



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. cciii.*

An Act to authorize the Construction of a Railway to be called “*The Skipton and Wharfedale Railway.*” [5th July 1865.]

**W**HEREAS the Construction of the Railway after mentioned in the West Riding of *Yorkshire* would be a Work of great public Utility, and the Persons named in this Act, with others, are willing, at their own Expense, to construct the Railway: And whereas a Plan and Section showing the Line and Levels of the Railway, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands required or which may be taken for the Purposes of the Railway, have been deposited with the Clerk of the Peace for the said Riding: And whereas it is expedient that the Powers hereinafter contained should be conferred with respect to the *North-western* Railway, and upon the *Midland* Railway Company with respect to the Undertaking hereby authorized: And whereas the Purposes aforesaid 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,

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in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "The *Skipton and Wharfedale Railway Act, 1865.*"

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" mean the Company incorporated by this Act; the Words "the Undertaking" or "the Railway" mean the Railway and the Works connected therewith by this Act authorized to be constructed; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act, or any Act incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

4. The several Words and Expressions to which, by the Acts wholly or partially incorporated with this Act, Meanings are assigned, shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Subscribers incorporated.

5. *Nicholas Hitching, Joseph Mason*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking; and such Company shall be incorporated by the Name of "The *Skipton and Wharfedale Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the incorporated Acts contained, and their Undertaking shall be called "The *Skipton and Wharfedale Railway.*"

Capital.

6. The Capital of the Company shall be Eighty thousand Pounds, divided into Four thousand Shares of Twenty Pounds each.

Shares not to issue until One Fifth paid up.

7. It shall not be lawful for the Company to issue any Share, 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 is paid up in respect thereof.

8. Two



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8. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

9. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

10. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Twenty-six thousand Pounds, but no Part thereof shall be borrowed until the whole of the Share Capital of Eighty thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof is actually paid up, and until the Company shall prove 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 the Capital which the Company are by this Act authorized to raise are issued and accepted, and that One Half of the Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares are taken in good Faith and held by the Subscribers or their Assigns, those Subscribers or their Assigns being legally liable for the same (of which Matters the Certificate of the Justice shall be sufficient Evidence).

11. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the Appointment of a Receiver shall not be less than Five thousand Pounds in the whole.

12. The Company may create and issue Debenture Stock, and Part III. of "The Companies Clauses Act, 1863," is incorporated with this Act.

13. All and every Part of the Money raised under this Act, whether by Shares or by Debenture Stock or by borrowing, shall be applied only to the Purposes authorized by this Act.

14. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

15. The

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Quorum of  
General  
Meetings.

**15.** The Quorum of General Meetings of the Company shall be Five Shareholders present, personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number of  
Shareholders  
to convene  
Extraordi-  
nary Meet-  
ings.

**16.** The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Six, and such Shareholders shall hold in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and  
Qualification  
of Directors.

**17.** The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Power to  
reduce the  
Number of  
Directors.

**18.** It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three.

Quorum.

**19.** The Quorum of a Meeting of Directors shall be Three whilst their Number is Five, and Two when their Number is less than Five.

First Direc-  
tors.

Such Direc-  
tors to con-  
tinue in  
Office until  
First Meet-  
ing after  
passing of  
Act.

**20.** *Joseph Mason, Matthew Wilson, William Wilkinson, Octavius Ommaney, and William Montagu Baillie* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act, contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Powers for  
compulsory  
Purchases  
limited.

**21.** The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lands for  
extraordi-  
nary Pur-  
poses.

**22.** The Quantity of Land to be purchased by the Company by Agreement adjoining or near to the Railway, for the extraordinary  
Purposes



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Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

**23.** It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Power to make Railway according to deposited Plan.

**24.** The Railway by this Act authorized will be wholly situate in the West Riding of *Yorkshire*; it will commence in the Township and Parish of *Broughton* by a Junction with the *North-western* Railway, and terminate in the Township of *Freshfield* in the Parish of *Linton* in a Field numbered 24 on the said Plan.

Describing Railway.

**25.** The Junction between the Railway hereby authorized and the Main Lines of the *Midland* Railway shall be made only by means of Sidings at the Points where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Points, without the Consent in Writing of the *Midland* Railway Company under their Common Seal first had and obtained; and all Communications between the Railway hereby authorized and the *Midland* Railway shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Midland* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communication, the same shall be determined, at the Cost of the Company, by a Referee to be appointed by the Board of Trade on the Application of either Company.

Mode of effecting Communications with *Midland* Railway.

**26.** The Expenses of the Communications hereby authorized with the *Midland* Railway, and of the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communications, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and all such Communications, Openings, and Works shall be made and done, and shall also from Time to Time be altered, amended, repaired, and maintained by the Company, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company,

Expenses of Communication to be borne by the Company.



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and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the *Midland* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Signals, &c. to be erected and maintained, and Persons appointed by the *Midland* Company to prevent Danger at Point of Junction.

**27.** The *Midland* Railway Company from Time to Time may erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Person, as that Company deem necessary for the Prevention of Danger or Detention to or Interference with Traffic at and near the Junction between the Railway and the *Midland* Railway; and the working Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Servants, shall belong exclusively to the *Midland* Railway Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Pointsmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Midland* Railway Company, on Demand; and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Midland* Railway Company in any Court of competent Jurisdiction.

Company to acquire only Easements in Land of the *Midland* Railway Company.

**28.** With respect to any Land of the *Midland* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Midland* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which, but for this Enactment, the Company might purchase and take the same.

Company not to take more Land than is required for Junction.

**29.** The Company shall not take or use more Land of the *Midland* Railway Company than is necessary for the Purpose of effecting the Junction hereby authorized.

For Protection of Leeds and Liverpool Canal.

**30.** And whereas the Railway will be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "The *Leeds and Liverpool* Canal Company") at or near a certain Place called *Holme Bridge* in the Parish of *Skipton*, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal: Therefore, in carrying the Railway over the Canal the Company shall and they are hereby required, at their own Expense, to make a good and substantial Bridge of Brick, Stone, Wood, or Iron over the said Canal and the Towing Path thereof respectively, with Approaches thereto,



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thereto, and with perpendicular Foundation Walls to such Bridge, the under Side of the Keystone or Arch of such Bridge, or the under Side of the Beams or Girders thereof, for the whole Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the said Canal, and the Opening or Span of such Bridge so constructed as to span over the entire Width of the Canal and Towing-path; and the Space between the Piers of such Bridge (except so much thereof as shall be occupied by the Towing-path of such Canal) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge or the Erection of any future Bridge in lieu thereof), be left and preserved an open, uninterrupted, navigable Waterway.

31. The Company shall, in the Construction of the Railway and Works over a certain Stream now supplying the said Canal with Water at or near *Holme Bridge* aforesaid, execute and maintain the same so as not to interfere with, damage, or lessen the Supply of Water to the said Canal.

For Protection of Feeder to Canal.

32. The Company shall make good all Damages that may be occasioned to the Works and Property of the *Leeds and Liverpool* Canal Company by the Construction, Renewal, or Want of Repair of the said Arch or Bridge or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing given by the *Leeds and Liverpool* Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the *Leeds and Liverpool* Canal Company may, if they think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damages, and recover Payment for the same, without giving such Notice as aforesaid.

Damages to be made good.

33. In case by reason or in the Execution of such Bridge and Works the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then the Company shall pay to the *Leeds and Liverpool* Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum on Demand being made on the Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of *York* are hereby empowered, on Application to them made by the *Leeds and Liverpool* Canal Company, or by any

Navigation of the Leeds and Liverpool Canal not to be obstructed.



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any Person or Persons by them authorized by Warrant under their Hands and Seals, to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels of the Company, and to be paid to the *Leeds and Liverpool Canal Company*, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining the Matter in dispute, to the Secretary of the Company for the Use of the Company, otherwise the *Leeds and Liverpool Canal Company* may sue for and recover the same, together with Costs of Suit against the Company, in any Court of competent Jurisdiction.

Company  
liable for  
special Da-  
mage.

**34.** Provided always, That nothing herein contained shall prevent the *Leeds and Liverpool Canal Company* from recovering against the Company any special Damage that may be sustained by the *Leeds and Liverpool Canal Company* in consequence of the Works to be executed by the Company, or by the *Leeds and Liverpool Canal Company* for the Company, under the Provisions herein-before contained, or by reason of any Water oozing or escaping from the said Canal, or on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for; and the *Leeds and Liverpool Canal Company* may sue for and recover such Damage accordingly.

Bridge to be  
kept in good  
Repair.

**35.** The Company shall and they are hereby required (unless and until the Railway where it crosses the said Canal shall at any Time be abandoned by the Company), at their own Expense, to maintain the said Bridge and Works in perfect Repair, and if that Part of the Railway shall at any Time be abandoned by the Company, the Company shall, at their own Expense, remove the said Bridges and Works, if they shall be required so to do by the *Leeds and Liverpool Canal Company*.

Company  
not to devi-  
ate as to take  
any Property  
of the said  
Canal Com-  
pany.

**36.** It shall not be lawful for the Company to make any Deviation or Diversion whatever in the Line, Course, or Direction of the Railway near the said Canal as delineated and shown on the said Plan thereof deposited as aforesaid, by which the said Canal, or the Locks, Towing-paths, Bridges, Buildings, Land, Property, or Works of the *Leeds and Liverpool Canal Company*, or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, without the Consent in Writing under the Common Seal of the *Leeds and Liverpool Canal Company* first had and obtained.

Saving  
Rights of  
Leeds and  
Liverpool  
Canal Com-  
pany.

**37.** Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Leeds and Liverpool Canal Company*.

**38.** The



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38. The Company may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *North-western* Railway as will lie between the proposed Junction with that Railway and the Station at *Skipton*, including the Use of that Station, and of the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portion of Railway, and the Company owning or working the said Portion of Railway shall make all requisite Arrangements for the aforesaid Purposes.

Power to Use certain Portion of the North-western Railway.

39. The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

Terms of such Use.

40. The Company, in using or traversing the said Portion of Railway, and in using the Station and Conveniences thereof in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Byelaws to be observed.

41. If the Railway shall not be completed within Five Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Railway.

42. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter 20, the Sum of Thirty-five thousand nine hundred and fifty-five Pounds New Three Pounds *per Centum* Annuities, being equal to the Sum of Thirty-two thousand Pounds, and being Eight *per Centum* on the Amount of the Estimate of Expense of the Railway originally proposed to be authorized by this Act, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery in *England*, pursuant to the said Act, in respect of the Application to Parliament for this Act: And whereas, inasmuch as Part of the Undertaking originally proposed is not now authorized by this Act, and the Estimate of Expense of the Railway originally proposed to be authorized has been reduced to the Sum of Eighty

Money deposited in Court of Chancery to be forfeited to the Crown in a certain Event.

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thousand Pounds: Be it enacted, That, notwithstanding anything contained in the said recited Act, so much of the said Sum of Thirty-five thousand nine hundred and fifty-five Pounds New Three Pounds *per Centum* Annuities as was at the Time of the Transfer thereof equal to the Sum of Six thousand four hundred Pounds, being Eight *per Centum* on the said reduced Estimate so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, such Portion of the said Sum of Money transferred as aforesaid as was at the Time of such Transfer equal to the Sum of Six thousand four hundred Pounds, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Six thousand four hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Six thousand four hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to  
such



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such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Portion of the said Sum of Money so transferred as was equal to the Sum of Six thousand four hundred Pounds at the Time of such Transfer, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid, and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

43. The Court of Chancery may, at any Time after the passing of this Act, order that so much of the said Sum of Thirty-five thousand nine hundred and fifty-five Pounds New Three Pounds *per Centum* Annuities as was at the Time of the said Transfer equal to the Sum of Twenty-five thousand six hundred Pounds, and any Dividends thereon, may be transferred and paid to the Company, or to such Persons or Person as the Company may appoint on that Behalf; and upon such Order being made, such Portion of the said Sum of Thirty-five thousand nine hundred and fifty-five Pounds New Three Pounds *per Centum* Annuities as was at the Time of the said Transfer equal to the Sum of Twenty-five thousand six hundred Pounds and the Dividends thereon shall be transferred and paid to the Company, or to such Person or Persons as the Company shall appoint.

Court of Chancery may order Payment of surplus Deposit.

44. The Company may demand and take, in respect of the Railway, Tolls and Charges not exceeding the Sums specified in the Schedule to this Act.

Tolls, &c. in Schedule.

45. The Restriction in the said Schedule as to Charges for Passengers shall not extend to Special Trains when required by Passengers, but shall apply only to the Ordinary or Express Passenger or Goods Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Special Trains.

46. Every



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Passengers  
Luggage.

**46.** Every Passenger travelling on the Railway may, without Charge, cause to be carried in the same Train with him his ordinary Luggage, not exceeding the Weight of One hundred and twenty Pounds for a First-class Passenger, One hundred Pounds for a Second-class Passenger, and Sixty Pounds for a Third-class Passenger.

Regulations  
as to Tolls.

**47.** The following Provisions and Regulations shall be applicable to the fixing of the Tolls and Charges by this Act authorized to be demanded and taken; (that is to say,)

1. For Passengers, Animals, or Goods conveyed on the Railway for a Distance less than Three Miles the Company may demand Tolls and Charges as for Three Miles:
2. In respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:
3. In respect of Animals, Minerals, and Goods, for a Fraction of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges in proportion to the Number of Quarters of a Mile contained in that Fraction, and a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:
4. For a Fraction of a Ton the Company may demand Tolls and Charges according to the Number of Quarters of a Ton in that Fraction, and a Fraction of a Quarter of a Ton shall be deemed a Quarter of a Ton:
5. Except as to Stone and Timber, Weight shall be determined according to Avoirdupois Weight:  
Fourteen Cubic Feet of Stone, and Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Terminal  
Station  
Charges.

**48.** In addition to the Charges in Table III. in the Schedule to this Act a reasonable Charge shall be payable to the Company for the loading, covering, and unloading of Goods at any Station, being a Terminal Station, in respect of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services, or any of them, are or is performed by the Company.

Defining  
Terminal  
Station.

**49.** A Station shall not be considered a Terminal Station in respect of Goods, unless they are received there direct from the Consignor, or are directed to be delivered there to the Consignee.

Small Pack-  
ages.

**50.** The Term small Packages in Table IV. of the Schedule shall not include Articles sent in large aggregate Quantities, although made up of several Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but shall apply only to single Parcels in separate Packages.

**51.** Nothing



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51. Nothing herein contained shall prevent the Company from taking any Charge over and above the Charges by this Act limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or any Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Packages) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Power to enter into Agreements for higher Charges.

52. The Company on the one hand, and the *Midland Railway Company* on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

Power to enter into Traffic Arrangements with *Midland Railway Company*.

The Management, Use, Working, and Maintenance of the Railway, or of any Part or Parts thereof:

The Supply of any Rolling or Working Stock, and of Officers and Servants, for the Conduct of the Traffic on the Railway:

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid:

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic.

53. During the Continuance of any Contract or Agreement to be made or entered into under the Provisions of this Act the Railways of the Company and of the other contracting Company shall, for the Purposes of 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 Railway of the Company and partly on the Railway of the other contracting Company for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers for each Mile or Fraction of a Mile beyond Three Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three 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, and Goods, or other Matters, partly on the Railway of the Company and partly on the Railway of the other contracting Company.

Tolls during Contracts.

54. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Saving existing Right to contract.

*The Skipton and Wharfedale Railway Act, 1865.*

Interest on  
Calls not to  
be paid out  
of Capital.

**55.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for  
future Bills  
not to be  
paid out of  
Capital  
raised under  
this Act.

**56.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways,  
&c. not  
exempt from  
Provisions of  
present and  
future Gene-  
ral Acts.

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

Expenses of  
Act.

**58.** All the Expenses of applying for and obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.



*The Skipton and Wharfedale Railway Act, 1865.*

## SCHEDULE referred to in the foregoing Act.

## TOLLS AND CHARGES.

TABLE I.

MAXIMUM CHARGES for the Use of the Railway, and for Supply of Carriages, Waggon, or Trucks.

	For the Use of the Railway per Mile.	For the Supply of Carriage, Waggon, or Truck by the Company, the additional Sum per Mile of
Passengers: For every Person - - - -	Twopence.	One Penny.
Animals: For every Horse, Ass, Mule, or other Beast of Draught or Burden (Class 1.) - - -	Threepence.	One Penny.
For every Ox, Cow, Bull, or Head of Neat Cattle (Class 2.) - - - -	Twopence.	One Penny.
For every Calf, Pig, Sheep, Lamb, and other small Animal (Class 3.) - - - -	Three Farthings.	One Farthing.
Goods (except as provided for in Table IV.): For Cotton and other Wool, manufactured Goods, Drugs, Fish, and all other Wares, Merchandise, Articles, Matters, or Things not enumerated in any other Class (Class 4.) - per Ton	Threepence.	One Penny.
For Sugar, Grain, Corn, Flour, Hides, Dye-woods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, Chains, and light Iron Castings (Class 5.) - - - - per Ton	Twopence Halfpenny.	One Penny.
For Coke, Charcoal, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Wrought Iron, heavy Iron Castings, Railway Chains, Slabs, Billets, and rolled Iron, Lime, Bricks, Tiles, Slates, Salt, Fire-clay, and Stone (Class 6.) - - - - per Ton	Three Halfpence.	One Penny.
For Dung, Compost, Manure, undressed Material for Repair of public Roads or Highways, Coals, Culm, Cinders, Cannel, Ironstone, Iron Ore, Limestone, Clay (except Fire-clay), Chalk, Sand, and Slag (Class 7.) - per Ton	Five Farthings.	One Halfpenny.
For every Carriage, of whatever Description, conveyed on a Truck or Platform (Class 8.): If not weighing more than One Ton - - -	Sixpence.	
If weighing more than One Ton, then for the First Ton - - - -	Sixpence.	
And for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above the First Ton - - - -	Three Halfpence.	

*The Skipton and Wharfedale Railway Act, 1865.*

TABLE II.

## MAXIMUM CHARGES for Supply of locomotive Power.

For the Use of Engines for propelling Carriages on the Railway, for every Passenger, Animal, and Ton of Goods, per Mile - - One Penny.

TABLE III.

MAXIMUM TOTAL CHARGES for the Use of the Railway, and for Supply of Carriages, Waggon, or Trucks, and of locomotive Power, and every other Expense incidental to the Conveyance of Passengers, Animals, or Goods along the Railway.

		Per Mile.
<b>Passengers :</b>		
For every Person conveyed in a First-class Carriage	-	Threepence.
"    "    "    Second-class    "	-	Twopence.
"    "    "    Third-class    "	-	Five Farthings.
<b>Animals :</b>		
For every Animal in Class 1	- - - - -	Fourpence.
"    "    Class 2	- - - - -	Threepence.
"    "    Class 3	- - - - -	Three Halfpence.
<b>Goods :</b>		
For every Thing in Class 4	- - - - - per Ton	Fourpence.
"    "    Class 5	- - - - - "	Threepence.
"    "    Class 6	- - - - - "	Twopence.
"    "    Class 7	- - - - - "	Three Halfpence.
For every Carriage in Class 8	- - - - -	Sixpence.

TABLE IV.

MAXIMUM CHARGES for small Packages and single Articles of great Weight.

**Small Packages :**

For every Parcel not exceeding Seven Pounds in Weight	-	Threepence.
"    "    exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight	-	Fivepence.
"    "    exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight	-	Sevenpence.
"    "    exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight	-	Ninepence.
"    "    exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight, for the First Fifty-six Pounds	-	One Shilling.
"    "    and for every additional Fifty-six Pounds, or fractional Part of Fifty-six Pounds, above the First Fifty-six Pounds	-	Sixpence.

**Single Articles of great Weight :**

For every Boiler, Cylinder, or single Piece of Machinery, Timber, or Stone, or other single Article :

If weighing (inclusive of the Carriage) more than Four but not more than Eight Tons, Sixpence per Ton per Mile.

If weighing (inclusive of the Carriage) more than Eight Tons, such Sum as the Company think fit.

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