CHAP. clxii.

An Act to confer further powers on the Great Northern Railway Company. [24th July 1871.]

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WHEREAS by an Act passed in the year 1866 the Bradford, Eccleshill, and Idle Railway Company were incorporated for the making of a railway (about three and a half miles in length) between the Great Northern Railway at Bradford, in the west riding of Yorkshire, through Eccleshill to Idle, and they were authorised for that purpose to raise a capital of sixty-five thousand pounds in shares (section 6), and to borrow twenty-one thousand six hundred pounds (section 10), and the Great Northern Railway Company were authorised to contribute (section 9) fifty thousand pounds towards the said capital of sixty-five thousand pounds, and to hold shares in the said capital accordingly, and to issue stock of the Great Northern Company for the purposes of such subscription (section 41), and by the 39th section of the same Act the same Company was authorised to enter into agreements with respect to the management, use, working, and maintenance of the intended undertaking, and with respect to the revenue arising from the traffic common to both undertakings:

29 & 30 Vict. c. cxiv.

And whereas by an Act passed in the year 1867 the Idle and Shipley Railway Company were incorporated for the purpose of making railways, about two miles and a half in length, from the termination of the Bradford, Eccleshill, and Idle Railway to Shipley, and they were authorised for that purpose to raise a capital of fifty-five thousand pounds in shares (section 13), and to borrow eighteen thousand three hundred pounds on mortgage (section 16), and powers were given to the Company (section 45), and to all companies using their intended undertaking, to use the Bradford, Eccleshill, and Idle Railway, together with certain portions therein defined of the Great Northern Railway:

30 & 31 Vict. c. clxxix.

And whereas no progress has been made in the construction of either of the said undertakings, and it is expedient that the powers conferred by the said Acts on the two companies thereby respectively

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incorporated should be transferred to the Great Northern Railway Company subject to the conditions herein-after contained, and the said two companies are desirous that their powers should be so transferred:

And whereas the period limited by the first-recited Act (section 24) for the compulsory purchase of lands expired on the 28th day of June 1869, but was extended by a certificate of the Board of Trade to the 28th day of June 1871; and the period limited for the completion of the railway was the 28th day of June 1871, which was in like manner extended to the 28th day of June 1873; and by the Idle and Shipley Railway Act (section 30) the time limited for executing the railways thereby authorised will expire on the 12th day of August 1872; and with respect to both the said undertakings sums of money have been deposited with the Court of Chancery to secure the completion thereof; and it is expedient that the said sums of money should be repaid, and that the provisions herein-after contained should be made to secure the completion of the said undertakings:

And whereas it is also expedient that the following powers should be conferred upon the Great Northern Railway Company; (namely,)

New works.

To construct the branch railways herein-after described to and at Dewsbury to Pudsey, and to Crofton, all which places are in the west riding of Yorkshire:

To construct at Bourn, in Lincolnshire, a short line of railway to connect the Sleaford and Bourn with the Bourn and Essendine portions of the Great Northern Railway, and to divert a road at Bourn for that purpose:

To purchase certain additional lands at Enfield:

To extend the time for the sale of certain superfluous lands belonging to the Great Northern Railway Company:

To raise additional capital for the purposes aforesaid:

And whereas plans and sections showing the lines and levels of the railways and other works authorised by this Act, and plans of the land intended to be taken under the powers thereof, and also books 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 any of the purposes thereof, have been deposited with the clerks of the peace for the west riding of Yorkshire, for the parts of Kesteven in Lincolnshire, and for the county of Middlesex respectively, and are herein-after respectively referred to as the deposited plans, sections, and book of reference:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Great Northern Railway Act, 1871."

Provisions of general Acts herein named incorporated.

2. The "Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Parts I. and V. of "The Railways Clauses Act, 1863," (relating respectively to construction of a railway and to amalgamation,) and the clauses and provisions of "The Companies Clauses Consolidation Act, 1845,"—

With respect to the distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of call;

The remedies of the creditors of the Company against shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

And also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the cancellation and surrender of shares, to additional capital, and to debenture stock;

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Same meaning to words, &c. in incorporated Acts and this Act.

3. In this Act the several words and expressions to which by the Acts wholly or partially incorporated with this Act meanings are assigned have the same respective meanings, unless there be in the subject or context something repugnant to such construction:

The words "the Company" mean the Great Northern Railway Company;

The expressions "the two companies" and "the two undertakings" mean and include respectively the Bradford, Eccleshill, and Idle Railway Company, and the Idle and Shipley Railway Company, and the authorised undertakings of those companies;

And the expression "superior courts" or "courts of competent jurisdiction," or other like expressions in this Act or any Act

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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.

Transfer of two undertakings.

4. From and after the passing of this Act all the lands acquired or contracted for by the two companies, or either of them, and all real and personal property belonging to them, inclusive of the sums of money deposited with the Court of Chancery as aforesaid, and all the powers, rights, privileges, and authorities granted to them respectively by the said recited Acts of 1866 and 1867, are transferred to the Great Northern Railway Company, and the two undertakings are amalgamated with the undertaking of the Great Northern Railway Company, and the last-named Company shall exercise all the powers and be subject to the duties and liabilities conferred or imposed on the two companies, or either of them, with respect to their said undertakings, and the powers of the two companies with respect to the raising of capital by shares or by loan shall be exercised by the Great Northern Railway Company in their own name, and the two companies shall be dissolved.

Penalty if two undertakings not completed within prescribed time.

5. If the Great Northern Railway Company fail within the periods limited as aforesaid to complete the railways authorised by the said recited Acts, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods so limited respectively until the said railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works concerning which default shall have been made, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17th and 18th Vict. c. 31, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge, as is specified in the said third section of the Act 17th and 18th Vict. c. 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Great Northern Railway Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond ther control;

provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys.

6. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways concerning which default shall have been made, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the dissolved companies or the Great Northern Railway Company, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company from whom such penalty was recovered.

As to repayment of moneys deposited.

7. And whereas the Great Northern Railway Company are by the preceding enactments subject to a daily penalty in the event of the two undertakings not being completed and opened at the times limited for the completion of them respectively: Be it enacted, that the Accountant General of the Court of Chancery shall, upon production of a copy of this Act, and upon the application of the person or persons, or the majority of the persons named in the warrants or orders issued in pursuance of the Act of the ninth year of Her present Majesty, chapter twenty, or the survivor or survivors of such persons, repay to them or him the said sums so deposited with respect to the said two undertakings, and any interest or dividends which may have accrued thereon respectively.

Power to execute works.

8. Subject to the provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may do the following things, and may make and maintain the following works in the line and according to the levels shown on the deposited plans and sections, and may enter upon, take, and use such of the lands delineated on the said plans, and described in the deposited books of reference, as may be required for those purposes:

They may construct the railways herein-after described and numbered on the deposited plans as herein-after mentioned, with all

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needful works, stations, approaches, and conveniences connected therewith respectively; (that is to say,)

Lines at Dewsbury.

Railway Number 1 (about two miles and four chains in length), commencing by a junction with the Ossett and Batley branch of the Great Northern Railway at a point forty-seven yards or thereabouts west of the public highway, passing under the said Ossett and Batley Branch Railway at Ossett Green in the township of Ossett cum Gawthorpe, and terminating in a field in the township and parish of Dewsbury at a point forty-five yards or thereabouts north of the public footpath from Railway Street in Dewsbury to Earlsheaton:

Railway Number 2 (two furlongs and six chains in length), commencing at the terminus of railway Number 1, and terminating near the junction of Wakefield Road with Railway Street in Dewsbury:

Railway Number 4 (one mile four chains in length), commencing by a junction with the railway of the Great Northern Company in their Batley station in the parish of Dewsbury, and terminating near and on the north side of Cracken Edge Quarry in the township and parish of Dewsbury:

Railway Number 5 (one furlong three chains in length), commencing at the last-described terminus of railway Number 4, and by a junction therewith, and terminating on the east side of Bradford Road, in Dewsbury, near Cracken Edge House:

And for the purposes of the said two last-described railways the Company may stop up so much of Greaves Road in Dewsbury as lies between the eastern side of the London and North-western Railway and Cracken Edge Lane, and may also close Bradford Street, and extinguish all rights of way in or over the same, and appropriate the soil of the said portion of Greaves Road and of Bradford Street:

Lines to Pudsey.

Railway Number 7 (one mile six furlongs in length), commencing at the Stanningley station of the Great Northern Railway in the township of Pudsey and parish of Calverley, and terminating in the same township of Pudsey on the east side of the public footpath from Chapeltown to Far Town:

Railway Number 8 (three furlongs five chains in length), commencing by a junction with the Great Northern Railway, in the township of Bramley and parish of Leeds, at a point two hnndred and thirty yards or thereabouts east of the bridge carrying the Great Northern Railway over the public highway at Swinnow Moor, and terminating in the said township of Pudsey by a junction with the last-described railway in a field near and on the north side of Priestley Mill:

Railway Number 9 (one mile four furlongs in length), commencing in the township of Walton in the parish of Sandal Magna by a junction with the West Riding and Grimsby Railway at a point seven hundred and thirty-three yards or thereabouts west of the bridge carrying Santingley Lane over that railway, and terminating by a junction with the Lancashire and Yorkshire Railway in the township and parish of Crofton at a point one hundred and fifty yards or thereabouts south-east of the bridge carrying the Midland Railway over the said Lancashire and Yorkshire Railway: Provided that it shall not be lawful to construct the railway herein-before last described without the previous consent in writing of the Lancashire and Yorkshire Railway Company signified under their common seal. Line to Crofton.

All the foregoing works are in the west riding of Yorkshire.

They may abandon so much of the authorised line of the Great Northern Railway (Sleaford to Bourn) as lies between the point marked on the plans deposited with respect to "The Great Northern Railway (Sleaford to Bourn) Act, 1865," as sixteen miles and six furlongs, and the termination of the said railway, the whole being in the said parish of Bourn, and may make in the stead thereof a line of railway (about two furlongs in length) commencing at the said point (sixteen miles six furlongs), and terminating by a junction with the Spalding and Bourn Railway at or near a point about three chains east of the turnpike road leading from Bourn to Market Deeping. The said works will be entirely in the said parish of Bourn. Junction with Spalding and Bourn Railway.

They may enter upon and take certain lands and property situate in the parish of Enfield, bounded on the eastward and for the most part on the southward by the Great Northern railway station and works, on the northward by the road called Windmill Hill leading from Enfield to Barnet, and having a frontage to the said road of about sixty yards. As to lands at Enfield.

9. The abandonment by the Company under the authority of this Act of the said portion of railway at Bourn shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation Act, 1845," for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the line of the said railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by Compensation for damage to land by entry, &c. for purposes of railways abandoned.

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the Company to receive compensation in accordance with the provisions in that behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act or "The Great Northern (Sleaford to Bourn) Act, 1865."

Compensation to be made in respect of railways abandoned.

10. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any lands for the purposes of or in relation to the said portion of railway, full compensation shall be made by the Company to the owners and occupiers of or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and such compensation and the application thereof shall be assessed and determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Protecting Railway Street in Dewsbury.

11. It shall not be lawful for the Company under the powers of this Act to stop up or otherwise interfere with the road or public highway known as "Railway Street," in the parish of Dewsbury, and numbered on the deposited plans 276 in the same parish.

For protection of London and North-western Railway.

12. The Company in constructing the railways Nos. 4 and 5 respectively shall be bound by and comply with the following provisions:

1st. Those railways shall not at any point on the lands of the London and North-western Railway Company be constructed nearer to the rails of the London and North-western Railway than according to the centre lines of the railways Nos. 4 and 5 respectively, as shown on the deposited plans, without the consent of the London and North-western Railway Company in writing under their common seal:

2nd. The railway No. 4, where it will cross the London and North-western Railway, shall be carried under that railway so as to leave undisturbed all the existing lines thereof at the respective spots where they are so to be passed under:

3rd. The Company shall at any time hereafter, when required by the London and North-western Railway Company, widen the arches or other works by which the railway No. 4 shall be carried under the London and North-western Railway so as to enable the last-mentioned company to widen their railway at such respective crossings by the addition of not exceeding two

additional lines of rails, and all the works in, upon, or under the lands of the London and North-western Railway Company for the purpose of carrying the railway No. 4 under the railway of that company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the engineer of that company, and at the expense of the Company:

4th. The Company shall at all times maintain the arches or other works by which the railway No. 4 shall be carried under the London and North-western Railway in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the London and North-western Railway Company, and if and whenever the Company fail so to do, that company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered, with full costs, by that company from the Company in any court of competent jurisdiction:

5th. The arches or other works by which the railway No. 4 shall be carried under the London and North-western Railway, and all works and conveniences connected therewith, shall be made only according to such plans, elevations, sections, and specifications and dimensions as shall be submitted by the Company to the engineer of the London and North-western Railway Company, and approved by him in writing under his hand before any of those works are begun, or in case of his refusal or neglect to approve the same as shall be settled and determined by an engineer to be appointed by the Board of Trade:

6th. The Company shall not, without in every case the previous consent of the London and North-western Railway Company in writing under their common seal, take, use, enter upon, or interfere with any of the lands, railways, or works from time to time belonging to, or in the possession, or under the power of that company, except only such parts of their lands as it shall be absolutely necessary for the Company to take, use, enter upon, or interfere with, for the purpose of making and maintaining the lines of the railways 4 and 5, as the same are according to this Act to be constructed, and the works by which railway 4 is to be so carried under the London and North-western Railway:

7th. The Company shall not in any manner, in the execution of any of their works, obstruct or interfere with the free,

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uninterrupted, and safe user of the London and North-western Railway or any traffic thereon:

8th. The Company shall bear and on demand pay to the London and North-western Railway Company the expense of the employment by that company during the execution of the works affecting the London and North-western Railway of a sufficient number of inspectors and watchmen to be appointed by that company for watching their railway and its works with reference to and during the execution of such intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto, or otherwise:

9th. If by reason of the execution of any of the works or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, the London and North-western Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the London and North-western Railway Company may make good the same, and recover the expense thereof, with full costs, against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the London and North-western Railway by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable, with full costs, by that company from the Company in any court of competent jurisdiction:

10th. With respect to any land of the London and North-western Railway Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and that 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.

Saving rights of North-western Company.

13. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the London and North-western Railway Company otherwise than is herein expressly provided.

Limiting compulsory powers in the case of the land of the Dewsbury and Batley Gas Company.

14. Notwithstanding anything contained in this Act or in the deposited plans and sections, the following provisions shall apply to the lands and property of the Dewsbury and Batley Gas Company, who in this enactment are referred to as the "Gas Company":

1. The powers by this Act conferred upon the Company for the purchase of lands and buildings, or with respect to the temporary occupation of lands near the railway during the construction thereof, shall not extend or be capable of being exercised with respect to any lands or buildings of the Gas Company in the parish of Dewsbury, except those parts of the said lands and buildings which are situate at a greater distance than ten feet from the outside of the puddle wall of the ammonia or tar tank of the Gas Company, and are coloured blue on a certain plan signed by John Fraser, the engineer of the Company, and Charles Alfred Craven, the engineer of the Gas Company:

Company to indemnify gas company from injury to ammonia tank.

2. The Company shall keep indemnified the Gas Company from all loss, costs, damages, penalties, and expenses which the Gas Company may at any time hereafter incur, sustain, or be put to by reason or in consequence of any injury to the said ammonia or tar tank occasioned by any of the operations of the Company in the construction or repair of the railway or any of the works thereof, or by the use or working of the railway when made, or by the exercise of any of the powers of this Act; and if at any time or times hereafter any such injury shall be so caused to the said tank, the Company shall with all convenient speed, at their own expense, make good the same, and shall repay to the Gas Company all loss, costs, damages, penalties, and expenses which the Gas Company may have sustained or been put to by reason or in consequence of such injury, and the amount of all such loss, costs, damages, penalties, and expenses shall be recoverable by the Gas Company from the Company, with full costs of suit, in any court of competent jurisdiction:

As to entrance and access to the gasworks.

3. If the Company take the present entrance to the gasworks of the Gas Company they shall make a new entrance, and an access thereto under their railway, and if without taking such existing entrance the Company interfere with the convenient access thereto from the road or street adjoining they shall make an access under the railway to the existing

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entrance, and such new entrance shall be as large and convenient as the existing entrance, and shall be placed in that part of the new boundary wall of the gasworks which would be intersected by a straight line drawn in continuation of the northern side of the retort house, or within a distance of twenty-five feet to the northward of that point of intersection, and not elsewhere, except with the consent of the Gas Company, and the access or road under the railway to the said gasworks, whether through the existing entrance or a new entrance, shall be equally convenient with the existing access or road, and shall be not less in width than the width of the said existing entrance, and not less in height from the surface of the road than sixteen feet.

Provisions for protection of the rights and interests of Messrs. Crawshaw and Blakeley.

15. With reference to railway No. 2 (herein-after referred to as "Line No. 2, Ossett to Dewsbury") and railway No. 4 (herein-after referred to as "Line No. 4, Batley to Dewsbury"), so far as they relate to the lands and property belonging to or under lease to John Crawshaw and Joseph Blakeley, of Dewsbury, coalowners, (herein-after called "Crawshaw and Blakeley"), the following provisions shall apply; (that is to say,)

As to Line No. 2, Ossett to Dewsbury:

A. No part of the land described on the deposited plans, and on the plan referred to in an agreement between the Company and Crawshaw and Blakeley, dated the twenty-fourth day of April one thousand eight hundred and seventy-one, and herein-after called "the agreement plan," as numbers 241 and 242 in the parish of Dewsbury, belonging to the trustees of Wheelright's Charity, and now occupied by Crawshaw and Blakeley, shall be taken or used by the Company nearer to the buildings Number 248 on the said plans than one hundred feet:

B. In the construction of their works the Company shall make and shall afterwards maintain all necessary and proper provision for preserving uninterrupted the course and flow of water from the colliery works of Crawshaw and Blakeley at No. 248 on the said plans, so far as the same may be interfered with or affected by the Company.

As to Line No. 4, Batley to Dewsbury:

C. The Company in constructing the line No. 4, Batley to Dewsbury, shall not take, use, or interfere with any of the properties, coal-staithes, coal-yard, and buildings, land, or property of Crawshaw and Blakeley, numbered 83, 84, and 85 on the said deposited plans and the said agreement plan, in the parish of Dewsbury, now held by them under a

lease from Captain Savile, neither shall they obstruct or interfere with the existing coal tramway belonging to Crawshaw and Blakeley shown on the same plans, except so far as may be necessary to enable the Company to carry the railway over the same at the height and in manner herein-after mentioned:

D. Any bridges which the Company may find it necessary to construct over the said colliery tramway shall have a clear headway of not less than fourteen feet, and a clear width of not less than 10 feet; the Company shall not in any way or by any of their operations in constructing their line No. 4, Batley to Dewsbury, affect the said tramway so as to leave less than ten feet in width for the free and beneficial use and occupation of the same tramway:

E. The Company shall construct a viaduct at Batley, as shown upon the agreement plan, for the purpose of carrying the railway No. 4, Batley to Dewsbury, or such viaduct may, with the consent of Crawshaw and Blakeley, be constructed in any other form that may be approved by the Company, and Crawshaw and Blakeley shall have and be entitled (during the occupation of their present coal-staith at Batley, by them, their executors, administrators, or assigns) to the exclusive use of arches numbered 8 and 9 on the agreement plan, and the Company shall build and maintain a wall on the south end of and so as to close the opening between arches 9 and 10, but a window shall be left in such wall if required by Crawshaw and Blakeley:

F. Crawshaw and Blakeley shall nevertheless be liable for any damage occasioned to the Company's viaduct and works by reason of the occupation by them of the said arches 8 and 9 under the foregoing provision, and the Company shall have at all times the right to enter into and to view and examine the said arches and to make repairs thereon:

G. Crawshaw and Blakeley, their executors, administrators, and assigns, shall have and be entitled during the occupation of their present coal-staith at Batley to an uninterrupted right of foot, horse, and carriage road at all times and for all purposes under and through the openings in, through, and under the piers and arches of the said intended viaduct numbered 3, 4, 5, 6, and 7 respectively on the agreement plan, without nevertheless interfering with the right of the Company at all times to enter into

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and to view, examine, and make repairs; the roadway through the said piers and arches to be made and maintained by the Company:

H. The Company, in building such viaduct as aforesaid, shall leave a clear space for Crawshaw and Blakeley's colliery tramway between the eleventh pier of the London and North-western Railway Company's viaduct at Batley, and the abutment or pier of the Company's line No. 4, Batley to Dewsbury, of not less than ten feet; this provision not to limit the provision as to width of bridges hereinbefore contained:

I. These arrangements, which are conditional so far as they apply to the line from Ossett to Dewsbury on that line being authorised and constructed, and so far as they apply to the line from Batley to Dewsbury on that line being authorised and constructed, are to be accepted in satisfaction of all claims to compensation for any injury to Crawshaw and Blakeley by the construction and use of the railways; but they are not to include such compensation as Crawshaw and Blakeley, their executors, administrators, or assigns, may be entitled to from the Company in respect of any other land which may be compulsorily taken from them, their executors, administrators, or assigns, or otherwise injuriously affected under the powers of this Act.

For protection of glebe lands belonging to the Duchy of Lancaster.

16. And whereas Her Majesty in right of Her Duchy of Lancaster is seised of or entitled to the advowson and right of presentation to the rectory of the parish of Crofton in the county of York: And whereas a portion of the glebe land situate in the said parish is No. 25 on the said deposited plans, and the same, or some portions thereof, will be required by the Company for the purposes of the railways: Therefore it shall be lawful for the chancellor for the time being of the said duchy, and the incumbent for the time being of the said rectory, to sell and convey to the Company, at the expense of the Company, the fee simple and inheritance of such portions as may be required by the Company of the said glebe land in consideration of a perpetual annual rentcharge of eight pounds per acre, and so in proportion for any part of an acre (which rentcharge the Company is hereby authorised and required to grant), to be issuing out of all and singular the lands, hereditaments, tolls, rates, property, and effects of the Company; and the said rentcharge shall be granted or conveyed to and held by the rector for the time being of the said rectory, and his successors for ever, and the grant or conveyance thereof shall contain all such powers of entry and

distress for the recovery of the said rentcharge and other provisions in respect thereof as the said chancellor and the council of the said duchy or their counsel shall advise, devise, or require; and such grant or conveyance shall be registered in the registry in the diocese in which the said rectory is situate, and enrolled in the court of the Duchy Chamber of Lancaster within six calendar months from the date thereof.

As to construction of works through glebe lands.

17. The Company in carrying their line of railway through the said glebe lands shall make and for ever thereafter maintain, in such place as shall be approved of by the surveyor-general of lands and woods of the said duchy for the time being, a bridge or arch of sufficient height and width to admit the passage of a loaded waggon under the said railway; and also make and for ever thereafter maintain a road on the northern side of the railway bank, and also a bridge across Oakenshaw Beck, and further shall secure a right of road to the tenant of the glebe as at present to pass underneath the Lancashire and Yorkshire Railway; and the said arch, road, and bridge shall in all respects be made and constructed of such height and materials, and be maintained in such manner, as shall be approved of by the surveyor-general of lands and woods or other surveyor for the time being of the said duchy.

Saving lands of Spalding and Bourn Railway Company.

18. Nothing contained in this Act or in the deposited plans and sections shall authorise the Company to enter upon or take any lands of the Spalding and Bourn Railway Company, or to interfere with the works of the said railway further or otherwise than may be necessary for the construction of the junction hereby authorised with the same railway.

Regulating inclination of certain roads.

19. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish or Township.	Description of Road.	Proposed Inclination.
158	Calverley -	Public highway -	1 in 15 on one side, and horizontal on the other.
93	Dewsbury -	Bridle road - -	1 in 8 on both sides.
128	Dewsbury -	Bridle road - -	1 in 8 on both sides.

Powers for compulsory purchases limited.

20. The powers of the Company for the compulsory purchase of lands for the purposes of this Act, exclusively of the two under-

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takings herein-before transferred to the Company, shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

21. If the railways hereby authorised 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 executing the said works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Securing completion of railways.

22. The provisions herein-before contained with respect to the completion by the Great Northern Railway Company of the two undertakings transferred to that company, and the payment of a daily penalty in default of such completion, and the application of the said penalty, shall apply to the railways the construction of which is herein-before authorised as fully and effectually as though the said provisions were repeated with respect to the said railways, and every of them.

Railways as to tolls, &c. to form part of original railway.

23. The Company may demand and take in respect of the railways hereby authorised the same tolls and charges as they are authorised to receive for and in respect of the Great Northern Railway as if they were part of such undertaking, and the said railways shall in all respects be deemed parts of the Great Northern Railway.

Notice to be given of taking houses of labouring classes.

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

Company may apply their funds towards purposes of Act, and may raise additional capital.

25. It shall be lawful for the Great Northern Railway Company to apply towards the construction of the works authorised by this Act any of the moneys which they are already authorised to raise, and which may not be required by them for the purposes for which the same were authorised to be raised, and the Company may for the same purposes from time to time raise in addition to the sums of money which they are already authorised to raise, and in addition also to the capital of the two companies herein-before dissolved, any further sums, not exceeding in the whole three hundred and twenty

thousand pounds, by the creation of new shares or stock in their undertaking, which shares or stock shall form part of the general capital of the Company.

Shares not to vest until one fifth paid up.

26. The Company shall not issue any share or stock created under the authority of this Act, nor shall any share or stock 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 or stock shall have been paid in respect thereof.

As to votes of proprietors of such shares.

27. The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares of the Company.

Power to borrow on mortgage.

28. The Company may from time to time under the powers of this Act borrow any additional sum of money, not exceeding one hundred and six thousand six hundred pounds, by mortgage of their undertaking, but no part of that sum shall be borrowed until the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional capital by this Act authorised to be raised by new shares or stock has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share or portion of stock in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Existing mortgages to have priority.

29. Provided always, that all mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the time of the passing thereof, shall during the continuance of such mortgages have priority over any mortgages to be granted by virtue of this Act.

Arrears may be enforced by appointment of a receiver.

30. The mortgagees of the Company under this Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of

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principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole.

Application of sums raised under this Act.

31. All and every part of the sums of money which the Company are by this Act authorised to raise by new shares, or on mortgage, shall be applied only to the purposes authorised by this Act.

Extending period for sale of superfluous lands.

32. The period limited for the sale of superfluous lands held by the Company is hereby extended for ten years from and after the passing of this Act, and it shall be lawful for the Company to hold the said lands for such additional period, and the Company shall, within ten years from the passing of this Act, absolutely sell and dispose of all the lands which have been acquired by them for their undertaking, and which are not or eventually may not be required for the undertaking or purposes of the Company.

Saving rights of the Crown and the Duchy of Lancaster.

33. Provided always, and be it enacted, that nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in or enjoyed by the Queen's most Excellent Majesty, her heirs and successors, as well in right of her Crown as in right of her Duchy of Lancaster.

Interest not to be paid on calls paid up.

34. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, 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 authorised to be raised: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

35. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

36. Nothing herein contained shall be deemed or construed to exempt the railways by this or the recited Acts authorised to be made 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges authorised to be taken by the Company, or of the rates for small parcels.

Expenses of Act.

37. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1871.