



CHAPTER ccxxiii.

An Act to enable the Church Fenton, Cawood and Wistow Railway Company to construct a railway to join the Hull, Barnsley and West Riding Junction Railway, and to extend the time for the completion of their authorised railway; and for other purposes. [18th August 1882.] A.D. 1882.

WHEREAS by the Church Fenton, Cawood and Wistow Railway Act, 1879 (in this Act called "the Act of 1879"), a Company (in this Act called "the Company") was incorporated and authorised to make and maintain a railway described in that Act, and in this Act called the authorised railway, and were authorised to raise a share capital of thirty thousand pounds, and to borrow ten thousand pounds: 42 & 43 Vict.
c. cxxviii.

And whereas it is expedient that the time limited for the purchase of land for, and for the completion of the authorised railway should be extended:

And whereas it is expedient that the Company should be authorised to make and maintain the railway herein-after described, and to raise further share capital, and to borrow further moneys:

And whereas it is expedient that the Company, and the Hull, Barnsley and West Riding Junction Railway and Dock Company, should be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the railway, together with books of reference to such plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands and property required, or which may be taken for the purposes or under the powers of this Act, have been deposited for public inspection in the office of the clerk of the peace for the west riding of the county of York, and are herein-after referred to as the deposited plans, sections and books of reference:

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

May it therefore please Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the authority of the same, as follows :—

Short title.

1. This Act may be cited for all purposes as the Church Fenton, Cawood and Wistow Railway Act, 1882.

Incorporation of general Acts.

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
8 & 9 Vict. c. 16.

2. The Lands Clauses Consolidation Acts, 1845, 1860 and 1869, the Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway), Part II. (relating to extension of time), and Part III. (relating to working agreements), of the Railways Clauses Act, 1863, and the clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

26 & 27 Vict. c. 118.

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock), of the Companies 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.

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The expression "the railway" means the railway by this Act authorised; A.D. 1882.

The expression "the authorised railway," means the railway authorised by the Act of 1879;

The expression "the railways of the Company," means the railway and the authorised railway.

4. Subject to the provisions of this Act, the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections, the railway and other works hereinafter described, with all proper station sidings, approaches, works and conveniences connected with such railway, and may enter upon, take, and use such of the lands delineated on the said plans, and described in the deposited books of reference as may be required for that purpose. The railway and other works herein-before referred to and authorised by this Act, are:— Power to make railway.

A railway 7 miles 6 furlongs and 6 chains in length commencing in the township and parish of Wistow, in the west riding of the county of York, by a junction with the railway authorised by the Act of 1879, at or near the termination of that railway, as shown on the plans deposited for the purposes of that Act with the clerk of the peace for the said west riding, at his office at Wakefield, in the month of November, 1878, and terminating in the township and parish of Drax, in the said west riding, by a junction with the railway authorised by the Hull, Barnsley, and West Riding Junction Railway and Dock Act, 1880, and in that Act called Railway No. 3. 43 & 44 Vict. c. cxcix.

5. Whereas certain persons are promoting a Bill in the present session of Parliament under the short title of the East and West Yorkshire Union Railways Bill (hereinafter called the Yorkshire Union Railways Bill) for authorising the construction of certain railways in the west riding of the county of York: And whereas the Railway No. 2 proposed to be authorised by the said Bill and the railway by this Act authorised are shown upon the respective deposited plans relating thereto to pass over the same lands in the parish of Drax in the said west riding and the same lands are included within the limits of deviation of both such railways and will be required for the purposes thereof: And whereas the construction of both the said railways in the lines and according to the levels shown upon the respective deposited plans and sections is impracticable: Be it enacted as follows—In the event of the Yorkshire Union Railways Bill being passed into an Act the powers by this Act conferred on the Company for the construction of so much of As to construction of portion of railway.

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the railway by this Act authorised as lies between the point where the centre line of that railway is on the deposited plans and sections shown to cross the Railway No. 2 proposed to be authorised as aforesaid and the termination of the railway by this Act authorised shall be suspended for a period of one year and six months after the passing of this Act and if the Company to be incorporated by the Yorkshire Union Railways Bill shall within one year and six months after the passing of this Act construct the portion of the said Railway No. 2 which lies between the point of crossing aforesaid and the termination of the said Railway No. 2 the powers of the Company for the construction of the before-mentioned portion of the Railway by this Act authorised shall cease and determine but otherwise shall be in full force and effect.

For protection of Selby Canal.

6. The following provisions shall apply to the protection of the Selby Canal (in this section called "the canal") that is to say:—

- (1) In carrying the railway by this Act authorised over the canal the Company shall not without the previous consent in writing of the undertakers of the navigation of the rivers of Aire and Calder (herein-after called "the undertakers") alter the line or level of the canal or the towing path thereof or (either temporarily or permanently) obstruct or impede the navigation thereof nor shall they without such consent as aforesaid enter upon take or use except as herein-after mentioned any lands belonging to the undertakers;
- (2) The said railway shall be carried across the canal by means of a bridge of stone brick or iron or of two or more of those materials combined and the said bridge shall be constructed so as to cross the canal and the towing-path thereof by a single span of not less than seventy feet in width measured at right angles to the abutments of such bridge and such abutments shall be placed in such positions as shall be fixed by the engineer of the undertakers;
- (3) In the construction of the bridge the Company shall not without the consent of the undertakers deviate from the centre line of railway as shown on the deposited plans at the point of crossing the canal nor from the levels thereof as shown on the deposited sections in such manner as to lower such levels;
- (4) No part of the soffit or underside of the arch or girder of the bridge shall be lower than thirteen feet six inches above the ordinary top-water level of the canal at the point of crossing;
- (5) The bridge and all the works connected therewith and all future repairs thereof and all temporary works during the con-

struction of such bridge shall be constructed under the inspection and to the reasonable satisfaction of the engineer for the time being of the undertakers and according to plans sections and specifications to be previously approved by such engineer and the engineer of the Company or in the event of difference by an umpire to be appointed by the Board of Trade on the application of either party ;

(6) The bridge and all the works connected therewith shall be completed within eighteen months from the time at which the same are commenced and during the construction and during any future necessary repairs of the bridge the Company shall at all times leave open and uninterrupted a navigable waterway thereunder of a width of not less than thirty feet with a navigable depth of water throughout of not less than the greatest navigable depth at the time existing immediately above and below such bridge and with a headway of not less than twelve feet above the ordinary top-water level of the canal at the point of crossing and with a towing-path of not less than nine feet in width which shall at all times during the construction and future repair of such bridge remain open for traffic without any obstruction between the same and the said waterway and such waterway shall at all times during such construction and repairs be provided with proper fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of the bridge the Company shall remove everything obstructing or interfering with the access to or the free navigation under the same ;

(7) The Company shall maintain the bridge in good and substantial repair and in the event of it being at any time out of repair or of any obstruction being caused to the canal or the traffic thereon by reason of any of the works or operations of the Company or by reason of any omission on the part of the Company to remove anything causing such obstruction the undertakers may after giving the Company seven days notice of their intention so to do repair such bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction ;

(8) The Company shall not without such consent as aforesaid take or acquire any right or interest in any of the lands belong-

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ing to the undertakers other than an easement for constructing maintaining and using the said bridge and railway under and subject to the conditions herein-before contained;

- (9) In case during the execution of the works of the Company or of any subsequent alteration or repairs thereof or of any failure or defect therein any steam vessel boat barge or other vessel passing or intending to pass along the canal or the horses locomotives or other tractive or propellent power moving the same shall be impeded or in case the navigable waterway or towing-path herein-before required to be preserved during the progress of the works of the Company shall at any time be contracted to a less width depth or height than as herein-before prescribed then and in every such case the Company shall pay to the undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours notice given by the undertakers to the Company or their secretary of the existence of such impediment or contraction and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue and in case the bridge shall not be completed within the time herein-before limited for the completion thereof the Company shall pay as and by way of liquidated damages to the undertakers the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed: Provided that nothing herein contained shall extend to prevent the undertakers from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the canal from recovering against the Company any special damage that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the undertakers and any such person using the canal are hereby authorised to sue for and recover any such liquidated or special damage as herein-before mentioned with full costs of suit in any court of competent jurisdiction.

7. The following provisions with relation to the North-eastern Railway Company (herein-after called the North-eastern Company) and their railways works and property shall be carried into effect by the Company and the Company shall be bound thereby viz. :—

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For protection of the North-eastern Railway Company.

- (1) The railway shall be carried over the Leeds and Selby Railway of the North-eastern Company by means of a bridge of one span of a clear width of at least sixty-eight feet on the square and with not less than fourteen feet six inches clear headway throughout above the surface levels of the said railway and over the York and Doncaster Railway of that company by means of a bridge of one span of a clear width of at least sixty-six feet on the square and with not less than fourteen feet six inches clear headway throughout above the surface levels of that railway ;
- (2) The said bridges shall be of stone brick or iron and shall be carried over the said railways of the North-eastern Company at the respective points of crossing shown on the deposited plans and the said bridges and all works affecting the North-eastern Company shall be made and constructed by the Company in a substantial and workmanlike manner and under the superintendence and to the reasonable satisfaction of and according to plans and sections previously submitted to and reasonably approved by the engineer of the North-eastern Company and so as not to endanger or interfere with the security of their railways or to impede the traffic thereof and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company. And the North-eastern Company may require all such precautions to be taken by the Company in constructing maintaining and repairing the said bridges and works as their engineer may deem expedient for protecting their railways from injury and the traffic thereof from interruption. And in case any damage or injury shall be caused to their railways or interruption or injury to the traffic thereof by reason of the said bridges or works or during the construction maintenance use or repair thereof respectively the same shall forthwith be made good by the Company to the North-eastern Company or that company may make good such damage or injury to their railways and may recover the cost and expenses thereof and also compensation for such interruption or injury to their traffic as aforesaid from the Company in any court of competent jurisdiction ;

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(3) The Company shall not purchase or take compulsorily any part of the railways or any of the lands or property of the North-eastern Company but they may purchase and acquire from that company and that company may and shall sell to the Company an easement or right of constructing and maintaining the railway on or over the property of the North-eastern Company in accordance with the provisions of this Act nor shall the Company or any person in the execution of this Act in any manner either temporarily or permanently enter upon use or interfere with the railways or property of the North-eastern Company except with their consent in writing first obtained save only so far as may be absolutely necessary for the purpose of constructing and maintaining the railway in accordance with the provisions of this Act;

(4) Except as is by this Act expressly provided this Act or anything therein contained shall not take away diminish alter or prejudice any of the rights powers privileges or authorities of the North-eastern Company.

Saving rights of the undertakers of the Aire and Calder Navigation.

8. Save as by this Act expressly authorised nothing in this Act contained shall diminish alter prejudice affect or take away any of the rights privileges powers or authorities vested in the undertakers of the navigation of the rivers of Aire and Calder in the county of York.

For protection of the Hull Barnsley and West Riding Junction Railway and Dock Company.

9. The Company shall construct the railway at the point of junction thereof with the Hull Barnsley and West Riding Junction Railway in the parish of Drax and for a distance of four hundred and forty yards from such junction in all respects in accordance with the deposited plans and sections and shall not except with the previous consent in writing of the Hull Barnsley and West Riding Junction Railway and Dock Company deviate from the centre line of such railway as shown on the deposited plans or from the levels as shown on the deposited sections between the above points.

Power to cross certain roads on the level.

10. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line of railway only whilst the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the road next herein-after mentioned (that is to say):—

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No. on deposited Plan.	Parish.	Description of Road.
2	Wistow - - - -	Public.
17	Selby - - - -	Public.
140	Selby - - - -	Public.
4	Brayton - - - -	Public.
12	Brayton - - - -	Public.
25	Brayton - - - -	Public.

11. The powers of the Company for the compulsory purchase of lands for the purposes of this Act, shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

12. The quantity of land to be taken by the Company, under this Act, for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed two acres.

Land for extraordinary purposes.

13. The railway and works by this Act authorised shall, for purposes of tolls, rates, and charges, and for all other purposes whatsoever, form part of the undertaking of the Company.

New railway to be part of the Company's undertaking.

14. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of six thousand two hundred and four pounds Three Pounds per Centum Consolidated Bank Annuities, being equal in value to five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the "deposit fund": Be it enacted that notwithstanding anything contained in the said recited 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 the completion of the railway, open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on 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

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

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fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Court shall, on the application of the depositors, or the majority of them, 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.

15. If the Company do not, previously to the expiration of the period limited for the completion of the railway, complete and open the same for the public conveyance of passengers, 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 land-owners 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 Chancery Division of the High Court of Justice in England 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 either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

16. 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 to be exercised, except as to so much thereof as is then completed.

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 Period for completion of works.

17. The period limited by the Act of 1879 for the compulsory purchase and taking of lands for the purpose of the authorised railway shall be extended, and such powers shall continue in force until the twenty-first day of July, one thousand eight hundred and eighty-five.

Extension of time for compulsory purchase of lands for authorised railway.

18. The period limited by the Act of 1879 for the completion of the authorised railway, and for the forfeiture of the deposit for the non-completion thereof, shall be extended to the twenty-first day of July, one thousand eight hundred and eighty-seven, and if the authorised railway shall not on that day be completed the powers granted for making the same shall cease to be exercised except as to so much of the authorised railway respectively as shall then be completed.

Extending time for making authorised railway.

19. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act grant to the Company any easement, right or privilege (not being an easement of water) 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, easements, rights and privileges as aforesaid respectively.

Power to take easements by agreement.

20. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills or other general notice, placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Notice to be given of taking houses of labouring classes.

21. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised

Company to procure accommodation for per-

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sons of the
labouring
classes to be
displaced.

to acquire, the Company shall (unless the Company and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice. The Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement, and may on any such lands erect labouring class dwellings, and may let or otherwise dispose of such lands and buildings.

Power to
Company to
raise addi-
tional capital.

22. The Company from time to time may raise for the purposes of this Act, and for the general purposes of their undertaking to which capital is properly applicable by the creation and issue of new shares, such additional capital as they think fit, not exceeding in the whole the sum of one hundred and sixty thousand pounds, and they may create and issue such new shares either wholly or partially as ordinary or wholly or partially as preferential shares as they may think fit: Provided that of the said additional capital of one hundred and sixty thousand pounds not more than seventy thousand pounds shall be created and issued as preference capital.

Shares not to
be issued
until one
fifth paid.

23. The Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person accepting the same, unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid in respect thereof.

Except as
otherwise
provided new
shares to be
subject to the
same inci-
dents as other
shares or
stock.

24. Except as by this Act otherwise provided, the capital in new shares created by the Company under this Act, and the new shares therein, and the holders thereof respectively shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges and incidents whatsoever, in all respects as if that capital were part of the now existing capital of the Company of the same class or description, and the new shares were shares in that capital.

And to form
part of capital
of Company.

25. The capital in new shares so created shall form part of the capital of the Company.

Power to
Company to
borrow.

26. The Company may in respect of the additional capital of one hundred and sixty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage such sums as they think fit, not exceeding in the whole fifty-three thousand pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify

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under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such shares were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors or assigns are legally liable for the same, and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

27. Section 18 of the Act of 1879 with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Provisions of Act of 1879 as to appointment of a receiver. repealed.

28. The mortgagees of the Company 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 five thousand pounds in the whole.

For appointment of a receiver.

29. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall during the continuance of such mortgages have priority over any mortgages granted by virtue of this Act.

Former mortgages to have priority.

30. 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 after the passing of this Act 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 reference to the dates of the securities or of the Acts of Parliament or resolutions by which

Power to Company to create debenture stock.

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the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of money raised by Company.

31. All moneys raised by the Company under the provisions of this Act whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act and of the Act of 1879 to which capital is properly applicable, and to no other purpose.

Power to Company to apply authorised capital to purposes of this Act.

32. Subject to the provisions of this Act the Company may apply to or towards all or any of the purposes of this Act any sums of money which they have already raised or are authorised to raise by the Act of 1879, and which are not required for the purposes to which they are by that Act made specially applicable.

Working and traffic arrangements with Hull Barnsley and West Riding Junction Railway and Dock Company.

33. The Company on the one hand and the Hull, Barnsley and West Riding Junction Railway and Dock Company on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873," from time to time enter into agreements with respect to the following purposes, or any of them (that is to say) :—

36 & 37 Vict. c. 48.

For the maintenance and management by the two companies, or either of them, of the railways of the Company, or any part thereof, and the works connected therewith, or any of them ;

The use or working of the railways of the Company, or any part thereof, and the conveyance of traffic thereon, and the employment of officers and servants ;

The supply, during the continuance of any agreement, for the use and working of the railways of the Company, or any part thereof, by the Hull, Barnsley and West Riding Junction Railway and Dock Company, of stock, plant and machinery necessary for the purposes thereof ;

The fixing and collection and apportionment of the tolls, rates, charges, receipts and revenues, levied, taken or arising in respect of traffic ;

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

Tolls on traffic conveyed partly on the railways and partly on the railways of Hull, Barnsley and West Riding Junction

34. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railways of the Company, or any part thereof, by the Hull, Barnsley and West Riding Junction Railway and Dock Company the railways of the Company and of the Hull, Barnsley and West Riding Junction Railway and Dock Company shall, for the purposes of short distance tolls and charges, be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on

the railways of the Company and partly on the railways of the Hull, Barnsley and West Riding Junction Railway and Dock Company, for a less distance than four miles tolls and charges may only be charged as for four miles, and in respect of passengers for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile, or fraction of a quarter of a mile beyond four miles tolls and charges as for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals or goods partly on the railways of the Company and partly on the railways of the Hull, Barnsley and West Riding Junction Railway and Dock Company.

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Railway
and Dock
Company.

35. The agreement entered into between the Company and the Hull Barnsley and West Riding Junction Railway and Dock Company which is set forth in the schedule to this Act is hereby confirmed and made binding on the Company and the Hull Barnsley and West Riding Junction Railway and Dock Company and full effect may and shall be given thereto as an incorporated part of this Act.

Confirming
agreement
between
Company
and Hull
Barnsley and
West Riding
Junction
Railway and
Dock Com-
pany.

36. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Classification
table to be
open to
inspection
and copies to
be sold.

The Company shall within one week after application in writing made to the Secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal [charges if any and if any terminal [charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Terminal
charges if
any to be
specified on
application.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and

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A.D. 1882. applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

Interest not to be paid on calls paid up.

37. The Company shall not out of any money by this Act authorised to be raised, pay interest or dividend 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.

38. 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 herein-after 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.

39. 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.

40. 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.

The SCHEDULE referred to in the foregoing Act.

A.D. 1882.

HEADS OF AGREEMENT between the Church Fenton Cawood and Wistow Railway Company (herein-after called "the Church Fenton Company") and the Hull Barnsley and West Riding Junction Railway and Dock Company (herein-after called "the Hull Company").

It is mutually agreed by and between the Church Fenton Company and the Hull Company as follows that is to say:—

In the event of the Bill promoted by the Church Fenton Company in the present session passing into an Act (herein-after referred to as the proposed Act) the Church Fenton Company shall at their own expense construct and complete within the time limited in that behalf by the Bill the railway authorised by the Church Fenton Cawood and Wistow Railway Act 1879 (herein-after referred to as the Act of 1879) and the railway authorised by the proposed Act which two railways are herein-after referred to as the said railways and will obtain at their own expense the certificate of the Board of Trade for the opening of the said railways for public traffic and will for one year after such completion and the opening of the said railways for public traffic maintain the said railways including all necessary and proper junctions signals and other works and conveniences at the intended junction of the railway to be authorised by the Bill with the railways of the Hull Company and including also stations sidings turntables water tanks telegraphs and all other necessary and proper works and conveniences connected with the said railways other than rolling stock and plant.

The Hull Company shall from and after the date of one year after the opening of the said railways for public traffic in accordance with the Board of Trade certificate and thenceforward during the continuance of this agreement well and effectually maintain renew and uphold the said railways together with all stations buildings and works connected therewith in an efficient state of repair to the reasonable satisfaction of the directors of the Church Fenton Company.

The Hull Company shall from and after the opening of the said railways in the like good and sufficient manner work regulate and manage the said railways for traffic of every description and provide the engines carriages waggons and other rolling stock and plant necessary for such working and shall appoint and employ the necessary officers and servants and shall do all other acts and things needful for working and regulating the said railways as aforesaid.

The Hull Company shall regulate and fix the number of trains and the fares and rates and other matters affecting the working of the said railways and have

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A.D. 1882. — exercise and enjoy all the rights powers authorities and privileges of the Church Fenton Company with respect to the maintenance regulation management and use of the said railways and the Hull Company will endeavour fairly to develop the traffic of the said railways and will adopt all usual and proper means for accommodating and encouraging such traffic.

Of the gross receipts to be derived from the traffic on the said railways or any part thereof the Hull Company shall after deduction of passenger duty retain 50 per cent. which shall be in full satisfaction and remuneration for the working managing and maintaining the said railways.

The residue of such gross receipts shall belong to the Church Fenton Company and be paid over to them by the Hull Company half yearly on the 30th of June and the 30th of December or within one month after each of those days.

The gross receipts shall include all fares rates and sums received or earned from passengers goods parcels animals carriages and mails and all tolls (if any) received from any other companies and all payments for advertisements and placards rents or other income derived from property belonging to the Church Fenton Company.

The Hull Company shall keep all proper and sufficient accounts and vouchers connected with the matters aforesaid and shall within six weeks after the 30th June and the 30th December in every year deliver to the Church Fenton Company true and perfect detailed accounts of the gross receipts and credits of the Hull Company in respect of the railways for the preceding half year.

Any further sidings or other accommodation or works not in the nature of rolling stock or plant which at any time after the opening of the said railways may reasonably be deemed by the Hull Company to be requisite shall be provided by and at the expense of the Church Fenton Company.

This agreement shall subject to the provisions of the 27th section of the Railways Clauses Act 1863 remain in force for ten years from the opening of the said railways for traffic and shall thereafter continue until determined by one year's notice in writing to be given by either company.

So long as the said railways are worked or maintained under this agreement by the Hull Company that company shall indemnify the Church Fenton Company against all claims or liabilities arising out of the working or maintenance of the said railways.

If any dispute shall arise between the two companies touching their mutual rights and obligations or any other matter or thing arising under these heads or under the subsequent agreement to be based upon them the same shall be referred to and settled by arbitration under and in conformity with the Railway Companies Arbitration Act 1859.

This agreement shall be subject to such alterations as Parliament may see fit to make therein but if any material alteration be made therein either company may withdraw from the agreement.

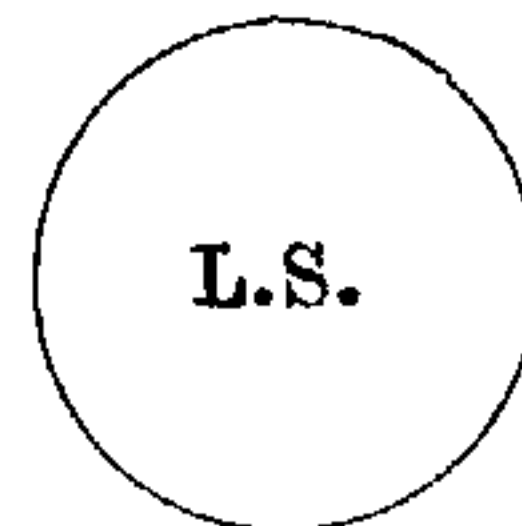
In witness whereof the Church Fenton Company have hereunto caused their common seal to be affixed and the Hull Barnsley and West Riding Junction Railway and Dock Company have also caused their common seal to be here-

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unto affixed the first day of May one thousand eight hundred and eighty- A.D. 1882.
two.

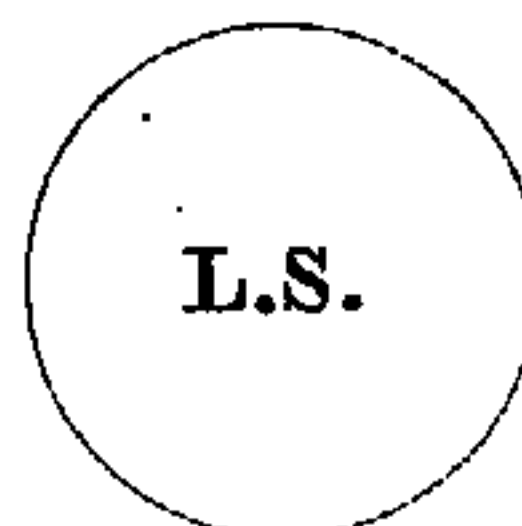
The common seal of the Hull Barnsley and West Riding
Junction Railway and Dock Company was hereunto
affixed in the presence of

GERARD SMITH,
Chairman.



The common seal of the Church Fenton Cawood and
Wistow Railway Company was affixed in the presence
of

L1. ROCKE BIBBY
Solicitor
Huddersfield.



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