung, Compost, and all Sorts of Manure (excepting Guano and artificial Manure), Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Gravel, Chalk, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, and other Articles of Merchandise, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Cotton, Wools, Drugs, manufactured Goods, Guano, and all Sorts of artificial Manure, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform, *per* Mile Sixpence:

And a Sum of One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh beyond One Ton:

Tolls for Passengers, &c.

Secondly, in respect of Passengers and Animals conveyed upon the Railway, as follows:

For every Person, *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Ox, Cow, Bull, or Head of Neat Cattle, *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny.

Tolls for propelling Power.

44. The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway, in addition to the several other Tolls or Sums by this Act authorized to be taken, shall not exceed *per* Mile the Sums following; (that is to say,)

For each Passenger or Animal, or Ton of Goods or other Articles, One Penny:

For each Carriage, of whatever Description, conveyed on a Truck or Platform, One Halfpenny.

Maximum Rates of Charges for Passengers.

45. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers, including the Tolls for the Use of the Railway, and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

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 Halfpenny *per* Mile:

Tolls for Cattle, Goods, &c.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charges to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, weighing, covering, and unloading of Goods at any Terminal Station of such Goods, or for the Use of any Warehouse, Wharf, Depôt, Siding, or other similar Accommodation off the Main Line, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Head of Neat Cattle, Threepence *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, Twopence *per* Mile:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform, Sixpence *per* Mile; and if weighing more than One Ton, an additional Sum of Twopence *per* Mile for every additional Quarter of a Ton which such Carriage may weigh beyond One Ton:

For all Dung, Compost, and all Sorts of Manure (excepting Guano and artificial Manure), Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, Coals, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Gravel, Chalk, Ironstone and Iron Ore, Pig Iron and Bar Iron, Twopence *per* Ton *per* Mile:

For all Sugar, Grain, Corn, Flour, Salt for domestic Purposes, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, and Deals, Metals, Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Nails, Anvils, Vices, and Chains, Threepence *per* Ton *per* Mile:

For all Cotton and other Wools, Drugs, Guano, and all Sorts of artificial Manure and other manufactured Goods, Fourpence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, Fourpence *per* Ton *per* Mile:

When Waggons are not provided by the Company for the Conveyance of Coal and the other Articles classed therewith, but by the Parties sending the same, a Reduction of One Penny *per* Ton *per* Mile shall be made from the before-mentioned Rates.

Regulations as to the Tolls.

46. The following Provisions and Regulations apply to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges for Passengers as for One Mile, and for Animals and Goods for every Quarter of a Mile or Fraction thereof as for a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, or Fifty

Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity:

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee:

Tolls for small Parcels and single Articles of great Weight.

And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand and take Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels over the whole or any Part of the Line, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For Parcels exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they from Time to Time may think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, or which on account of the Length thereof may require more than One Carriage, the Company may demand such Sum as they think fit.

Passengers Luggage.

47. Every Passenger travelling upon the Railway in a First-class Carriage may take with him his ordinary Luggage not exceeding One hundred and twenty Pounds in Weight, and every Passenger travelling in a Second-class Carriage may take with him his ordinary Luggage not exceeding One hundred Pounds in Weight, and every Passenger travelling in a Third-class Carriage may take with him his ordinary Luggage not exceeding Sixty Pounds in Weight, without any Charge being made for the Carriage thereof.

Restriction as to Charges not to apply to Special Trains.

48. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

49. Provided always, That nothing in this Act shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Power to enter into Agreements with the North-eastern Railway Company.

50. The Company on the one hand and the *North-eastern* Railway Company on the other hand may from Time to Time enter into and make any Contract or Agreement with respect to all or any of the following Matters; (that is to say,)

The Use and Working by the *North-eastern* Railway Company of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto:

The Conveyance, Conduct, and Management by the *North-eastern* Railway Company of Traffic upon or over the Railway of the Company:

The Supply of any Rolling or Working Stock required for working the Traffic of the Company:

The Forwarding, Interchange, Transmission, Collection, Delivery, and general Conduct of Traffic:

The Maintenance and Repair of the Railway of the Company:

The Appointment, Employment, and Removal of Officers and Servants for the Purposes of the Railway:

The Apportionment and Payment of the Costs and Expenses of such Working, Maintenance, and Repair:

The Division between the Company and the *North-eastern* Railway Company of the Receipts arising from the Traffic upon the Railway.

During Continuance of Contract Railway to be deemed Part of North-eastern Railway.

51. During the Existence of any such Contract the Railways of the contracting Companies shall for the Purposes of Tolls and Charges be considered One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the *North-eastern* Railway and partly on the Railway of the Company for a less Distance than Four Miles Tolls and Charges may only be charged for Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only, and no other Short-Distance Charge shall be made for passing any Number of Miles or Fractions of Miles on both or either of the said Railways.

52. The

Appointment of Joint Committee for carrying the Agreement into effect.

52. The Company and the *North-eastern* Railway Company may appoint a Joint Committee, composed of such Number of Directors of the Two Companies as the Two Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the Companies respectively or their respective Directors.

Agreement not to affect Persons not Parties thereto.

53. Any such Agreement shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being respectively be authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into.

Agreement not to take effect unless approved by Shareholders of Companies and by the Board of Trade.

54. Any such Agreement shall not have any Operation until the same shall have been submitted to and approved of by a Majority of not less than Three Fifths of the Shareholders present personally or by Proxy at a Meeting of each of the Companies Parties thereto specially convened for that Purpose, and shall also have been approved of by the Board of Trade: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been assented to by the Shareholders of the Companies Parties thereto in the Manner required by this Act.

Meeting how to be convened.

55. The Meeting of Shareholders to approve of any such Agreement shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in the Town or County in which the principal Office of each Company Party to such Agreement is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the respective Companies, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

56. It

Contracts to be subject to periodical Revisal of Board of Trade.

56. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised; and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of the Agreement, and the Agreement shall thenceforth be construed and take effect accordingly.

PublicNotice at Expiration of decennial Period.

57. The Company previous to the Expiration of each decennial Period shall give such public Notice as the Board of Trade may prescribe that the Board has such Power, and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Agreement.

Differences to be settled by Arbitration.

58. In the event of any such Agreement being entered into, and any Dispute or Difference arising thereon, such Dispute or Difference shall be settled by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859."

Railway not exempt from Provisions of present and future General Acts.

59. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Tolls for small Parcels.

Expenses of Act.

60. The Expenses, Costs, and Charges of obtaining and passing this Act, and incidental and preparatory thereto, shall be paid by the Company.

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