



CHAPTER ccxxiv.

An Act to transfer to and vest in the Sheffield District Railway Company the Treeton and Brightside Railway of the Midland Railway Company to abandon certain authorised railways of the Company to confirm agreements between the Company and other Companies and for other purposes. [12th August 1898.]

A.D. 1898.

WHEREAS by the Sheffield District Railway Act 1896 (in this Act referred to as "the Act of 1896") the Sheffield District Railway Company (in this Act referred to as "the Company") were incorporated and empowered to make railways in the West Riding of the county of York and in the county of Derby connecting the Lancashire Derbyshire and East Coast Railway with Sheffield:

And whereas by the Sheffield District Railway Act 1897 (in this Act referred to as "the Act of 1897") the Company were authorised to construct branch railways in Sheffield connecting with the Midland Railway and as such branch railways would supersede portions of the railway authorised by the Act of 1896 and render unnecessary a considerable portion of the capital authorised to be raised under that Act the capital of the Company was reduced:

And whereas by the Midland Railway Act 1897 (herein-after referred to as "the Midland Act 1897") the Midland Railway Company by arrangement with the Company were authorised to construct the Treeton and Brightside Railway in lieu of Railway No. 2 described in and authorised by the Act of 1896 and Railway No. 1 described in and authorised by the Act of 1897 and it is expedient that the Company be empowered to abandon and relinquish the construction of the said Railway No. 1 and the Railway No. 5 authorised by the Act of 1896 and a portion of the said Railway No. 2:

And whereas it is expedient that the Treeton and Brightside Railway described in and authorised by the Midland Act 1897 be

A.D. 1898. — transferred to and vested in the Company and that the agreement between the Midland Railway Company the Lancashire Derbyshire and East Coast Railway Company and the Company dated the fifteenth July one thousand eight hundred and ninety-eight carrying out the before-mentioned arrangement should be confirmed :

And whereas it is expedient that the agreement between the Lancashire Derbyshire and East Coast Railway Company and the Company dated second June one thousand eight hundred and ninety-eight with respect to the construction and completion of the Company's railways and the completion of the Beighton Railway of the Lancashire Derbyshire and East Coast Railway Company should also be confirmed :

And whereas by an agreement made between the Company and the Great Eastern Railway Company scheduled to and confirmed by the Act of 1896 the Great Eastern Railway Company agreed (subject to certain conditions being performed) to subscribe to a portion of the capital for the construction of the railway authorised by that Act and it is expedient that the sum agreed to be subscribed under the said agreement be reduced and applied to the purposes of the railway of the Company as modified by the Act of 1897 and this Act and of the Treeton and Brightside Railway and that such powers should be conferred upon the Great Eastern Railway Company as are herein-after contained and that the agreement between the Company and the Lancashire Derbyshire and East Coast Railway Company and the Great Eastern Railway Company dated the fifteenth day of July one thousand eight hundred and ninety-eight be confirmed :

And whereas nearly the whole of the land required has been purchased and the works on the Company's railways including the Treeton and Brightside Railway are far advanced towards completion and in consequence of unforeseen expenses the cost of the land and works already exceeds the capital authorised by the Act of 1896 as reduced by the Act of 1897 and it is expedient that the Company have power to raise additional capital by new shares and by borrowing and to attach to the new shares or some portion thereof such preferential dividend as herein-after provided :

And whereas it is expedient that the Company and the other Companies herein-after in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as herein-after expressed and to confer the running powers herein-after mentioned upon the Midland Railway Company and the Lancashire Derbyshire and East Coast Railway Company :

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

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

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1. This Act may be cited as the Sheffield District Railway Act Short title. 1898.

2. The following Acts and part of Acts are (so far as the same are applicable and except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act (that is to say):—

Incorporation of Acts.

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

Part III. (relating to working agreements) of the Railways Clauses Act 1863:

The 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 non-payment 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:

And 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.

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.

Interpretation.

4. From and after the passing of this Act the Treeton and Brightside Railway described in section 4 of the Midland Railway

Transfer to Company of certain

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railway of
Midland
Railway
Company
under their
Act of 1897.

Act 1897 is hereby transferred to and vested in the Company upon the terms and conditions and for the consideration specified in the agreement contained in the First Schedule to this Act and the Company may make and maintain the said railway and works which shall for all purposes form part of the undertaking of the Company and may exercise the powers and do the things herein-after enumerated as if the Company had been named in the Midland Railway Act 1897 (so far as they relate to the said matters) instead of the Midland Railway Company. The railway herein-before referred to is as follows:—

A railway to be called the Treeton and Brightside Railway three miles four furlongs and five chains in length situate wholly in the West Riding of the county of York commencing in the parish of Treeton by a junction with the Midland Railway Company's railway from Derby to Leeds and terminating in the parish of Sheffield by a junction with that company's railway from Sheffield to Rotherham.

Power to
acquire lands
for general
purposes.

5. The Company may subject to the provisions of the Act of 1897 and this Act exercise the powers conferred upon the Midland Railway Company by sections 4 and 33 of the Midland Act 1897 and may accordingly enter upon take use and appropriate to purposes connected with the aforesaid railway all or any part of the lands houses and buildings delineated on the plans and described in the books of reference deposited for the Midland Act 1897.

Restriction
on taking
houses of
labouring
class.

6.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December one thousand eight hundred and ninety-six were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2.) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

7. The Company shall abandon the construction of so much of the railway firstly described in and authorised by the Act of 1896 (on the deposited plans called Railway No. 2) as was intended to be situate between a point marked and measured on the said deposited plans two furlongs and one chain from the commencement of that railway and the termination of the same railway as shown on the said plans and also the whole of the railway secondly described in and authorised by the same Act (on the said deposited plans called Railway No. 5) as shown on the said plans and also the whole of Railway No. 1 described in and authorised by the Act of 1897.

Company may abandon railways and portion of railway.

8. The abandonment by the Company under the authority of this Act of any railway or portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Act of 1896 or the Act of 1897.

Compensation for damage to land by entry &c. for purposes of railways abandoned.

9. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railways abandoned.

10. The agreement between the Company the Midland Railway Company and the Lancashire Derbyshire and East Coast Railway Company dated fifteenth July one thousand eight hundred and

Confirming agreement in First Schedule.

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Confirming agreement in Second Schedule.

11. The agreement dated second June one thousand eight hundred and ninety-eight made between the Company and the Lancashire Derbyshire and East Coast Railway Company contained in the Second Schedule to this Act is hereby confirmed and made binding upon the parties.

Confirming agreement in Third Schedule.

12. The agreement between the Company the Lancashire Derbyshire and East Coast Railway Company and the Great Eastern Railway Company dated the fifteenth day of July one thousand eight hundred and ninety-eight contained in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Byelaws to be observed.

13. In running over and using the railways and stations sidings and conveniences respectively mentioned in the agreements contained in the First Second and Third Schedules to this Act the Companies parties to such agreements respectively shall at all times observe the regulations and byelaws for the time being in force on the undertaking so run over and used so far as such byelaws shall be applicable to them save so far as such byelaws are inconsistent with the said respective agreement under which such powers are exercised.

Power to apply funds.

14. The Company may apply to any of the purposes of this Act to which capital is properly applicable any moneys which they have raised or are by the Act of 1896 or the Act of 1897 authorised to raise by shares or borrowing or by the creation and issue of debenture stock.

Power to raise additional capital.

15. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole one hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or of such ordinary and preference shares or stock in equal proportions but the Company shall not issue any share 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 of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided new shares or stock to be subject to same

16. Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock 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

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capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

incidents as other shares or stock.

17. The capital in new shares or stock so created shall form part of the capital of the Company.

New shares or stock to form part of capital of Company.

18. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be:

Dividends on new shares or stock.

Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

19. The Company may in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise borrow on mortgage of the undertaking any moneys not exceeding in the whole thirty-three thousand three hundred 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 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 until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

Power to borrow.

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Debenture
stock.

20. The Company may create and issue debenture stock subject to the provisions of section 21 of the Act of 1896 Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Power to
Great
Eastern
Railway
Company to
subscribe
and to apply
funds for
that purpose.

21. The Great Eastern Railway Company may with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the said company specially convened for the purpose from time to time subscribe any sum which they think fit towards the undertaking of the Company not exceeding in the whole twenty-five thousand pounds and the said company may with the like authority contribute and apply in or towards payment of their said subscription any moneys which they have raised or are already authorised to raise for the general purposes of their undertaking and the said company shall in respect of the sum to be subscribed and the corresponding shares or stock in the Company to be held by them have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares or stock in the Company Provided always that the Great Eastern Railway Company shall not sell dispose of or transfer any of the shares or stock in the Company for which they may subscribe.

Application
of moneys.

22. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of the Acts of 1896 1897 and this Act to which capital is properly applicable.

Power to
enter into
traffic agree-
ments.

23. The Company on the one hand and the Midland Railway Company the Lancashire Derbyshire and East Coast Railway Company and the Great Eastern Railway Company or any one or more of those Companies 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 carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the three Companies or any or either of them of the railways of the Company or any part or parts thereof respectively :

The accommodation to be provided at stations of the contracting Companies and the proportion of the expense of any alteration or enlargement to be contributed by or rent or other consideration to be paid by any of the contracting Companies to the other or others of them :

The exchange of running powers over portions of the railways of the contracting Companies with use of stations and the facilities to be afforded and the rates to be charged or other payments to be made in respect of the exercise of such running powers :

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Arbitration in case of dispute or difference relating to anything contained in any such agreement or arrangement.

24. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall 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 Midland Railway Company and the Great Eastern Railway Company or either of those companies as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Saving for Postmaster-General.

25. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway or any part thereof by the before-mentioned railway companies or any one or more of them the railways of the Company and any such other company or companies 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 any other railway for a less distance than three miles rates and charges may only be charged as for three miles and for every mile or fraction of a mile beyond three miles rates and charges as for one mile only 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 any 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.

Tolls on traffic conveyed partly on the railway and partly on any other railway.

26. 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

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

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A.D. 1898. — 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.

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

Costs of Act.

28. 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.

SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

AN AGREEMENT made the fifteenth day of July one thousand eight hundred and ninety-eight between THE MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the first part THE LANCASHIRE DERBYSHIRE AND EAST COAST RAILWAY COMPANY (herein-after called "the Derbyshire Company") of the second part and THE SHEFFIELD DISTRICT RAILWAY COMPANY (herein-after called "the Sheffield Company") of the third part.

WHEREAS by the Sheffield District Railway Act 1896 the Sheffield Company were incorporated and empowered to construct certain railways forming a communication between the Derbyshire Company's railway now in course of construction near Beighton in the county of Derby and the town of Sheffield where a terminal station was authorised in the township of Attercliffe-cum-Darnall And whereas it has been suggested that the railway communication which the said railways were designed to afford might be obtained with greater convenience and less expenditure by utilising existing lines of the Midland Company and the new lines herein-after described and that this would at the same time enable the Derbyshire Company to use for the purposes of coaching traffic the Midland Company's passenger station at Sheffield And whereas in furtherance of the said suggestion powers have been obtained by the respective Companies parties hereto for the construction of the following new railways:—

- (1) Railway No. 1 (herein-after sometimes referred to as "the Northern Junction") and Railway No. 2 (herein-after sometimes referred to as "the Southern Junction") authorised by the Sheffield District Railway Act 1897 forming junctions at Sheffield between the authorised Sheffield District Railway and the Midland Company's Sheffield and Rotherham Railway:
- (2) A railway authorised by the Midland Railway Act 1897 called "the Treeton and Brightside Railway" between the Midland Company's main line at Treeton and their Sheffield and Rotherham Railway near Brightside:
- (3) A junction railway in the parish of Beighton authorised by the Lancashire Derbyshire and East Coast Railway Act 1897 between the railways of the Midland and Derbyshire Companies in the said parish:

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And whereas by the Sheffield District Railway Bill 1898 the Sheffield Company are seeking power to take over the power to construct the said Treeton and Brightside Railway and to abandon certain portions of the railways authorised by the Sheffield District Railway Act 1896 :

Now these presents witness that it is hereby agreed by and between the several Companies parties hereto respectively as follows (that is to say):—

1. The Sheffield Company shall not construct the Southern Junction Railway at Sheffield without the previous consent in writing of the Midland Company but they shall forthwith construct the Northern Junction Railway and subject to obtaining the said power the Treeton and Brightside Railway.

2. From and after the opening for public traffic whether for goods or passengers of the railways herein-before described the several running powers and facilities herein-after mentioned shall take effect viz. :—

(1) The Derbyshire Company may run over and use with their engines carriages waggons and trucks of every description and with their clerks officers and servants for the purpose of traffic of all descriptions—

(A) Such part of the Midland Railway as lies between the proposed Bighton Junction and the junction at Treeton with the Treeton and Brightside Railway ;

(B) The Treeton and Brightside Railway ;

(C) The railways and stations of the Sheffield Company ;

(D) Such part of the Midland Railway as lies between the authorised junction at Brightside and the authorised Northern Junction Railway at Sheffield :

(2) The Derbyshire Company may also run over and use for the purposes of coaching traffic such part of the Midland Railway as lies between the Northern Junction at Sheffield aforesaid and the Midland Company's passenger station at Sheffield :

(3) In the exercise of the said powers the Derbyshire Company shall have the right to use for their coaching traffic the Attercliffe Road and Sheffield Passenger Stations of the Midland Company and all works and conveniences upon the portions of railway run over necessary and proper to enable the Derbyshire Company to obtain convenient access to the said passenger stations and to the Sheffield Company's station at Attercliffe :

(4) The running powers and rights of user by this agreement conferred upon the Derbyshire Company so far as the same respectively relate to the railways and stations of the Midland Company shall extend to and be exerciseable under the same terms and conditions by the Sheffield Company if they shall themselves work any part of their undertaking and shall also extend to and be exerciseable under the same terms and conditions by the Great Eastern Railway Company when running over and using the Derbyshire Company's railway upon the Great Eastern Company delivering to the Midland Company an undertaking in writing under their common seal to observe and perform the conditions of this agreement relating to the exercise of running powers as if they were parties thereto :

(5) The Midland Company may run over and use with their engines carriages waggons and trucks of every description and with their

clerks officers and servants and for the purpose of traffic of all descriptions the Treeton and Brightside Railway when transferred to and vested in the Sheffield Company.

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3. The terms and conditions upon which the several running powers conferred by this agreement may be exercised shall be as follows:—

(A) With respect to goods and mineral traffic the Company owning the portion of railway run over shall be entitled to receive from the running Company a mileage proportion calculated upon the actual mileage of the rates and charges received by the running Company after deduction of usual Clearing House terminals on goods and mineral traffic other than coal and coke traffic and terminals to be agreed or settled in case of difference by arbitration on coal and coke traffic and after deduction of "paid ons" and "paid outs" proportions due to other companies and any other sums proper to be deducted in accordance with ordinary clearing house practice and with an allowance for working expenses to the Company of twenty-seven and a half per centum of the said mileage proportion:

(B) In respect of coaching traffic the owning Company shall be entitled to receive from the running Company a mileage proportion similarly calculated and subject to like deductions and to the like allowance of twenty-seven and a half per centum to the Company and the Midland Company shall also be entitled to receive from the running Company a payment by way of rent for station accommodation at the Sheffield Midland Station such rent to include (by way of description but not of limitation) accommodation for carriages water supply for the cleaning of rolling stock clerkage platform and booking office accommodation station staff and station services if rendered including separate accommodation for the booking clerks and station inspector of the running Company at the Sheffield Station if the running Company elect to employ their own booking clerk and station inspector the amount of which rent shall be determined by arbitration in case of difference with power to either the owning or the running Company to require revision at intervals of not less than ten years Provided always that the said rent shall not include shed or turntable accommodation for engines or water supply for engines all of which if and so far as required by the running Company shall be paid for separately at a rate which failing agreement shall be fixed by arbitration as aforesaid:

(C) The expression "the running Company" shall include the Sheffield Company and the Great Eastern Company should they become entitled to make use of the running powers under this agreement.

4. Notwithstanding anything herein-before contained it shall be lawful for the running Company to employ their own carts and carters or other servants as aforesaid for the purpose of collecting and delivering parcels at Sheffield and the running Company shall in the event of their exercising this power be allowed by the Midland Company an adequate carting rebate the amount of which shall in case of difference be settled by arbitration as aforesaid.

A.D. 1898.

5.—(A) A system of through rates and fares shall be arranged between the Companies parties hereto for the interchange at or near the junction between the Midland Railway and the proposed Northern Junction Railway of the Sheffield Company of traffic passing between on the one hand places upon the railway of the Derbyshire Company except Chesterfield or of the Sheffield Company and on the other hand places upon or beyond the Midland Railway lying to the north of Sheffield including places on or beyond the Dore and Chinley Railway.

(B) A like system of through rates and fares shall be arranged between the said Companies for the interchange at or near the said last-mentioned junction of through traffic passing between on the one hand places beyond the railways of the Derbyshire Company and of the Sheffield Company and on the other hand places upon or beyond the Midland Railway reached by the Dore and Chinley Railway but this sub-clause shall not require the Midland Company to accept delivery of or to interchange through traffic at Sheffield for which any other agreed point of interchange at present exists or shall hereafter be arranged.

6. Each of the Companies parties hereto shall provide all necessary sidings and other works for the prompt and convenient interchange of traffic under the last article.

7. In the exercise of the running powers by this agreement conferred the running Company shall have the right to fix its own through rates fares and charges but if the owning Company shall complain that any such through rates fares and charges are unreasonably low that Company shall have the right to require that an arbitrator shall decide whether such complaint is well founded and if the arbitrator shall so decide he may award an additional payment to be made to the owning Company beyond the mileage proportion herein-before prescribed.

8. The rates fares and charges in respect of traffic interchanged under this agreement shall be determined by agreement or in case of difference by arbitration.

9. In exercising running powers under this agreement no Company shall be entitled to carry the local traffic of the owning Company without the consent in writing of that Company.

10. In exercising running powers under this agreement the running Company shall be responsible for the acts and defaults of their own servants and for the condition of their rolling stock and the owning Company shall be responsible for the acts and defaults of their own servants and for the condition of their rolling stock and their permanent way works and signals.

11. This agreement shall not be determinable by notice but nothing in these presents shall preclude any of the Companies parties hereto from referring to arbitration under the Railway Companies Arbitration Act 1859 or any subsisting statutory modification thereof any matter in respect of which such Company may consider that a case of hardship has arisen in working under these presents or from applying for relief in Parliament.

12. After the confirmation of this agreement by Parliament the agreement between the Companies parties hereto dated the twenty-eighth day of April

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one thousand eight hundred and ninety-seven shall be of no further force or validity. A.D. 1898.

13. Any dispute or difference arising directly or indirectly under this agreement touching any question matter or thing referred to in this agreement other than any question matter or thing arising under clause 11 hereof shall be determined in case of difference by a standing arbitrator to be appointed from time to time as occasion may arise by agreement or by the Board of Trade on the application of either party Sir Charles Scotter shall be the first standing arbitrator and shall hold office until the expiration of twelve months after the said railways shall have been opened for traffic and a fresh appointment shall be made at the expiration of each successive period of twelve months the holder of the office being eligible for re-election and in case in any year no fresh appointment shall have been made the arbitrator for the previous year shall if willing to act be deemed to have been re-elected.

14. This agreement is made subject to the sanction of Parliament and to such alteration as Parliament may see fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

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

The common seal of the Midland Railway Company was hereunto affixed in the presence of

L.S.

LEWIS R. STARKEY

Director of the Company

Norwood Park Southwell Notts.

The common seal of the Lancashire Derbyshire and East Coast Railway Company was hereunto affixed in the presence of

L.S.

M. D. HANCOCK

Secretary.

The common seal of the Sheffield District Railway Company was hereunto affixed in the presence of

L.S.

CHAS. R. DAVIES

Secretary.

A.D. 1898.

THE SECOND SCHEDULE.

AN AGREEMENT made the second day of June one thousand eight hundred and ninety-eight between THE SHEFFIELD DISTRICT RAILWAY COMPANY (herein-after called "the Sheffield Company") of the first part and THE LANCASHIRE DERBYSHIRE AND EAST COAST RAILWAY COMPANY (herein-after called "the Derbyshire Company") of the second part.

WHEREAS by the Sheffield District Railway Act 1896 the Sheffield Company were incorporated and empowered to construct certain railways forming a communication between the Derbyshire Company's railway now in course of construction near Beighton in the county of Derby and the town of Sheffield And whereas it has been suggested that the railway communication which the said authorised undertaking of the Sheffield Company was designed to afford might be attained with greater convenience and at less expense by utilising the existing lines of the Midland Railway Company and the new lines herein-after described and at the same time enable the Derbyshire Company to use for the purposes of coaching traffic the Midland Railway Company's passenger station at Sheffield And whereas in furtherance of such suggestion powers have been obtained by the Companies parties hereto and by the Midland Railway Company respectively for the construction of the following new railways:—

- (1) Railway No. 1 (herein-after sometimes referred to as "the Northern Junction") and Railway No. 2 (herein-after sometimes referred to as "the Southern Junction") authorised by the Sheffield District Railway Act 1897 forming junctions at Sheffield between the authorised Sheffield District Railway and the Midland Company's Sheffield and Rotherham Railway :
- (2) A railway authorised by the Midland Railway Act 1897 called "the Treeton and Brightside Railway" between the Midland Company's main line at Treeton and their Sheffield and Rotherham Railway near Brightside :
- (3) A junction railway in the parish of Beighton authorised by the Lancashire Derbyshire and East Coast Railway Act 1897 between the railways of the Midland and Derbyshire Companies in the said parish which railway is hereafter referred to as "Junction Railway No. 3" :

And whereas by the Sheffield District Railway Bill 1898 the Sheffield Company are seeking parliamentary powers to take over the undertaking of the said Treeton and Brightside Railway and to abandon a considerable portion of the undertaking authorised by the Sheffield District Railway Act 1896 :

And whereas by an agreement dated the twenty-eighth day of April one thousand eight hundred and ninety-seven and made between the Midland Company of the first part the Derbyshire Company of the second part and

the Sheffield Company of the third part provision has been made for the exercise upon the terms therein mentioned by the said Companies respectively of the running powers therein mentioned including the exercise by the Derbyshire Company of running powers over the Treeton and Brightside Railway and the other railways and stations of the Sheffield Company And whereas it has been determined that in lieu of exercising running powers only over the railways of the Sheffield Company as aforesaid the Derbyshire Company shall undertake the working of the said railways on the terms herein-after appearing Now it is hereby agreed as follows:—

1. The Sheffield Company shall subject to the obtaining of the said parliamentary powers forthwith at their own expense construct and complete—

- (1) The said Northern Junction;
- (2) The said Treeton and Brightside Railway;
- (3) So much of the Sheffield Company's authorised railway as lies between its terminus at Attercliffe and the said Northern Junction including the Attercliffe Station or stations;

herein-after called "the railway of the Sheffield Company" with all necessary and proper junctions goods and passenger stations sidings colliery branches stationmasters' houses water cranes engine sheds signals interlocking apparatus telegraph poles and wires electrical instruments works and conveniences and stations and all necessary and modern works and conveniences to form a complete and double first-class railway for traffic purposes to the satisfaction of the Board of Trade and shall for twelve months after the opening of the said railway be responsible for such works of maintenance and repair as are usually undertaken by contractors during the period prescribed for maintenance of the works.

2. The Derbyshire Company shall forthwith at their own expense construct and complete the said Junction Railway No. 3 with all the necessary and proper ancillary works usual on a first-class railway and open the same for all classes of traffic.

3. The Derbyshire Company shall be consulted by the Sheffield Company upon all matters of construction of the railway of the Sheffield Company and the said railway shall be constructed in accordance with plans drawings and specifications and prices to be approved of by the engineer and general manager of the Derbyshire Company for the time being.

4. The Derbyshire Company shall from the date of opening in an efficient manner work regulate and manage the railway of the Sheffield Company provide engines carriages trucks and other rolling stock and plant necessary for its equipment provide and employ officers and servants and do all other acts and things needful for working the railway in such manner as fairly and efficiently to develop the through and local traffic thereon The Derbyshire Company shall also at all times after the expiration of the said period of maintenance during the continuance of the agreement keep and maintain the said railway and the stations buildings and works appertaining thereto in an efficient and proper repair to the reasonable satisfaction of the Sheffield Company.

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5. The number of trains fares and rates and all other matters affecting the working shall be regulated and fixed by the Derbyshire Company but if the Sheffield Company are dissatisfied with local train arrangements on the railway or the local rates or fares they may require the same to be settled by arbitration but no such reference shall extend to any questions affecting through service trains or through rates or fares.

6. The expression "gross receipts" shall mean and comprise—

- (1) All receipts on traffic arising and terminating on the railway of the Sheffield Company less Government duty and less such usual rebates or allowances as may be made to the public for cartage when the service is included in the rates;
- (2) The full mileage proportion (less Government duty and usual Clearing House terminals if any allowed or paid to other companies "paid ons" "paid outs" and any other payments to any other companies) of the rates to be charged and fares to be charged from time to time on all through traffic originating or terminating on any other railway and carried over the railway of the Sheffield Company or any part of it Provided always that with respect to through traffic passing over any part of the Lancashire Derbyshire and East Coast Railway the railway of the Sheffield Company shall as between the two Companies parties hereto and subject as herein-after appears be credited with a mileage proportion of six miles in any case where such traffic does not arise or terminate at any intermediate station on the said Treeton and Brightside Railway and in any case where such traffic does arise or terminate at any such intermediate station then the railway of the Sheffield Company shall as between the said two Companies be credited with a mileage proportion equal to double the actual mileage covered by such traffic on the railway of the Sheffield Company Provided always that in any case in which the mileage proportion if allowed on the foregoing basis would exceed the amount actually received by the Derbyshire Company less such deductions as aforesaid the whole amount so received by the Derbyshire Company less such deductions as aforesaid shall be credited to the railway of the Sheffield Company in lieu of the mileage proportion which would otherwise be credited to the said railway on the foregoing basis;
- (3) The amount charged or allowed for terminals according to Clearing House regulations for all traffic originating or terminating on the railway;
- (4) The full amount of all tolls rates and charges payable by any other company for running over or using the railway or any part thereof;
- (5) Warehouse rent wharfage and other similar charges and receipts of the railway from all other sources except Revenue from refreshment rooms bookstalls automatic machines and advertising and the rents of any superfluous lands of the Sheffield Company all of which excepted rents and revenue shall belong to the Sheffield Company.

7. The Derbyshire Company shall receive fifty per centum of the gross receipts in full satisfaction and remuneration for working managing and maintaining the railway and for the performance of every other obligation undertaken by them under this agreement.

8. The remaining fifty per centum of such gross receipts shall be paid to the Sheffield Company every half year within six weeks after the expiration of the half year in which the money shall have been earned and shall be accepted by them in lieu of and in full satisfaction for the sums which but for these presents they would have been entitled to receive from the Derbyshire Company as a running company under the provisions of the herein-before recited running powers agreement of the twenty-eighth day of April one thousand eight hundred and ninety-seven.

9. The Derbyshire Company shall bear and pay the following charges Locomotive carriage and waggon charges incurred by the Derbyshire Company in working the traffic Railway Clearing House expenses advertising and printing so far as relates to maintenance and working of the line and telegraph for railway purposes law charges maintenance and renewal of way and works the salaries and wages of all officers servants and workmen employed on the railway of the Sheffield Company and all rates taxes and other charges usually or properly borne or paid by tenants or occupiers.

10. The Sheffield Company shall pay and discharge or redeem all rentcharges tithes or tithe rentcharges and other charges properly attributable to capital or usually paid by landowners and also all expenses of their own direction secretary and other officers and agents incidental to their existence as a separate company including all their parliamentary capital and legal charges and expenses.

11. Within six weeks after each half year the Derbyshire Company shall deliver to the Sheffield Company true and perfect detailed accounts in writing of the gross receipts and credits of the Derbyshire Company in respect of the railway and if required shall concur and assist in ascertaining the accuracy thereof and rectify any error which may be discovered and if any dispute shall arise as to the accuracy of the accounts the same shall be settled by arbitration but notwithstanding the dispute the Derbyshire Company shall pay over within the said six weeks the amount shown as owing to the Sheffield Company.

12. If after opening the line the traffic shall increase and the Derbyshire Company shall find it necessary that any further permanent buildings or other works on the railway should be provided for the accommodation of the traffic thereof (not being traffic of the Great Eastern Railway Company for which they ought to provide accommodation under the terms of the agreement of the twenty-sixth May one thousand eight hundred and ninety-six scheduled to the Sheffield District Railway Act 1896) the Sheffield Company shall provide the same within a reasonable time at their own cost failing which the Derbyshire Company shall be at liberty to make and execute such further works and buildings the cost of which the Sheffield Company shall pay to the Derbyshire Company as certified by their engineer for the time being within one calendar month of the completion of the same failing which the Derbyshire Company may charge the Sheffield Company with interest thereon at four per centum per annum Provided that if any dispute shall arise as to the necessity of such further works and buildings between the said

[Ch. ccxxiv.] *Sheffield District Railway Act, 1898.* [61 & 62 VICT.]

A.D. 1898. — Companies the same shall be determined by arbitration as herein-after provided.

13. The agreement dated the eighteenth November one thousand eight hundred and ninety-six and made between the same parties as the parties hereto and also the heads of proposed agreement made between the same parties and dated the twenty-ninth April one thousand eight hundred and ninety-seven are hereby cancelled.

14. Any dispute or difference arising directly or indirectly under this agreement touching any question matter or thing referred to in this agreement shall be determined in case of difference by a standing arbitrator to be appointed from time to time as occasion may arise by agreement or by the Board of Trade on the application of either party Sir Charles Scotter shall be the first standing arbitrator and shall be entitled to hold office until the expiration of twelve months after the said railways shall have been opened for traffic and a fresh appointment shall be made at the expiration of each successive period of twelve months the holder of the office being eligible for re-election and in case in any year no fresh appointment shall have been made the arbitrator for the previous year shall if willing to act be deemed to have been re-elected.

15. This agreement is made subject to the sanction of Parliament and to such alteration as Parliament may see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

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

The common seal of the Lancashire Derbyshire and East Coast
Railway Company was hereunto affixed in the presence of

M. D. HANCOCK
Secretary.

L.S.

The common seal of the Sheffield District Railway Company
was hereunto affixed in the presence of

CHAS. R. DAVIES
Secretary.

L.S.

THE THIRD SCHEDULE.

A.D. 1898.

THIS AGREEMENT made the 15th day of July one thousand eight hundred and ninety-eight between THE SHEFFIELD DISTRICT RAILWAY COMPANY (herein-after called "the Sheffield Company") of the first part THE LANCASHIRE DERBYSHIRE AND EAST COAST RAILWAY COMPANY (herein-after called "the Derbyshire Company") of the second part and THE GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the third part.

WHEREAS by the Sheffield District Railway Act 1896 the Sheffield Company were incorporated and empowered to construct certain railways forming a communication between the Derbyshire Company's railway now in course of construction near Beighton in the county of Derby and the town of Sheffield where a terminal station was authorised in the township of Attercliffe-cum-Darnall :

And whereas by an agreement dated the twenty-sixth of May one thousand eight hundred and ninety-six scheduled to and confirmed by the said Act running powers over all the railways authorised by that Act to be constructed were granted on behalf of the Sheffield Company to the Great Eastern Company which Company had already obtained the right to run over and use the railways (Chesterfield and Lincoln Section including the Beighton Branch) of the Derbyshire Company and by the said agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six the Great Eastern Company agreed subject as therein appears to subscribe at par for Ordinary Shares in the capital of the Sheffield Company to the nominal amount of fifty thousand pounds :

And whereas it has been suggested that the railway communication which the said railways authorised by the Sheffield District Railway Act 1896 were designed to afford might be obtained with greater convenience and less expenditure by utilising existing lines of the Midland Company and the new lines herein-after described and that this would at the same time enable the Derbyshire Company to use for the purposes of coaching traffic the Midland Company's passenger station at Sheffield :

And whereas in furtherance of the said suggestion powers have been obtained by the Sheffield Company the Derbyshire Company and the Midland Railway Company for the construction of the following new railways :—

- (1) Railway No. 1 (herein-after sometimes referred to as "the Northern Junction") and Railway No. 2 (herein-after sometimes referred to as "the Southern Junction") authorised by the Sheffield District Railway Act 1897 forming junctions at Sheffield between the authorised Sheffield District Railway and the Midland Company's Sheffield and Rotherham Railway :
- (2) A railway authorised by the Midland Railway Act 1897 and called "the Treeton and Brightside Railway" between the Midland Company's

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main line at Treeton and their Sheffield and Rotherham Railway near Brightside :

- (3) A junction railway in the parish of Beighton authorised by the Lancashire Derbyshire and East Coast Railway Act 1897 called "the Beighton Junction Railway" between the railways of the Midland and Derbyshire Companies in the said parish :

And whereas by the Sheffield District Railway Bill 1898 the Sheffield Company are seeking to take over the powers conferred by the Midland Railway Act 1897 for the construction of the said Treeton and Brightside Railway and to abandon certain portions of the railways authorised by the Sheffield District Railway Act 1896 :

And whereas by an agreement dated the fifteenth day of July one thousand eight hundred and ninety-eight and made between the Midland Railway Company of the first part the Derbyshire Company of the second part and the Sheffield Company of the third part (which agreement was made subject to the sanction of Parliament) after reciting to the same effect as herein-before recited but omitting the recital of the said agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six it was agreed between the parties thereto (by clause 1) that the Sheffield Company should not construct the Southern Junction Railway at Sheffield without the previous consent in writing of the Midland Company but that they should forthwith construct the Northern Junction Railway and (subject to their obtaining the said powers) the Treeton and Brightside Railway And (by clause 2 thereof) that from and after the opening for public traffic whether for goods or passengers of the railways therein-before and herein-before described the several running powers and facilities therein-after mentioned should take effect viz. :—

- (1) That the Derbyshire Company might run over and use with their engines carriages waggons and trucks of every description and with their clerks officers and servants for the purpose of traffic of all descriptions—

(A) Such part of the Midland Railway as lies between the proposed Beighton Junction and the junction at Treeton with the Treeton and Brightside Railway ;

(B) The Treeton and Brightside Railway ;

(C) The railways and stations of the Sheffield Company ;

(D) Such part of the Midland Railway as lies between the authorised junction at Brightside and the authorised Northern Junction Railway at Sheffield :

- (2) That the Derbyshire Company might also run over and use for the purposes of coaching traffic such part of the Midland Railway as lies between the Northern Junction at Sheffield aforesaid and the Midland Company's passenger station at Sheffield :

- (3) That in the exercise of the said powers the Derbyshire Company should have the right to use for their coaching traffic the Attercliffe Road and Sheffield passenger stations of the Midland Company and all works and conveniences upon the portions of railway run over necessary and proper to enable the Derbyshire Company to obtain convenient access to the said passenger stations and to the Sheffield Company's station at Attercliffe :

(4) That the running powers and rights of user by that agreement conferred upon the Derbyshire Company so far as the same respectively relate to the railways and stations of the Midland Company should extend to and be exerciseable under the same terms and conditions by the Sheffield Company if they should themselves work any part of their undertaking and should also extend to and be exerciseable under the same terms and conditions by the Great Eastern Company when running over and using the Derbyshire Company's Railway upon the Great Eastern Company delivering to the Midland Company an undertaking in writing under their common seal to observe and perform the conditions of that agreement relating to the exercise of running powers as if they were parties thereto :

Now these presents witness that it is hereby agreed by and between the several Companies parties hereto respectively as follows (that is to say):—

1. The Sheffield Company shall forthwith construct the Northern Junction and (subject to their obtaining the said parliamentary power for that purpose) the Treeton and Brightside Railway.

2. As between the Sheffield Company and the Great Eastern Company the herein-before recited agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six shall be read and construed and shall have effect as if in lieu of the then intended railways to which the said agreement is expressed to relate the following railways had been therein described as the railways over which the running powers thereby agreed to be conferred on the Great Eastern Company are to be exerciseable (that is to say):—

- (A) The Northern Junction authorised by the Sheffield District Railway Act 1897 and the Southern Junction authorised by the same Act if constructed ;
- (B) The Treeton and Brightside Railway if and when the power to construct the same is transferred to the Sheffield Company ;
- (C) Such portions of the railways authorised by the Sheffield District Railway Act 1896 as are not sought to be abandoned as herein-before mentioned ;

and as if clause 13 of the said agreement by which the Great Eastern Company agreed subject as therein appears to subscribe for shares in the capital of the Sheffield Company to the nominal amount of fifty thousand pounds had not been contained therein but the provision herein-after contained with respect to subscription by the Great Eastern Company for shares in the capital of the Sheffield Company had been substituted therefor.

3. The Derbyshire Company and the Sheffield Company do and each of them doth hereby grant unto the Great Eastern Company the full benefit and advantage of the provision contained in the said agreement of the fifteenth day of July one thousand eight hundred and ninety-eight to the effect that the running powers and rights of user by that agreement conferred upon the Derbyshire Company so far as the same respectively relate to the railways and stations of the Midland Company should extend to and be exerciseable under the same terms and conditions by the Great Eastern Company when running over and using the Derbyshire Company's railway upon the Great Eastern Company delivering to the Midland Company an undertaking in writing under their common seal to observe and perform the

[Ch. ccxxiv.] *Sheffield District Railway Act, 1898.* [61 & 62 VICT.]

A.D. 1898. — conditions of that agreement relating to the exercise of running powers as if they were parties thereto.

4. Clause 13 of the herein-before recited agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six is hereby cancelled by the Sheffield Company and Great Eastern Company but the Great Eastern Company hereby agree with the Sheffield Company that they will (subject to the necessary authority from Parliament and sanction of the proprietors of the Great Eastern Company being obtained which authority and sanction they will use their best endeavours to obtain) subscribe at par for ordinary shares in the capital of the Sheffield Company of the nominal value of twenty-five thousand pounds.

5. Any dispute or difference arising under this agreement touching any matter or thing herein referred to shall be determined by an arbitrator to be appointed from time to time as occasion may arise by agreement or by the Board of Trade on the application of either party.

6. This agreement is made subject to the sanction of Parliament and to such alteration as Parliament may see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

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

The common seal of the Sheffield District Railway Company was hereunto affixed in the presence of
CHAS. R. DAVIES
Secretary.



The common seal of the Lancashire Derbyshire and East Coast Railway Company was hereunto affixed in the presence of
M. D. HANCOCK
Secretary.



The common seal of the Great Eastern Railway Company was hereunto affixed in the presence of
W. H. PEPPERCORNE
Secretary.



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