ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxliii.

An Act for authorizing the Construction of a Railway, to be called "The *Halifax and Ovenden Junction* Railway;" and for other Purposes.

[30th *June* 1864.]

WHEREAS the Construction of a Railway commencing by a Junction with the *Lancashire and Yorkshire* Railway at or near a Point Fifty Yards or thereabouts North of the northerly End of the covered Portion of the Passenger Station in the Borough of *Halifax*, used jointly by the *Lancashire and Yorkshire* Railway Company, the *Great Northern* Railway Company, and the *Leeds, Bradford, and Halifax Junction* Railway Company, and terminating at or near *Netherton Mill* in the Township of *Northowram* in the Parish of *Halifax*, and the Incorporation of a Company (in this Act called "the Company") for that Purpose would be a great public and local Advantage: And whereas it is expedient that the Company to be so incorporated, and the *Lancashire and Yorkshire* Railway Company, and the *Great Northern* Railway Company, and the *Leeds, Bradford, and Halifax Junction* Railway Company, should be empowered to enter into working and other Arrangements as provided by this Act: And whereas it is expedient to authorize the *Lancashire and Yorkshire* Railway Company (in this Act called "the *Lancashire* Company") and the *Great Northern* Railway Company (in

this Act called "the *Great Northern* Company") respectively to subscribe to and take Shares in the Undertaking, and for that Purpose to raise Monies by Shares and by borrowing: And whereas Plans and Sections of the proposed Railway, and a Book of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands which may be taken for the Purposes of the proposed Undertaking, were deposited with the Clerk of the Peace for the West Riding of the County of *York* on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-three: And whereas the Objects proposed to be attained by 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 for all Purposes be cited as "The *Halifax and Ovenden Junction* Railway Act, 1864."

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

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) and Part III. (relating to working Agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided always, that the Word "Company" in the Sections of "The Companies Clauses Consolidation Act, 1845," numbered from 6 to 64, both inclusive, and in the said Parts I. and II. of "The Companies Clauses Act, 1863," includes the *Lancashire* Company and the *Great Northern* Company respectively: Provided also, that the 88th Section of "The Companies Clauses Consolidation Act, 1845," "with respect to the Rotation of Directors," shall be applicable only to the Directors appointed by the general Shareholders of the Company as herein-after provided.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms.

4. The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression, in this Act and the Acts incor-

incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

5. *Edward Akroyd*, *Henry Ambler*, Sir *Francis Crossley* Baronet, *William Foster*, *Joseph Moxon Kirk*, 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 Purposes of this Act by the Name of "The *Halifax and Ovenden Junction* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes of this Act.

Capital.

6. The Capital of the Company shall be Ninety thousand Pounds in Shares of Ten Pounds each.

Calls.

7. Two Pounds and Ten Shillings a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and no greater Sum than Eight Pounds shall be called up in respect of any Share in any One Year.

Shares not to issue until One Fifth are paid up.

8. The Company shall not issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow on Mortgage.

9. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Thirty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Ninety thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and that for such Capital such Subscribers or their Assigns are legally liable; and the Certificate of such Justice shall be sufficient Evidence of such Proofs having been given.

Power to create a Debenture Stock.

10. Instead of borrowing the Money which the Company are by this Act authorized to borrow on Mortgage of their Undertaking, or for the Purpose of paying off any Sums for the Time being owing by the Company on Mortgage, the Company may create and issue a Debenture

Debenture Stock, not exceeding in the whole the Amount which the Company are for the Time being by virtue of this Act authorized to borrow on Mortgage, but such Debenture Stock shall not be created or issued until the Requisitions contained herein with respect to Capital and the Power of raising Money shall have been complied with.

Interest not to be paid on Calls paid up.

11. The Company shall not, out of any Money by this Act authorized 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: 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."

Deposit for future Bills not to be paid out of Capital or Loan.

12. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money 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 authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Receipt for Monies payable to Persons under Disability.

13. If any Money be payable to any Shareholder, being a Minor, Idiot, Lunatic, or *non compos mentis*, the Receipt of the Guardian of such Minor, or of the Committee of such Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for the same.

Application of Monies.

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

First Meeting.

15. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Number of Directors.

16. The Number of Directors shall, until the Railway be opened for public Traffic, be Fifteen, of whom Five shall be appointed by the Shareholders in the Company other than and except the *Lancashire* Company and the *reat Northern* Company (in this Act called "the general Shareholders"), and Five shall be appointed by the *Lancashire* Company, and Five by the *Great Northern* Company.

After opening of Railway the

17. Within Three Months after the opening of the Railway for public Traffic Two out of the Five Directors so appointed as aforesaid

said shall in each Case retire from Office, the Individuals to retire being determined by Ballot among such Directors unless they shall otherwise agree, and thereafter the Number of Directors of the Company shall be Nine. Number of Directors to be reduced.

18. The Qualification of a Director appointed by the general Shareholders shall be the Possession in his own Right of One hundred Shares in the Company. Qualification of Directors appointed by General Shareholders.

19. The Directors shall hold their Meetings at *Halifax*, and the Quorum of a Meeting of Directors shall be Three, provided that there be present at least One Director representing the general Shareholders, One Director representing the *Lancashire* Company, and One Director representing the *Great Northern* Company: Provided always, that in case a Quorum so composed shall not be assembled at any Meeting of the Directors, the Directors then present, provided there be Three, shall adjourn such Meeting for any Period not less than a Week, and Notice of such Adjournment shall be given by the Secretary to the Directors; and at the Meeting of the Directors in pursuance of such Notice, the Directors then present, provided there be Three, may proceed with Business, notwithstanding there be not present a Quorum composed as aforesaid. Place of Meetings and Quorum.

20. The First Directors of the Company shall be *Edward Akroyd*, *Henry Ambler*, Sir *Francis Crossley* Baronet, *William Foster*, and *Joseph Moxon Kirk*, and Five Directors of the *Lancashire* Company, to be appointed by that Company, and Five Directors of the *Great Northern* Company, to be appointed by that Company. First Directors.

21. The Directors appointed by this Act as representing the general Shareholders shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the general Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act as representing the general Shareholders, or any Number of them, or may elect a new Body of such 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. As to Election of Directors after passing of the Act.

22. The Chairman of the Company shall be annually selected in rotation from the Directors appointed by the general Shareholders, by the *Lancashire* Company, and by the *Great Northern* Company respectively, and the First Chairman shall be *Edward Akroyd* Esquire, a Director appointed by the general Shareholders: Provided, that if a Chairman die or resign, or become incapable of acting, the Vacancy shall be from Time to Time filled up by the Appointment of a Director representing Chairman of Directors.

representing the general Shareholders or the Company whose Representative such Chairman was immediately prior to such Vacancy; and such newly appointed Chairman shall remain in Office as long as the Chairman in whose Stead he shall have been appointed would have remained in Office had he not died, resigned, or become incapable of acting.

Provision in case of Chairman being absent from Meeting of Company or Directors.

23. If at any Meeting of the Company or of the Directors the Chairman be not present, the Directors present shall choose One of the Directors representing the general Shareholders, or the Company whose Representative such Chairman is, or, if no such Director be present, then One of the other Directors then present, to be Chairman of the Meeting.

Power to make Railways according to deposited Plans.

24. Subject to the Provisions of this Act, the Company may from Time to Time make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands shown on those Plans and described in the deposited Book of Reference, the Railway following, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a double Junction with the Railway of the *Lancashire and Yorkshire* Railway Company in the Township of *Halifax* in the Parish of *Halifax* in the West Riding of the County of *York*, or at or near a Point Fifty Yards or thereabouts North of the northerly End of the covered Portion of the Passenger Station in the Borough of *Halifax*, the Property of or used jointly by the *Lancashire and Yorkshire*, and *Great Northern*, and the *Leeds, Bradford, and Halifax Junction* Railway Companies, or some of them, and terminating at or near *Netherton Mill*, belonging to and in the Occupation of Mr. *Robert Midgley*, in the Township of *Northowram* in the said Parish of *Halifax*.

Inclination of certain Roads.

25. The Company may make the several Roads next herein-after mentioned, when altered for the Purposes of this Act, of any Inclination not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads.

No. on deposited Plan.	Township.	Description of Road.	Intended Inclination of Road.
59	Northowram -	Public Road - -	1 in 10
30	Ovenden -	Turnpike Road -	1 in 13

26. And

Provision as to making Tramway over the Property of E. Akroyd, Esq.

26. And whereas *Edward Akroyd* Esquire is or claims to be the Owner of a certain Property numbered on the deposited Plans 108 in the Township of *Northowram*, which will be intersected by the Railway, and Portions of which are proposed to be taken for the Purposes thereof: And whereas the said *Edward Akroyd* is desirous of having the Means of carrying a Tramway across the Railway to form a Communication between the Portions of the said Property so intersected: Therefore, when and so soon as the said *Edward Akroyd*, his Heirs or Assigns, shall be duly authorized to carry a Tramway over the public Road called *Old Lane* in the Township of *Northowram*, he and they shall have the Right of making and maintaining such Tramway over the Railway: Provided there be left a Height of not less than Sixteen Feet between the upper Surface of the Rails of the Railway and the Underside of the Bridge for carrying such Tramway over the Railway.

Provisions for the Protection of the Property of H. Akroyd Esquire.

27. In constructing the Railway through the Property numbered 112 on the deposited Plans in the Township of *Northowram*, the Company shall perform and observe the following Conditions and Restrictions:

A. The Railway shall be diverted Southwards, and shall be carried through such Property in or near the Course shown by the dotted Line marked upon a Plan, and signed in Duplicate by *George Wilson Stevenson* on behalf of the Company and by *Benjamin Witehead Jackson* on behalf of *Henry Akroyd* Esquire, who is or claims to be the Owner of such Property; and the northerly Face of the Cutting by which the Railway shall be carried through such Property shall at no Point be more than Ten Feet nor less than Five Feet from the Boundary Wall of the said Property:

B. The Company shall arch over the entire Length of the Railway where the same passes through the said Property, and such Arch shall be sufficiently strong to bear Traffic of any Description, but not Buildings, and shall at all Times be maintained in good Repair by the Company:

C. The Company shall form and complete with good Materials over the whole of the Land they shall purchase from the said *Henry Akroyd* a macadamized Road, with a Footway, Kerbstone, and Channel on the northerly Side thereof, between the Points on the said Plan marked A and B; and the said Road when formed and completed shall be added to and form Part of the public Road in the Township of *Northowram* called *Old Lane*, and until adopted by the Corporation

tion of *Halifax* or the Surveyors of Highways shall be maintained by the Company.

D. The Company shall place and maintain in good Repair and Condition underneath the Railway a Twelve-inch tubular Drain Pipe, and the said *Henry Akroyd*, his Heirs and Assigns, shall have the Right to drain into such Pipe, and also to place Iron Pipes for Drainage and for the Conveyance of Gas and Water over and across the Top of the Arch between the said Property and *Old Lane* aforesaid, provided such Right be exercised so as not to do any Damage to the Railway or the Works thereof.

Confirming Agreement between Three Provisional Directors of the Company and the Corporation of Halifax.

28. The Agreement between *Edward Akroyd*, *Henry Ambler*, and *Joseph Moxon Kirk*, for and on behalf of the Company, of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of *Halifax* of the other Part, bearing Date the Seventeenth Day of *June* One thousand eight hundred and sixty-four, and a Copy whereof is contained in the Schedule to this Act, is by this Act confirmed and made binding on the Company and the said Mayor, Aldermen, and Burgesses respectively, and shall be carried into effect by the Parties thereto accordingly.

Lands for extraordinary Purposes.

29. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased by Compulsion, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding Three Acres.

Period for Completion of Works.

30. The Railway shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as is then completed.

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

31. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, a Sum of Six thousand four hundred Pounds, being Eight *per Centum* on the Sum of Eighty thousand Pounds, the Amount of the Estimate of the Expense of the Railway by this Act authorized, has been deposited with the Court of Chancery in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends

Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened their 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 Sum so 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 *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the Sum so deposited shall have been executed by the Company, with One or more Surety or 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 the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the 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 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 and 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 to be taken.

32. The Company may demand and receive in respect of the Use of the Railway Tolls and Charges not exceeding the Tolls and Charges following; (that is to say,)

For every Passenger conveyed in a First-class Carriage by any Train, the Sum of One Penny and Four Fifths of a Penny *per* Mile:

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

For every Passenger conveyed in a Third-class Carriage by any such other Train (except Parliamentary Trains), the Sum of Nine Tenths of a Penny *per* Mile, and in Parliamentary Trains Three Farthings *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, Twopence and Two Fifths of a Penny *per* Mile:

For Cattle, the Sum of One Penny and One Fifth of a Penny *per* Head *per* Mile:

For Calves and Pigs, Sheep and small Animals, Three Fifths of a Penny *per* Mile:

For every Carriage, not being a Carriage adapted for travelling on a Railway and not weighing more than One Ton, conveyed on a Truck or Platform, Threepence and Three Fifths of a Penny *per* Mile; and a Sum of One Penny *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton beyond a Quarter of a Ton, which any such Carriage may weigh:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repairs of public Roads, Charcoal, Pig and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, and Salt, the Sum of One Penny and One Fifth of a Penny *per* Ton *per* Mile:

For

For all Coals, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Three Farthings *per* Ton *per* Mile for the whole Distance travelled; 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, and all other similar Descriptions of Wrought Iron, One Penny and Four Fifths of a Penny *per* Ton *per* Mile:

For Potatoes, Carrots, Turnips, Beet, and other such Vegetable Produce, Sugar, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Twopence and Two Fifths of a Penny *per* Ton *per* Mile:

For Corn and all other Grain, Malt, and Flour, the Sum of Twopence *per* Ton *per* Mile:

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Threepence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Threepence and Three Fifths of a Penny *per* Ton *per* Mile:

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

Maximum Rates of Charges.

33. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the 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, except Government Duty, shall not exceed the following Sums; (that is to say,)

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

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

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

For Cattle, Goods, &c.

34. And with respect to the Conveyance of Goods, the maximum Rates of Charge to be made by the Company for the Conveyance thereof

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 at any Terminal Station of the Company, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Threepence and Three Fifths of a Penny *per* Mile:

For Cattle, the Sum of Twopence and Two Fifths of a Penny *per* Head *per* Mile:

For Calves and Pigs, One Penny and One Fifth of a Penny each *per* Mile:

For Sheep and small Animals, Nine Tenths of a Penny each *per* Mile:

For every Carriage, not being a Carriage adapted for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform, Fourpence and Four Fifths of a Penny *per* Mile; and a Sum of One Penny Farthing *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

For all Coal, Cannel, Culm, Coke, and Cinders, the Sum of One Penny and One Eighth of a Penny *per* Ton *per* Mile for the whole Distance travelled:

For all Slack, One Penny *per* Ton *per* Mile for the whole Distance travelled:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Stone for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, the Sum of One Penny and Four Fifths of a Penny *per* Ton *per* Mile:

For Iron not damageable, One Penny and One Fifth of a Penny *per* Ton *per* Mile:

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny and Four Fifths of a Penny *per* Ton *per* Mile:

For Sugar, Hides, Dyewood, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Threepence *per* Ton *per* Mile:

For Potatoes, Carrots, Turnips, Beet, and other such Vegetable Produce, and for Corn and all other Grain, Malt, and Flour, the Sum of Twopence Halfpenny *per* Ton *per* Mile:

For Cotton and other Wools and manufactured Goods the Sum of Threepence and Three Fifths of a Penny *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, Fourpence and One Fifth of a Penny *per* Ton *per* Mile.

Company not compellable to provide Waggons, &c.

35. The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but when such Waggons or Carriages are not provided by the Company a Deduction of One Eighth of a Penny *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.

Tolls for small Parcels and single Articles of great Weight.

36. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels not exceeding Seven Pounds in Weight, Threepence, whatsoever the Distance:

For the Carriage of small Parcels exceeding Seven but not exceeding Fourteen Pounds in Weight, Fivepence, whatsoever the Distance:

For every Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence, whatsoever the Distance:

For every Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence, whatsoever the Distance:

For Parcels exceeding Fifty-six Pounds and not exceeding One Hundredweight, Two Shillings; and the Company may demand any Sum not exceeding Ninepence for every Hundredweight beyond One Hundredweight up to Five Hundredweight:

Provided always, that Articles sent in large aggregate Quantities, although made up as 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, Piece of Machinery, Timber, Stone, or other single Article, the Weight of which, including

including the Carriage, shall exceed Four Tons, the Company may demand such Sum as they think fit.

Regulations as to Tolls.

37. The following Regulations shall apply to the fixing of Tolls:

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 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.

Terminal Stations.

38. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Restriction as to Charges not to apply to Special Trains.

39. The Limits herein-before fixed as to the Charges to be made for Passengers shall not extend to any Special or Extra 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.

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

Passengers Luggage.

41. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty 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.

42. The

Power to enter into Traffic Arrangements.

42. The Company on the one Part and the *Lancashire* Company and the *Great Northern* Company, and the *Leeds, Bradford, and Halifax Junction* Railway Company, or any One or more of them, on the other Part, may, subject to the Provisions and Restrictions contained in Part III. (relating to working Agreements) of "The Railways Clauses Act, 1863," from Time to Time enter into and carry into effect Contracts or Agreements for or in respect to the following Objects and Purposes:

First, the Maintenance and Management of the Railway and the Works and Conveniences connected therewith:

Second, the Use and working of such Railway, Works, and Conveniences, and the Conveyance of Traffic thereon:

Third, the Supply of Rolling Stock and of Machinery, and of Officers and Servants, for the Purposes of such Railway, Works, and Conveniences:

Fourth, the running over, working, or using by the Company of the Railway, Stations, Works, and Conveniences of the *Lancashire* Company, and of the *Great Northern* Company, and of the *Leeds, Bradford, and Halifax Junction* Railway Company, or any of them:

Fifth, the fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic.

Differences to be settled by Arbitration.

43. If any Difference shall arise between the Company and the *Lancashire* Company and the *Great Northern* Company, or either of them, or between the *Lancashire* Company and the *Great Northern* Company, or between the Directors representing the Three Companies respectively in reference to the Railway, or upon any Question connected therewith or incidental thereto, every such Difference shall from Time to Time, as the same shall arise, be referred to a sole Arbitrator; and any One of the Parties to such Difference may give Notice in Writing to the other Party or Parties to such Difference, stating the Matters in difference, and requiring their Concurrence in the Appointment of a sole Arbitrator; and if within One Month thereafter all the Parties to such Difference do not concur in the Appointment of a sole Arbitrator, the Matters in difference shall be referred to a sole Arbitrator to be appointed on the Application of any One of the Parties to such Difference by the Board of Trade.

Decisions of Arbitrator to be binding.

44. The Decision of the Arbitrator shall be binding with respect to the Matters referred to him; and the Arbitrator for the Time being

being shall, on the Request of any of the Parties, review any previous Decision which may have been come to, but so that such Revision shall have a prospective Operation only, and shall not affect any Matter or Thing done or suffered under the Decision so reviewed: Provided, nevertheless, that the Board of Trade shall, upon the Representation of any of the Parties, have Power to remove such Arbitrator, and appoint a new Arbitrator in his Stead.

Power to Lancashire Company and Great Northern Company to raise additional Monies.

45. The *Lancashire* Company and the *Great Northern* Company respectively may at any Time and from Time to Time, by an Order of any General or Special General Meeting of the Company, raise such Sums of Money as they shall from Time to Time deem expedient, not exceeding in the whole the Sum of Thirty thousand Pounds in the Case of either Company, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament.

One Fifth Part of the Shares to be paid on Issue.

46. Neither Company shall issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Such additional Monies may be raised by Preference Shares.

47. For the Purpose of raising such Sums of Money the *Lancashire* Company and the *Great Northern* Company respectively may, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting of such Company, when due Notice for that Purpose shall have been given, issue such and so many distinct Shares of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and on such Conditions, and with such Preference or Priority of Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, and either redeemable or not, and generally on such Terms as by the Order of any such Meeting of such Company shall be determined: Provided always, that, except as by this Act is otherwise specially provided, all new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount thereof from Time to Time held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of voting, as the like Amount of existing Ordinary Share or Stock of the Company issuing such Shares.

As to Dividens, &c. for First

48. If in the First Half of any Year commencing on the First Day of *January* there be Profits applicable to the Purposes of Dividend

Dividend upon the Ordinary Shares or Stock of the *Lancashire* Company or of the *Great Northern* Company, as the Case may be, after satisfying the Dividend and Arrears of Dividend (if any) due upon any other Preference Shares or Stock of such Company previously created and issued, and also the Dividend for such Half Year on the Preference Shares or Stock to be created under the Powers of this Act, it shall be lawful for that Company to declare a Dividend for such Half Year on such Ordinary Shares or Stock. Half of a Year.

49. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the *Lancashire* Company or the *Great Northern* Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company so authorized may, if they think fit, raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares. Power to raise Capital under any other Act of this Session, and this Act, by new Shares of One Class.

50. Provided, That Twenty Pounds *per Centum* on the nominal Amount of each of such new Shares shall be the greatest Amount of any One Call which the Directors of the *Lancashire* Company or the *Great Northern* Company may make on the Shareholders in respect of the Money by this Act authorized to be raised by those Companies respectively, and Two Months at the least shall be the Interval between successive Calls; and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the Amount of such Share. Calls.

51. All and every Part of the Money to be raised under this Act by the *Lancashire* Company or the *Great Northern* Company shall be applied to the Purposes of this Act, and to no other Purpose. Application of Monies.

52. It shall be lawful for the *Lancashire* Company and *Great Northern* Company respectively from Time to Time to subscribe towards and become Shareholders in the Undertakings hereby authorized to any Extent not exceeding in the whole Thirty thousand Pounds; and the *Lancashire* Company and the *Great Northern* Company respectively may, with the Authority of Three Fifths of their Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Power to Lancashire and Great Northern Companies to subscribe, and to apply their Funds for that Purpose.

Act authorized to raise; and the *Lancashire* Company and *Great Northern* Company respectively shall, in respect of the said Sums to be subscribed, and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings, which shall be regulated by the special Provisions herein-after contained), and be subject to all the Obligations and Liabilities of Proprietors of Shares in the Company: Provided always, that it shall not be lawful for the *Lancashire* Company and the *Great Northern* Company to transfer any of the Shares in the Company held by them, in respect whereof further Capital shall have been raised by them under this Act.

As to Appointment of Directors by the Lancashire and and the Great Northern Companies respectively.

53. Every Appointment of Directors by the *Lancashire* Company and the *Great Northern* Company respectively shall be made in Writing under the Seal of the Company making the Appointment, and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed, and every Director so appointed shall enter upon Office immediately upon his Appointment, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die or resign, and need not be a Shareholder in the Undertaking hereby authorized; but the Neglect of such Company to appoint Directors shall not invalidate the Acts of the Directors of the Company.

Provisions with respect to such Directors.

54. Provided, That no Person shall be appointed a Director of the Company by the *Lancashire* Company or by the *Great Northern* Company who is not a Director of the *Lancashire* Company or of the *Great Northern* Company, as the Case may be; and if any Director appointed by either the *Lancashire* Company or by the *Great Northern* Company shall die or resign, or cease to act as a Director of the Company which shall have appointed him, or become incompetent to act as such Director, such Company may in his Stead appoint another Director.

As to Votes at General Meetings.

55. The *Lancashire* Company and the *Great Northern* Company respectively, if they subscribe as aforesaid, may, by Writing under the Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and every such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the Company by whom he shall have been appointed: Provided always, that the Directors or any of them appointed by the *Lancashire* Company and *Great Northern* Company respectively shall be capable of being appointed by such Company to attend any Meeting of the Company;

Company; and in the event of no special Appointment by such Company being produced at any such Meeting, the Directors or Director present at such Meeting shall be deemed to hold such Appointment; and in the event of there not being any Director or other Representative of such Company present at any such Meeting, they may exercise the Rights, Powers, and Privileges of voting at such Meeting by Proxy, in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845": Provided always, that the *Lancashire* Company and the *Great Northern* Company shall not be entitled to vote at any Meeting of the Company in regard to the Election of Directors, nor shall any of their Directors be entitled to vote at the Election of any Director to fill up any Vacancy which may occur among any of the other Directors of the Company.

Provision as to General Railway Acts.

56. 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 Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, by this Act authorized.

Lands of the Lancashire and Yorkshire Company not to be taken, nor their Railway interfered with, except for the Purpose of forming Junctions therewith.

57. The Company or any Person in the Execution of this Act shall not in any Manner, either permanently or temporarily, enter upon, take, or use any of the Lands or Property of the *Lancashire and Yorkshire* Railway Company, or in any Manner alter, vary, or interfere with their Railway, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of forming Junctions therewith respectively as shown on the said Plans and Sections, in accordance with the Provisions of this Act, or as may be otherwise mutually agreed upon between and by the Company and the *Lancashire and Yorkshire* Company under the Provisions of this Act; and in constructing the said Railway hereby authorized no Deviation North-west of the centre Line shown on the said Plans shall be made, except with the Consent in Writing of the *Lancashire and Yorkshire* Railway Company under their Common Seal first had and obtained.

Saving Rights of Lancashire and Great Northern Companies.

58. Except as by this Act expressly provided, nothing in this Act shall prejudice or affect the Property, Powers, and Privileges of the *Lancashire* Company, or of the *Great Northern* Company, or of the *Leeds, Bradford, and Halifax* Company.

59. All

Expenses of Act.

59. All the Costs, Charges, and Expenses of and attending the Application for and passing of this Act, or incidental thereto, shall be paid by the Company.

SCHE-

SCHEDULE referred to in the foregoing Act.

AN Agreement entered into this Seventeenth Day of June One thousand eight hundred and sixty-four, between Edward Akroyd, of Bank Field in Halifax in the County of York, Esquire, Henry Ambler, of the Grange in Ovenden in the said County, Esquire, and Joseph Moxon Kirk, of Woodside in Halifax aforesaid, Esquire, Three of the Provisional Directors of the proposed Halifax and Ovenden Junction Railway Company (herein-after referred to as "the Company"), of the one Part, and the Mayor, Aldermen, and Burgesses of the Borough of Halifax, in their Capacity of Local Board of Health for the District of that Borough, of the other Part: Whereas the said Mayor, Aldermen, and Burgesses, acting as the Local Board of Health, intend to form a Road communicating between Park Road in the Township of Northowram, and a Point at or near Lower Wade Street in the Township of Halifax, all within the Borough of Halifax: Now it is hereby agreed between the Company and the Local Board as follows: The Company shall, if required by the Local Board by Notice under their Corporate Seal, given to the Company within Two Months from the Receipt by the Local Board from the Company of a Notice in Writing fixing the Course and Level of the Railway, so construct their Railway as to provide for a Road of the Width of Thirty-six Feet, passing either under or over the Railway as the Local Board shall by the Notice to be given by them decide such Bridge to be, at any Point which the Local Board in such Notice shall determine, upon Lands in the Township of Northowram between the Second and Fourth Furlong of the First Mile of the Railway as shown on the deposited Plans; and in the event of the Local Board electing to carry such Road underneath the Railway, the necessary Works shall be executed by the Company, and any additional Cost incurred by the Company in the Construction of a Bridge, Archway, or other open Communication in lieu of Earthwork for the Purpose of allowing such Road to pass underneath the Railway shall be paid to the Company by the Local Board; and in case the Local Board decide to carry such Road over the Railway the Company shall, concurrently with the Construction of the Railway, construct a Bridge and Approaches thereto, at the Expense of the Local Board, upon Plans to be mutually agreed upon between the Parties; and the Local Board shall for ever after the Construction of such open Communication, Bridge, and Approaches (if over the Railway), repair, maintain, and renew the same at their own Expense, and (if under the Railway) shall pay to the Company One Half of the annual Expense incurred by the Company in the Repair, Maintenance, and Renewal thereof; and in case the Local Board shall make default therein, the Company may do the necessary Repairs, Maintenance, or Renewals, and the Expense incurred by the Company shall be recoverable from the Local Board as Damages are by the intended Halifax and Ovenden Junction Railway Act, 1864, recoverable: Provided always, that the Levels of the said Railway, as

defined in the Notice given by the Company to the Local Board, shall not be altered or interfered with by reason of such Works: Provided also, that in case any Difference shall at any Time arise as to the Amount which shall from Time to Time be payable by the Local Board to the Company in respect of the Cost of Construction, Maintenance, Repair, or Renewal of any such Bridge and the Approaches thereto, Archway, or other open Communication, such Difference shall be decided from Time to Time by an Engineer to be agreed upon by the Company and the Local Board, or, failing such Agreement, by an Engineer to be appointed from Time to Time, on the Application of either Party, by the Board of Trade. As witness the Hands of the said Edward Akroyd, Henry Ambler, and Joseph Moxon Kirk, and the Seal of the said Local Board, the Day and Year first before written.

Edward Akroyd.
Henry Ambler.
Joseph Moxon Kirk.

Signed by the above-named Edward Akroyd and Joseph Moxon Kirk in the Presence of

Edmund Minson Wavell,
Solicitor, Halifax.

Signed by the above-named Henry Ambler in the Presence of

Austin Roberts,
Clerk to Messrs. Wavell, Philbrick, and Foster,
Solicitors, Halifax.

W. I. Holdworth,
Mayor.

The Corporate Seal of the Borough of Halifax.

The Corporate Seal of the Borough of Halifax, and the Signature of William Irving Holdworth, Esquire, Mayor of the said Borough, were respectively affixed hereto at a Meeting of the Council of the said Borough, holden on the Seventeenth Day of June One thousand eight hundred and sixty-four, in the Presence of

James Edward Norris,
Town Clerk of the Borough of Halifax,

Keighley Walton,
Clerk to Messieurs Wavell, Philbrick, and Foster.

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