



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO  
**VICTORIÆ REGINÆ.**

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*Cap. clxvii.*

An Act to enable the *Bradford, Wakefield, and Leeds* Railway Company to make a Railway to *Methley* in the West Riding of the County of *York*; and for other Purposes. [21st July 1863.]

**W**HEREAS the *Bradford, Wakefield, and Leeds* Railway Company (in this Act called "the Company") were incorporated by "The *Bradford, Wakefield, and Leeds* Railway Act, 1854," for constructing the Railway and Works by that Act authorized (herein-after called "the Main Line"), and for other Purposes: And whereas by "The *Bradford, Wakefield, and Leeds* Railway Act, 1859," the Company were empowered to raise additional Capital for the Purposes of their Undertaking: And whereas other Acts of Parliament have been passed relating to the Company, *videlicet*, "The *Bradford, Wakefield, and Leeds* Railway Act, 1860," "The *Bradford, Wakefield, and Leeds* Railway Act, 1861," and "The *Bradford, Wakefield, and Leeds* Railway Act, 1862:" And whereas it is expedient that the Company be empowered to construct a Railway to connect the Railway of the Company with the *North-eastern* Railway and the *Methley* Branch of the *Lancashire and Yorkshire* Railway Company: And whereas Plans and Sections showing the Line and Levels of the Railway

17 & 18 Vict.  
c. clx.

22 & 23 Vict.  
c. lxxi.

[*Local.*]

authorized

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authorized by this Act, and the Lands in or through which the same is to be made, with a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: And whereas it is expedient to extend the Time limited for the Sale by the Company of their superfluous Lands: And whereas it is expedient that the Company be authorized to raise additional Money for the Purposes of their Undertaking by the recited Acts and this Act respectively authorized: And whereas it is expedient that the Name of the Company be changed: And whereas the several Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited for any Purpose as "The *West Yorkshire Railway Act, 1863.*"

8 & 9 Vict.  
cc. 18. and  
20. and  
23 & 24 Vict.  
c. 106. incor-  
porated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall respectively be incorporated with and form Part of this Act.

Interpreta-  
tion of  
"Superior  
Courts," &c.

3. The Expression "Superior Courts" or "Court of competent Jurisdiction" or any other like Expression in this Act, or any Act incorporated therewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Interpreta-  
tion of "Na-  
vigation,"  
&c.

4. The Expression "Navigation" shall mean the navigable Rivers *Aire* and *C Calder* in the County of *York*, and all Cuts and Canals connected therewith, and the Expression "Undertakers" shall mean the Persons so designated in the several Acts of Parliament relating to the said Navigation, and the Expression "*Stanley Railway*" shall mean the Railway or Tramroad in the Township of *Stanley-cum-Wrenthorpe* in the Parish of *Wakefield* in the said County belonging to the Undertakers of the said Navigation.

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

5. The several 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 the Subject or Context.

Power to  
take Lands.

6. Subject to the Provisions of this Act, the Company may from Time to Time enter upon, take, and use for the Purposes of the Railway and

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and Works by this Act authorized all or any of the Lands defined on the Plans and described in the Book of Reference deposited for the Purposes of this Act as herein-before mentioned.

7. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.

8. The Company 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 not exceeding Three Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845." Lands for extraordinary Purposes.

9. Subject to the Provisions of this Act, the Company may make in the Lines and according to the Levels shown on the Plans and Sections deposited as aforesaid, and in and upon the Lands delineated on those Plans and described in those Books of Reference, the Railway hereinafter described, with all necessary Stations, Works, and Conveniences connected therewith; (that is to say,) Power to construct Railway.

A Railway (to be called "the *Methley* Railway") to commence from and out of and by a double Junction with the Main Line of the *Bradford, Wakefield, and Leeds* Railway in the Township of *Stanley-cum-Wrenthorpe* in the Parish of *Wakefield*, and to terminate by Two Junctions, One of such Junctions being with the *North-eastern* Railway and the other of such Junctions being with the *Methley* Branch of the *Lancashire and Yorkshire* Railway, and both being in the Township of *Methley* and Parish of *Methley*: Description of Works.

And the Railway hereby authorized, with the Stations, Works, and Conveniences connected therewith, shall for all Purposes whatsoever be Part of the Undertaking of the Company.

10. Provided always, that it shall not be lawful for the Company to make the aforesaid Junction with the *North-eastern* Railway without the Consent in Writing of that Company under their Common Seal for that Purpose first had and obtained. Junction with *North-eastern* Railway not to be made without Consent.

11. Notwithstanding anything in "The Railway Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Works as described be not altered, and they may also substitute any other Engineering Works. Power to alter Engineering Works.

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gineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Level  
Crossings.

**12.** Subject to the Provisions in this Act and "The Railways Clauses Consolidation Act, 1845," contained with reference to the crossing of Roads on the Level, the Company may in the Construction of the Railway by this Act authorized carry the same across and on the Level of the Road which on the Plans deposited for the Purposes of this Act is numbered as follows :

Number of Road on those Plans.	Parish or Place in which the Road is shown on those Plans.	Description of Road.
108	Wakefield	Turnpike Road.

Provided always, that not more than a double Line of Railway shall be laid by the Company across the said Road.

As to  
shunting of  
Trains.

**13.** It shall not be lawful for the Company in shunting Trains to pass any Train over the level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to  
erect Station  
or Lodge at  
Point of  
Crossing.

**14.** For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Station or Lodge at the Point where the Railway crosses on the Level the before-mentioned Road, and shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if they shall fail to erect and at all Times to maintain any such Station or Lodge as aforesaid, or appoint a proper Person to watch or superintend the crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, the Company shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

**15.** The

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**15.** The Board of Trade may, if it shall appear to them necessary for the public Safety, at any Time either before or after the Railway hereby authorized to be made shall have been completed and opened for public Traffic, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Work as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Board of Trade may require Bridge instead of level Crossing.

**16.** The Company may make the Road next herein-after mentioned, when altered for the Purposes of this Act, of any Inclination not steeper than the Inclination herein-after mentioned in connexion with that Road; (to wit,)

Inclinations of Road.

No. of Road on Plans deposited for the Purposes of this Act.	Parish or Place in which the Road is shown on those Plans.	Description of Road.	Present and intended Inclination.
76	Wakefield	Public Carriage Road.	Greatest Inclination of present Road, 1 in 12. Greatest Inclination of Road when altered, 1 in 14.

**17.** All Communications between the Railway hereby authorized to be made and the Railway of any other Company, and all such Openings in the Ledges or Flanges of such other Railways as may be necessary or convenient for effecting such Communications, shall (except in so far as may be otherwise agreed between the Company and such other Company) be made and maintained at the sole Expense of the Company, but to the reasonable Satisfaction of the Engineer for the Time being of such other Company; and in case of any Difference arising between that Engineer and the Engineer of the Company as to the Mode of effecting such Communications, then the same shall be determined at the Cost of the Company by a Referee to be appointed on the Application of either Company by the Board of Trade.

Communications with other Railways, how to be made.

**18.** Each other Company with whose Railway any such Communication is made may from Time to Time erect such Signals and other Works and Conveniences either on their own Land or the Land of the Company, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Point of Junction between their Railway and the Railway by this Act authorized; and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of such other Company; and all the Costs and Expenses of erecting and maintaining

Provision for Watchmen, Signals, &c.

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such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall (except in so far as may be otherwise agreed between the Company and such other Company) at the End of every Half Year be repaid by the Company to such other Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by such other Company in any Court of competent Jurisdiction.

Not to interfere with Works of Lancashire and Yorkshire Company without Consent.

**19.** Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to or authorized by any Act passed at any Time before the passing of this Act to be taken by the *Lancashire and Yorkshire* Railway Company, or to alter, vary, or interfere with their Railway or any of the Works thereof further or otherwise than is necessary for the convenient Formation of the Railway hereby authorized, and the convenient Junction and Intercommunication between such Railway and the Railway hereby authorized, without the Consent in Writing of the *Lancashire and Yorkshire* Railway Company for that Purpose first had and obtained.

Commissioners of Woods with Consent of Vicar may convey Part of Wakefield Glebe.

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

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of the Diocese in which the said Vicarage is situate, shall be effectual to vest in the Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and in case the said Vicar shall not give his Consent to any such Sale as aforesaid within One Calendar Month after the same has been applied for by One of the Commissioners of Woods, Forests, and Land Revenues, then the Compensation shall be settled in the Manner provided in the Lands Clauses Consolidation Act, 1845; and the Purchase or Consideration Money expressed in such Conveyance, or the Compensation to be so ascertained as aforesaid, shall be invested by and at the Expense of the Company in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or Three and a Half *per Centum* Annuities, or Two and a Half *per Centum* Annuities, in the Name or Names of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy; and until such Annuities shall be sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends, Interest, or annual Proceeds thereof to the Vicar for the Time being of the said Vicarage, according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal.

21. It shall be lawful for the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and they are hereby authorized and empowered, if the said Governors shall think fit, at the Request in Writing of the Vicar for the Time being of the said Living, and to whom any such Dividends shall be payable, to sell the whole or any Portion of the said Bank Annuities, and to apply the Monies arising therefrom in the Purchase of other Lands convenient to be held as Part and Parcel of the said Living; and the said Governors shall cause such Lands, when so purchased, to be well and effectually conveyed to and vested in the Vicar for the Time being of the said Living and his Successors, to be held by him and them as Part and Parcel of the said Living for ever.

Power to invest Purchase Money of Wakefield Glebe in other Lands.

22. It shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, and Lands Revenues, or One of them, and they and he are and is hereby authorized and empowered, if they or he shall think fit, with the Consent of the Vicar for the Time being of the said Living, to exchange the whole or any Part of such Portion of the said Glebe Lands as the Company are by this Act authorized to purchase or take which may not have been sold to them under the Provisions of this Act for other Lands, Tenements, or Hereditaments belonging to or to be conveyed by the Direction of the Company; and it shall be lawful for the said Commissioners, or either of them, together with the said Vicar, to concur in carrying such Exchange into effect under the Powers now

Power to Commissioners of Woods to make an Exchange with Company.

or

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or hereafter to be vested in the Inclosure Commissioners for *England* and *Wales*, or in such other Mode as may be deemed expedient, provided that the Lands, Tenements, or Hereditaments to be given in Exchange by the Company or by their Direction shall be conveyed or assured to the Vicar of the said Vicarage for the Time being and his Successors; and upon the said Lands, Tenements, or Hereditaments being so conveyed or assured to the said Vicar and his Successors the same shall be annexed to and form Part of the Glebe of the said Vicarage, and the Rents, Issues, and Profits thereof shall thenceforth be received by the Vicar of the said Vicarage for the Time being.

Authorizing  
Sale of Glebe  
Lands of the  
Rectory of  
Methley for  
a Rent-  
charge.

**23.** And whereas Her Majesty in right of Her Duchy of *Lancaster* is seised or entitled to the Advowson and Right of Presentation to the Rectory of the Parish of *Methley* in the West Riding of the County of *York*: And whereas Parts of the Glebe Lands belonging to the said Rectory, numbered 38, 40, and 63 on the said deposited Plans, will be required by the said Company for the Purposes of the said Railway: Be it enacted, That it shall be lawful for the Chancellor for the Time being of the said Duchy and the Incumbent for the Time being of the said Rectory to sell and convey to the said Company, at the Expense of the said Company, the Fee Simple and Inheritance of the aforesaid Part of the said Glebe Lands at or for the Price or Consideration of Two hundred Pounds *per* Statute Acre, and so in proportion for a greater or less Quantity than an Acre, or in consideration of a perpetual annual Rentcharge, the Amount thereof to be agreed upon by the said Chancellor and Incumbent and the said Company (which Rentcharge the said Company is hereby authorized and empowered to grant), to be issuing out of all and singular the Lands, Hereditaments, Tolls, Rates, Property, and Effects of the said Company, and the said Rentcharge shall be granted or conveyed to and held by the Rector for the Time being of the said Rectory and his Successors for ever; and the Grant or Conveyance thereof shall contain all such Powers of Entry and Distress for the Recovery of the said Rentcharge and other Provisions in respect thereof as the said Chancellor and the Council of the said Duchy or their Counsel shall advise, devise, or require; and such Grant or Conveyance shall be made upon such other Terms and Conditions as shall be required by the Surveyor for the Time being appointed by the said Chancellor and Council, and shall be registered in the Registry of the Diocese in which the said Rectory is situate, and enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof.

Execution of  
Works over  
Midland  
Railway.

**24.** The Railway hereby authorized where the same will pass over the *Midland* Railway shall be carried over the same by means of a Bridge at a Point within the Limits of Deviation as shown on the deposited Plans, and according to Plans to be approved by and executed under the Superintendence and to the Satisfaction in all respects of the  
Engineer



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Engineer of the *Midland* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Midland* Railway or the Traffic thereon, and so as to give Three Openings each of the clear Width on the Square at the Level of the Rails of the *Midland* Railway at the Spot where it is to be passed over by the Railway of the Company of Twenty-six Feet, with a clear Headway from the Level of the Rails for the whole Distance of Fifteen Feet.

**25.** The Company shall at all Times maintain the Bridge and Works by which the Railway shall be carried over the *Midland* Railway in substantial Repair and good Order and Condition to the Satisfaction in all respects of the Engineer of the *Midland* Railway Company, and if and whenever the Company fail so to do the *Midland* 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 the *Midland* Railway Company reasonably think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of their Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with full Costs by the *Midland* Railway Company from the Company in any Court of competent Jurisdiction.

Maintenance  
of those  
Works.

**26.** The Company shall not, without in every Case the previous Consent of the *Midland* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to, or in the Possession or under the Power of, the *Midland* Railway Company, except only such Parts thereof as it shall be necessary for the Company to take and use, enter upon or interfere with, for the Purpose of making and maintaining the Works by which their Railway is according to this Act to be carried over the *Midland* Railway.

Restricting  
Interference  
with the  
Land of the  
*Midland*  
Company.

**27.** With respect to any Land of the *Midland* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Midland* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Company to  
acquire only  
Easements  
in Land of  
*Midland*  
Company.

**28.** Provided always, that, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company.

Saving  
Rights of the  
*Midland*  
Company.

[*Local.*]

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**29.** The

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Restricting  
Interference  
with North-  
eastern  
Company's  
Line and  
Property.

**29.** The Company or any Person in the Execution of this Act shall not in any Manner either permanently or temporarily enter upon, take, or use any of the Land or Property of the *North-eastern Railway Company*, or in any Manner alter, vary, or interfere with their Railway or any of the Works appertaining thereto, save only so far as may be necessary for constructing the Railway and Works of the Company on the Lands of the *North-eastern Railway Company*, and for constructing a Bridge across the *North-eastern Railway* as herein-after provided, or as may be otherwise mutually agreed upon between and by the Company and the *North-eastern Railway Company*, and then only in accordance with such Agreement, and for maintaining and repairing that Bridge and the Works connected therewith, and their said Railway.

Provision as  
to Bridge  
for carrying  
Railway  
over the  
North-  
eastern  
Railway.

**30.** The Railway by this Act authorized shall be carried across the *North-eastern Railway* by means of a Bridge of One Span or Opening, so constructed as not to intercept the present Line of Vision of the Signals at the Junction of the *North-eastern Railway* with the *Midland Railway* as that Junction is approached from *York*, and so as to leave a clear Height of Fifteen Feet for the entire Length of such Bridge from the Surface of the Rails of the *North-eastern Railway* to the under Side of such Bridge; and the said Bridge and the Works connected therewith shall be made and constructed by and at the Expense of the Company in a substantial and workmanlike Manner, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *North-eastern Railway Company*, and so as not to endanger or interfere with the Security of their Railway or to impede the Traffic thereof, and shall for ever afterwards be so maintained and kept in good and proper Repair by and at the Expense of the Company; and the *North-eastern Railway Company* may require all such Precautions to be taken by the Company in constructing, making, maintaining, and repairing the said Bridge as their Engineer for the Time being may deem expedient for protecting their Railway from Injury and the Traffic thereon from Interruption; and in case any Damage or Injury shall be caused to their Railway or the Traffic thereon by reason of the said Bridge, or during the Construction, Maintenance, or Repair thereof, the same shall forthwith be made good by the Company to the *North-eastern Railway Company*, or in the event of the Company failing so to do then the *North-eastern Railway Company* may make good the same, and recover the Cost and Expense thereof, and which they shall sustain thereby, from the Company in any Court of competent Jurisdiction.

Saving  
Rights of  
North-  
eastern  
Company.

**31.** Except as is by this Act expressly provided, this Act or anything therein contained shall not extend to prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, or Powers of the *North-eastern Railway Company*.

**32.** The

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**32.** The Railway by this Act authorized shall be carried across the said *Stanley* Railway by a Bridge of One Span or Opening of not less than Twenty-eight Feet in Width, and so constructed as to leave a clear Height of Fourteen Feet for the entire Length and Width of such Bridge from the present Surface of the Rails of the said *Stanley* Railway to the under Side of such Bridge, and the said Bridge and the Works connected therewith shall be made, constructed, and maintained by and at the Expense of the Company in a substantial and workmanlike Manner to the reasonable Satisfaction of the Engineer for the Time being of the said Undertakers, and so as not to endanger or interfere with the Security of the said *Stanley* Railway, or to impede the Traffic thereof; and if any Difference shall arise between the Company and the said Undertakers as to the Construction and Maintenance of the said Bridge, such Difference shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Provision as to Bridge across *Stanley* Railway.

**33.** The said Undertakers may require all such Means and Precautions to be taken by the Company in constructing, making, maintaining, and repairing the said Bridge over the *Stanley* Railway as their Engineer for the Time being may deem expedient for protecting such Railway from Injury and the Traffic thereon from Interruption; and in case any Damage, Injury, or Interruption shall be caused to such Railway or the Traffic thereon by reason of the said Bridge, or during the Construction, Maintenance, or Repair thereof, the same shall forthwith be made good by the Company to the said Undertakers, or other the Person or Persons injured thereby, or in the event of the Company failing so to do then the said Undertakers or other Person or Persons respectively may make good such Damage or Injury, and recover the Cost and Expense thereof, and a reasonable Compensation for the Loss which may be occasioned by such Interruption, from the Company in any Court of competent Jurisdiction: Provided, that if the Company shall object to any of the Requisitions made by the Undertakers under this Enactment, and the Undertakers and the Company cannot agree thereon, the Matter in Dispute shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party.

Precautions to be taken in constructing Bridge to prevent injury.

**34.** The Company shall at their Expense, before the opening of the Railway hereby authorized for public Traffic, make through and over Lands belonging to the Company a good and sufficient Siding from such Railway to such Place on the River *Calder* now used for Navigation, between the Fields numbered 23 and 39 inclusive on the deposited Plans, in the Township of *Methley* and Parish of *Methley*, as shall within Six Months from the passing of this Act be determined by the Engineers of the Company and the Engineer of the said Undertakers, or in case of their failing to determine the same within that Time then as shall be determined

Junction to be made with River *Calder*.

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determined by an Engineer to be appointed for that Purpose by the Board of Trade.

Provision as  
to Staiths.

**35.** Provided always, that if within Six Months from the passing of this Act the Undertakers shall, by Notice in Writing under the Hand of their Clerk, signify to the Company their Desire that Tramways, Staiths, and other Works and Conveniences for the efficient Transfer of Coals, Minerals, Goods, and other Articles from or to the said Siding to or from the said Navigation should be constructed, and if the Company and the Undertakers fail for One Month after such Notice to agree as to the Nature and Extent of the Tramways, Staiths, Works, and Conveniences so to be provided; then the Company or the Undertakers may apply to the Board of Trade, who shall appoint an Arbitrator to determine the Nature and Extent of such Tramways, Staiths, Works, and other Conveniences, and the Company shall thereupon acquire such of the Lands which they are by this Act authorized to purchase as may be requisite for such Purposes; and if before the opening for public Traffic of the Railway by this Act authorized the Company shall not have constructed the Tramways, Staiths, Works, and other Conveniences agreed upon or determined by such Arbitrator, the Undertakers shall at their own Expense construct the same, and the Company for such Purpose shall convey to the Undertakers (who shall be bound to accept the same), at such Price as the Company shall have paid for the same, including a proportionate Part of the Cost of Conveyance and other Expenses connected with their Acquisition, the Lands so acquired by the Company as aforesaid, with Interest thereon at the Rate of Five *per Centum per Annum*; and the said Tramways, Staiths, Works, and Conveniences, whether constructed by the Company or by the Undertakers, may be used by all Parties requiring to use the same on such Terms and Conditions as, failing Agreement between the Company or the Undertakers on the one hand and the Parties requiring the Use thereof on the other hand, shall from Time to Time be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either of the Parties concerned.

For main-  
taining Com-  
munications  
of Foxhole's  
Colliery.

**36.** Whereas the Deviseses of *Shepley Watson* and *John Hope Shaw*, *George Brooke Nelson*, and *George Young* are respectively the Owners of certain Lands and Hereditaments in the Township of *Methley*, some Parts whereof adjoin the River *Calder*, in which Lands or some Part thereof a Colliery is now being worked, called "*The Foxhole's Colliery*," with Waggonways, Roads, and other Works and Conveniences required and used for shipping Coals from the said Colliery in the said River: And whereas the Railway by this Act authorized will pass between the said Colliery and the said River, and unless proper Provision be made may interfere with and interrupt the beneficial working of the said Colliery: Be it therefore enacted, That the said Company shall and they

are

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are hereby required to carry and construct and at all Times hereafter continue the said Railway over the Tramroad at present communicating between the said Colliery and the said River by means of an Archway or Bridge of such Width and Height respectively and in such Manner as shall be requisite or necessary to secure the due and convenient shipping of the said Coals or Minerals in the said River, and a proper Access to, from, and between the said Colliery as aforesaid and the said River at all Times and for all Purposes; and also that when any new Mines, Pits, or Works shall be hereafter sunk, opened, made, or erected for winning, working, and carrying away any of the Coal or Minerals in the said Lands now belonging to the said Devisees of *Shepley Watson* and to the said *John Hope Shaw*, *George Brooke Nelson*, and *George Young*, or any or either of them, or any Part thereof, the Company shall at their own Expense, upon being requested so to do by the Owners or Owner for the Time being of the said Lands or any Part thereof, or any or either of them, make and continue such further Communication either on the Level of the said Railway or by means of an Archway under the same, or otherwise as may be requisite or necessary to secure the due and convenient shipping of the Coals or Minerals from such new Mines, Pits, or Works in the said River, and a proper Access to, from, and between such new Mines, Pits, or Works and the said River at all Times and for all Purposes: Provided, that the said Company shall only be bound to make and continue One Communication for the Accommodation of such new Mines, Pits, or Works, in addition to the one hereby required to be provided for the said Colliery as at present worked; and if and whenever any Difference shall arise with respect to the Time or Mode of constructing or the Situation and Maintenance of such Archways, Bridges, or Communications, or either of them, or otherwise in respect thereto, the same shall be settled by Arbitration.

**37.** Whereas, under and by virtue of the *Wakefield Enclosure Act*, passed in the 33rd Year of the Reign of King *George* the Third, and intituled *An Act for dividing and enclosing the Open Common Fields, Ings, Commons, and Waste Grounds within the Townships or Graveships of Wakefield, Stanley Wrenthorpe, Alverthorpe, and Thornes, in the Parish of Wakefield in the West Riding of the County of York*, certain Rights were reserved to the Lord for the Time being of the Manor of *Wakefield* with respect to the holding, winning, working, and enjoying Mines, Coal, Iron, Stone, and Minerals within and under the said Common and other Lands, and for making and maintaining Wayleaves, Roads, Passages, Waggonways, and other Ways in, over, and along the said Commons and other Lands, as by reference to the said Act will appear: And whereas, according to the deposited Plans, the Railway by this Act authorized will pass through certain of the said enclosed Lands, and may interfere with the above-mentioned Rights so reserved: Be it therefore enacted, That whenever

Company  
to make all  
necessary  
Bridges and  
Archways  
for Accom-  
modation of  
Mines be-  
longing to  
Lord of  
Manor of  
Wakefield.

[Local.]

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the

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the Lord for the Time being of the said Manor, or any Person lawfully claiming under him, shall dig, make, or sink, or shall be about to dig, make, or sink, any Mine, Pit, or Winning, or shall commence or be about to commence working any Coal Mines or other Minerals in and under the before-mentioned Lands, the Company shall forthwith from Time to Time at their own Expense, upon being requested so to do by the said Lord for the Time being, or any Person lawfully claiming under him, make such Communications either on the Level of the said Railway, or by means of Bridges over or Archways under the same Railway, as may be necessary for the proper Accommodation of the said Mines, and for carrying away the Minerals therefrom; and if any Difference shall at any Time arise with respect to the Mode of constructing or with respect to the Situation or Maintenance of any such Communications, or with respect to the Time within which they shall be made, the same shall be from Time to Time determined at the Expense of the Company by an Engineer to be appointed by the Board of Trade upon the Application of either Party, and the Decision of such Engineer shall be final and conclusive upon all Parties interested in the said Lands: Provided nevertheless, that the Company shall not be required to construct more than Six such Communications in the whole for the Accommodation of the said Mines, and if any such Communication shall be made across the said Railway on the Level, all such Precautions as shall be necessary for the Safety of the Railway shall be found and provided by the Company at their own Expense: Provided also, that such Communications as shall be provided by the Company during the Construction of the said Railway for the Accommodation of the Lessees or Occupiers of any Mines belonging to the said Lord of the Manor, in conformity with the said Plans and Sections as deposited as aforesaid, shall to any Extent not exceeding Three in Number be deemed to be in lieu of and in satisfaction for the like Number of Communications required to be constructed by the Company under this Enactment.

Power to  
Lord of  
Manor to  
execute  
additional  
Works at  
his own  
Expense.

**38.** If the Lord for the Time being of the said Manor, or any Person lawfully claiming under him, shall consider the Communications constructed by the Company or awarded by the Arbitrator insufficient for the proper Accommodation of the said Mines, and for carrying away the Minerals therefrom, it shall be lawful for the said Lord, or any Person lawfully claiming under him, at any Time and from Time to Time, at his own Expense, to make such further Works for that Purpose as he shall think necessary, and as shall be agreed upon by the Company, or, in case of Difference, as shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and, if the Company so desire, all such last-mentioned Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be shown to such Engineer; and if it shall appear to the Company that the Construction of such last-mentioned Works according  
to

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to such Plans and Specifications would be dangerous or injurious to the Stability of the Railway, or obstructive of the Use thereof for the Passage of Traffic, and any Difference shall arise thereupon between the said Company and the said Lord, or any Person lawfully claiming under him, such Difference shall be referred to such Person as the Board of Trade on the Application of either Party shall appoint in that Behalf, and the Decision of such Person shall be final; nevertheless the Company shall not be entitled to require either that Plans shall be adopted which would involve greater Expense than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

**39.** Except as by this Act expressly provided, this Act or anything therein shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, or Authorities of the Lord of the Manor of *Wakefield*, or any Person claiming by, from, under, or in trust for him as such Lord.

Saving Rights of the Lord of the Manor of Wakefield.

**40.** If the said Undertakers shall at any Time consider the Communications constructed by the Company insufficient for the proper Accommodation of any Collieries on the North Side of such River, and for carrying away the Minerals therefrom, it shall be lawful for the said Undertakers at any Time and from Time to Time, at their own Expense, to make such further Works for that Purpose as they shall think necessary, and as shall be agreed upon by the Company, or, in case of Difference, as shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and, if the Company so desire, all such last-mentioned Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be approved by such Engineer; and if any Difference shall arise thereupon between the Company and the said Undertakers, such Difference shall be referred to such Person as the Board of Trade, on the Application of either Party, shall appoint in that Behalf, and the Decision of such Person shall be final.

Undertakers or Owners of Collieries may execute additional Works at their own Expense.

**41.** Save as by this Act and the Acts incorporated herewith is expressly authorized, nothing in this Act or the Acts incorporated herewith contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the said Undertakers, or authorize or empower the Company to divert or alter the Course or Level of the said River, or any of the Cuts or Canals connected therewith, or the Towing-path thereto, or in any Manner to obstruct the Navigation of the said River, or any Cut or Canal connected therewith, or (except with the Consent of the Undertakers) either permanently or temporarily to interfere with any Streams now supplying Water to the said River, or to any Cut or Canal connected therewith, so

Saving Rights of Aire and Calder Navigation.

as

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as materially to diminish the Supply of Water thereto, or so as to alter the Level at which such Streams now flow into the said River, or into any such Cut or Canal as aforesaid.

Period for  
Completion  
of Works.

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

Penalty for  
Noncom-  
pletion of  
Railway  
within Time  
limited.

43. If the Railway by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provision herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railway shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, of which Prevention, and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence, and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificates accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Tolls.

44. The Company are hereby authorized and empowered to demand, receive, and take for and in respect of Passengers, Animals, Goods, Merchandise, and other Articles, Matters, and Things conveyed on the Railway hereby authorized the like Tolls, Rates, and other Charges, with the like Powers, as the Company are authorized and empowered to demand, receive, and take in and by the first-recited Act, and as if the Railway and Works hereby authorized had been authorized by that Act.

Power to  
apply Cor-  
porate Funds  
to Purposes  
of Act.

45. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already raised or may hereafter raise under the Provisions of any Act or Acts from Time to Time in force with respect to the Company, and not required for the Purposes to which they are by such Act or Acts respectively made specially applicable.

Power to  
raise addi-  
tional  
Capital by  
new Shares.

46. In addition to the Sum or Sums of Money which the Company are authorized to raise by the recited Acts, the Company may from Time to Time raise by the Creation of new Shares in their Undertaking, in  
One



*The West Yorkshire Railway Act, 1863.*

One or more Class or Classes, and of such Amounts, as shall from Time to Time be determined by the Resolution of any Ordinary or Extraordinary Meeting of the Company, any additional Sums of Money not exceeding in the whole Seventy-five thousand Pounds.

47. The Company may from Time to Time, with the Sanction of Four Fifths of the Votes of the Shareholders voting personally or by proxy at any Extraordinary Meeting convened with Notice of this Purpose, attach to any Share created by the Company under the Powers of this Act before the Issue of such Shares any Interest or Dividend, or any perpetual, terminable, fixed, variable, contingent, or absolute Preference or Priority of Interest or Dividend, not exceeding the Rate of Five Pounds *per Centum per Annum* as to the Company shall seem fit.

Privileges may be attached to new Shares.

48. Except as is by this Act otherwise provided, the new Share Capital created by this Act and the Shares therein, and the Holders of those Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if that new Capital were Part of the now existing Ordinary Share Capital, and those Shares were Shares in that Ordinary Capital.

New Shares to be subject to the same Incidents as Ordinary Shares.

49. The Company may from Time to Time issue in "Preferred Half Shares" and "Deferred Half Shares," in accordance with the Provisions of this Act, any Part of the Share Capital by this Act authorized and for the Time being remaining to be raised, and to such Persons and on such Terms and Conditions as the Company think fit.

Power to issue Capital on Half Shares.

50. Of every Two Half Shares created under the Powers of this Act one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share."

Division of Half Shares into Two.

51. From and after the Time when the Half Shares shall become entitled to Dividend the Dividend which if such Half Shares had been created and issued as entire Shares would from Time to Time be payable thereon shall be applied in Payment of Dividends on the Two Half Shares substituted for the entire Share, as follows; to wit, the whole of the Interest and Dividends which shall accrue in each Year shall be applied in or towards Payment, in the first place, of Interest or Dividend after such Rate not exceeding Five *per Centum per Annum* as shall be determined by a General Meeting of the Company on the Amount paid up on the Half Share so denominated "Preferred Half Share," and the Remainder, if any, in Payment of Dividend on the "Deferred Half Share."

Dividends on Half Shares.

52. Provided always, that the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from

Dividend on Two Half Shares not

*The West Yorkshire Railway Act, 1863.*

to exceed  
Dividend on  
One entire  
Share.

Time to Time been payable on the entire Share if the same had been created and issued as an entire Share.

As to  
Dividend on  
preferred  
Half Shares.

**53.** Each preferred Half Share shall be entitled to the preferential Dividend (if any) which may be attached to it by the Company as aforesaid out of the Profits of each Year, in priority to the "Deferred Half Share" bearing the same Number.

Preferential  
Shares en-  
titled only to  
Dividends  
out of the  
Profits of  
the Year.

**54.** If in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of the preferential Dividend on any Share created by virtue of this Act for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Saving  
existing  
Preference  
Shares.

**55.** Any Preference or Priority in the Payment of Interest or Dividend which may be granted by the Company in pursuance of this Act on any Shares created under the Powers of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends on any other Shares which may have been granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may be otherwise lawfully subsisting.

Option of  
converting  
existing  
Shares or  
Stock into  
Half Shares.

**56.** The Directors, with the Sanction of a General Meeting of the Company, from Time to Time may give to the Holders of the Shares in the existing Share Capital, or of the Stock of the Company, the Option of having such Shares or Stock divided into "Preferred Half Shares" and "Deferred Half Shares," and may fix the Period within which the Option may be exercised: Provided that the Dividend on any such "Preferred Half Share" shall not exceed *Five per Centum per Annum*.

Notice of  
such Option  
to be given  
to Share-  
holders.

**57.** Within Ten Days after the Directors have resolved on giving any such Option they shall by Letter under the Hand of the Secretary, delivered to every Holder of the Shares or Stock in question, or sent by Post addressed to him according to his Address in the Books of the Company, give Notice to him of such Option, of the Period within which it may be exercised, and of the Rate of Dividend to be payable on the "Preferred Half Shares," and every such Notice given by Letter sent by Post shall be considered as given on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

Shares as to  
which Option  
is exercised  
to be di-  
vided into  
Half Shares.

**58.** In every Case in which the Holder of any of the Shares or Stock in question gives, within the Period fixed for exercising the Option, Notice in Writing to the Secretary of the Company of the Intention of such Holder to avail himself of the Option, and specifying the Numbers of

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of his Shares, or the nominal Value of his Stock which he desires to be divided into Half Shares, every Share or Amount of Stock so specified, if the Amount of such Stock shall be capable of being so divided, shall be divided into Two Half Shares according to the Provisions of this Act.

**59.** Provided always, that the Directors, if they so think fit, but not otherwise, may permit any such Holder who from Absence abroad, or other Cause satisfactory to the Directors, omits to signify within the Period fixed for exercising such Option his Intention to avail himself of it, notwithstanding such Period shall have elapsed, as well in regard to the Shares in the existing Capital as in regard to the Shares authorized by this Act.

Directors may enlarge Time for accepting Option.

**60.** Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share or Stock Certificate in respect of which it is issued or for which it is substituted, and the Directors shall issue Certificates of the Half Shares accordingly in such Form as the Directors think proper for denoting the Conversion thereof and the respective Nature of the Half Shares, and the Directors shall make in the Register of the entire Shares so converted Entries of the Conversion thereof.

Half Shares to be registered and Certificates issued.

**61.** The Terms and Conditions on which any "Preferred Half Share" or "Deferred Half Share" created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of every such Share.

Terms, &c. stated on Certificates.

**62.** Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share created by Division of an existing Share or of Stock until the Certificate of the existing Share or Stock be delivered to them to be cancelled, or it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Certificates of converted Shares or Stock to be delivered up and cancelled.

**63.** Except as is by this Act otherwise provided, the several Half Shares under this Act shall be Shares in the Capital of the Company, and all such Rights, Privileges, Liabilities, and Incidents shall attach and be incident to and be conferred by the Half Shares as to and by the entire Shares or Amount of Stock respectively divided into Half Shares.

Half Shares to be Shares in Capital.

**64.** All Half Shares held by the same Persons at the same Time shall confer Qualifications and Rights of voting in proportion to the Number of Sums of Twenty Pounds into which the Sum paid up upon such Shares shall be capable of being divided.

Votes in respect of Half Shares.

**65.** The

*The West Yorkshire Railway Act, 1863.*

Power to  
borrow on  
Mortgage.

**65.** The Company may from Time to Time borrow on Mortgage, and if subsequently paid off may again reborrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Twenty-five thousand Pounds, in addition to the Sums which the Company are now authorized to borrow, and for securing the Repayment of the Sum so borrowed, with Interest, may mortgage the Undertaking belonging to the Company, but no Part of that Sum of Twenty-five thousand Pounds shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by Shares is subscribed for or taken, and One Half thereof is paid up, and until the Company shall 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 all that additional Capital is subscribed for or taken, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Former  
Mortgages  
to have  
Priority.

**66.** All Mortgages granted under the Authority of the recited Acts or any of them prior to the passing of this Act shall during the Continuance thereof have Priority over all Mortgages to be granted by virtue of this Act.

Application  
of Monies.

**67.** All and every Part of the Monies from Time to Time raised by the Company under this Act by Shares or by borrowing shall be applied, in the first place, towards executing the Works by this Act authorized, and subject thereto shall be applicable to the general Purposes of the Company.

Interest not  
to be paid  
on Calls  
paid up.

**68.** The Company shall not, out of any Money by this Act authorized to be raised by Calls, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

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

**69.** The Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

**70.** The

*The West Yorkshire Railway Act, 1863.*

70. The Time limited by the recited Acts or the Acts incorporated therewith for the Sale of any of the superfluous Lands of the Company shall be extended to a Period of Ten Years after the passing of this Act.

Extension of Time for Sale of superfluous Lands.

71. If at any Time within Six Months from the passing of this Act the *North-eastern* Railway Company and the *Lancashire and Yorkshire* Railway Company, or either of them, shall express to the Company in Writing under their respective Common Seals the Desire of one or both of them to become joint Owners on equal Terms with the Company of the Railway by this Act authorized, and the Intention of such one or both of such Companies to apply to Parliament for Powers for effecting such Object, the Company shall and they are hereby required to concur in such Application, and to take all Steps or Proceedings which may be necessary on their Part with a view to facilitating the Acquisition by the Companies or Company so signifying such Desire of such joint Ownership, subject to such Provisions and Stipulations as Parliament may think fit: Provided, that this Obligation shall not be binding upon or enforceable against the Company unless the Companies or Company who may desire to acquire such joint Ownership shall be willing and bound to repay to the Company an equal proportionate Part with the Company of the Outlay and Expenses then incurred by them in or about the Execution of this Act, and also to pay an equal proportionate Part with the Company of all future Outlay and Expenses to be incurred under this Act, and also an equal proportionate Part with the Company of all Costs and Expenses to be thereafter incurred in relation to the Maintenance, Management, and Repair of the Railway, or otherwise in relation thereto.

For the Admission of the North-eastern and Lancashire and Yorkshire Companies as Joint Owners of the Railway.

72. From and after the passing of this Act the Name of the Company, instead of being the Name "*The Bradford, Wakefield, and Leeds* Railway Company," shall be the Name "*The West Yorkshire* Railway Company," and under that Name the Company shall be and continue as if that Name were the Name under which the Company were originally incorporated.

Change of Name to "*The West Yorkshire Railway Company.*"

73. From and after the passing of this Act the several Railways, Sidings, Stations, Buildings, Lands, Works, and Conveniences and Property of the Company under the several Acts already passed relating to the Company, and the several Lands, Lines of Railway, Works, and Conveniences from Time to Time acquired and made by the Company under this Act, and all other the Lands and Property from Time to Time of the Company, shall together be known as "*The West Yorkshire* Railway," and shall be vested in and be the Company's Railways, Works, Lands, and Property.

Railways to constitute "*The West Yorkshire Railway.*"

[*Local.*]

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74. Not-

*The West Yorkshire Railway Act, 1863.*

Company to  
continue in-  
corporated.

**74.** Notwithstanding the Change of the Company's Name, but subject to the Provisions of this Act, the Company shall continue incorporated and be regulated by and in accordance with the several Acts already passed relating to the Company, and from Time to Time in force, and this Act respectively; but from and after the passing of this Act those Acts respectively shall be read and have effect as if the Company were named or referred to therein by their Name under this Act instead of by their original Name of Incorporation.

General  
Saving of  
Rights not-  
withstand-  
ing Change  
of Name.

**75.** Notwithstanding the Change of the Company's Name, everything before the passing of this Act done, suffered, and confirmed respectively by, against, or with reference to the Company by their original Name shall be as valid as if the Change of Name had not taken place, and the Change of Name and this Act respectively shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Change of Name had not happened would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Provisions of  
other Acts  
continued.

**76.** Notwithstanding the Change of the Company's Name, all the Provisions of any and every Act of Parliament relating to the Company, and their Directors, Officers, and Servants respectively, and on the passing of this Act in force, shall be of the like Force as if the Change of Name had not happened, and may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants respectively accordingly.

Contracts,  
&c. pre-  
served.

**77.** Notwithstanding the Change of the Company's Name, all Purchases, Sales, Conveyances, Contracts, Agreements, Guarantees, and Securities whatsoever before the passing of this Act made, executed, or entered into by, to, or with respect to the Company shall be as valid and effectual to all Intents for, against, and with respect to the Company as if the Change of Name had not happened, and may be proceeded on and enforced accordingly.

Saving  
Rights of the  
Crown and  
the Duchy of  
Lancaster.

**78.** Provided always, that nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

**79.** This

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*The West Yorkshire Railway Act, 1863.*

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79. This Act or anything therein shall not exempt the Railways by this or the said recited Acts authorized from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session, or from any future Revision and Alteration, under the Authority of Parliament, of the Tolls for small Parcels, and the maximum Rates of Fares and Charges, by the firstly-recited Act or this Act authorized.

Railways not exempt from Provisions of present and future General Acts.

80. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

Expenses of Act.

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