ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. clx.

An Act for making a Railway from the *Leeds, Bradford, and Halifax Junction* Railway near *Leeds* to *Wakefield,* all in the West Riding of the County of *York*, to be called the *Bradford, Wakefield, and Leeds* Railway; and for other Purposes. [10th *July* 1854.]

WHEREAS the Construction of a Railway between the *Leeds, Bradford, and Halifax Junction* Railway near *Leeds* and the *Lancashire and Yorkshire* Railway near *Wakefield* in the West Riding of the County of *York* would be of public and local Benefit, and the Persons herein-after named are willing, at their own Expense, to make and maintain such Railway: And whereas by "The *Leeds Central* Railway Station Act, 1848," the then *Leeds, Dewsbury, and Manchester* Railway Company, now incorporated with and forming Part of the *London and North-western* Railway Company, the then *Leeds and Thirsk* Railway Company, now called the *Leeds Northern* Railway Company, the *Lancashire and Yorkshire* Railway Company, and the *Great Northern* Railway Company, were authorized, by and through the Directors in the said last-mentioned Act named, and their Successors, to be appointed as in the said Act mentioned, to make and maintain a Station, with the requisite Works and Conveniences,

at *Leeds* aforesaid, on the Site in the said Act specified or referred to: And whereas under the Authority of the last-mentioned Act a Station, known as the *Leeds Central* Railway Station, with the requisite Works and Conveniences, has been constructed at *Leeds* aforesaid; and it is expedient that Powers should be given to the Company by this Act to be incorporated to have access to and the Use of the said Station, Works, and Conveniences, or some Part thereof, together with the Use of such Portions of the said *Lancashire and Yorkshire* Railway, the *Great Northern* Railway, the *London and North-western* Railway, and the *Leeds Northern* Railway, or any or either of them, as may be necessary for giving to the said Company hereby incorporated free Access to and the Use of the said Station, or such Part thereof as under the Provisions herein-after contained they may become entitled to the Use of, on the Terms and Conditions herein-after in that Behalf provided: And whereas it is proposed that the said intended Railway shall at the Terminus thereof in the Township of *Wakefield* join and communicate with the *Lancashire and Yorkshire* Railway, and it is expedient that Power should be given to the Company hereby incorporated to use that Portion of the *Lancashire and Yorkshire* Railway which extends from the proposed Point of Junction therewith in the Township of *Wakefield* to the Stations at *Wakefield* belonging to the *Lancashire and Yorkshire* and *Great Northern* Railway Companies, or One of them, and also to use the said Stations, with the Works and Conveniences connected therewith, or any or either of them, or any Part thereof, on the Terms and Conditions herein-after in that Behalf provided: And whereas it is intended that the Railway to be made under the Authority of this Act shall, at the Commencement thereof in the Parish of *Leeds*, join and communicate with the *Leeds, Bradford, and Halifax Junction* Railway; and in the event of a Bill now pending in Parliament for authorizing an Extension of the *Leeds, Bradford, and Halifax Junction* Railway from *Gildersome Street* to *East Ardsley*, passing into a Law, the said Extension Line of Railway will join and communicate with the Railway hereby authorized at *East Ardsley* aforesaid; and it is expedient that Power should be given to the Company hereby incorporated, and to the *Lancashire and Yorkshire* and *Great Northern* Railway Companies respectively, so long as they shall respectively work and use the Railway hereby authorized, to use and pass over all or any Part of the Railways now or hereafter belonging to the *Leeds, Bradford, and Halifax Junction* Railway Company, with the Stations, Works, and Conveniences connected therewith respectively, and also that Power should be given to the *Leeds, Bradford, and Halifax Junction* Railway Company, and the *Lancashire and Yorkshire* and *Great Northern* Railway Companies respectively, so long as they shall respectively work and use the *Leeds, Bradford, and Halifax Junction* Railway, to use and pass over all or any Part of the Railway hereby authorized, with the Stations, Works, and Conveniences

niences connected therewith: And whereas it is also expedient that the Company hereby incorporated, and the *Great Northern, Lancashire and Yorkshire*, and *Leeds, Bradford, and Halifax Junction* Railway Companies, either jointly or severally, should be empowered to enter into Arrangements with respect to the working and Use, by the said Three last-named Companies, or any or either of them, either concurrently with or in the Stead of the Company hereby incorporated, of the Railway, Stations, and Works by this Act authorized or any Part thereof, and the Payment and also the Division and Apportionment of Tolls, Rates, and Charges in respect of Traffic or otherwise; but the several 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, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

I. That the Provisions of "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Bradford, Wakefield, and Leeds* Railway Act, 1854."

"The Company."

III. That in this Act wherever the Expression "the Company" or "the said Company" is used, the same shall be held to mean the Company incorporated by this Act, except where there is something in the Context repugnant to such Construction.

Subscribers incorporated.

IV. That *Samuel Smith, William Firth, Isaac Wright, Martin Schlesinger, Alfred Harris* the younger, *David Ramsden, Joseph Craven, George Rogers, John Horsfall, James Micklethwaite*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after authorized, with proper Works and Conveniences belonging thereto and connected therewith, according to the Provisions of this Act, and of the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Bradford, Wakefield, and Leeds* 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 said Acts contained.

V. That

Capital.

V. That the Capital of the Company shall be One hundred and eighty thousand Pounds, and shall be applied solely to the Purposes of this Act.

Number and Amount of Shares.

VI. That the said Capital shall be divided into Nine thousand Shares, and the Amount of each Share shall be Twenty Pounds.

Calls.

VII. That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls to be made upon any One Share in any One Year shall not exceed Fifteen Pounds of the nominal Amount of such Share.

Interest or Dividend not to be paid on Calls.

VIII. That 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 Dividends to any Shareholder on the Amount of 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 contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made, as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Power to borrow Money on Mortgage.

IX. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding Sixty thousand Pounds, but no Part of such Sums shall be borrowed until the whole of the said Capital of One hundred and eighty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and the whole of the Money so borrowed shall be applied to the Purposes of this Act.

Number and Qualification of Directors.

X. That (subject to the Provision herein-after contained for reducing the Number of Directors) the Number of Directors shall be Twelve, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to reduce the Number of Directors.

XI. That it shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Six.

First Directors.

XII. That *Samuel Smith*, *Isaac Wright*, *Martin Schlesinger*, *Alfred Harris* the younger, *David Ramsden*, *Joseph Craven*, *George Rogers*, *John Horsfall*, and *James Micklethwaite*, shall be the First Directors of the Company.

XIII. That

XIII. That the First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act. First Ordinary Meeting.

XIV. That the Directors appointed by this Act 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. Election of Directors at First Ordinary Meeting.

XV. That at the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845." Subsequent Election of Directors.

XVI. That a Quorum of a Meeting of Directors shall be Three. Quorum.

XVII. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three nor more than Five, and the Quorum of such Committees shall be Three. Committee of Directors.

XVIII. And whereas Plans and Sections of the Railway showing the Lines and Levels thereof, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: Be it enacted, That, subject to the Provisions in this and the Acts incorporated herewith contained, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and Levels and upon the Lands delineated on the said Plans and Sections and described in the said Book of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose. Power to make Railway according to deposited Plans.

XIX. That the said Railway shall commence by a double Junction with the *Leeds, Bradford, and Halifax Junction* Railway now in course of Construction, that is to say, by One Junction therewith in the Township of *Armley* in the Parish of *Leeds* in the West Riding of Line of Railway.

of the County of *York*, and by another Junction with the said *Leeds, Bradford, and Halifax Junction* Railway in the Township of *Wortley* in the Parish of *Leeds*, and shall terminate at and make a Junction with the *Lancashire and Yorkshire* Railway in the Township of *Wakefield* in the said Riding.

Restricting Deviation of Part of Line.

XX. That in constructing the Railway between the Fields respectively numbered on the said Plan 19 and 27, both inclusive, in the said Township of *Wakefield*, the Company shall not deviate the Centre Line delineated on the said Plan Westward for a greater Distance than Ten Yards.

Screen to be erected on Portion of Line.

XXI. That in constructing the Railway the Company shall, if required, make and construct to the Satisfaction of Mr. *Bernard Hartley*, or other the Surveyor for the Time being of the Justices of the Peace of the West Riding of the County of *York*, a good and sufficient Screen or Shield, on the West Side of the said Railway, not exceeding the Height of Nine Feet above the Level of the Rails of the said Railway between the Fields respectively numbered on the said Plan 19 and 27, in the Township of *Wakefield* aforesaid, both inclusive, and shall for ever thereafter keep and maintain the same in a good and sufficient State of Repair.

Regulating Construction of Railway through Part of the Township of Wakefield.

XXII. That in constructing the Railway the same shall be carried through so much of the Township of *Wakefield* as lies between the South Side of a certain Road called or known as the *Ings Road*, numbered 87 on the said Plans, and the West Side of the *Wakefield and Denby Dale* Turnpike Road, numbered 120, by means of or upon Arches of good Stone or Brick Work, to be made and at all Times for ever thereafter maintained and kept in good Repair and Water-tight by and at the Expense of the Company, and to be at all Times kept open, unless they or any of them shall be required to be closed at the Request in Writing of the Owner or Owners of the Land in which such Arches shall be erected, and that the Span of every Arch between the Abutments thereof shall be not less than Thirty Feet, and the Centre of every such Arch shall be not less than Nineteen Feet from the present Surface Level of the Ground whereon the same may be erected.

Arch or Opening to be made in Embankment between Wakefield, &c. Road and Lancashire and Yorkshire Railway.

XXIII. That the Company shall make, and for ever keep open and maintain, at their own Expense, One Arch or Opening in the Embankment of the said Railway between the *Wakefield and Denby Dale Road* and the Point of Junction with the *Lancashire and Yorkshire* Railway, such Arch or Opening to be of the Width of not less than Thirty Feet, and of the clear Height underneath of Seventeen Feet, and to be made at such Place as shall be determined by the Engineer for the Time being of the Company.

XXIV. That

As to Construction of Railway across Westgate Street in Wakefield.

XXIV. That where the Line of Railway shall be carried over the Road or Street in the said Township of *Wakefield*, called "*Westgate*," the Company shall and they are hereby required, at their own Expense, to make and at all Times for ever thereafter maintain and keep in perfect Repair a good and substantial flat Bridge or Viaduct of One Span, with all proper Works and Conveniences, and the Span of such Bridge or Viaduct between the Abutments thereof shall be at least the present Width of such Road or Street and the Footpaths thereof, and no Part of the under Side of the Girder of such Bridge or Viaduct shall be less than Seventeen Feet above the present Surface Level of the Crown of the said Road or Street where the same shall be crossed by the Railway.

Provision for lowering Surface of Westgate Street.

XXV. That if at any Time within Six Months after the Completion of the said Bridge or Viaduct over the said Street called *Westgate* it shall be thought expedient by the said Local Board of Health that the Surface or Level of the said Street called *Westgate* shall be lowered to the Extent of not more than One Foot and Six Inches for the Purpose of facilitating the Traffic along or through such Street, and the said Local Board shall give One Month's Notice in Writing to the said Company to lower the Surface or Level of such Street, the said Company shall and will, with all convenient Speed after the Receipt of such Notice, and at their own Expense, lower the Surface or Level of the same Street, both underneath and on each Side of the said Bridge or Viaduct, as well on the ascending as on the descending Side, so that when the Alteration shall be completed the Ascent on the Easterly Side of the said Bridge or Viaduct, towards the Summit of the said Street, so far as the Alterations therein shall extend, shall not exceed One Foot in Height for every Twenty Feet in Length, and so that the Inclination of the said Street from the said Bridge or Viaduct Westwardly shall not be less than One Foot in Height for every Forty-five Feet in Length on any Part of the said Road so to be altered: Provided that, in lieu of making the Alteration on the Easterly Side of the said Bridge or Viaduct at an Inclination of One in Twenty, the Company may, at their Option, make such Alteration by One uniform Rate of Inclination, for a Distance of Sixty Yards on the Easterly Side of the said Bridge or Viaduct: Provided also, that if the Company in constructing the said Bridge or Viaduct shall make the under Side of the Girder thereof of a greater Height in the lowest Part than Seventeen Feet above the present Surface Level of the Crown of the said Street, the Extent in Depth to which they shall be required to lower the Surface or Level of the said Street shall be diminished in the Proportion in which the Height in the lowest Part of the under Side of the Girder of the Bridge or Viaduct from the Surface of the said Street shall exceed Seventeen Feet; and the Company shall at their own Expense make all new Walls, Fences, Drains, and Works,

and

and alter all existing ones, and relay and re-form the said Street, and perform all other Matters and Things that may be rendered necessary by the Alteration of the said Surface or Level of such Street as aforesaid, and such Alterations shall be so made and constructed to the reasonable Satisfaction of the said Local Board or of their acting Surveyor or other Person authorized by the said Board to act on their Behalf in the Premises, and the said Company shall from Time to Time repair and maintain such Street, where the same shall have been so altered as aforesaid, for the Space of Twelve Months next after the Completion of such Alteration.

As to Construction of Railway across Wakefield and Denby Dale Road and Ings Road.

XXVI. That the Line of Railway shall be carried over each of the said Roads or Streets called respectively the *Wakefield and Denby Dale Road* and the *Ings Road* by means of a Bridge of One Span over at least the clear present Width of each such Road or Street, and the Footpaths of the same respectively, and not less than Twenty-one Feet high from the present Surface Level of the Crown of such Road or Street to the under Side of the Keystone of the Arch.

As to Construction of Railway across Balne Lane in Wakefield.

XXVII. That the Line of Railway shall be carried over the Road or Street called *Balne Lane*, within the said Township of *Wakefield*, by a Bridge of One Span over at least the clear present Width of such Road or Street and the Footpaths of the same, and not less than Twenty Feet high from the present Surface Level of the Crown of such Road or Street to the under Side of the Keystone of the Arch.

As to Construction of Railway across Back Lane in Wakefield.

XXVIII. That the Railway shall be carried over the Road within the said Township called *Back Lane* by a flat Girder Bridge of One Span, of at least the clear Width of Twenty-five Feet, and with a clear Height thereunder of not less than Fifteen Feet from the Surface Level of such Road, when altered as herein-after provided for.

Further Provision as to Construction of Railway across Back Lane.

XXIX. That in carrying the Line of Railway over the said Road called *Back Lane*, the present Surface or Level of such Road may be lowered not more than Three Feet Six Inches; provided that the Alteration of such Level shall be so made that the Inclination of the said Road in an Easterly Direction from the Railway Bridge towards the Summit of the said Road shall not be steeper than One Foot in Fifteen Feet, and the Inclination from such Bridge in a Westerly Direction shall not be steeper than One Foot in Sixty Feet; and the said Company shall, at their own Expense, make all new Walls, Fences, Drains, and Works, and alter all existing ones, and relay and re-form the said Road or Street, and perform all other Matters and Things that may be rendered necessary by the Alteration of the said Surface or Level of such Road as last aforesaid, and such Alteration shall be so

so made and constructed to the reasonable Satisfaction of the said Local Board, or of their Acting Surveyor, or other Person authorized by the said Board to act on their Behalf in the Premises, and the Company shall from Time to Time repair and maintain the said Road where the same shall have been so altered as aforesaid for the Space of Twelve Months next after the Completion of such Alteration.

Provision as to Bridges, &c., for carrying Railway across Streets in Wakefield.

XXX. That wherever any Girder Bridge, Arch, or Viaduct on the Line of Railway shall be carried over any Road or Street within the Township of *Wakefield*, the Company shall at their own Expense make every such Girder Bridge, Arch, or Viaduct Water-tight, and shall before the opening or Use of the Railway for public Traffic, construct, erect, and for ever afterwards maintain and keep in good Repair such Screens for the whole Width of such Roads or Streets respectively, and also to, at, and upon both Sides of each such Girder Bridge, Arch, or Viaduct for such a Distance on each Side of the said Roads or Streets respectively as shall in case of Dispute be deemed sufficient by the Engineer for the Time being of the Company, and an Engineer to be appointed by and on behalf of the said Local Board, or by an Umpire to be named by them.

As to Diversion of Parliament Street in Wakefield.

XXXI. That the Company shall divert the whole of the Road or Street within the said Township of *Wakefield* called "*Parliament Street*," and such Street when so diverted shall not be of less Width than Sixteen Feet, and that the Gradients thereof shall be not less convenient for Traffic than those of the existing Street.

Station to be erected at or near Westgate Street.

XXXII. That the Company shall erect and permanently maintain a Station for the Purpose of taking up and setting down Passengers at or near to the Point where the Line of Railway is intended to be carried over the said Road or Street called *Westgate*.

Bridge over the Leeds and Birstal Turnpike Road.

XXXIII. That in constructing the said Railway across the *Leeds* and *Birstal* Turnpike Road in the Township of *Wortley* in the Parish of *Leeds* aforesaid, the Company shall and they are hereby required to carry the said Railway across the said Turnpike Road by means of a Bridge Forty Feet wide between the Abutments, and Seventeen Feet high to the under Side of the Keystone of the Arch, with Parapet Walls on each Side of the said Bridge Six Feet high, and also to make a good and substantial Causeway for Foot Passengers not less than Six Feet wide, including the Curbstone, under the said Bridge, and on the West Side of the said Turnpike Road for the whole Extent of so much of the said Road as shall be broken up or disturbed by the Erection of the said Bridge.

Bridge over Leeds and Ealand

XXXIV. That in constructing the said Railway across the *Leeds and Ealand* Turnpike Road, in the Township of *Beeston* in the Parish

Turnpike Road.

Parish of *Leeds* aforesaid, and in lowering the said Turnpike Road for that Purpose, the Company shall and they are hereby required to carry the said Railway across the said Turnpike Road by means of a Bridge Forty Feet wide between the Abutments, and Seventeen Feet high to the under Side of the Keystone of the Arch, with Parapet Walls on each Side of the said Bridge Six Feet high, and also to make a good and substantial Causeway for Foot Passengers not less than Six Feet wide, including the Curbstone, under the said Bridge, and on the West Side of the said Turnpike Road for the whole Extent of so much of the said Road as shall be broken up or disturbed by the Erection of the said Bridge and lowering the said Road, and that the Inclination of the said Road under the said Bridge, and along the Approaches thereto on each Side thereof, when completed, shall not be more than One Foot in Thirty Feet; and the Company shall and they are hereby required, at their own Expense, to restore and complete every Part of the said Turnpike Road which shall be altered or disturbed for the Purposes aforesaid in as substantial a State and Condition as such Turnpike Road now is or shall be at the Time of commencing the said Works.

Regulating Construction of Railway across Leeds and Whitehall Turnpike Road;

XXXV. That in constructing the said Railway across the *Leeds and Whitehall* Turnpike Road in the Township of *Wortley* in the Parish of *Leeds* aforesaid, and in lowering the said Turnpike Road for that Purpose, the Company shall and they are hereby required to carry the said Railway across the said Turnpike Road by means of a Bridge Forty-two Feet wide between the Abutments, and Sixteen Feet high to the under Side of the Keystone of the Arch, with Parapet Walls on each Side of the said Bridge Six Feet high, and that the Inclination of the said Turnpike Road for the whole Extent of so much of the said Road as shall be broken up or disturbed by the Erection of the said Bridge and lowering the said Road, when completed, shall, on the South-west Side of the said Bridge, rise towards *Whitehall* with an Inclination not greater than One Foot in Forty-five Feet, and on the North-east Side of the said Bridge shall fall towards *Leeds* with an Inclination not greater than One Foot in Three hundred Feet; and that the Company shall erect good and substantial Stone Walls Four Feet and Six Inches high, with Copings set on with Lime for properly fencing off so much of the said Road as shall be broken up or disturbed by the Erection of the said Bridge and lowering the said Road from the adjoining Lands on each Side of the said Road, and shall also make sufficient Drains for properly draining the said Road after the same shall be so lowered as aforesaid.

but Road not to be lowered at Point of Crossing more than Five Feet Six Inches.

XXXVI. That it shall not be lawful for the Company to lower the said *Leeds and Whitehall* Turnpike Road at the said Point of crossing more than Five Feet and Six Inches below the present Level of the Crown of the said Road.

XXXVII. That

Mode of effecting Communications with other Railways.

XXXVII. That all Communications between the Railway hereby authorized and the Railways with which the same is proposed to form a Junction shall be effected in a substantial Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time, and to the Satisfaction of the Engineer for the Time being of the Company to whom such Portions of Railway respectively belong.

Lands for extraordinary Purposes.

XXXVIII. That it shall be lawful for the Company and they are hereby authorized to purchase by Agreement and hold any Quantity of Lands for extraordinary Purposes, not exceeding Fifteen Acres.

Period within which Lands are to be purchased.

XXXIX. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Works.

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

Power to Commissioners of Woods, &c., to convey Part of the Glebe Lands of Wakefield Vicarage to the Company in Fee.

XLI. And whereas the Queen's most Excellent Majesty, in right of Her Crown, is seised of or entitled to the Advowson and Right of Patronage and Presentation to the Vicarage of *Wakefield* in the County of *York*, and certain Parts of the Glebe belonging to the said Vicarage are intended to be purchased or taken by the said Company for the Purpose of making the said Railway: Be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or either of them, and they and he are and is hereby authorized and empowered, to contract and agree with the said Company for the absolute Sale in Fee Simple of the whole or any Part of such Portion of the Glebe Lands of the said Vicarage of *Wakefield* as the said Company are by this Act authorized to purchase or take, at or for such Price or Consideration in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Commissioners for the Time being, or One of them, and the said Company, and upon Payment of such Price or Consideration, by any Deed or Writing under the Hands and Seals of the said Commissioners for the Time being, to convey such Part of the said Glebe Lands as shall be so purchased, and the Fee Simple and Inheritance thereof, to the said Company for the Purposes of this Act, which said Deed or Writing, being enrolled in the Office of Land Revenue Records and Enrolments, and registered in the Registry of the Diocese in which the said Vicarage is situate, shall be effectual to vest

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in the said Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and the Purchase or Consideration Money expressed in such Conveyance shall, before the Execution thereof by the said Commissioners for the Time being, be invested by and at the Expense of the said Company in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, in the Name or Names of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the poor Clergy; and until such Annuities shall be sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends, Interest, or annual Proceeds thereof to the Vicar for the Time being of the said Vicarage, according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal: Provided that no Contract or Agreement made between the said Company and the said Commissioners shall be binding upon the said Vicar for the Time being without his Consent, and if such Vicar shall refuse, or for the Space of One Calendar Month after Notice given to him of such Agreement shall withhold his Consent thereto, then the Compensation to be paid by the said Company for the Glebe Land hereby authorized to be sold to them shall be ascertained in the Manner provided by "The Lands Clauses Consolidation Act, 1845."

Purchase Money to be invested in Bank Annuities in the Names of the Governors of Queen Anne's Bounty.

Power to Commissioners of Woods to exchange such Glebe Lands.

XLII. That it shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and they and he are and is hereby authorized and empowered, if they or he shall think fit, with the Consent of the Vicar for the Time being of the said Vicarage, to exchange the whole or any Part of such Portion of the said Glebe Lands as the Company are by this Act authorized to purchase or take, (which may not have been sold to them under the Provisions of the preceding Enactment,) for other Lands, Tenements, or Hereditaments belonging to or to be conveyed by the Direction of the said Company; and it shall be lawful for the said Commissioners, or either of them, with the like Consent, to concur in carrying such Exchange into effect under the Powers now or hereafter to be vested in the Inclosure Commissioners for *England* and *Wales*, or in such other Mode as may be deemed expedient: Provided that the Lands, Tenements, or Hereditaments to be given in Exchange by the Company, or by their Direction, shall be conveyed or assured to the Vicar of the said Vicarage for the Time being and his Successors; and upon the said Lands, Tenements, or Hereditaments being so conveyed or assured to the said Vicar and his Successors, the same shall be annexed to and form Part of the Glebe of the said Vicarage, and the Rents, Issues, and Profits thereof shall thenceforth be received by the Vicar of the said Vicarage for the Time being.

XLIII. Pro-

Such Glebe Land not to be taken without Consent of Commissioners of Woods.

XLIII. Provided always, That it shall not be lawful for the Company to enter upon, take, or interfere with any Part of the said Glebe which they are hereby authorized to purchase or take in Exchange, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

As to Deviation near the Mansion of B. Gaskell, Esq.

XLIV. That in constructing the Railway upon the Plot or Parcel of Land and Plantation numbered respectively 84 and 85, both inclusive, in the said Township of *Wakefield*, the Company shall not deviate the centre Line of the said Railway nearer to the Mansion of *Benjamin Gaskell* Esquire, now in the Occupation of *Daniel Burton Kendall* Esquire, than as shown in the said Plan; and that in constructing the Railway upon the Plot or Parcel of Land, Number 68 in the said Township of *Wakefield*, the Company shall not take more than Four Yards in Width of Land from the West Side of the said Plot of Land.

Company to make all necessary Bridges and Archways for Accommodation of Mines belonging to Lord of Manor of Wakefield.

XLV. Whereas under and by virtue of the *Wakefield* Inclosure Act, passed in the Thirty-third Year of the Reign of King *George* the Third, and intituled *An Act for dividing and inclosing the open Common Fields, Ings, Commons, and Waste Grounds, within the Townships or Graveships of* Wakefield, Stanley, Wrenthorpe, Alverthorpe, *and* Thornes, *in the Parish of* Wakefield *in the West Riding of the County of* York, certain Rights were reserved to the Lord for the Time being of the Manor of *Wakefield*, with respect to the holding, winning, working, and enjoying Mines, Coal, Ironstone, and Minerals, within and under the said Common and other Lands, and for making and maintaining Wayleaves, Roads, Passages, Waggon-ways, and other Ways, in, over, and along the said Common and other Lands, as by reference to the said Act will appear: And whereas, according to the deposited Plans, the intended Railway will pass through certain of the said inclosed Lands, and may interfere with the before-mentioned Rights so reserved: Be it therefore enacted, That whenever the Lord for the Time being of the said Manor shall dig, make, or sink, or shall be about to dig, make, or sink, any Mine, Pit, or Winning, and shall commence or be about to commence working any Coal Mines or other Minerals in and under the before-mentioned Lands, the Company shall forthwith from Time to Time, at their own Expense, upon being requested so to do by the said Lord for the Time being, make such Communications, either on the Level of the said Railway or by means of Bridges over or Archways under the Railway, as may be necessary for the proper Accommodation of the said Mines, and for carrying away the Minerals therefrom; and if any Difference shall at any Time arise with respect to the Mode of constructing or with respect to the Situation or Maintenance of any such Communications, or with respect to the Time within which they shall be made, the same shall

be from Time to Time determined, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade, upon the Application of either Party, and the Decision of such Engineer shall be final and conclusive upon all Parties interested in the said Lands: Provided nevertheless, that the Company shall not be required to construct more than Three such Communications in the whole for the Accommodation of the said Mines, and if any such Communication shall be made across the Railway on the Level all such Precautions as shall be necessary for the Safety of the Railway shall be found and provided by the Company at their own Expense.

Lord of Manor may execute additional Works at his own Expense.

XLVI. That if the Lord for the Time being of the said Manor shall consider the Communications made by the Company or awarded by the said Arbitrator insufficient for the proper Accommodation of the said Mines, and for carrying away the Minerals therefrom, it shall be lawful for the said Lord at any Time, and from Time to Time, at his own Expense, to make such further Works for that Purpose as he shall think necessary, and as shall be agreed upon by the Company, or, in case of Difference, as shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and if the Company so desire, all such last-mentioned Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be submitted to and approved of by such Engineer, nevertheless the Company shall not be entitled to require either that Plans shall be adopted which would involve greater Expense than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

Regulating Inclinations of certain Roads.

XLVII. That in carrying the several Roads numbered as hereinafter mentioned on the deposited Plans over, under, or across the Railway, it shall be lawful for the Company to make the Inclinations of the said Roads such as or not steeper than those herein-after mentioned; (that is to say,)

Number on Plan.	Township or Parish.	Description of Roads.	Proposed Inclination.
17	Beeston - - -	Public Carriage-road	1 in 8.
26	Ditto - - -	Ditto - - -	1 in 15 and 1 in $11\frac{1}{2}$.
8	East Ardsley - -	Ditto - - -	1 in $11\frac{1}{2}$.
13	Ditto - -	Ditto - - -	1 in 10.
5	Stanley-cum-Wrenthorpe - -	Ditto - - -	1 in 13.
43	Wakefield - -	Ditto - - -	1 in 16.

XLVIII. Whereas,

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

XLVIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Thirteen thousand five hundred Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Thirteen thousand five hundred Pounds so deposited 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 said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said 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 said 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 said Company shall either have opened the said Railway for the public Conveyance of Passengers or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Grea 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 Thirteen thousand five hundred Pounds shall have been executed by the said 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 Thirteen thousand five hundred Pounds if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount

Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest 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.

Tolls.

XLIX. That the Company may lawfully demand and receive, in respect of the Use of the said Railway, any Rates, Tolls, and Charges not exceeding the Rates, Tolls, and Charges following; (that is to say,)

For Passengers.

For every Passenger conveyed in or by any Express Train, the Sum of Twopence Halfpenny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Twopence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile.

For Cattle, Goods, &c.

And with respect to Horses, Cattle, Carriages, and Goods, as follows:

For every Horse, Mule, and other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

For Cattle, the Sum of One Penny Halfpenny *per* Head *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny each *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing *per* Mile:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Fourpence; and a like Sum of Twopence *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sheet Iron, Hoop Iron, Bar Iron, and all other similar Descriptions of Wrought Iron, Twopence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Sugar, Corn, and other Grain, Malt, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Nails, Anvils, Vices, and Chains, the Sum of Twopence Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals (except Iron), the Sum of Threepence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Fourpence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Provided always, that with respect to all the Matters aforesaid passed over the Railway for a less Distance than Four Miles the Company may demand Toll as for Four Miles.

Tolls for propelling Power.

L. That, subject to the other Provisions in this Act contained, the Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Halfpenny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

The maximum Rates of Charges.

LI. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive; (that is to say,)

For Passengers.

For every Passenger conveyed in or by any Express Train, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a First-class Carriage by any other Train the Sum of Twopence Three Farthings *per* Mile:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per* Mile.

For Cattle and Goods.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, when such Services or any of them are or is performed by the Company, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive; (that is to say,)

For any Horse, Mule, and other Beast of Draught or Burden, Fourpence *per* Mile:

For Cattle, the Sum of Twopence Farthing *per* Head *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny Halfpenny each *per* Mile:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, Fivepence *per* Mile; and a like Sum of Twopence

pence *per* Mile for every additional Quarter of a Ton which any such Carriage may weigh:

For all Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig Iron, Stone for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, and Salt, and for all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Twopence *per* Ton *per* Mile:

For Sheet Iron, Hoop Iron, Bar Iron, and all other similar Descriptions of Wrought Iron, Twopence Three Farthings *per* Ton *per* Mile:

For Sugar, Corn, and other Grain, Malt, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Nails, Anvils, Vices, and Chains, the Sum of Threepence *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, manufactured Goods, Manchester Packs, and Metals (except Iron), the Sum of Threepence Halfpenny *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, and Toys, the Sum of Fourpence Halfpenny *per* Ton *per* Mile:

For all Articles, Matters, and Things not herein-before specified, the Sum of Fourpence Halfpenny *per* Ton *per* Mile.

Regulations as to maximum Rates and Charges.

And the following Regulations shall apply to such maximum Rates and Charges:

The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but where such Waggons or Carriages are not provided by the Company, a Deduction of One Farthing *per* Ton *per* Mile shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates:

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls on Merchandise, Articles, Matters, or Things for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile, and in respect to Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

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

With

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weights.

LII. That with respect to small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls hereby prescribed, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway, or any Part thereof, as follows:

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

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings:

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

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

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Restriction as to Charges not to apply to Special Trains.

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

Company may take increased Charges by Agreement.

LIV. That nothing herein contained shall be held to prevent the said Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description,

Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods, other than small Parcels, by Passenger or other Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Passengers Luggage.

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

Provision as to the Use of the Leeds Central Railway Station, and of Portions of certain Railways as may be necessary for the Use of the Station.

LVI. That it shall be lawful for the Company hereby incorporated, at all Times hereafter, and also for the *Lancashire and Yorkshire* Railway Company, so long as such last-mentioned Company shall, either solely or in conjunction with any other Company under the Provisions of this Act, work and use the said intended Railway, to use and run over with their Engines and Carriages of every Description all such Parts of the *Leeds* Central Railway Station as may not, under or by virtue of the Agreements herein-after mentioned or either of them, be or become the Property of the *London and North-western* Railway Company exclusively, or be appropriated to the exclusive Use of that Company, and to use and occupy the Watering Places, Booking and other Offices, Warehouses, and other Conveniences, or any of them, connected with such Parts of the said Station respectively; and it shall be lawful for the *Great Northern* Railway Company, so long as such last-mentioned Company shall, either solely or in conjunction with any other Company under the Provisions of this Act, work and use the said intended Railway, to use and run over with their Engines and Carriages of every Description all such Parts of the *Leeds* Central Railway Station as may not, under or by virtue of the same Agreements or either of them, be or become the exclusive Property or be appropriated to the exclusive Use of the *London and North-western* Railway Company, or of that Company and the *Lancashire and Yorkshire* Railway Company jointly, and to use and occupy the Watering Places, Booking and other Offices, Warehouses, and other Conveniences, or any of them, connected with such last-mentioned Parts of the said Station respectively; and it shall also be lawful for the Company hereby incorporated, at all Times hereafter, and for the *Lancashire and Yorkshire* and *Great Northern* Railway Companies, or either of them, so long as they or either of them shall work and use as before-mentioned the said intended Railway, to use and run over with their Engines and Carriages of every Description all such Portions of the Lines of Railway from Time to Time belonging to the *Lancashire and Yorkshire*, the *Great Northern*, and the *Leeds Northern* Railway Companies, or any of them, within or immediately connected

with the said Station, as shall be reasonably required for giving to the Engines and Carriages of the Company hereby incorporated, and of the *Lancashire and Yorkshire* and *Great Northern* Railway Companies or either of them using the said intended Railway as aforesaid, Access to and the Use of the said Station, such User of the said Portions of Station respectively and of the said Lines of Railway to be upon such Terms and Conditions and on Payment of such Tolls, Rates, and Charges in respect thereof, as may be agreed upon between the Company hereby incorporated, or the *Lancashire and Yorkshire* and *Great Northern* Railway Companies, or either of them, (as the Case may be,) on the One Part, and the several Companies for the Time being interested in the said Station and other Accommodations aforesaid, and in the said Lines of Railway within or immediately connected with the same or any of them, or to whom the same respectively shall belong on the other Part, and in case of Dispute or Difference between the Company hereby incorporated or the *Lancashire and Yorkshire* and *Great Northern* Railway Companies or either of them, as aforesaid, and any of such other Companies, as aforesaid, the Matter in Dispute or Difference shall be referred to an Arbitrator, to be appointed by the Board of Trade, who shall settle and determine the Manner and Extent of Accommodation to be afforded by the Companies, or any One or more of them, to the Company hereby incorporated and the *Lancashire and Yorkshire* and *Great Northern* Railway Companies or either of them, as aforesaid, in respect of the Use and Occupation of the said Station, Buildings, Lines of Railway, Works, and Conveniences, and the Tolls, Rates, and Charges, or other Consideration to be paid for such Accommodation by the Company hereby incorporated, or the *Lancashire and Yorkshire* and *Great Northern* Railway Companies or either of them as aforesaid, and to whom and how and when the same shall be paid, and generally the Terms and Conditions on which such Accommodation shall be afforded; and the Decision of such Arbitrator shall be binding on all Parties affected thereby, and it shall be competent for such Arbitrator in and by any such Award to order and direct the said Companies, or any or either of them, to do all such Acts as may be necessary or expedient for carrying the said Arrangements into effect: Provided nevertheless, that the Use by this Act granted of the said Station or Parts thereof shall be subject to and regulated by Two certain Agreements bearing Date respectively the Fourteenth Day of *June* One thousand eight hundred and fifty-four, the One made between the *London and North-western*, the *Great Northern*, the *Lancashire and Yorkshire*, and the *Leeds Northern* Railway Companies, and the other made between the *London and North-western* Railway Company of the First Part, the *Lancashire and Yorkshire* Railway Company of the Second Part, the *Great Northern* Railway Company of the Third Part, the *Leeds Northern* Railway Company of the Fourth Part, the *Leeds*, *Bradford*, *and*

and Halifax Junction Railway Company of the Fifth Part, and the Promoters of the Company hereby incorporated of the Sixth Part.

Provision for Use by Company of Stations at Wakefield and Portion of Lancashire and Yorkshire Railway.

LVII. That it shall be lawful for the Company hereby incorporated at all Times hereafter, and also for the *Great Northern* Railway Company, so long as such last-mentioned Company shall, either solely or in conjunction with any other Company under the Provisions of this Act, work and use the said intended Railway, to use and run over with their Engines and Carriages of every Description that Portion of the Railway of the *Lancashire and Yorkshire* Railway Company which lies between the Junction therewith of the Railway hereby authorized in the Township of *Wakefield*, and the Stations at *Wakefield* belonging to the *Lancashire and Yorkshire* and *Great Northern* Railway Companies, or one of them, with the Works and Conveniences connected therewith, or any or either of them, or any Part thereof, upon such Terms and Conditions, and on Payment of such Tolls, Rates, and Charges in respect thereof, as may be agreed upon between the Company hereby incorporated and the *Great Northern* Railway Company or either of them, on the one Part, and the *Lancashire and Yorkshire* Railway Company on the other Part, and in case of Dispute or Difference between the *Lancashire and Yorkshire* Railway Company and either of such other Companies as aforesaid, the Matter in Dispute or Difference shall be referred to an Arbitrator to be appointed by the Board of Trade, who shall settle and determine the Manner and Extent of Accommodation to be afforded by the said *Lancashire and Yorkshire* Railway Company to both or either of such other Companies as aforesaid, in respect of the Use and Occupation of the said Portion of Railway, Works, and Conveniences, and the Tolls, Rates, and Charges, or other Consideration, to be paid for such Accommodation by the Company hereby incorporated, and the *Great Northern* Railway Company, or either of them, and how and when the same shall be paid, and generally the Terms and Conditions on which such Accommodation shall be afforded; and the Decision of such Arbitrator shall be binding on all Parties affected thereby, and it shall be competent for such Arbitrator in and by any such Award to order and direct the said Companies, or any or either of them, to do all such Acts as may be necessary or expedient for carrying the said Arrangements into effect.

Provision for Use by Company of Stations at Wakefield.

LVIII. That it shall be lawful for the Company hereby incorporated to use and run over with their Engines and Carriages of every Description the Stations at *Wakefield* belonging to the *Lancashire and Yorkshire* and *Great Northern* Railway Companies or One of them, and also to use and occupy the Watering Places, Booking and other Offices, Warehouses, and other Conveniences connected therewith, or any of them, upon such Terms and Conditions, and on Payment

Payment of such Tolls, Rates, and Charges in respect thereof, as may be agreed upon between the Company hereby incorporated on the one Part, and the *Lancashire and Yorkshire* and *Great Northern* Railway Companies on the other Part, and in case of Dispute or Difference between the Company hereby incorporated and such other Companies as aforesaid, the Matter in Dispute or Difference shall be referred to an Arbitrator to be appointed by the Board of Trade, who shall settle and determine the Manner and Extent of Accommodation to be afforded by the *Lancashire and Yorkshire* and *Great Northern* Railway Companies to the Company hereby incorporated in respect of the Use and Occupation of the said Stations, Watering Places, Offices, Warehouses, and Conveniences, and the Tolls, Rates, and Charges, or other Consideration, to be paid for such Accommodation by the Company hereby incorporated, and to whom and how and when the same shall be paid, and generally the Terms and Conditions on which such Accommodation shall be afforded; and the Decision of such Arbitrator shall be binding on all Parties affected thereby, and it shall be competent for such Arbitrator in and by any such Award to order and direct the said Companies, or any or either of them, to do all such Acts as may be necessary or expedient for carrying the said Arrangements into effect.

Provision for Use by the Company of the Leeds, Bradford, and Halifax Junction Railway.

LIX. That the *Leeds, Bradford, and Halifax Junction* Railway Company shall allow the Company hereby incorporated, and the *Lancashire and Yorkshire* and *Great Northern* Railway Companies respectively, so long as they shall respectively work and use the Railway hereby authorized, to use and run over with their Engines and Carriages of every Description all or any Part of the Railways now belonging or hereafter to belong to the *Leeds, Bradford, and Halifax Junction* Railway Company, and also to use the Stations, Watering Places, Water, Sidings, Platforms, Booking and other Offices, Warehouses, Buildings, Conveniences, and Accommodations of or belonging to the said *Leeds, Bradford, and Halifax Junction* Railway Company, on such Terms and Conditions, and on Payment of such Tolls, Charges, Rent, or other Consideration as may from Time to Time be agreed upon between the Parties respectively, or failing such Agreement on such Terms and Conditions, and on Payment of such Tolls, Charges, Rent, or other Consideration, as shall from Time to Time be determined by an Arbitrator to be appointed by the Parties between whom any such Difference shall arise, or if the Parties shall fail for a Period of Fourteen Days to appoint an Arbitrator, then by an Arbitrator to be appointed by the Board of Trade on the Application of either of such Parties, and the Decision of any such Arbitrator shall be final and binding on the Parties, and it shall not thereafter be lawful for the *Leeds, Bradford, and Halifax Junction* Railway Company to demand or levy in respect of the Traffic passing to or from their Railway any Tolls or Charges other than such as shall be fixed

fixed by such Agreement or Arbitration, anything in this Act to the contrary thereof in anywise notwithstanding: Provided always, that no such Agreement shall be valid or binding on either of the said Companies until the same shall have been approved by the Board of Trade.

Providing for the Use of the Line by the Leeds, Bradford, and Halifax Junction Railway Company.

LX. That the Company by this Act incorporated shall allow the *Leeds, Bradford, and Halifax Junction* Railway Company, and the *Lancashire and Yorkshire* and *Great Northern* Railway Companies respectively, so long as they shall respectively work and use the *Leeds, Bradford, and Halifax Junction* Railway, to use and run over with their Engines and Carriages of every Description the Railway by this Act authorized, or any Part of the same, and also to use all Stations, Watering Places, Water, Sidings, Platforms, Booking and other Offices, Warehouses, Buildings, Conveniences, and Accommodations connected therewith, on such Terms and Conditions, and on Payment of such Tolls, Charges, Rent, or other Consideration, as may from Time to Time be agreed upon between the Parties respectively, or, failing such Agreement, on such Terms and Conditions, and on Payment of such Tolls, Charges, Rent, or other Consideration, as shall from Time to Time be determined by an Arbitrator to be appointed by the Parties between whom any such Difference shall arise, or if the Parties shall fail for a Period of Fourteen Days to appoint an Arbitrator, then by an Arbitrator to be appointed by the Board of Trade, on the Application of either of the said Parties, and the Decision of any such Arbitrator shall be final and binding on the Parties, and it shall not thereafter be lawful for the Company hereby incorporated to demand or levy, in respect of the Traffic passing to or from the Railway by this Act authorized, any Tolls or Charges other than such as shall be fixed by such Agreement or Arbitration, anything in this Act to the contrary thereof in anywise notwithstanding: Provided always, that no such Agreement shall be valid or binding on either of the said Companies until the same shall have been approved by the Board of Trade.

Power to enter into Agreements with Great Northern and other Railway Companies as to Use of Railways.

LXI. That it shall be lawful for the Company hereby incorporated from Time to Time to enter into and make such Contracts and Agreements with the *Great Northern* Railway Company, either solely or in conjunction with the *Lancashire and Yorkshire* and *Leeds, Bradford, and Halifax Junction* Railway Companies or either of them, and also with the *Lancashire and Yorkshire* Railway Company either solely or in conjunction with the *Great Northern* and *Leeds, Bradford, and Halifax Junction* Railway Companies or either of them, and also with the *Leeds, Bradford, and Halifax Junction* Railway Company, either solely or in conjunction with the *Great Northern* and *Lancashire and Yorkshire* Railway Companies or either of them, and for the said

Great Northern, *Lancashire and Yorkshire*, and *Leeds*, *Bradford*, *and Halifax Junction* Railway Companies, either separately or in conjunction with both or either of the others of them, to enter into and make such Contracts and Agreements with the Company hereby incorporated as shall be deemed expedient by and between the Companies respectively, for and with reference to the working and Use of the Railway, Stations, and Works by this Act authorized, or any Part thereof, and as to the Payment or Contribution by and between the Companies, Parties to such Agreement, of or towards the Costs, Charges, and Expenses of such working and Use, and also with reference to the Rates, Tolls, and Charges to be charged by or between the Companies, Parties to such Agreement, for or in respect of any Traffic, and the Division and Apportionment between the said Companies respectively, Parties to such Agreement, of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary, as Occasion may require, and also for all or any of the Purposes aforesaid to make and execute all such Deeds, Contracts, Instruments, and Assurances, as may be deemed requisite or expedient for giving to the Matters and Premises aforesaid full Effect.

Contracts, &c., as to Use of other Railways not to affect the Public.

LXII. Provided always, That no such Contract or Agreement as aforesaid which may be entered into by the Company hereby incorporated with the *Lancashire and Yorkshire*, the *London and Northwestern*, the *Great Northern*, the *Leeds Northern*, and the *Leeds*, *Bradford, and Halifax Junction* Railway Companies, or any or either of them, shall in any Manner, alter, affect, increase, or diminish any of the Tolls which the respective Companies, Parties to such Contract or Agreement, shall for the Time being be respectively authorized and entitled to demand or receive from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the before-mentioned Railways and Portions of Railway, Stations, and Works respectively, upon the same Terms and Conditions, and on Payment of the same Tolls as they would have been in case no such Contract had been entered into.

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

LXIII. That 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 to any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Railway to be subject to

LXIV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, entitled *An Act to provide for the Conveyance*

Conveyance of the Mails by Railways; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, entitled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, entitled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, entitled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Tenth Year of the Reign of Her present Majesty, entitled *An Act for regulating the Guage of Railways*; and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Nothing in this Act contained shall be held to exempt the Railway by this Act authorized, or the said Company, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

the Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97. 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85. 9 & 10 Vict. c. 57. and 14 & 15 Vict. c. 64.

LXV. That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made or the Company from the Provisions of any General Acts relating to such Act, or 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 the present or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

Railway not exempt from Provisions of future General Acts.

LXVI. That all the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the said Company.

Expenses of Act.

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