CHAPTER clix.

An Act for incorporating the Rotherham Maltby and Laughton Railway Company and authorising them to construct railways in the west riding of the county of York and for other purposes. [4th August 1905.]

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WHEREAS the making and maintaining of the railways by this Act authorised in the west riding of the county of York would be of public and local advantage:

And whereas the persons in that behalf in this Act named with others are willing to carry the undertaking into execution on the powers hereinafter contained being conferred upon them and it is expedient that they be incorporated into a Company (hereinafter called "the Company") for that purpose:

And whereas it is expedient that the Company and the other companies hereinafter in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as hereinafter provided:

And whereas it is expedient to authorise the payment of interest out of capital during the construction of the railway as hereinafter provided:

And whereas it is expedient that the agreement contained in the schedule to this Act be confirmed and the other powers contained in this Act be conferred on the Company:

And whereas plans and sections showing the lines situation and levels of the railways as originally proposed to be authorised by this Act such plans showing the lands as originally proposed to be taken compulsorily under the powers of this Act and a book of reference to those plans containing the names of the

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owners and lessees or reputed owners and lessees and of the occupiers of those lands required or which may be taken for the purposes or under the Act were in the month of November one thousand nine hundred and four deposited with the clerk of the peace for the west riding of the county of York and are hereinafter respectively referred to as "the originally deposited plans sections and book of reference":

And whereas during the progress through Parliament of the Bill for this Act an alteration was made in the description and termination of Railways Nos. 3 and 4 by this Act authorised and a plan and section of the altered portion of the said railways describing the situation line and levels of the said altered portion and a book of reference to the last-mentioned plan containing the names of the owners or reputed owners lessees or reputed lessees and occupiers of the lands through which the same will be made were in the month of April one thousand nine hundred and five deposited with the clerk of the peace for the west riding of the county of York and are in this Act respectively referred to as "the amended plan section and book of reference":

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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:—

Short title.

1. This Act may be cited as the Rotherham Maltby and Laughton Railway Act 1905.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by 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 expressions "the railway" or "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised.

Company incorporated.

4. Frederick Parker Rhodes George Herbert Peake John Davison Milburn Godfrey Acheson Thornhagh Foljambe Thomas Bolle Bosvile Arthur Wightman and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and they are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Rotherham Maltby and Laughton 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 &c.

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 originally deposited plans and sections or as the case may be on the amended plan and section the railways and works hereinafter described with all proper stations sidings junctions approaches works machinery appliances and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the said originally deposited and amended plans as the case may be and described in the deposited book of reference as may be required for those purposes The railways and works hereinbefore referred to and authorised by this Act will be wholly situate in the west riding of the county of York and are—

A Railway (No. 1) 1 furlong 8·50 chains in length wholly in the parish and urban district of Rawmarsh commencing by a junction with the Sheffield and Mexborough Branch of the Great Central Railway at a point distant 13½ chains or thereabouts measured in a south-westerly direction from the bridge carrying that railway over the private railway of the Dalton Main Collieries Limited and terminating by a junction with Railway (No. 1A) hereinafter described at its point of termination and with Railway (No. 2) at its point of commencement and with such private railway at a

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point distant 2 chains or thereabouts measured in a north-westerly direction from the centre of the bridge carrying such private railway over the River Don:

A Railway (No. 1A) 3 furlongs 7·60 chains in length wholly in the parish and urban district of Rawmarsh commencing by a junction with the private railway of the Dalton Main Collieries Limited at their Roundwood sidings at a point distant half a chain or thereabouts measured in a north-easterly direction from the signal box of the Midland Railway Company at such sidings and terminating by a junction with Railway (No. 1) at its point of termination and with Railway (No. 2) at its point of commencement and with such private railway at a point distant 2 chains or thereabouts measured in a north-westerly direction from the centre of the bridge carrying such private railway over the River Don:

A Railway (No. 1B) 2 furlongs 9 chains in length wholly in the parish and urban district of Rawmarsh commencing by a junction with the Midland Railway at a point distant $13\frac{1}{2}$ chains or thereabouts measured in a north-easterly direction from the occupation bridge under that railway to the eastward of Roundwood Farm and terminating by a junction with Railway (No. 1A) and by a junction with the private railway of the Dalton Main Collieries Limited at a point immediately under the bridge carrying the Great Central Railway over such private railway:

A Railway (No. 1C) 9·10 chains in length wholly in the parish and urban district of Rawmarsh commencing by a junction with the Midland Railway at a point distant $27\frac{1}{2}$ chains or thereabouts measured in a south-westerly direction from the bridge under that railway to the eastward of Roundwood Farm and terminating by a junction with Railway (No. 1A) on the private railway of the Dalton Main Collieries Limited at a point distant 14 chains or thereabouts measured in a westerly direction along the curve of such private railway from the bridge carrying the Great Central Railway over such private railway:

A Railway (No. 2) 1 mile 5 furlongs 7·55 chains in length commencing in the parish and urban district of Rawmarsh

by a junction with Railways (Nos. 1 and 1A) at their common point of termination and with the private railway of the Dalton Main Collieries Limited at a point distant 2 chains or thereabouts measured in a north-westerly direction from the centre of the bridge carrying such private railway over the River Don and terminating in the parish of Thrybergh by a junction with Railways (Nos. 3 and 3A) at their common point of commencement on the Thrybergh Sidings of such private railway at a point distant 5½ chains or thereabouts measured in a north-easterly direction from the level crossing carrying the occupation road running south-eastwards into the Thrybergh Quarries over such private railway:

A Railway (No. 2A) 3 furlongs 3·90 chains in length commencing in the parish and urban district of Rawmarsh by a junction with the Sheffield and Mexborough Branch of the Great Central Railway at a point distant 29 chains or thereabouts measured in a north-easterly direction from the bridge carrying that railway over the private railway of the Dalton Main Collieries Limited and terminating in the parish of Thrybergh by a junction with Railway (No. 2) and with such private railway at a point distant 15 chains or thereabouts measured in a south-easterly direction from the centre of the bridge carrying such private railway over the River Don:

A Railway (No. 3) 2 miles 4 furlongs 2·25 chains in length as marked on the amended deposited plan commencing in the parish of Thrybergh by a junction with Railway (No. 2) at its point of termination and with Railway (No. 3A) at its point of commencement and with the private railway of the Dalton Main Collieries Limited at their Thrybergh Sidings at a point distant 5½ chains or thereabouts measured in a north-easterly direction from the level crossing carrying the occupation road running south-eastwards into the Thrybergh Quarries over such private railway and terminating in the parish of Braithwell by a junction with the Railway (No. 2) described in and authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 at a point in a field numbered 61 on the $\frac{1}{2500}$ Ordnance map (first edition 1892) 15 chains or thereabouts

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measured in a southerly direction from the junction of the public roads known as Bramley Lane and Common Lane:

A Railway (No. 3A) 4 furlongs 4·60 chains in length commencing in the parish of Thrybergh by a junction with Railway (No. 2) at its point of termination and with Railway (No. 3) at its point of commencement and with the private railway of the Dalton Main Collieries Limited at their Thrybergh Sidings at a point distant 5½ chains or thereabouts measured in a north-easterly direction from the level crossing carrying the occupation road running south-eastwards into the Thrybergh Sidings over such private railway and terminating by a junction with Railway (No. 3) at a point in a field numbered 111 on the $\frac{1}{2500}$ Ordnance map (second edition 1902) 7 chains or thereabouts measured in a southerly direction from the public road leading from Thrybergh to Ravenfield and 26½ chains or thereabouts measured in a westerly direction from the termination of such public road in the village of Ravenfield:

A Railway (No. 4) 1 mile 3 furlongs 9·40 chains in length as marked on the amended deposited plan commencing in the parish of Laughton-en-le-Morthen by a junction with the Railway (No. 3) described in and authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 at a point in a field numbered 13 on the $\frac{1}{2500}$ Ordnance map (first edition 1892) 22 chains or thereabouts measured in a southerly direction from the junction of the public roads known as Laughton Common Road and Common Lane and terminating in the parish of North and South Anston by a junction with the railway described in and authorised by the Shireoaks Laughton and Maltby Railway Act 1901 and now in course of construction at a point distant 1 chain or thereabouts measured in a northerly direction from the bridge carrying the roadway known as "New Road" over such last-mentioned railway.

Deposit of money by Company.

6.—(1) The Company shall within four months from the passing of this Act deposit with the Bank of England the sum of ten thousand pounds or a bond or bonds for that amount under the seals of the Great Central and Hull and Barnsley Railway Companies conditional on the completion of a through

line between the railways of the Dalton Main Collieries Limited and the Shireoaks and Laughton Railway of the Great Central and Midland Joint Committee and if the said sum shall not be so deposited or bond or bonds given within the said period the powers conferred on the Company by this Act shall absolutely cease and determine at the expiration of that period.

(2) Such deposit shall be made or bond or bonds given as the case may be under the condition that the sum so deposited or secured shall be forfeited and if a deposit shall have been made the money shall be paid by the Bank of England to the corporation of Rotherham or if a bond or bonds shall have been given such bond or bonds shall be delivered up to the said corporation and shall become the property of the corporation unless previously to the expiration of the period limited by this Act for the completion of the railways a through line to afford a connection between the railways of the Dalton Main Collieries Limited and the Shireoaks and Laughton Railway of the Great Central and Midland Joint Committee be completed and opened for public traffic The production of a certificate from the Board of Trade that the aforesaid connection has not been completed within the time prescribed by this Act shall be conclusive evidence thereof and the Bank of England shall thereupon and are hereby authorised to pay the said sum or deliver up the said bond or bonds to the corporation of Rotherham Any money so paid to the corporation or secured by any bond or bonds so delivered to the corporation shall be applied in such manner as the Local Government Board may direct or approve.

(3) Upon the completion of the aforesaid connection within the said period any sum of money so deposited shall be repaid by the Bank of England to the Company or the said bond or bonds shall be cancelled and released The production by the Company of a certificate from the Board of Trade that the aforesaid connection has been completed within the time prescribed by this Act shall be conclusive evidence that the same has in fact been so completed and the Bank of England without any further evidence of such completion shall repay to the Company the said sum or deliver up the said bond or bonds to the Great Central and Hull and Barnsley Railway Companies.

(4) The Company shall pay the Bank of England a reasonable sum for their services as custodians of the said sum or bond or bonds and for carrying out the provisions of this section.

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For protection of owners of Thurcroft Hall Estate.

7. For the protection of the trustees for the purposes of the Settled Land Acts 1882 to 1890 of the settlement created by the will of Thomas Marrian deceased and their sequels in estate or other the owner or owners for the time being of the Thurcroft Hall Estate (hereinafter referred to as and included in the expression "the owners") the following provisions shall have effect:—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not without the consent in writing of the owners purchase or acquire any of the properties numbered 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 or 32 on the deposited plans and in the book of reference for the parish of Laughton-en-le-Morthen forming part of the Thurcroft Hall Estate in the said parish of Laughton-en-le-Morthen in the west riding of the county of York.

For protection of Hull and Barnsley Railway Company.

8. For the protection of the Hull and Barnsley Railway Company (hereinafter called "the Hull and Barnsley Company") the following provisions shall unless otherwise agreed between the Company and the Hull and Barnsley Company have effect (that is to say):—

(1) The junction of Railway No. 3 by this Act authorised and the junction of Railway No. 4 by this Act authorised with the railways authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 shall respectively be made at the points respectively shown on the plan signed in duplicate by Sir Lewis McIver Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Private Bill Office House of Commons and one copy in the Parliament Office House of Lords or at such other point or points on the said plan as may be mutually agreed between the engineer of the Company and the principal engineer for the time being of the Hull and Barnsley Company:

(2) The Company shall not purchase or take compulsorily any land or property of the Hull and Barnsley Company nor (save only as far as may be absolutely

necessary for the purpose of constructing and maintaining the said junctions in accordance with the provisions of this Act) shall the Company or any other person in the execution of this Act in any manner either temporarily or permanently enter upon use or interfere with any railway or property of the Hull and Barnsley Company except with their consent in writing first obtained:

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

(4) Before opening for traffic the said junction of Railway No. 4 by this Act authorised with the railways authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 the Company shall provide at or near such junction all such interchange sidings and other works as shall in the opinion of the engineer of the Hull and Barnsley Company be required for the proper accommodation of all the traffic passing over or interchanged at such junction and the Company shall to the satisfaction of the said engineer maintain such interchange sidings and works and from time to time make and maintain to the like satisfaction such other interchange sidings and works as shall in the opinion of the said engineer be required for such accommodation as aforesaid:

(5) If any difference shall arise between the Hull and Barnsley Company and the Company respecting the

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matters and provisions aforesaid or any of them such differences shall be settled by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

Capital.

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

Shares not to be issued until one fifth paid.

10. 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.

Calls.

11. 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.

Power to divide shares.

12. 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 divide any shares 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 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.

13. The dividends which would 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 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 been payable on the entire share if the same had not been divided.

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

14. 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 certificates issued.

15. 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 in certificates.

16. 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.

17. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment 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.

Preferred half-shares not to be cancelled or surrendered.

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

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Half-shares to be half-shares in capital.

19. 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 hereinbefore contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow on mortgage.

20. The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole seventy-three thousand three hundred and thirty-three pounds but no part thereof shall be borrowed until the whole capital of two hundred and twenty 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 to whom the same was issued or their executors administrators successors or assigns and that such persons 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.

Appointment of receiver.

21. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

22. 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.

Receipt in case of persons not sui juris.

23. 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.

Application of moneys.

24. 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 meeting of Company.

25. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act.

Number of directors.

26. The number of directors shall be seven but the Company may vary the number provided that the number be never less than three nor more than seven.

Qualification of directors.

27. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of meeting of directors.

28. The quorum of a meeting of directors shall be three.

First directors. *Election of* directors.

29. Frederick Parker Rhodes George Herbert Peake John Davison Milburn Godfrey Acheson Thornhagh Foljambe Thomas Bolle Bosvile Arthur Wightman and one other duly qualified person nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or 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 (subject to the power hereinbefore contained for varying the

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number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

30. 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 five 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.

Period for compulsory purchase of lands.

31. 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.

Persons under disability may grant easements &c.

32. 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.

Stopping up road in case of diversion.

33. Where this Act authorises the diversion of a road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the date of the said certificate all rights of way over or along the existing road or footpath or portion shall be extinguished 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 or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to divert road and footpath as shown on deposited plans.

34. The Company may divert the road and footpath respectively referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road and footpath respectively so much of such existing road and footpath as will be rendered unnecessary by the new portions of road and footpath so shown on the said plans (that is to say):—

Railway.	Parish.	Nos. on Plans.
Railway No. 4 - -	Laughton-en-le-Morthen -	31
Railways Nos. 1 1A 1B and 1C	Rawmarsh - - -	2 and 10

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

35. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of fifteen thousand eight hundred and sixty-four pounds two and a half per cent. consolidated stock being five per centum upon the amount of the estimate in respect of the railway originally proposed to be authorised by this Act 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 And whereas twelve thousand eight hundred and thirty-six pounds thirteen shillings and fivepence part of the said sum of consolidated stock represents five per centum on the amount of the estimate in respect of the railways authorised by this Act (which last-mentioned sum is referred to in this Act as "the deposit fund") and three thousand and twenty-seven pounds six shillings and sevenpence the remainder of the first-mentioned sum of consolidated stock represents five per centum on the estimated cost of the portion of railway originally proposed but the construction of which is prohibited

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by this Act 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 the public conveyance of passengers or merchandise 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 the public conveyance of passengers or merchandise 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.

Application of deposit.

36. 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 the public conveyance of passengers or merchandise 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 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 retransferred to the depositors Provided that until the deposit fund has been retransferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Repayment of portion of deposit applicable to railways proposed but not authorised by Act.

37. Whereas in pursuance of the heads of agreement contained in the schedule to this Act portions of Railways No. 3 and No. 4 described in the Bill as originally deposited were struck out during the passage of the Bill for this Act in the House of Commons Be it therefore enacted that on the application of the persons or the majority of persons named in the warrant or order issued in pursuance of the Parliamentary Deposits Act 1846 or the survivors or survivor of them or the executors or administrators of the survivor at any time after the passing of this Act the High Court may and shall order that the sum of three thousand and twenty-seven pounds six shillings and sevenpence two-and-a-half per centum consolidated stock (being the proportion of the said sum of fifteen thousand eight hundred and sixty-four pounds like stock applicable to the portions of the said Railways No. 3 and No. 4 struck out of the said Bill) and the dividends thereon shall be transferred and paid to the person or persons so applying or to such other person or persons as he or they may appoint in that behalf.

Period for completion of works.

38. 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.

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Tolls.

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

Rates for merchandise.

40. 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 (which Order is 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 one of the railway companies named in 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.

Charges for small parcels.

41. 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):—

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.

Maximum rates for passengers.

42. 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) :—

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.

Passengers' luggage.

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

Foregoing charges not to apply to special trains.

44. 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.

Power to enter into working and traffic agreements.

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

The working use management and maintenance of the railway or some part or parts thereof by the contracting companies :

The management regulation interchange collection transmission and delivery of traffic upon or coming from or

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destined for the railways of the contracting companies or either of them :

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railway of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants :

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

The fixing subject to the authorised maximum rates and the collection payment division and apportionment of the tolls rates and charges and other income and profits arising from the traffic on the railways or portions of railways of the contracting companies.

Saving for Postmaster-General.

46. Nothing in any agreement made under the authority of this Act shall affect the rights of His 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 after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Great Central Railway Company either alone or jointly with the Hull and Barnsley Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Short distance charge in case of working agreements where rates and charges fixed with reference to existing rates and charges order of another company.

47. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway of the Company by any other railway company the railways of the Company and of such other company shall for the purpose 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 such other railway rates and charges may be charged as for three miles and for every fraction of a mile beyond three miles according to the number of quarters of

a mile in that fraction and a fraction of a quarter of a mile may be charged for as a quarter of a mile and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on such other railway 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 Confirmation Act 1892.

Traffic facilities.

48. The Great Central Railway Company and the Hull and Barnsley Railway Company shall respectively afford to the Company every facility for receiving forwarding accommodating and booking through traffic of every description and any difference respecting such facilities or the absence thereof shall be settled by an arbitrator to be appointed on the application of either company by the Board of Trade.

Agreements with Dalton Main Collieries Limited.

49. The Company and the Dalton Main Collieries Limited (hereinafter in this section referred to as "the Dalton Company") may enter into and carry into effect agreements for the transfer to the Company of the existing private railways and sidings or some of them connecting the Roundwood and Silverwood Collieries of the Dalton Company with the railways of the Great Central and Midland Railway Companies near Rotherham and of the existing Thrybergh Sidings of the Dalton Company or some of them together with all the rights powers authorities and privileges connected therewith and thenceforward on the completion of such transfer all such private railways and sidings so transferred as aforesaid shall vest in and form part of the undertaking of the Company and be subject to all the rights powers authorities and obligations conferred on the Company under this Act as if such private railways and sidings as aforesaid had been authorised by and constructed under the authority of this Act.

Adaptation &c. of certain railways and sidings.

50. The Company may in connection with the railways by this Act authorised lay down an additional rail or rails alongside of or adapt reconstruct and utilise the existing private railway and sidings or some of them connecting the Roundwood and Silverwood Collieries of the Dalton Main Collieries Limited with the railways of the Great Central and Midland Railway Com-

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panies near Rotherham and the existing Thrybergh Sidings of the Dalton Main Collieries Limited or some of them and for that purpose may execute and do all necessary works in connection therewith.

Power to construct branch railways &c. for accommodation of collieries &c.

51. The Company may enter into and carry into effect agreements with any owner or lessee of lands or of a colliery or of any other works adjoining or near to any of the railways by this Act authorised as to the construction management maintenance working and use of branch railways sidings and junctions on lands belonging to them or on lands acquired for the purposes of this Act to be connected with such railways and may apply their funds for that purpose and unless otherwise agreed may take similar tolls rates and charges therefor as are authorised by this Act.

For protection of corporation of Doncaster.

52. Where the Railways Nos. 3 and 3A by this Act authorised and shown upon the deposited plans cross the stream forming the parish boundary between Thrybergh and Ravenfield and which stream supplies the Thrybergh Reservoir belonging to the corporation of Doncaster the Company shall provide and maintain an efficient culvert of not less than three feet internal diameter for conveying the water of such stream and the flow of the water of such stream shall not be interfered with.

Where the said Railway No. 3 as shown upon the deposited plans crosses the stream at a point at the junction of the boundary of the parishes of Ravenfield Conisbrough and Braithwell in the west riding of the county of York one mile six furlongs four-and-a-half chains or thereabouts as shown on such plans the Company shall provide and maintain an efficient culvert of not less than three feet in internal diameter for conveying the water and the flow of the water of the said stream shall not be interfered with.

For protection of corporation of Sheffield.

53. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

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For further protection of corporation of Sheffield.

54. For the protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed upon in writing between the Company and the corporation have effect and shall apply with respect to the construction of Railway No. 1B and all works in connection therewith and the acquisition of any lands of the corporation for the purposes of the said railway by this Act authorised (that is to say):—

(1) The Company shall when they acquire any lands belonging to the corporation for the purposes of Railway No. 1B by this Act authorised acquire other lands adjoining thereto suitable for the purposes of tipping sludge equal in extent to the land of the corporation which the Company may acquire for the purposes of the said railway and the Company shall convey such lands to the corporation in exchange for the lands of the corporation acquired for the purposes of the railway and the position and suitability of the lands so to be acquired by the Company for exchange with the corporation as aforesaid shall be subject to the reasonable approval of the city surveyor of the corporation:

(2) If by reason of the construction of the said railway or any work in connection therewith any sludge or other detritus on lands taken for the purposes of the railway shall be forced on to or be lodged on any of the adjoining lands of the corporation the Company shall forthwith acquire for the corporation an additional area of land adjoining the existing lands of the corporation suitable and sufficient to accommodate the tipping of such a quantity of sludge or other detritus as shall be equal to the quantity so forced on to or lodged on the said adjoining lands of the corporation and the position and suitability of such additional land for the purposes aforesaid shall be subject to the reasonable approval of the said city surveyor:

(3) The corporation may at the expense of the Company construct such sidings culverts bridges fences and other works upon any of the lands to be acquired by the Company for the corporation as may be

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necessary for their proper and convenient use by the corporation for tipping sludge thereon and obtaining access thereto as hereinbefore provided and the Company shall provide all such sidings and accommodation works as the corporation may reasonably require to enable them to conveniently use the lands for such purposes as aforesaid:

(4) The Company shall before they enter upon take or use any lands of the corporation for the purpose of the construction of the said railway or any work in connection therewith acquire and convey to the corporation the lands to be given in exchange therefor as hereinbefore provided:

(5) In case of any difference arising between the Company and the corporation with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers.

For protection of rural district council of Doncaster.

55. For the protection of the rural district council of Doncaster (in this section referred to as "the council") the following provision unless otherwise agreed in writing under the corporate seals of the council and the Company shall have effect (that is to say):—

In constructing Railway No. 3 by this Act authorised and notwithstanding anything shown on the deposited plans and sections or in this Act contained the Company shall carry the said railway under the road called Bramley Lane numbered 13 on the deposited plans in the parish of Braithwell by means of a bridge at a convenient point not exceeding 9 chains or thereabouts measured in a north-easterly direction from the point of crossing the said road shown on such deposited plans but only in such manner that the surface level and inclination of the roadway thereof may remain unaltered.

For protection of Great Central and Midland

56. The following provisions for the protection and benefit of the Great Central and Midland Joint Committee (hereinafter called "the committee") shall unless with the previous consent

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Joint Committee.

of the committee in writing under their common seal apply and have effect (namely):—

(1) Notwithstanding anything shown on the deposited plans the junction by this Act authorised of Railway No. 4 with the Shireoaks and Laughton Railway (and which junction is hereinafter referred to as "the said junction") shall be constructed and maintained by the committee according to plans and sections to be previously agreed on by the engineer of the committee and the engineer of the Company and in all things at the expense of the Company:

(2) The Company shall not without in every case the previous consent of the committee under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging or leased to or worked by the committee except only so far as shall be necessary for the purpose of making and maintaining the said junction:

(3) With respect to any land belonging or leased to the committee which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the committee may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(4) The Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the said Shireoaks and Laughton Railway or any other railways or works belonging or leased to or worked by the committee but any removal or disturbance of the rails or other works belonging or leased to or worked by the committee necessary for the purpose of effecting the junction shall be effected and carried out by the committee at the expense of the Company:

(5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the

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ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging or leased to or worked by the committee:

(6) The Company shall bear and on demand pay to the committee the expense of the employment by the committee during the execution of any work affecting any railway siding or other work belonging or leased to or worked by the committee of a sufficient number of inspectors watchmen and signalmen to be appointed by the committee for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or their contractors with reference thereto or otherwise and if by reason of the construction of the railways and works by this Act authorised it shall become necessary to add to or alter the signals or signalling arrangements or electrical telephonic or telegraphic appliances upon the railways sidings or other works belonging or leased to or worked by the committee the same shall be so added to or altered by the committee and the reasonable expense thereof shall be repaid to the committee by the Company as well as any additional cost of maintenance the committee may be put to by reason of such additions or alterations:

(7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding electrical telephonic or telegraphic appliances or other work belonging or leased to or worked by the Committee shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the committee may make good the same and may as well upon their own lands as upon the lands of the Company execute such

works as may be necessary to prevent a recurrence of such injury or damage and recover the expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work belonging or leased to or worked by the committee by reason of any of the matters or causes aforesaid the Company shall pay to the committee all costs and expenses to which the committee may be put as well as full compensation:

(8) The Company shall bear and pay to the committee all expenses which the committee may incur in constructing maintaining or working the said junction or any signals signalling apparatus or electrical telephonic or telegraphic appliances or other works which may be rendered necessary by the construction by the Company of the works by this Act authorised and all incidental current expenses shall at the end of every half-year be repaid by the Company to the committee:

(9) If in the opinion of the committee or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the committee to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the committee all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided:

(10) If the committee shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said railways by this Act authorised the Company shall afford to the committee all reasonable and proper facilities for the construction of such bridges according to plans

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to be agreed between the principal engineers of the Company and the committee for the time being or in case of difference to be determined by arbitration as hereinafter provided:

(11) If any difference shall arise between the respective engineers of the Company and the committee as to the reasonableness of the plans sections and specifications hereinbefore provided for or as to the true intent and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party:

(12) The Company and the committee may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of Sheffield and South Yorkshire Navigation Company.

57. The following provisions shall have effect for the protection of the Sheffield and South Yorkshire Navigation Company (in this section called "the navigation company") and the River Dun forming part of the River Dun Navigation of the navigation company (in this section called "the navigation") (that is to say):—

(1) Notwithstanding anything shown upon the deposited plans or contained in this Act the railway company shall not enter upon take or use any lands or property of the navigation company but the railway company may purchase and the navigation company may and shall sell to the railway company an easement over so much of the lands and property of the navigation company as may be necessary for the purpose of constructing the Railway No. 2A by this Act authorised:

(2) The railway company shall carry the Railway No. 2A over the navigation and the towing path and banks thereof respectively by means of a girder bridge of one span having throughout a width of not less than 150 feet measured on the square between the abutments or piers thereof and no part of the underside of any of the girders of the said bridge shall be of

less height than 16 feet above the ordinary level of the water in the navigation where crossed by the said bridge:

(3) The width of the towing path where crossed by the said bridge to be not less than 12 feet throughout and the lines of the existing waterway of the navigation where crossed by the bridge to be in no way interfered with:

(4) The railway company shall at all times hereafter maintain the bridge of the minimum headway herein specified:

(5) The foundations of the piers and abutments of the said bridge on each side of the navigation shall be carried down to such a depth below the bed of the navigation and shall be placed in such positions consistent with the foregoing provisions of this section as shall be reasonably required by the engineer of the navigation company:

(6) The railway company during the construction and during any repairs of the said bridge or any other works crossing or affecting the navigation shall leave the waterway and towing path free and uninterrupted except so far as may be reasonably agreed between the navigation company and the railway company and if the towing path be obstructed during and owing to any works of construction or repair of the said bridge the railway company shall so long as such obstruction continues at their own expense provide and work to the reasonable satisfaction of the engineer of the navigation company proper and sufficient means of hauling vessels past the site of the bridge and retaining walls by night and day The railway company shall during such construction exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the railway company for the guidance of such vessels Such light or lights shall be of such description and be so used and placed as the navigation company in writing shall reasonably require:

(7) All works crossing or affecting the navigation shall be executed and maintained in accordance with detailed

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plans sections and specifications to be previously submitted to and reasonably approved in writing by the said engineer or in the event of his disapproving the same to be unless agreed between such engineer and the engineer of the railway company settled by arbitration as hereinafter provided Provided that if such engineer do not signify his approval or disapproval of the same within two months after their submission to him he shall be deemed to have approved them:

(8) All works crossing or affecting the navigation shall be executed in all things at the expense of the railway company and when commenced shall be carried on uninterruptedly and completed with all reasonable dispatch and all scaffolding piling and materials affecting the waterway or towing-path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair and well and sufficiently lighted:

(9) All works crossing or affecting the navigation shall be constructed and maintained so that the traffic of the navigation shall not except as herein expressly provided be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the navigation company but in all things at the expense of the railway company:

(10) The railway company shall bear and on demand pay to the navigation company the reasonable expense of the employment by the navigation company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the works by this Act authorised crossing or in any way affecting the navigation and for preventing except as aforesaid any such obstruction or interference or any danger or accident from the acts or default of the railway company or their contractors or the servants workmen or other persons in their respective employ:

(11) The railway company shall at all times at their own expense maintain the said bridge and other works in good and substantial repair and condition to the reasonable satisfaction and under the superintendence

of the navigation company and so as not to cause any obstruction to the navigation and in default thereof the navigation company may on the lands of the railway company and on their own lands do all such works and things as may be reasonably requisite in that behalf and the reasonable cost thereof shall on demand be paid by the railway company to the navigation company :

(12) If by reason of the execution or maintenance of any of the works or any proceedings of the railway company or any act or omission of the railway company or their contractors or of any officer servant or workman or other person employed by the railway company or such contractors the navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the railway company at their own cost and in default thereof the navigation company may make good the same at the cost of the railway company :

(13) The railway company shall indemnify the navigation company for any loss or damage they may suffer and for any compensation they may be required to pay for any obstruction interruption of or interference with the traffic of the navigation or any accident which shall have been occasioned by any act or default of the railway company their contractors officers or servants under this section :

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

(15) If any question arise between the railway company and the navigation company as to anything to be done or not to be done under this section or any money to be paid thereunder (except by way of compensation or indemnity as in this section provided or for any such easement as aforesaid) or otherwise under this section such question shall be determined by an arbitrator to be appointed (in default of agreement)

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on the application of either party by the President of the Institution of Civil Engineers:

(16) The railway company and the navigation company may agree for any variation or alteration of the works in this section provided for or of the manner in which the same shall be executed.

For protection of Rotherham Rural District Council.

58. For the protection of the rural district council of Rotherham (in this section referred to as "the council") the following provisions unless otherwise agreed in writing under the corporate seals of the council and the Company shall have effect (that is to say):—

(1) In constructing Railway No. 3 by this Act authorised the Company shall not make the approaches to the bridge carrying the public road numbered 12 on the deposited plans in the parish of Ravenfield over the said Railway No. 3 steeper respectively than 1 in 100 on the northern side and 1 in 24 on the southern side thereof and shall not make the arch of the bridge to be constructed carrying the said Railway No. 3 over the public road numbered 20 on the deposited plans in the same parish of a less headway than sixteen feet in the centre:

(2) In constructing the said Railway No. 3 the Company shall take all proper steps (under the superintendence of the council if such superintendence be given) to preserve the existing spring of water at or near the west side of the before-mentioned public road numbered 20 on the deposited plans and if during or by reason or in consequence of the construction of the said Railway No. 3 the said existing spring of water shall be diminished or otherwise prejudicially interfered with the Company shall forthwith at their own cost and to the reasonable satisfaction of the council provide and maintain a supply of water equal in all respects to that obtained from the existing spring or shall in lieu thereof if the council so require make compensation (the amount to be settled by arbitration in case of difference as hereinafter provided) to any person or persons for any loss damage or inconvenience which may be incurred or occasioned by such diminution or interference as aforesaid:

(3) In case of any difference or dispute arising under this section between the council or any person entitled to compensation under this section and the Company such difference shall be determined by an arbitrator to be appointed unless otherwise agreed by the Board of Trade on the application of either party.

For protection of West Riding County Council.

59. For the protection of the county council of the west riding of Yorkshire the following provisions shall have effect:—

(1) Notwithstanding anything in this Act the agreement dated the 12th day of June 1900 and made between the said county council of the one part and the Dalton Main Collieries Limited of the other part with reference to the construction of a railway and bridge under the Doncaster and Tinsley main road at Whinny Hill shall from and after any transfer of that railway to the Company in pursuance of this Act or from and after the day on which the Company commence to exercise the powers by this Act granted for the construction of a railway under the said bridge as the case may be continue in force and be observed by the Company as though the Company were parties thereto instead of the said Dalton Company:

(2) The Company shall not in the exercise of any powers under this Act lengthen or otherwise alter the bridge referred to in the said agreement except in accordance with plans sections and specifications previously submitted by the Company to and approved by the said county council and upon and subject to such terms and conditions as may be agreed between the said county council and the Company Provided that if the said county council shall unreasonably refuse to approve such plans sections and specifications or if the said county council and the Company shall fail to agree upon such terms and conditions the matter in difference shall be determined by an arbitrator to be agreed upon or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the reference to arbitration shall be subject to the provisions of the Arbitration Act 1889.

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Confirmation of scheduled agreement.

60. The heads of agreement dated fifth day of April one thousand nine hundred and five between Frederick Parker Rhodes of the first part the Hull Barnsley and West Riding Junction Railway and Dock Company of the second part and the Great Central Railway Company of the third part contained in the schedule to this Act are hereby confirmed and made binding upon the Company and the parties thereto respectively.

Power to pay interest out of capital during construction.

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

(A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(C) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid:

(D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company

inviting subscriptions for shares and in every certificate of shares :

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

62. 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.

Provision as to general Railway Acts.

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

Costs of Act.

64. 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.

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The SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT made the fifth day of April one thousand nine hundred and five between FREDERICK PARKER RHODES on behalf of himself and all other Promoters of the Rotherham Maltby and Laughton Railway Bill 1905 (who are hereinafter referred to as "the Promoters") of the first part the HULL BARNSLEY AND WEST RIDING JUNCTION RAILWAY AND DOCK COMPANY (hereinafter referred to as "the Hull and Barnsley Company") of the second part and the GREAT CENTRAL RAILWAY COMPANY (hereinafter referred to as "the Great Central Company") of the third part.

WHEREAS by the said Bill power is sought for the intended Rotherham Maltby and Laughton Railway Company to acquire certain railways belonging to the Dalton Main Collieries Limited and to connect the same by means of certain new railways to be constructed under the powers of the Bill with the railway of the Great Central and Midland Joint Committee near North Anston in the west riding of the county of York:

And whereas such new railways will be to some extent parallel with and a duplication of the railway of the Hull and Barnsley Company leading from Thurnscoe to Dinnington in the said west riding (hereinafter referred to as "the Thurnscoe and Dinnington line") authorised by the Hull and Barnsley Railway Act 1902:

And whereas the Hull and Barnsley Company and the Great Central Company (hereinafter sometimes referred to as "the railway companies") have petitioned against the said Bill on the grounds inter alia that the said railways so proposed to be acquired and constructed would be competitive with the existing or authorised railways of the respective petitioners and that there is no necessity for a new independent railway company as proposed:

And whereas the Promoters have agreed to a modification of their schemes so as to avoid unnecessary duplication and to utilise as far as possible the authorised Thurnscoe and Dinnington line:

And whereas the parties hereto have agreed to promote and support as hereinafter appears a Bill or Bills for effecting the transfer of so much of such railway as shall be so used to the said railway companies jointly

and for the granting of running and other powers in such manner as hereinafter appears and in consideration thereof the said railway companies have consented to abandon their opposition:

Now it is hereby agreed by and between the parties hereto:—

1. Subject to the consent of Parliament the said Rotherham Maltby and Laughton Bill shall be modified so as to give effect to the intentions of this agreement and all the parties hereto shall use their best endeavours to secure the passing of the same and the confirmation by Parliament of this agreement.

2. The portions of Railways Nos. 3 and 4 described in the said Bill lying between the points marked "A" and "B" on the plan annexed hereto shall be withdrawn from the said Bill and abandoned and instead thereof so much of the said authorised Thurnscoe and Dinnington line as lies parallel with such portions shall be constructed and connected with the remainder of the said railways by means of the junctions shown on the said plan at the points "A" and "B" (which junctions are hereinafter referred to as "the northern and southern junctions respectively").

3. All the parties hereto shall use their best endeavours to obtain the sanction of Parliament in the next ensuing session to a Bill or Bills for effecting the following purposes (that is):—

(A) The transfer of the powers sought by the Rotherham Maltby and Laughton Railway Bill 1905 as modified by this agreement and the projected undertaking of the Rotherham Maltby and Laughton Railway Company to the Great Central Company who shall thereupon pay and discharge the reasonable costs charges and expenses of the Promoters in and about the promotion of the said Rotherham Maltby and Laughton Bill 1905 and the Great Central Company shall pay and discharge the costs charges and expenses of and incident to preparing for obtaining and passing the Bill for effecting such transfer:

(B) The transfer of that portion of the said authorised Thurnscoe to Dinnington Railway of the Hull and Barnsley Company which lies between the said northern and southern junctions together with the said junctions and including the short extension towards Maltby (hereinafter called "the southern portion of the Dinnington Railway") to the Hull and Barnsley and Great Central Companies jointly Provided always that (unless otherwise agreed) the solicitor and chief engineer of the Hull and Barnsley Company shall act as solicitor and engineer in carrying out the land purchases for and constructing the southern portion of the Dinnington Railway:

(C) The granting to the Great Central Company of an option to acquire at any time upon giving notice in writing an undivided half share in the remainder of the said Thurnscoe to Dinnington

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Railway northwards from the northern junction shown on the said plan to its termination at Thurnscoe aforesaid (hereinafter called "the northern portion of the Dinnington Railway") Provided that if at any time the Hull and Barnsley Company shall give to the Great Central Company notice in writing of their intention of proceeding with the construction of the said northern portion the Great Central Company shall within six months of their receipt of such notice declare in writing to the Hull and Barnsley Company their intention to exercise such option as aforesaid and in default of their so declaring their option shall cease :

(D) The granting to the Hull and Barnsley Company upon the opening of the Rotherham Maltby and Laughton Railway for traffic of full running powers for every description of traffic (including traffic from the Ravenfield Dalton Roundwood and any other collieries between the commencement of Railway No. 1 as described in the said Bill and the said northern junction) destined for or arising at places on the railway or dock undertaking (including the authorised joint dock of the Hull and Barnsley and North Eastern Companies) of the Hull and Barnsley Company or any line which they work or of which they are now or will be under the powers of this agreement joint owners over all railways lying to the west or north of the northern junction which shall be acquired or constructed under the Rotherham Maltby and Laughton Railway Bill 1905 and also the like running powers over the Great Central Railway from its junction with the Rotherham Maltby and Laughton Railway No. 2 near Kilnhurst to a junction at Wath with the Hull and Barnsley line which the Hull and Barnsley Company shall be entitled to make and to the existing junction between the two lines at Stairfoot for the like traffic only together with all facilities reasonable usual or proper for the exercise of such running powers Provided that the running powers over the said portion of the Great Central Railway shall not be used for traffic arising or terminating thereon :

Provided always that if and when the northern portion of the Dinnington Railway shall be constructed and open for traffic such running powers shall cease except for the purpose of enabling the Hull and Barnsley Company to obtain access to the said collieries for such traffic as aforesaid by means of a junction between the northern portion of the Dinnington Railway and the Rotherham Maltby and Laughton Railway which the Hull and Barnsley Company shall be entitled to construct And provided also that the said running powers shall not be exerciseable by any foreign company running over or using or being part owners in the railway of the Hull and

Barnsley Company and shall absolutely cease on the sale or amalgamation of the undertaking of the Hull and Barnsley Company and upon such cesser of the running powers the Great Central Company shall afford usual facilities including through rates divisible on mileage for all traffic which has theretofore passed under the running powers In the event of the running powers being so determined the Great Central Company shall if the Hull and Barnsley Company or their successors so require repay to the Hull and Barnsley Company or their successors the amount if any which shall have been expended by them in or towards the construction of the Thurnscoe and Dinnington line:

(E) The regulation of the terms and conditions (including the provision of a joint committee or joint committees of management) on which the railways so to be jointly owned by the railway companies shall be worked and managed and on which the said running powers shall be exercised The costs charges and expenses of the preparation completion and carrying out of this agreement shall be borne by the two companies in equal shares.

4. Pending the opening of the Rotherham Maltby and Laughton Railway for traffic the Great Central Company shall give the Hull and Barnsley Company facilities for carrying coal destined for the Hull and Barnsley Docks or places on the Hull and Barnsley Railway from the Dalton Main Collieries.

5. The southern portion of the Dinnington Railway and the northern portion thereof if the Great Central Company shall exercise the option given them by clause 3c hereof as aforesaid shall be constructed at the joint equal expense of the companies owning the same and the Great Central Company in the event of their exercising their option as aforesaid shall advance to the Hull and Barnsley Company if and when required by that company the amount of that company's share for joint construction and equipment of the northern portion of the Dinnington Railway and the amounts so advanced with interest at three and a half per cent. with half-yearly rests from the date of payment shall be carried to an account to be called the joint account The amount which at the date of the opening of the northern portion of the Dinnington Railway shall stand in the joint account to the debit of the Hull and Barnsley Company shall not be a debt recoverable from the Hull and Barnsley Company but the Hull and Barnsley Company shall have power to repay the same and until repayment shall pay to the Great Central Company interest thereon half-yearly at the rate of three and a half per cent. per annum.

6. All moneys expended by the Hull and Barnsley Company for acquiring and continuing the powers to construct the northern and southern portions of the Dinnington Railway shall be deemed to be moneys

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expended by the Hull and Barnsley Company towards the construction of the respective portions of such railway.

7. The construction of the Rotherham Maltby and Laughton Railway including the northern and southern junctions and of the southern portion of the Dinnington Railway shall be commenced within two years from the date hereof and proceeded with continuously and be completed simultaneously The northern portion of the Dinnington Railway shall if the Great Central Company exercise the option given them by clause 3c hereof be constructed at such time after the completion of the southern portion as the two companies or either of them shall desire to have the same constructed Provided always that unless otherwise agreed the solicitor and chief engineer of the Hull and Barnsley Company shall act as solicitor and engineer in carrying out the land purchases for and constructing the northern portion of the Dinnington Railway.

8. The Bill or Bills necessary for giving effect to clause 3 (B) (C) (D) and (E) hereof or otherwise in relation thereto shall be promoted by the Hull and Barnsley Company and all costs charges and expenses of and incident to the preparing for obtaining and passing of the same and the watching and attending of the same by the Great Central Company through Parliament shall be paid by the Great Central Company and the Hull and Barnsley Company in equal shares.

9. An option shall be given to the Midland Company subject to the sanction of Parliament to become within three months from the confirmation by Parliament of this agreement equal partners with the Great Central Company in the said Rotherham Maltby and Laughton Railway and equal partners with the Hull and Barnsley Company and the Great Central Company in the northern and southern portions of the Dinnington Railway.

10. In case any difference shall arise between any of the parties hereto as to the terms of this agreement or in the carrying the same into effect the same shall be settled by arbitration.

11. This agreement is subject to the approval of Parliament and to the passing of the said Rotherham Maltby and Laughton Railway Bill 1905 either as modified by this agreement or with such other alterations as the parties shall approve and is also subject to such alterations as Parliament shall think fit to insert in the said agreement and as may be approved by the parties.

12. All parties hereto shall co-operate to obtain such further Parliamentary powers as may be necessary to carry out this agreement.

In witness whereof the said Frederick Parker Rhodes hath hereunto set his hand and seal and the said Hull and Barnsley Company and the

said Great Central Company have caused their respective common seals to be hereunto affixed the day and year first above written. A.D. 1905.

Signed sealed and delivered by the said Frederick Parker Rhodes in the presence of— } F. PARKER RHODES. L.S.

R. Salomonson
Assistant Solicitor
Great Central Railway.

The common seal of the Hull and Barnsley Company was hereunto affixed in the presence of— } L.S.

Geo. Scaum
Secretary.

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

O. S. Holt
Secretary.

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