CHAPTER ci.

An Act for empowering the London and North-western Railway Company to construct a new Railway, and to widen a portion of an existing Railway, in the West Riding of the county of York; and for other purposes. [17th June 1878.] A.D. 1878.

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new railway, and the widening of an existing railway, and other works by this Act authorised, and to exercise the other powers in this Act mentioned, and to acquire for the purposes of the works by this Act authorised, and for general purposes connected with the said new railway and widening, the lands and buildings in this Act also mentioned, and to raise capital for those purposes:

And whereas plans and sections showing the respective lines and levels of the new railway, widening of railway, and other works by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands above referred to, and by this Act authorised to be acquired, were duly deposited with the clerk of the peace for the west riding of the county of York, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference:

And whereas it is expedient that the agreement between the Company, the Lancashire and Yorkshire Railway Company, and the Midland Railway Company in reference to the improvement of the station accommodation at Huddersfield, which is set forth in the Second Schedule to this Act, should be confirmed:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and

A.D. 1878.

with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as the London and North-western Railway (Wortley to Leeds, &c.) Act, 1878.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act; (that is to say,)

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
8 & 9 Vict. c. 16.

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863:

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested:

26 & 27 Vict. c. 118.

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.

Interpretation of terms.

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

The expression "the railway" means the new railway by this Act authorised;

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes

of this Act 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.

Power to make railway, &c. according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines shown on the deposited plans and according to the levels shown on the deposited sections, the railway and widening of railway herein-after respectively described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference, as may be required for that purpose.

The works herein-before referred to and authorised by this Act are—

(1.) The new railway from Wortley to Leeds (one mile five furlongs nine chains fifty links in length), to be wholly situate in the parish of Leeds, in the west riding of the county of York, commencing by a junction with the Leeds and Dewsbury Railway of the Company, and terminating by a junction with the Leeds New Station Railway of the Company and the North-eastern Railway Company:

(2.) The widening, alteration, and improvement, and laying down of additional lines of rails upon the under-mentioned portion of the Company's Huddersfield and Manchester Railway, within the townships and parishes of Huddersfield and Kirkheaton, in the west riding of the county of York; (that is to say,)

So much thereof as extends from the northern end of the Huddersfield Viaduct thereon to the junction of that railway with the Lancashire and Yorkshire Railway at Heaton Lodge Junction:

Provided always, that the Company shall not enter upon, take, or use any part of the lands numbered 84 on that part of the deposited plans which relates to the parish of Huddersfield, except with the previous consent in writing of William Henry Hirst, his executors, administrators, or assigns:

Provided also, that nothing in this Act shall empower the Company to acquire or use the lands numbered on the deposited plans 3 to 23, both inclusive, and 25, in the township and parish of Huddersfield, without the previous consent in writing of the owner or owners, lessee or lessees, for the time being of those lands respectively.

A.D. 1878.

Tolls.

5. With respect to tolls and charges, and for all other purposes whatever, the new railway and widening shall be part of the Company's undertaking:

Provided always, that the Company shall not demand any higher tolls, rates, and charges than the tolls, rates, and charges authorised by the Act (local and personal) ninth and tenth Victoria, chapter two hundred and four, entitled "An Act to consolidate the London "and Birmingham, Grand Junction, and Manchester and Birmingham "Railway Companies."

For protection of the Corporation of Leeds.

6. The following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Leeds (herein-after in this section called the Corporation) shall have full and complete effect, and be binding on the Company, with respect to the making and maintaining of the new railway from Wortley to Leeds by this Act authorised, in this section called the railway:

(*a.*) The Company shall not in any way interfere with Whitehall Road:

(*b.*) The bridge for carrying the railway over Geldard Road shall be not less than fifty feet span, measured at right angles to the road, and shall have a clear height throughout of not less than sixteen feet above that road:

(*c.*) Wherever any public footpath is crossed by the railway the footpath shall be carried either over or under the railway by means of a bridge or subway, to the satisfaction of Alfred William Morant, or other the engineer for the time being of the Corporation (herein-after called the borough engineer):

(*d.*) Wherever the railway crosses any mill goit, or the Hol Beck, the requisite waterway for the same shall be provided to the satisfaction of the borough engineer:

(*e.*) The bridges for carrying the railway over the streets numbered respectively on the deposited plans 308, 298, 289, 280, 267, and 251, in the parish of Leeds, shall be constructed so as to leave in each case a clear width equal to the width of the street, and with a clear height throughout of not less than sixteen feet above each street:

(*f.*) The bridge for carrying the railway over the extension of Domestic Street, numbered on the deposited plans 244, in the parish of Leeds, shall be not less than forty feet span, with a clear height throughout of not less than sixteen feet above that street:

(*g.*) The bridge for carrying the railway over Isle Lane shall be not less than forty feet span, with a clear height throughout of not less than sixteen feet above that lane:

(*h.*) The viaduct carrying the railway over Bridge Road shall have an opening across that road of not less than sixty feet clear span, with a clear height throughout of not less than sixteen feet above that road:

(*i.*) The Company shall not in any way interfere with Sweet Street West:

(*k.*) The bridges for carrying the railway over Water Lane and the Hol Beck shall be constructed so that the south-west abutment of the bridge for carrying the railway over Water Lane shall be in line with the existing buildings in that lane, and the abutment on the opposite side of that lane shall be not more than three feet in thickness, and one half of that abutment shall be in the flood waterway of the Hol Beck, and the north-west abutment of the bridge for carrying the railway over the Hol Beck shall be in line with the wall of the flood waterway of the Hol Beck:

(*l.*) The bridge for carrying the railway over Globe Road shall be not less than fifty feet span, measured at right angles to the road, and shall have a clear height throughout of not less than fifteen feet six inches above that road:

(*m.*) Drawings of the bridges referred to in this section shall be submitted to and approved of by the borough engineer:

(*n.*) All questions and differences which may at any time arise between the Corporation and the Company as to the construction or effect of this section, or of any of the sub-sections thereof, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Corporation and the Company, or (if for fourteen days after the question or difference arises the said parties do not agree upon an arbitrator) by the Board of Trade, upon the application in writing of both or either of the parties, and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in the discretion of the arbitrator:

(*o.*) 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 Corporation.

A.D. 1878.

For protection of the Great Northern Railway Company.

7. The Company, in constructing the new railway from Wortley to Leeds under the powers of this Act, shall be bound by and comply with the following restrictions and provisions:

1. The railway, where it will cross the Great Northern Railway, shall be carried under that railway, so as to leave undisturbed the existing lines of that railway at the said point of crossing:

2. The Company shall, at any time hereafter, when required by the Great Northern Railway Company, construct the arch or other works by which the railway shall be carried under the Great Northern Railway so as to enable the Great Northern Railway Company to widen their railway at such crossing by the addition of not exceeding two additional lines of railway, and all the works in, upon, or under the lands of that Company for the purpose of carrying the railway under the railway of that Company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the engineer of that Company, but at the expense of the Company:

3. The Company shall at all times maintain the arches or other works by which the railway shall be carried under the Great Northern Railway in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer of the Great Northern Railway Company, and if and whenever the Company fail so to do, the Great Northern Railway Company may make and do, in and upon as well the lands of the Company as their own lands, all such works and things as that Company may reasonably think requisite in that behalf, and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered, with full costs, by the Great Northern Railway Company from the Company in any court of competent jurisdiction:

4. The arches or other works by which the railway shall be carried under the Great Northern Railway, and all works and conveniences connected therewith, shall be made only according to such plans, elevations, sections, specifications, and dimensions as shall be submitted by the Company to the engineer of the Great Northern Railway Company, and approved by him in writing under his hand before any of these works are begun, or in case of his refusal or neglect to approve of the same, as shall be settled and determined by

an engineer to be, in default of agreement, appointed by the President for the time being of the Institution of Civil Engineers, on the application of either Company:

5. The Company shall not, without in every case the previous consent of the Great Northern Railway Company in writing under their common seal, take, use, enter upon, or interfere with any of the lands, railways, or works from time to time belonging to or in the possession or under the power of that Company, except only such parts of their lands as it shall be absolutely necessary for the Company to take, use, enter upon, or interfere with, for the purpose of making and maintaining the railway as the same is according to this Act to be carried under the Great Northern Railway:

6. The Company shall not in any manner, in the execution of any of their works, obstruct or interfere with the free, uninterrupted, and safe use of the Great Northern Railway, or any traffic thereon:

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

8. If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company, or of their contractors, or otherwise, the Great Northern Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Great Northern Railway Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the Great Northern Railway by reason of any of the matters or causes aforesaid, the

A.D. 1878.

Company shall pay to that Company all costs and expenses to which that Company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable, with full costs, by the Great Northern Railway Company from the Company in any court of competent jurisdiction:

9. With respect to any lands, railways, or works of the Great Northern Railway Company which the Company is by this Act authorised to take, use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Great Northern Railway Company may and shall sell and grant accordingly, an easement or right of taking and using the same for the purposes for which but for this enactment the Company might purchase and take the same:

10. Nothing in this Act contained shall extend to diminish, prejudice, alter, or take away any of the rights, privileges, or powers of the Great Northern Railway Company, otherwise than as herein expressly provided:

11. Any difference which may arise between the two Companies under this enactment, or with reference thereto, shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act, 1859, for the settlement of disputes by arbitration.

For protection of Midland Railway Company.

8. In constructing and maintaining the works authorised by this Act where they will cross the Midland Railway, the Company shall be subject to the following conditions; videlicet,

1. All works crossing or affecting the Midland Railway shall be executed at the expense of the Company, under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to designs to be previously submitted to such engineer and reasonably approved by him in writing: Provided that if such engineer shall not have expressed his approval or disapproval of the said designs within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof:

2. The bridge carrying the new railway from Wortley to Leeds over the Midland Railway, near Water Lane Junction, shall be constructed in one span or opening of not less than seventy feet in width, or so as to clear the whole of the

present property of the Midland Railway Company at such point of crossing, and with a clear headway of not less than fourteen feet six inches:

3. The works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the Company:

4. If by reason of the construction or maintenance of the works, or any of them, or the failure of any of the works or of the maintenance thereof, or otherwise, the Midland Railway or the works connected therewith shall be injured or the traffic thereon impeded, the Company shall compensate the Midland Railway Company for all costs to which that Company may be put in repairing the said damage, and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded:

5. The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway, or by reason of any accident on the said railway, which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors, or their respective servants or workmen:

6. The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised:

7. The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement. 8 & 9 Vict. c. 18.

Repeal of running powers by Company over portions of Midland Railway. 28 & 29 Vict. c. cclxvii.

9. From and after the opening of the new railway from Wortley to Leeds by this Act authorised, the Company shall cease to run over and use the portions of the Midland Railway mentioned and referred to in section 39 of the Leeds New Railway Station Act, 1865.

For protection of Messrs. Marshall & Com-

10. In the construction of the new railway from Wortley to Leeds the Company shall, unless otherwise agreed, observe the following provisions for the protection of the flax spinning mills

A.D. 1878.

pany of Leeds.

and premises now occupied by Messieurs Marshall and Company, in Holbeck, in Leeds, and of the owners and occupiers thereof from time to time:

1. Before constructing the railway over or otherwise interfering with the two conduits, or either of them, by means of which water is conveyed between the River Aire and the said mills and premises, the Company shall at their own expense substitute for those conduits two iron pipes, each not less than twenty-seven inches in diameter, and extending on either side of the said railway so as to be quite clear of the foundations and works of the railway, and also extending to the south side of Globe Road, in order to afford proper access to such pipes, and the said pipes shall remain the property of the present owners of the said conduits, their heirs and assigns, and shall not be afterwards interfered with by the Company; and the Company shall also construct over the said two pipes, so far as the same shall be within the boundaries of such property as they may acquire, and for ever after maintain, an arch or arches, or tunnel or tunnels, sufficiently large to admit workmen for the inspection, repair, and reinstatement of the said pipes, and shall make and for ever after maintain proper manholes in such a position as to afford good and sufficient access to such tunnel or tunnels and the pipes therein, for such repairs, alterations, or reinstatement:
2. In order to provide a temporary supply of water to the said mills and premises during the execution of the said works, the Company shall, before interfering with either of the said conduits, provide temporary conduits or pipes, so as to secure an uninterrupted flow of an equal quantity of water from the River Aire to and into the said mills and premises, and the return of such water to the river:
3. The aforesaid works of the Company shall not be executed except after reasonable notice of their intention to execute the same, and they shall be done under the superintendence and to the reasonable satisfaction of Messieurs Marshall and Company, or other the owner or owners, occupier or occupiers, of the said mills and premises, or any person or persons to be appointed by them or him for the purpose:
4. All costs, charges, losses, damages, and expenses which Messieurs Marshall and Company, and other the occupier or occupiers as aforesaid, or any of them, may be put to or sustain by reason of the execution or failure of the works of the Company, shall be paid to them or him by the Company on demand:

5. The Company shall afford to Messieurs Marshall and Company, or to other the owners or owner, occupier or occupiers, as aforesaid, all reasonable facilities at all reasonable times for access to the said tunnel or tunnels and pipes when and as the said Messieurs Marshall and Company, or other the owners or owner, occupier or occupiers, as aforesaid deem it necessary :

6. If any difference arise between the Company and Messieurs Marshall and Company, or other the owners or owner, occupier or occupiers, as aforesaid, as to any act or thing to be done or compensation payable by the Company under this section, the same shall from time to time be determined by arbitration, and the provisions of the Lands Clauses Consolidation Act, 1845, with respect to the settlement of questions of disputed compensation, shall, so far as applicable, apply to any such arbitration. 8 & 9 Vict. c. 18.

For the protection of Samuel WoodHaigh.

11. For the protection of Samuel Wood Haigh and his sequels in estate (who are included under his name where used in this section), the following provisions shall, with respect to the widening of the Huddersfield and Manchester Railway of the Company where it adjoins his lands, have effect; that is to say,

1. The widening of the railway where it abuts on the lands of Samuel Wood Haigh numbered 136, 139, and 141 on that part of the deposited plans relating to the parish of Huddersfield, shall be made wholly on the south side of the railway, and the Company shall not enter upon, take, or use, either temporarily or permanently, any portion of those lands :
2. The widening of the said railway where it abuts on land of the said Samuel Wood Haigh numbered 146 on the said part of the deposited plans, shall, so far as is practicable, be effected wholly on land now belonging to the Company :
3. The widening of so much of the said railway as is now carried by arches over land of Samuel Wood Haigh shall be effected by a lateral extension of the said arches and the piers thereof in such manner as not to interfere with the present course of the river, nor obstruct the free discharge of the flood waters :
4. The said widening of the said railway where it crosses the River Colne shall be effected by means of a girder bridge of a single span, and of the full width of waterway of the said river at the point of crossing, and of not less height than the spring of the arches of the existing bridge carrying the said railway over the said river :

A.D. 1878.

5. The Company shall not, either during the making of the said widening or thereafter, either temporarily or permanently diminish the waterway of the said river; and if during the execution of the works the Company cause any obstruction or diminution of the waterway of the said river, they shall be liable for any damage which may be occasioned by any flooding of the property of the said Samuel Wood Haigh caused by such obstruction or diminution:

6. Except so far as may be absolutely necessary for the construction of the said girder bridge, arches, and piers, and of the said widening on the south side of the said railway (and as to this latter subject to the provisions of sub-section 2 of this section), the Company shall not enter upon, take, or use, either temporarily or permanently, any land of Samuel Wood Haigh:

7. If any difference arise between Samuel Wood Haigh and the Company touching the provisions of this section, or any compensation to be paid by the Company for any injury which may be done to him or to the mill known as Colne Bridge Mill by the execution by the Company of any of the powers of this Act, such difference shall be determined by an engineer to be agreed on between the parties in difference, or, in default of agreement, to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers, and the costs of the arbitration shall be in the discretion of the arbitrator.

Power to acquire additional lands and execute works.

12. Subject to the provisions of this Act, and in addition to the other lands, houses, and buildings which the Company are by this Act authorised to acquire, they may from time to time enter upon, take, use, and appropriate to purposes connected with the works by this Act authorised, the lands, houses, and buildings herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference, and may in connexion with such use and appropriation execute the work and exercise the powers following; (that is to say,)

They may acquire

Certain lands, houses, and buildings, in the township and parish of Huddersfield, in the west riding of the county of York, lying on the north-west side of and adjoining the Company's Huddersfield and Manchester Railway, and four hundred and fifty yards or thereabouts north of the bridge which carries that railway over Hill House Lane;

And they may make a new footpath in the same township and

parish, commencing from and out of the existing footpath which leads from Hill House Lane to the public carriage-road from Fartown to Sheepbridge, at a point on that footpath three hundred and thirty yards or thereabouts north of its junction with Hill House Lane, and terminating by a junction with the said existing footpath at a point thereon one hundred and sixty yards or thereabouts south of its junction with the said road from Fartown to Sheepbridge;

When the new footpath is made, the Company may stop up and discontinue as a public highway so much of the said existing footpath as lies between the commencement and termination of the new footpath.

Owners may be required to sell parts only of certain lands and buildings.

13. And whereas, in the exercise by the Company of the powers of this Act, it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the Company, and that such portions may be severed from the remainder of the said properties without material detriment thereto:

8 & 9 Vict. c. 18.

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of the Company, may, if such portions can, in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Notice to be given of taking houses of labouring classes.

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

A.D. 1878.

Company to procure accommodation for persons of labouring classes to be displaced.

15. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice. The Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings.

Power to grant easements.

16. Persons empowered by the Lands Clauses Consolidation Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege, required for the purposes of this Act, in, over, or affecting lands, and the provisions of the Lands Clauses Consolidation Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

17. The powers of the Company for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

18. If the new railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Company liable to penalty unless railway opened.

19. If the Company fail within the period limited by this Act to complete the new railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854.

17 & 18 Vict. c. 31.

Every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice, in the bank and to the credit named in such warrant or order, and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

20. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of the railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, if the Company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be

A.D. 1878.

otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Lands for extraordinary purposes. 8 & 9 Vict. c. 20.

21. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed two acres.

Power to raise additional money by creation of shares or stock.

22. The Company from time to time may raise for the purposes of this Act, by the creation and issue of shares or stock, such capital as they shall think necessary, not exceeding four hundred thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament, and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock, as they may think fit.

Shares not to issue until one-fifth part paid up.

23. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided, new capital to be subject to same incidents as ordinary capital.

24. The capital created by the Company under this Act, and the shares or stock therein and the holders thereof respectively (except any capital and shares or stock therein to which a preferential dividend is attached, and the holders of those shares and that stock respectively), shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company, and those shares and that stock were shares and stock in that ordinary capital.

Dividends on new shares or stock.

25. Every person who becomes entitled to a share or any stock created by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares or stock of the same class or description, proportioned to the whole amount from time to time called and paid on such new shares or stock.

Votes and qualifications in respect of new shares or stock.

26. The holders of the shares or stock created under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company, as prescribed by their Act of incorporation:

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up: A.D. 1878.

Provided also, that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

New shares or stock raised under this Act and other Acts may be of same class.

27. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt in case of persons not sui juris.

28. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

29. The Company may, in respect of the additional capital of four hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage for the purposes of this Act any sum not exceeding in the whole one hundred and thirty-three thousand pounds in manner following; (that is to say,) in respect of each sum of two hundred thousand pounds, part of the additional capital of four hundred thousand pounds by this Act authorised to be raised by shares or stock, any sum not exceeding in the whole sixty-six thousand five hundred pounds; but no part of any such sum of sixty-six thousand five hundred pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are issued and accepted, 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 shares for the whole of the respective portion of capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in each respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of such capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as

8 & 9 Vict. c. 16.

A.D. 1878.

aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, or assigns, and also, so far as the said respective portion of capital is raised by shares, that such persons or corporations, or their executors, administrators, or assigns, are legally liable for the same.

Upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

As to appointment of a receiver.

30. Every provision in any Act passed before the present session of Parliament, whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking, with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money, or principal money and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced, prior to the passing of this Act under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.
26 & 27 Vict. c. 118.

31. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

32. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall, during the continuance thereof, and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted, have priority over any mortgages granted by virtue of this Act, and nothing in this section contained shall affect any priority of

the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

33. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied only to the purposes of this Act.

Power to apply corporate funds to purposes of Act.

34. The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised are made applicable any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

35. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall 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.

8 & 9 Vict. c. 16.

Confirmation of agreement relative to stations at Huddersfield.

36. The agreement between the Company of the first part, the Lancashire and Yorkshire Railway Company of the second part, and the Midland Railway Company of the third part, which is set forth in the Second Schedule to this Act, is hereby confirmed and made binding on the several parties thereto, and full effect may and shall be given thereto, the Bill therein called "London and North-western Railway (Reddish to Leeds) Bill" being the Bill for this Act.

Deposits for future Bills not to be paid out of capital.

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

Railways not exempt from provisions of any present or future general Railway Acts.

38. Nothing in this Act contained shall exempt the Company or their railways 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 or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

A.D. 1878.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act. A.D. 1878.

FIRST SCHEDULE.

DESCRIBING LANDS, BUILDINGS, AND MANUFACTORIES OF WHICH PORTIONS ONLY ARE REQUIRED.

Township or Parish.	Number on deposited Plans.
The new railway from Wortley to Leeds:	
Leeds - - - - -	3b, 81, 83.
The widening, &c. of Huddersfield and Manchester Railway:	
Huddersfield - - - - -	75.

SECOND SCHEDULE.

AN AGREEMENT made the ninth day of March one thousand eight hundred and seventy-eight, between the London and North-western Railway Company (herein-after separately referred to as "the North-western Company") of the first part, the Lancashire and Yorkshire Railway Company of the second part, and the Midland Railway Company of the third part, the respective expressions, wherever herein-after occurring, of "the two Companies" meaning the North-western and the Lancashire and Yorkshire Companies, and of "the three Companies" meaning the North-western, the Lancashire and Yorkshire, and the Midland Railway Companies.

WHEREAS the three Companies have agreed to enter into the terms contained in these presents, with respect to altering and enlarging the passenger station at Huddersfield, and other the matters herein-after provided for or referred to:

A.D. 1878.

Now, therefore, these presents witness that the three Companies do hereby mutually agree with each other as follows; (that is to say,)

1. The two Companies will, at their joint and equal cost in all things, alter and enlarge the said passenger station, according to plans, sections, and specifications to be agreed on between them, and if not agreed upon within four calendar months from the passing of the London and North-western Railway (Reddish to Leeds) Bill now in Parliament, the same shall be settled by an engineer to be appointed on the application of either of them by the Board of Trade, and on such plans, sections, and specifications being so settled by agreement or arbitration, the alterations and enlargement shall be forthwith commenced and completed with all due despatch.

2. The Midland Company shall not acquire any rights of ownership in the said passenger station, but shall retain their right to use the same when altered and enlarged, in connexion with their existing running powers, subject to the same conditions and restrictions, and on terms to be settled by arbitration, as provided by the Midland Railway (Branches, &c.) Act, 1866, and the agreement scheduled thereto, and subject to the Midland Railway (Additional Powers) Act, 1872.

3. If at any time during the exercise by the Midland Company of their running powers, and their use of the said passenger station, any enlargement, alteration, or improvement of the same by the two Companies should, in the opinion of an arbitrator appointed in pursuance of Article 6 of the agreement referred to in the preceding clause, have been thereby rendered necessary, then the Midland Company shall pay such an additional consideration for the cost of such enlargement, alteration, or improvement as such arbitrator shall from time to time determine.

4. For the purpose of enabling the Midland Company to provide for themselves separate goods and mineral accommodation at Huddersfield, the North-western Company agree to sell and convey to them, who hereby agree to purchase, the estate and interest of the North-western Company in the land and premises comprised in the conveyance of the ninth of February one thousand eight hundred and seventy from Sir John William Ramsden and his trustees to the North-western Company and the Midland Company, at the price paid, and interest thereon, if any, by the North-western Company for the same, and in addition the costs incurred of and incidental to the said conveyance, together also with all outlay of every description made by them, or in respect thereof, and with interest at three pounds per centum per annum on such purchase money from the said ninth day of February one thousand eight hundred and seventy, and interest also at the same rate from the dates when the payments in respect of the said cost and outlay were respectively made. No title or evidence of title is to be required. The purchase is to be completed on the twenty-fifth day of March one thousand eight hundred and seventy-nine, subject to existing tenancies. And the Midland Company are to undertake all covenants, obligations, and liabilities in the said conveyance.

5. In order to enable the North-western Company to widen their viaduct adjoining the lands referred to in the last article, should they have a desire to do so, the Midland Company will not erect any building within fifty feet of

the present northern face of the said viaduct, nor will they sell or otherwise dispose of any part of the said lands within that distance of the viaduct without previously offering such land to the North-western Company, who shall, within six weeks after receiving such offer, elect whether to purchase the same or not, and if they elect so to purchase, the price of such land shall, if not agreed, be determined by arbitration under the Lands Clauses Consolidation Act, 1845.

6. All rights and powers of the Midland Company relating to the goods and mineral stations at Huddersfield of the two Companies, or either of them, shall cease and determine.

7. The Midland Company shall, subject to the provisions of the Railways Clauses Act, 1863, be at liberty to form a junction with the London and North-western Railway, at such a point as shall be agreed, or in case of difference settled by arbitration, so as to afford them access to the land referred to in Article 4 of this agreement, and the North-western Company hereby give the Midland Company running powers from the Huddersfield passenger station to the said junction, upon terms of payment to be calculated as if that portion of line were half a mile in length and formed part of the Lancashire and Yorkshire Railway between Penistone and Huddersfield.

8. Nothing herein contained shall prejudice or affect the twentieth section of the London and North-western Railway (Additional Powers) Act, 1868.

9. The two Companies hereby agree that their present goods stations, with all buildings, sidings, and land occupied by them jointly or separately for goods traffic, shall be re-arranged for the purpose of making a joint goods station, and that the cost of such re-arrangement shall be borne by the two Companies equally.

10. The North-western Company are the owners of land at Hillhouse, and are by the London and North-western Railway (Reddish to Leeds) Bill of the present session seeking powers to obtain further land at that place. The two Companies hereby agree to utilise both these lands, or some part or parts thereof, for the purpose of further accommodating their goods, mineral, and stone traffic, and for the construction of sidings for the marshalling and shunting of their traffic so as to relieve the existing station, and to make provision for the same at joint and equal expense, including the cost of the land already owned by the North-western Company and the cost of forming the same. The Lancashire and Yorkshire Company shall have access over the North-western Railway to and from the junctions at Hillhouse, upon paying sixty per centum of the mileage receipts upon traffic (after deducting terminals) passing to and from Huddersfield and the said junctions, such distance, however, being reckoned as one mile, and in respect of traffic to and from the said junctions and Heaton Lodge and Bradley Wood respectively sixty per centum of the mileage receipts (after deducting terminals), such distance, however, being reckoned as three miles. The plans of the lands to be taken and utilised and plans, sections, and specifications of the works to be executed at Huddersfield and Hillhouse shall be agreed on between the two Companies, or, failing

A.D. 1878.

agreement, shall be settled by an engineer to be appointed by the Board of Trade, on the application of either Company.

11. The joint goods stations shall be worked by a joint staff of porters and by joint and separate clerks, with power to the two Companies to appoint their own carting agents.

12. The North-western Company will prosecute their application in the present session for power to acquire the additional lands referred to in the tenth clause, and this agreement is conditional on their obtaining such powers.

13. Subject to the sanction of Parliament, this agreement to be scheduled to the London and North-western Railway (Reddish to Leeds) Bill, and confirmed.

In witness whereof the three Companies parties hereto have hereunto affixed their respective common seals the day and year first above written.

The common seal of the London and North-western Railway Company was hereunto affixed in the presence of

S. Reay, Secretary.

L. S. of London and North-western Railway Company.

The common seal of the Lancashire and Yorkshire Railway Company was hereunto affixed in the presence of

J. H. Stafford, Secretary.

L. S. of Lancashire and Yorkshire Railway Company.

The common seal of the Midland Railway Company was hereunto affixed in the presence of

W. N. Cleeve,
Clerk to Messrs. Beale and Company, Solicitors,
28, Great George Street,
Westminster, S.W.

L. S. of Midland Railway Company.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1878.