ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cclxvii.

An Act for making a new Railway Station at *Leeds* in the County of *York*, and for other Purposes.

[5th *July* 1865.]

WHEREAS the making of a new Railway Station on the South-east Side of the *Wellington* Station of the *Midland* Railway Company at *Leeds*, with Lines of Railway to connect such new Station with existing and proposed Railways there, would be of great public Advantage, and it is expedient that the *North-eastern* Railway Company and the *London and North-western* Railway Company (in this Act called "the Companies") should be authorized to make such new Station and connecting Lines of Railway, and raise further Sums of Money for those Purposes, and that they and the *Midland* Railway Company (in this Act called "the *Midland* Company") should be empowered to enter into the Arrangements herein-after authorized, and that further Powers should be granted to those Companies respectively; but these Objects 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, in manner following; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose whatever as "The *Leeds* New Railway Station Act, 1865."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," so far as the same are not expressly altered or otherwise provided for by this Act, shall apply to the Station and Works by this Act authorized to be made, and shall be incorporated with and form Part of this Act.

Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

With respect to the Construction of the Act and of other Acts to be incorporated therewith;

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock;

With respect to the Powers of the Directors, and the Powers of the Company to be exercised only in General Meeting;

With respect to the Proceedings and Liabilities of the Directors;

With respect to the Duties of Auditors;

With respect to the Accountability of the Officers of the Company;

With respect to the keeping of Accounts and the Right of Inspection thereof by the Shareholders;

With respect to the making of Byelaws;

With respect to the Settlement of Disputes by Arbitration;

With respect to the giving of Notices;

With respect to the Recovery of Damages not specially provided for, and Penalties; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Parts I. and II. of "The Companies Clauses Act, 1863,"

shall,

shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act, and apply to the Companies respectively and the Shareholders thereof respectively, and to the Share and borrowed Capital authorized and Notices required by this Act, and to the several other Matters and Things relating thereto respectively provided for by such Clauses and Provisions respectively.

Interpretation of Terms.

4. The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts 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; and the Expression "the Companies," when used in this Act, means the *North-eastern* Railway Company and the *London and North-western* Railway Company, or either of them.

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

5. The several other Words and Expressions to which in the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by or repugnant to the Subject or Context; provided that the Expression "the Company," when used in those Acts, shall mean the *North-eastern* Railway Company and the *London and North-western* Railway Company, and also, where necessary, both or either of those Companies separately.

Power to apply Money raised under existing or future Acts to the Purposes of this Act.

6. Each of the Companies may appropriate and apply to the Purposes of this Act any of the Monies which under and by virtue of their existing Acts or of any other Act of the present Session of Parliament they have raised or are or may be authorized to raise, and which shall not be wanted for the Purposes of those Acts.

Each Company may raise additional Capital by new Shares or Stock.

7. Each of the Companies may raise for the Purposes of this Act, by the Creation and Issue of new Shares or Stock, any Sum not exceeding One hundred thousand Pounds, in addition to and if thought fit along with any Sum they are authorized by any other Act to raise, and which has not been raised; and such new Shares or Stock may be created and issued either wholly or partly as Ordinary Shares or Stock, or wholly or partly as Preferential Shares or Stock, as the Company raising the same shall think fit, and either alone or together with any other Monies or Capital which that Company may be then authorized so to raise; and every Part of the Monies so to be raised by each of the Companies shall be applied only to the Purposes of this Act: Provided always, that none of such new Shares or Stock shall be issued by either of the Companies, or shall vest in the Person accepting the same, until Twenty *per Cent.*

Cent. at the least on the nominal Amount thereof shall have been paid up in respect thereof.

Rights of new Shares or Stock.

8. Except as by or under the Provisions of this Act otherwise provided, the new Shares or Stock issued by each of the Companies respectively 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 Shares or Stock of the Companies respectively.

New Shares or Stock of each Company may rank pari passu with others, if so determined, and the Dividends be charged against net Revenue.

9. Each of the Companies may, by Resolution at the Meeting creating any of the new Shares or Stock by this Act authorized, determine that such new Shares or Stock shall rank *pari passu* with any other Shares or Stock created at that Meeting or subsequently, and also, if so determined, with any other Shares or Stock which shall have been created and issued subject to such a Contingency, and the Dividends thereon shall be payable accordingly, and shall be a Charge upon and payable out of the net Revenue of the Company creating such Shares or Stock.

New Shares or Stock may be created, subject to Redemption.

10. Each of the Companies may, by Resolution, at the Meeting creating any of the new Shares or Stock by this Act authorized, attach thereto a Condition that the same may be redeemed on the Terms then determined, and for the Purpose of such Redemption each of the Companies may from Time to Time create and issue new Shares or Stock to an Amount not exceeding the aggregate Amount of the Shares or Stock proposed to be redeemed; provided that each of the Companies may, subject to the Provisions of this Act, attach to the new Shares or Stock to be created for such Redemption any Rights or Privileges which by this Act they may attach to the Shares or Stock for which such new Shares or Stock are to be substituted, but so that the Dividend payable in respect thereof shall, in case such new Shares or Stock are made preferential, not exceed Four Pounds Ten Shillings *per Centum per Annum*.

Power to borrow.

11. Each of the Companies from Time to Time may raise by borrowing on Mortgage any Sums not exceeding in the whole Thirty-three thousand Pounds, in addition to the Sums which they are authorized to borrow under any existing Acts of Parliament; but no Part of those Sums shall be borrowed until the whole of the Capital by this Act authorized to be raised by the Company desirous of borrowing shall have been subscribed for, and One Half thereof shall have been paid up, and the Company borrowing shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies

panies Clauses Consolidation Act, 1845," before he so certifies, that the said Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, and that all the Shares or Stock for the same have been issued, and that Twenty *per Cent.* at least has been paid on each separate Share or Portion of Stock, and that One Half of such Capital has been actually paid up; and such Justice shall grant his Certificate accordingly, upon such Evidence as he shall think sufficient, which Certificate shall be sufficient Evidence that the Matters aforesaid have been duly proved; and every Part of the Monies to be raised under this Act by borrowing shall be applied only in carrying into execution the Powers of this Act.

Saving Rights of existing Mortgages.

12. All Mortgages created by either of the Companies under the Powers of any of their existing Acts of Parliament, and which shall be subsisting at the passing of this Act, shall have Priority over all Mortgages to be created by them under the Powers of this Act.

Power to make Station and Works.

13. And whereas Plans and Sections of the Station, Lines of Railway, and Works by this Act authorized to be made, and of the Lands on or through which the same are intended to be made, with a Book of Reference to those Plans, were in the Month of *November* One thousand eight hundred and sixty-four deposited with the Clerk of the Peace for the West Riding of the County of *York*: Therefore, subject to the Provisions in this Act and in the Acts incorporated herewith contained, the Companies may enter upon, purchase, take, and use all or any of the Lands shown on the deposited Plans and described in the deposited Book of Reference, and may make and maintain in or upon those Lands the Station and Lines of Railway herein-after mentioned, with all proper Works, Conveniences, and Approaches connected therewith, in the Lines and in accordance with the Levels shown on and by the deposited Plans and Sections; (that is to say,)

A Railway Station on the South-east Side of and adjoining or near to the *Wellington* Station of the *Midland* Company in *Leeds*, and South of and adjoining or near to the Street called *Mill Hill* or *Swinegate* in *Leeds*:

And a Railway extending from the said Street called *Mill Hill* or *Swinegate* to a Junction with the *Midland* Railway near the Bridge carrying that Railway across the *Leeds and Liverpool* Canal, which intended Station, Railway, and Works will be wholly in the Townships of *Leeds* and *Holbeck* and Parish of *Leeds* in the West Riding of the County of *York*:

And the said intended Station and Railway, and the Works connected therewith respectively, shall, so far as relates to the Share or Interest of each of the Companies therein, for the Purposes of Tolls

and Charges, and for all other Purposes, become and be Part of the Undertaking of that Company: Provided that the Companies shall not, except with the Consent of the *Midland* Company under their Common Seal, take, use, or interfere with any of the Works, Lands, or Property of the *Midland* Company, except in conformity with the Provisions of the Heads of Arrangement scheduled to this Act.

Powers for compulsory Purchases limited.

14. The Powers for the compulsory Purchase or taking of Lands for the Purposes or Objects of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Lands for extraordinary Purposes.

15. The Companies from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceeding Three Acres.

Railway to be carried over the River Aire on Piers.

16. The Railway and Works shall be carried over the River *Aire* upon Piers placed as nearly as practicable in a Line (so far as such Piers shall respectively extend down the River) with the Piers carrying the *Midland* Railway over that River.

Protecting the Flow of Water in the River Aire and other Streams.

17. In constructing the Railway the Companies shall not in any way interfere with the River *Aire*, or with any Stream or Watercourse falling into or supplying that River, or any Mill Stream or Goit, so as to diminish the Flow or Quantity of Water along the same respectively, or prevent the Outfall of such Water at the present Places and Levels thereof respectively.

Protection of King's Mill Goit and Weir.

18. The Railway shall be carried over the *King's Mill* Goit numbered 18 on the deposited Plans in the Parish of *Leeds* by a Bridge or Arch of such Width or Span and Height as not to contract the present Width of the Goit, or impede the Flow of Water along the same, and the Dam or Weir between the said Goit and the Bye-channel numbered 31 on the said Plans shall not be interfered with in any Manner whatsoever, and the Railway and Works shall be carried over the said Bye-channel below the said Dam by a Bridge with not more than One Pier to support the same, placed as nearly as may be down the Mid Stream at the Point of Crossing.

Road to be formed between Neville Street and Little Neville Street.

19. In lieu of the existing Communication by *Sandford Street* between *Little Neville Street* and *Neville Street*, the Companies shall form and open out for the Public a Roadway Ten Yards wide throughout the entire Length thereof between *Neville Street* and *Little Neville Street*, parallel to and immediately South of the Line of the proposed Railway Works there as completed.

20. The

Sandford Street and other Roads to be kept open, but may be covered over.

20. The Street called *Sandford Street* and the Ford and Cart Road and Foot Bridge over the River *Aire*, and the private Foot and Cart Road numbered respectively 145, 187, 188, and 208 on the deposited Plans in the Parish of *Leeds*, shall not be stopped up or diverted, but the Companies may arch or cover over the same respectively, and construct and maintain the Railway and Works above the Arches or other Covering; provided that in constructing such Arches or Covering, the Companies shall form the same with open Spaces therein for the Admission of Light to the Roadway below, and shall protect those open Spaces by Iron Gratings above the same.

Construction of Bridge over Neville Street.

21. The Railway shall be carried over *Neville Street* by a Bridge of the Dimensions and constructed in other respects as herein-after specified; namely,

The Bridge shall be of not less than Sixty Feet Span, and shall not be carried or built North of the South Frontage Line of *Sandford Street*, and a Row of Skylights shall be introduced and maintained in the Bridge at every Ten Yards in the Length thereof, and as many Gas Lamps shall be placed on the Roadway under the Bridge as in the Opinion of the Lamp Committee for the Time being of the Corporation of the Borough of *Leeds* shall be requisite for enabling them to light that Roadway there:

The minimum clear Height in any Part of the Bridge shall be Twenty Feet above the Surface of the Road thereunder:

The Parapets of the Bridge shall be constructed and maintained to such Height above the Surface Rails of the Railway as shall be previously fixed by the Mayor of *Leeds* for the Time being:

The Bridge shall, so far as practicable, be made and for ever thereafter maintained Water-tight and free from Droppings of Water on to the Roadway below:

The Faces of the Bridge Piers shall be constructed according to a Design to be previously approved of by the Mayor of *Leeds* for the Time being, and so formed as to prevent as far as practicable the Deposit of Filth or the Commission of any Nuisance in front thereof.

Noise from Use of Railway to be prevented where practicable.

22. The Rails of the Railway from *Mill Hill* or *Swinegate* to where it enters the intended new Station shall be so laid and maintained as to prevent, as far as practicable, the rattling Noise of passing Trains, including, if found proper or efficient, the laying of the Line upon India Rubber or other suitable Substance for the Prevention of Noise, and the Engine Drivers and Servants of the Companies shall conduct the Trains along the said Portion of the Railway, so far as practicable, by Signals instead of whistling, except

except in Cases of Necessity, or where the Board of Trade may otherwise direct; and any Question which may arise as to whether the said Portion of the Railway is laid and maintained as herein prescribed shall be referred to and decided by an Arbitrator to be from Time to Time appointed by the President for the Time being of the Institution of Civil Engineers, on the Application of the Companies or of the Mayor of *Leeds* for the Time being.

Buildings made unsightly to be restored.

23. Where any Building shall be cut through, interfered with, or damaged so as to be unsightly, the Portion thereof (if any) retained by the Companies as a Building shall be restored or altered so as to present a neat and substantial Appearance to the Satisfaction of the Surveyor for the Time being of the Corporation.

Neville Street to be widened, and continued Northwards, if required by the Corporation of Leeds.

24. In case the Corporation of *Leeds* require *Neville Street* to be widened and continued Northwards through to *Bishopgate Street* on a Line curving to the North-west from the South-western Corner of the Property numbered 85 to the North-western Corner of the Property numbered 57 on the deposited Plans, and thereof give Notice in Writing to the Companies not less than Two Months before the Expiration of the Period by this Act limited for the compulsory Purchase of Lands, the Companies shall purchase and acquire such of the Properties (if any) shown on the deposited Plans as may be necessary for that Purpose, and as shall not then have been purchased and taken by them, and shall do all Acts which may be necessary on their Part for enabling the Corporation to make such Continuation of *Neville Street*, and for dedicating to the Public the Land required for the Purpose, including, if so required by the Corporation, the vesting of those Lands in the Corporation; provided that the Corporation shall, on giving such Notice, secure to the Satisfaction of the Companies, and previous to any such Dedication repay to them, the Cost Price to the Companies of the Lands and Properties required for the aforesaid Purpose, and of any other Lands or Property which the Companies may in consequence thereof be required by the Owners of such other Lands or Property to purchase and take, together with all Expenses incurred by the Companies incident to the Purchase, taking, Conveyance, and Dedication of such Lands; provided also, that in case the Companies retain for their Purposes any Portion of the purchased Properties on the West Side of the said curved Line, the Corporation shall only be bound to pay to the Companies in respect of the Part of those Properties to be thrown into the Street such proportionate Part of the Cost Price and Expenses incident to the Purchase, taking, and Conveyance of the whole of each of those respective Properties as the Portion thereof respectively to be thrown into the Street bears to the whole of each respective Property.

25. If

Railway may join the Midland Railway either North or South of Leeds and Liverpool Canal, as may be agreed with the Midland Company.

25. If so agreed between the Companies and the *Midland* Company, the Railway may join the *Midland* Railway at some Point on the North Side of the *Leeds and Liverpool* Canal, and within the Limits of Deviation shown on the deposited Plans, instead of on the South Side of that Canal; or the existing Bridge by which the *Midland* Railway is carried over the said Canal may, if so agreed with the *Midland* Company, be widened, and the Railway carried across the Canal by means thereof to some Point of Junction with the *Midland* Railway on the South Side of the Canal within the Limits of Deviation.

Bridge over Leeds and Liverpool Canal, Construction of.

26. The Bridge for carrying the Railway over the *Leeds and Liverpool* Canal and the Towing-path thereof numbered 7 in the Township of *Holbeck* on the deposited Plans shall (in case the Railway is not carried over the Canal by widening the present *Midland* Railway Bridge across it) be constructed over the Canal at some Point to be agreed upon between the respective Engineers for the Time being of the Companies and of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "the Canal Company"), or failing such Agreement then to be fixed by an Umpire to be appointed by those Engineers in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Appointment of an Umpire between Arbitrators appointed under the Provisions of that Act with respect to the Settlement of Disputes by Arbitration, and such Bridge shall be constructed in a good and substantial Manner so as to span the entire Width of the Canal and the Towing-path thereof, and shall be supported by perpendicular Foundation Walls at either End of the Bridge, the Underside of the Key Stone or Arch of the Bridge, or of the Beams or Girders thereof, for the whole Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the Canal, and the Space between the Piers of the Bridge (except so much thereof as shall be occupied by the Towing-path of the Canal) shall, after the Bridge has been completed, from Time to Time and at all Times thereafter (except during the necessary Repairs of the Bridge, or the Erection of any future Bridge in lieu thereof), be left and preserved an open uninterrupted navigable Waterway.

Construction of Railway and Works over the Canal Basin and other Property of the Leeds and Liverpool Canal Company.

27. The Railway and Station by this Act authorized shall be carried over and above the Canal Basin and other Works and Property of the Canal Company situate between the East Side of the private Road numbered 213 and the West Side of the Road numbered 188 in the Township of *Leeds* on the deposited Plans by means of Arches or Girders supported on Piers or Pillars, so as to leave the said Canal Basin and other Works and Property, as far as may be, accessible and open for Use at all Times, the Position of

which Piers or Pillars, and the Heights of which Arches or Girders, and all other Details of an Engineering Character connected therewith or affecting the said Portion of the Property and Works of the Canal Company, shall be agreed upon between the respective Engineers for the Time being of the Companies and the Canal Company, or failing such Agreement shall be determined by an Umpire to be appointed by those Engineers in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Appointment of an Umpire between Arbitrators appointed under the Provisions of that Act with respect to the Settlement of Disputes by Arbitration, and the Companies shall not purchase or take compulsorily any more of the said Portion of the Property of the Canal Company than shall be necessary for the Sites of the said Piers and Pillars, with the Right to make and from Time to Time to repair and maintain the said Arches or Girders over the said Canal Basin and other Works and Property of the Canal Company, and to construct, repair, maintain, and use in perpetuity the Railway and Works by this Act authorized upon, over, and above those Arches and Girders.

Damages to Leeds and Liverpool Canal to be made good.

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

Navigation of the Leeds and Liverpool Canal not be obstructed.

29. In case by reason or in the Execution of the Bridge and Works by this Act authorized the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then the Companies shall pay to the Canal Company as or by way of ascertained Damages the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion for any less Time than One Day; and in default of Payment of the said Sum, on Demand being made on the Secretary of the Companies, any Two or more of Her Majesty's Justices of the Peace for the West Riding of the County of *York* are hereby empowered, on Application to them made by the Canal Company, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals, to cause the Amount of such Sum or Sums of Money to be levied

levied by Distress and Sale of any Goods and Chattels of the Companies, and to be paid to the Canal Company or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any), on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining the Matter in dispute, to the Secretary of the Companies, for the Use of the Companies; otherwise the Canal Company may sue for and recover the same, together with Costs of Suit, against the Companies, in any Court of competent Jurisdiction.

Railway Companies to be liable for special Damage.

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

Bridge to be kept in good Repair.

31. The Companies shall (unless and until the said Railway where it crosses the Property of the Canal Company shall at any Time be abandoned) at their own Expense maintain the said Bridge and Works over or on that Property in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned, the Companies shall at their own Expense remove the said Bridge and Works, if they shall be required so to do by the Canal Company.

Purchase and Compensation Money to be paid the Canal Company to be fixed by Arbitration, and paid with Interest, on Conveyance being executed.

32. The Purchase or Compensation Money to be paid by the Companies to the Canal Company for the Purchase of the aforesaid Portions of their Property, and for the other Land and Property of the Canal Company required to be taken from them for the Purposes of this Act, and for the Injury by Severance or otherwise to the remaining Lands and Property of the Canal Company by the taking from them of their said Lands and Property, and by the Execution of the Works by this Act authorized, shall be such Sum as shall be or shall have been fixed by *Thomas Elliot Harrison* of *Westminster* and *Charles Vignoles* of 21, *Duke Street*, *Westminster*, Civil Engineers, or, failing their so doing, then by an Umpire to be appointed by them in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Appointment of an Umpire between Arbitrators appointed under the Provisions of that Act with respect to the Settlement of Disputes by Arbitration; and the Sum so fixed shall be paid by the Companies to the Canal Company within Twelve Calendar Months after the passing of this Act, with

with Interest thereon at the Rate of Four Pounds *per Centum per Annum* from that Date until the actual Payment thereof, or from such earlier Date as the Companies shall require and obtain Possession of the Properties required and allowed by this Act to be taken by them compulsorily, the Canal Company, upon such Payment, executing to the Companies a Conveyance in Fee, and free from all Incumbrances, of the Lands so taken.

Confirming Heads of Arrangement with Midland Company.

33. And whereas the *Midland* Company have a Station at *Leeds* known as the *Wellington* Station, and Lands and Works used in connexion therewith, Portions of which Lands and Works are defined on the deposited Plans and described in the deposited Books of Reference, and such Station and Lands and Works respectively are in close Contiguity to the Station, Railway, and Works by this Act authorized, and it would be for the Advantage of the Public, and for the mutual Convenience and Accommodation of the Companies and the *Midland* Company, if Arrangements were made for the Adjustment of the said Stations and Lands respectively, and for the Appropriation to the exclusive or particular Use of the respective Companies of Portions thereof respectively, with which View the Companies and the *Midland* Company have entered into the Heads of Arrangement a Copy of which is contained in the Schedule to this Act: And whereas duplicate Copies of the Plan referred to in the said Heads of Arrangement have been prepared, each of which has been signed by *Thomas Elliot Harrison*, Engineer of the Companies, and by *John Sidney Crossley*, Engineer of the *Midland* Company: Therefore the said Heads of Arrangement are hereby confirmed and made binding on each of the Companies and on the *Midland* Company, and shall be carried into effect by them respectively.

Site of Roads stopped up to vest in Companies, on another Road being substituted by them.

34. Where in constructing the Station, Railway, and Works by this Act authorized the Companies shall under the Powers thereof divert or stop up any Road and substitute another in lieu thereof, the Soil and Site of the Road so stopped up or diverted, to the Extent of the Lands on both Sides of such Road purchased by the Companies, shall thereupon vest in and thenceforth be held by them in Fee as Part of their Undertakings respectively.

Certificate of Justices Evidence of Restoration of Roads interfered with.

35. Where any Road shall have been interfered with in the Exercise of the Powers of this Act, or a new Road substituted in lieu thereof, the Certificate of Two Justices in Petty Sessions assembled that such Road has been restored, or a new Road substituted in lieu thereof, according to the Provisions of this Act, (which Certificate such Justices are hereby required to grant, on the Application of the Companies, after reasonable Notice by them to the Trustees, Commis-

Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, or to the Owner thereof if a private Road, of the Intention of the Companies to make such Application, and on being satisfied from a View of such Road, or by Evidence, that such Road has been properly restored and put into a permanently substantial Condition, or a new or sufficient Road substituted in lieu thereof, and put into a permanently substantial Condition,) shall in all Cases be taken and received as sufficient Evidence that such Road has been so restored, or such substituted Road completed, and put into a permanent and substantial Condition.

Railway to be completed within Five Years.

36. The Railway by this Act authorized shall be completed within Five Years from the passing thereof, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith granted for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of that Railway as shall then have been completed, and also except those Powers which are by the same Acts or any of them declared to be continued, or which may lawfully be exercised for a longer Period.

If not so completed Companies liable to a Penalty of Fifty Pounds a Day.

37. If the Railway by this Act authorized shall not be completed within Five Years after the passing of this Act, then the Companies shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the said Period of Five Years until the said Railway shall be completed and opened for public Traffic, 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 Companies were prevented from completing or opening such Line by unforeseen Accident, or Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Costs of Arbitrations and Inquiries before Justices to be settled by Master of the Queen's Bench in certain Cases.

38. The Costs of and incident to any Arbitration, or to any Question, Inquiry, Adjudication, Appeal, or other Proceedings in reference to the Purchase or taking of or Compensation to be paid by the Companies for any Lands, or in reference to any Matter connected with the Construction of the Station, Railway, and Works by this Act authorized, shall, where such Costs exceed Ten Pounds, and in case the Parties shall not agree as to the Amount thereof, be taxed and settled by One of the Masters of the Court of Queen's Bench of *England*, on Application made in that Behalf by either Party interested; and the Amount of such Costs when so taxed and settled, together with the Costs of recovering the same, if not paid to the Party entitled thereto within Seven Days after Demand thereof, may be recovered by Distress, as by "The Lands Clauses Consolidation Act, 1845," provided in regard to the Recovery of Costs.

Power to use Portions of Midland Railway.

39. The Companies may pass over and use, with their Engines and Carriages of every Description, or those of any other Company or Person, those Portions of Railway belonging to the *Midland* Company which will intervene between the Junction therewith of the Railway by this Act authorized and the respective Junctions therewith of the *Leeds Northern* Railway of the *North-eastern* Railway Company, and of the *London and North-western* Railway near and to the West and East of the *Holbeck* Station in *Leeds*, and also such Portions of the *Midland* Railway as may be necessary in order to get Access to and from those several Junctions respectively from and to the said intended Station, paying only to the *Midland* Company as provided in the said Agreement with them scheduled to this Act, and the *Midland* Company shall perform upon the aforesaid Portions of their Railway and Premises all such Services and Duties as may be necessary or reasonable for the convenient Conduct of the Traffic of the Companies over the same.

Power to Companies and Midland Company to make Agreements.

40. The Companies between themselves, and the Companies and the *Midland* Company, from Time to Time may enter into and carry into effect Contracts, Agreements, and Arrangements with respect to all or any of the following Purposes; (that is to say,)

The Construction of the Station, Railway, and Works by this Act authorized:

The Maintenance and Management, Use, Working, and Occupation, of the said Station, Railway, and Works, and of the aforesaid Portions of Railway and Premises, and the *Wellington* Station of the *Midland* Company, and the Station, Yards, Booking Offices, Warehouses, and Conveniences belonging to or connected with that Station:

The Appropriation of any Part or Parts thereof respectively to the exclusive or particular Use of any of the said Companies respectively:

The Conveyance and Interchange of Traffic or of certain particular Traffic in or upon the said Stations and Railways, or in or upon the Portion or Portions thereof respectively which may be so appropriated or otherwise:

The Charges to be made by the said Companies or any One or more of them to the other or others of them for the Use of the said Stations and Railways or any Part or Parts thereof respectively, or for any Services rendered in respect thereof:

The fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic in or on the said Stations and Railways, and generally with respect to all such Matters and Things as may be necessary or desirable for the mutual Convenience and Advantage of the said Companies respectively, and of the Traffic of the said Railways and Stations or any of them.

41. Within

Joint Committee to be nominated.

41. Within One Month after the passing of this Act, each of the Companies, and, if so agreed between them and the *Midland* Company, then the *Midland* Company also, shall nominate (such Nomination to be signified by Writing under the Hand of the Chairman or Secretary of each of the said Companies respectively) Three Persons, being in each Case Directors of the Company by which they are nominated, and the Persons so nominated and their Successors shall form a Committee for the Construction, Maintenance, and Management of the Undertaking or any One or more of those Purposes, such Committee to be called "the *Leeds* New Station Committee," and who are hereafter called "the Joint Committee."

On Failure of any of the Companies to nominate, the Nominees of the other Company may act.

42. In the event of Default by either of the Companies, or by the *Midland* Company, if entitled so to do, to nominate within One Month after the passing of this Act Members of the Joint Committee, the Persons nominated by the other of the Companies may lawfully exercise the Powers vested in the Joint Committee until the Company failing to nominate shall have made such Appointment.

As to Vacancies in Joint Committee.

43. The said Companies respectively may from Time to Time, at their Pleasure, remove all or any of the Members of the Joint Committee nominated by them respectively, and may in like Manner fill up Vacancies occurring in the Joint Committee by Removal, Death, or Resignation; and all Acts of the Joint Committee shall be valid, notwithstanding any alleged or real Informality in the Nomination of any Member thereof, and notwithstanding any Omission to supply any Vacancy.

Meetings of Joint Committee.

44. The Joint Committee shall hold its Meetings at *Leeds* or at such other Place as it shall from Time to Time determine, and Four shall be a Quorum; and, unless at any Time or from Time to Time otherwise unanimously agreed, the Chairman of the Meetings shall be One of the Three Representatives of One of the Companies in regular Order or Rotation of such Companies, such Order or Rotation if not agreed upon between the Members of the Joint Committee, to be settled by Ballot amongst them at their First Meeting after the passing of this Act, and to be for ever after observed accordingly; provided that if at any Meeting none of the Members representing the Company entitled by Rotation to have One of its Representatives in the Chair shall be present, One of the Members entitled to be Chairman of the then next Meeting shall preside, but the Order of Rotation shall not in consequence thereof be changed, but One of the Members representing the Company entitled to have One of its Members in the Chair at the next succeeding Meeting shall still, if present, take the Chair at such next Meeting; and the First Business transacted at every Meeting of the Joint Committee shall be the

Election

Election of a Chairman to preside thereat; and the Proceedings of each Meeting shall be determined by a Majority of the Persons present, the Chairman having only One Vote, and not a Casting Vote; but if there shall be an Equality of Votes upon any Question entertained by the Joint Committee, or if the Members representing One of the Companies shall be in a Minority on any Question, the Question shall, if required, be referred to the Boards of Directors of the said Companies respectively; and if those Boards shall not within Twenty-one Days after the Matter in difference shall have been referred to them agree thereupon, then the Matter in difference shall be referred to Arbitration in manner herein-after appearing.

Powers of Joint Committee.

45. The Joint Committee shall have and may exercise all the Powers by this Act conferred with reference to the entering into Contracts with Landowners and others, the Purchase of Lands, the Construction, Completion, and Maintenance of the Undertaking, and the Management and Regulation thereof, and the demanding and receiving of Tolls and Charges in respect thereof, and the fixing from Time to Time of the Amount of the Tolls and Charges to be demanded and received in respect of the Use of the Undertaking, and the making, altering, varying, repealing, and enforcing of Byelaws, with reference to the Management, working, and using of the Undertaking and the Traffic thereon.

Officers of Joint Committee.

46. The Joint Committee from Time to Time may appoint and remove a Secretary and Treasurer for themselves, and may appoint and remove the Officers, Clerks, and Servants from Time to Time employed on and with respect to the Undertaking, except only the Officers and Servants from Time to Time employed by the said Companies respectively or any of them in the actual Conveyance of Passengers, Animals, and Things, or the Management of Carriages, Locomotive Engines, or other Power.

As to Service of Notices, &c. on Joint Committee.

47. Any Summons or Notice, or any Writ or other Proceeding at Law or in Equity, requiring to be served upon the Joint Committee, may be served by the same being given personally to or transmitted through the Post directed to the Secretary to the Joint Committee, or in case there be no Secretary to the Joint Committee, then by being given personally to or transmitted through the Post directed to the Secretary to each of the said Companies.

Vesting of Lands in the Companies jointly.

48. All Lands from Time to Time purchased for the Purposes of the Undertaking shall, unless otherwise agreed by the Companies, be conveyed to and vested in the Companies jointly, and shall

shall be for ever after held and enjoyed by them jointly, upon trust for the Purposes of the Undertaking: Provided always, that the Form of Conveyance of Lands prescribed by "The Lands Clauses Consolidation Act, 1845," may be used, with the requisite Alterations thereof, for the Conveyance of Lands to the Companies jointly.

The Companies to have equal Rights.

49. The Companies shall have equal Rights each with the other in all respects as to Space and Accommodation in the said Station, and working over and using the Station and the Lines of Railway, Works, and Conveniences connected therewith, except so far as such Right may from Time to Time be yielded by the Consent of each of the Companies testified in Writing under its Common Seal; and no Preference, Priority, or other Advantage shall be given to either of the Companies over or to the Exclusion or Disadvantage of the other of them.

Books of Account to be kept by Committee, and Balance Sheet transmitted to each of the Companies.

50. The Joint Committee shall cause proper Books of Account to be kept, containing accurate Statements of all Receipts and Expenditure in any way relating to the Undertaking, and of the Articles, Matters, and Things for which such Sums shall have been received and expended, as also Books in which shall be entered the Minutes of all Proceedings at every Meeting of the Joint Committee, and the Joint Committee shall cause such Accounts to be balanced twice in every Year, that is to say, up to the Thirtieth Day of *June* and the Thirty-first Day of *December*, and shall prepare a Balance Sheet made up to those Days respectively, exhibiting a true Statement of the Capital Stock, Credits, and Property of the Undertaking, and the Debts due in respect thereof at the Date of the making such Balance Sheet, and such Balance Sheet shall be examined by the Joint Committee, and signed by the Chairman, or some other Member of the Joint Committee, and a Copy thereof, so examined and signed, shall be transmitted within Seven Days from the making thereof to each of the said Companies at their principal Place of Business; and the aforesaid Books of Account and Minute Books, as well as all other Books, Papers, Writings, or Accounts relating in any Manner to the Proceedings of the Joint Committee, or having Reference to the Undertaking, shall at all reasonable Times of the Day be open to the Inspection of the Directors of the said Companies respectively, or Persons duly authorized by them or any of them, who shall also have Power during such Times as aforesaid to take or have made such Copies thereof or Extracts therefrom as they may think fit, without making any Payment for the same.

Appointment of Auditors.

51. There shall be Auditors of the Accounts of the Undertaking, One of whom shall be appointed by each of the Companies annually, and

and One by the *Midland* Company, if so agreed between them and the Companies.

As to Expense of constructing Station and Works.

52. The Expenses necessary for and attending the Purchase of Lands for and the Construction of the Station, Railway, and Works, or otherwise in relation thereto, shall, unless otherwise agreed, be contributed by the Companies in equal Proportions.

Joint Committee may make Calls on the Companies.

53. The Joint Committee from Time to Time may make such rateable Calls of Money upon the Companies respectively in respect of the Amount to be contributed by them respectively towards the Undertaking as the Joint Committee think fit, and may appoint the Persons to whom and the Times and Places at which the Calls shall be paid.

Recovery of Calls in arrear.

54. If, at the Time appointed by the Joint Committee for the Payment of any Call, any of the Companies fail to pay the Amount of the Call, the Joint Committee may in its own Name sue such Company for the Amount thereof, with such Interest as herein-after mentioned, in any Court of competent Jurisdiction, and may recover the same and the Interest thereon from the Day on which the Call was payable.

Interest on Calls in arrear.

55. If on or before the Day appointed for Payment of any Call any of the Companies do not pay the Amount thereof to which they are liable, then they shall pay for the same while in arrear Interest at such Rate not exceeding Five Pounds *per Centum per Annum* as the Joint Committee appoint, provided that not less than Twenty-eight Days Notice of every Call shall be given by the Joint Committee.

Net Profits to be carried to a Common Fund.

56. The net Profits arising from the Undertaking, after Payment of the Expenses of the Joint Committee, in reference to the Maintenance, Repair, Working, and Management of the Undertaking and otherwise in relation thereto, shall be carried to a Common Fund, to be called "the *Leeds* New Station Joint Fund," and the Residue of such Fund, after defraying such Expenses as aforesaid, shall belong to and be divided between the Companies equally, or otherwise as may have been agreed upon between them.

As to the Expenses of Management.

57. The Expenses necessary for and attending the general Management, Regulation, and Control of the Undertaking shall be defrayed out of the Joint Fund, and in case there shall be a Deficiency the same shall be provided equally or in such Proportions as may have been or be agreed to by the Companies; and the Companies respectively shall from Time to Time, upon Demand thereof by the Joint

Joint Committee, pay to the Joint Committee the Amount declared by the said Committee, or by an Arbitrator appointed as herein-after provided, due from each Company, in liquidation of Expenses already incurred, and the Amount so due may be recovered from the Company liable to the Payment thereof (if unpaid for Fourteen Days after Demand thereof in Writing) by Action of Debt at the Suit of the Joint Committee, and it shall be sufficient to aver that the Amount claimed has been declared by the Joint Committee, or found by Arbitration, due from the Company sued, and has been paid by the Joint Committee, and the Production of the Minute Book of the Joint Committee containing such Declaration, or of the Award on any Arbitration, shall be sufficient Evidence of the Averment.

Actions, &c. by and against the Companies.

58. All Actions, Suits, Indictments, and other Proceedings, at Law or in Equity or otherwise, in relation to the Undertaking, which might be brought and prosecuted by or against either of the Companies if they were solely authorized to execute the Powers of this Act, may be brought and prosecuted by or against the Companies jointly or either of them separately.

One Company may recover from the other Company Damages where Action brought against Companies jointly.

59. If any Action, Suit, Indictment, or other Proceeding at Law or in Equity, shall be brought or prosecuted against the Companies jointly for any Act or Default committed or incurred wholly or for the greater Part by one of the Companies, the other Company shall be entitled to recover in any Court of competent Jurisdiction, from the Company by whom such Act or Default shall have been so committed or incurred, the whole or a fair Proportion of any Damages, Penalties, Costs, or other Payments to which the Companies jointly shall have been adjudged or become liable by reason of any Action, Suit, Indictment, or other Proceeding at Law or in Equity.

One Company may recover from other Company Damages where Action brought against either Company separately.

60. If any Action, Suit, Indictment, or other Proceeding at Law or in Equity shall be brought or prosecuted against either of the Companies separately, for any Act or Default committed or incurred wholly or in part by the Companies jointly, the Company against which such Action, Suit, Indictment, or other Proceeding at Law or in Equity shall have been brought or prosecuted shall be entitled to recover from the other Company, in any Court of competent Jurisdiction, a fair Proportion of any Damages, Penalties, Costs, or other Payments to which such first-named Company shall have been adjudged or become liable by reason of any Action, Suit, Indictment, or other Proceeding at Law or in Equity.

Settlement of Disputes by Arbitration.

61. If there shall arise any Difference of Opinion in the Joint Committee in reference to the Undertaking, or on any Question entertained

tained by them connected therewith, and which shall not afterwards be agreed upon by the Boards of the said Companies within Twenty-one Days after the same shall have been referred to them as aforesaid, or if any Question shall arise between the said Companies as to the Duties, Liabilities, or Obligations of either of them under this Act, and for the Settlement of which no Provision has been otherwise made, every such Difference shall, from Time to Time as the same shall arise, be referred to the Determination of an Arbitrator, to be nominated by the said Companies on the Request of either of them in Writing to the other of them, within Twenty-one Days after such Failure to agree as aforesaid, or after such last-mentioned Question shall have arisen, failing which the same shall be referred to the Determination of an Arbitrator to be appointed by the Board of Trade, upon the Application of either of the Companies; and any Arbitrator so from Time to Time appointed shall have all the Powers and Authorities of a single Arbitrator appointed by Agreement between Companies under the Provisions of "The Railway Companies Arbitration Act, 1859."

Decisions of Arbitrator to be binding.

62. The Decision of the Arbitrator shall be binding with respect to the Matters referred to him; and the Arbitrator for the Time being shall, on the Request of any of the Companies, 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.

Notice to be given of taking of Houses of Labouring Classes.

63. The Companies shall, not less than Eight Weeks before they take, in any City, Town, or Parish, Houses amounting to Fifteen in Number 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 Companies 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 Companies have made known their Intention to take the same in manner hereinbefore required.

Saving Rights of Midland Company.

64. Except only as by this Act expressly provided, this Act shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Company.

Saving Rights of Leeds and Liverpool Canal Company.

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

66. Except

Saving Rights of Leeds Corporation.

66. Except only as by this Act expressly provided, this Act shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the Mayor, Aldermen, and Burgesses of the Borough of *Leeds*.

Interest not to be paid on Calls paid up.

67. The Companies respectively shall not, out of any Money by this Act or any other Act relating to them authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of 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 Companies respectively from paying Interest on Money paid in anticipation of Calls, in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of Companies Capital.

68. The Companies respectively shall not, out of any Money by this or any other Act relating to them authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Companies respectively to construct any other Railway, or execute any other Work or Undertaking.

Station, &c. not exempt from Provisions of present and future General Acts.

69. Nothing herein contained shall be deemed or construed to exempt the Station, Railway, and Works by this Act authorized to be made, or the Companies, 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 further Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act or the Rates for small Parcels.

Expenses of Act.

70. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall, unless otherwise agreed, be paid by the Companies in equal Proportions.

The SCHEDULE referred to in this Act.

In the Matter of a Bill for making a new Railway Station at Leeds in the County of York, and for other Purposes.

HEADS OF ARRANGEMENT between the North-eastern Railway Company and the London and North-western Railway Company, in the above-mentioned Bill and herein-after referred to by the Expression "the Companies," Promoters of the said Bill, and the Midland Railway Company, in the said Bill and herein-after referred to by the Expression "the Midland Company," Petitioners against and Opponents of the said Bill.

Whereas the Companies are seeking by the said Bill to obtain Power to construct a new Railway Station on the South-east Side of and immediately adjoining to, the Wellington Station in Leeds of the Midland Company, and to construct a Railway in connexion with and through such new Station to a Point of Junction with the Midland Railway South-west of the said Wellington Station near where the Midland Railway crosses the Leeds and Liverpool Canal in the Parish of Leeds, and to use certain Portions of the Midland Railway which intervene between the said Point of Junction and the existing Junctions of the North-eastern and London and North-western Railways respectively with the Midland Railway Westwards of the said now proposed Point of Junction therewith, and for these Purposes the Companies by their said Bill seek Power to purchase and take Lands and Works of the Midland Company now used or being adapted for Use in connexion with their Station, and also to make Arrangements for the User by the Companies of the Wellington Station and by the Midland Company of the proposed new Station and Railway of the Companies: And whereas the Midland Company are applying to Parliament for Power to purchase and take for the Purposes of their Undertaking certain Lands lying on the South-east Side of their Railway near the proposed Point of Junction therewith of the proposed Railway of the Companies (Part of which Land is also sought to be purchased and taken by the Companies under their said Bill), and the Companies are Petitioners against and Opponents of the Bill promoted by the Midland Company in Parliament to authorize the Purchase of those Lands by them: And whereas the Companies and the Midland Company have mutually agreed to the following Heads of Arrangement in reference to the Matters aforesaid, and that, subject to these Arrangements being ratified by Parliament, they shall each abstain from further Opposition to the passing of their said respective Bills, so far as the same relate to the Matters aforesaid; videlicet,

The Companies only to take and have for the Purposes of their new Station and Railway such Portions of the Midland Company's Property as are coloured Red on the Copy of the deposited Plan of the Companies annexed to these Heads, and signed by Thomas Elliot Harrison, as Engineer for the Companies, and by John Sidney Crossley, as Engineer for the Midland Company, with

with an Easement and perpetual Right of free User over the Lands coloured Brown for the Purpose of a Carriage, Horse, and Foot Road to and from the proposed new Station, Railway, and Works of the Companies at all Times and for all Purposes connected therewith.

On the other hand, the Companies to make over to the Midland Company, for their separate Use, the Lands, or Rights and Interests in the Lands, coloured Blue on the said Plan, which the Companies have or shall acquire in those Lands, but subject nevertheless to the Rights reserved in, upon, or over those Lands or any of them, and to and upon the Terms and Obligations contained in the Arrangements already or which may hereafter have to be made by the Companies in reference to those Lands with the Leeds and Liverpool Canal Company and the other Owners or Parties interested therein respectively and to the Provisions contained in the Clauses to be inserted in the Bill of the Companies in accordance therewith respectively, and to the Performance of those Terms, Obligations, and Provisions by and on the Part of the Midland Company so far as the same affect or relate to those Lands, or any of them, or the Works to be erected and maintained thereon.

The Line of Demarcation between the Property of the Companies and that of the Midland Company, as thus agreed to be exchanged, shall be the Line dotted Red (thus . . . .) on the said Copy deposited Plan, with the Letters A A A A A along the same, subject to such Alterations therein as the Engineers of the Companies and of the Midland Company shall from Time to Time agree to.

The Junction with the Midland Railway to be at such Point as the said Engineers shall agree on; and in case the Midland Company acquire the Lands on the South-east Side of their Railway scheduled and described on the deposited Plans referred to in both the said Bills, they shall permit the Companies to construct their Railway across the same, in order to effect the said Junction where so agreed upon.

The Quantities of the Lands coloured Red and Blue to be ascertained, and the Amounts to be paid for the same respectively, and for the aforesaid Easement and Right of User over the Lands coloured Brown, by the Companies to the Midland Company, or by the latter to the former, to be agreed on or settled by Arbitration.

In estimating the Compensation to be paid to the Midland Company by the Companies, the whole of the Engine-house and other Buildings and Works of every Description on the Land coloured Red, and also such of those on the Land remaining uncoloured lying between the Red Colour and the Midland Railway as shall be rendered useless, shall be considered as Buildings in use and with reference to Cost, and in addition the Companies are to pay the Midland Company whatever the latter has paid or may have to pay their Contractor for Abandonment of any Contract relating to Works in part commenced on any of their said Land.

With reference to the Clause in the Companies Bill (No. 22 in the Bill as deposited in Parliament) giving Power to use Portions of the Midland Railway, it is agreed that the Companies shall respectively pay to the Midland Company, for the Use of their Line, from the proposed Point of Junction therewith to the existing Points of Junction therewith of the North-eastern and London and North-western Lines respectively on the West of Leeds, as defined in that Clause, a Mileage Proportion as for One Mile of the respective Rates or Tolls from Time to Time charged by the Companies respectively in

respect of each Description of Traffic carried by them respectively over the said Portion of the Midland Railway.

The above Arrangement to be carried into effect either by Clauses in the present Bill, or by Agreement, or by Clauses in some future Bill, as may be determined by Mr. Pritt between the Parties.

Witness the Seals of the said Three Companies, the Sixteenth Day of May One thousand eight hundred and sixty-five.

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