



CHAPTER cli.

An Act for making a Railway from the West Yorkshire Railway of the Great Northern Railway Company at Beeston to Leeds and Hunslet with a Bridge over the River Aire between Leeds and Hunslet and for other purposes. A.D. 1893.

[27th July 1893.]

WHEREAS the making and maintaining of the railways and bridge in this Act described would be of public and local advantage :

And whereas the persons in that behalf in this Act named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a Company and the requisite powers conferred upon them :

And whereas it is expedient that the Company so incorporated and the Great Northern Railway Company and the Corporation of the city of Leeds be authorised to make agreements and arrangements as by this Act provided :

And whereas it is expedient that the Company should be empowered subject to the provisions of this Act to pay interest upon the amount paid up from time to time in respect of the shares in their capital :

And whereas plans and sections showing the lines and levels of the railways bridge and works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the West Riding of the county of York and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

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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 as the Hunslet Railway Act 1893.

Incorporation of general Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

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 Company" means the Company incorporated by this Act ;

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

The expression "the bridge" means the new bridge over the River Aire by this Act authorised ;

The expression "the undertaking" means the railways bridge works and undertaking by this Act authorised ;

The expression "the corporation" means the mayor aldermen and citizens of the city of Leeds :

And for the purposes of this Act 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 be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Armitage Ledgard Matthew Hall Lawrence Clayton Thomas Metcalf and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and bridge and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the Hunslet Railway Company and by that name shall be a body corporate with perpetual

succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act. A.D. 1893.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways bridge and works herein-after described with all proper stations sidings approaches junctions viaducts works and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways bridge and works herein-before referred to and authorised by this Act are the following (that is to say):—

Power to
make rail-
ways bridge
and works.

- (1.) A Railway Number 1 two furlongs and six decimal five chains in length wholly in the township of Beeston in the parish and city of Leeds commencing by a junction with the up line of the West Yorkshire Railway of the Great Northern Railway Company at a point two hundred and ninety yards or thereabouts measured along that railway in a southerly direction from the centre of the bridge carrying the said railway over the Leeds and Dewsbury main road and terminating in a field belonging or reputed to belong to the Low Moor Company Limited and in the occupation of William Clarkson at a point thirteen yards or thereabouts measured in a south-easterly direction from the south side of the said main road and three hundred and ten yards or thereabouts measured in a north-easterly direction from the east side of the said bridge;
- (2.) A Railway Number 2 two furlongs and eight decimal five chains in length wholly in the said township of Beeston commencing by a junction with the down line of the West Yorkshire Railway of the Great Northern Railway Company at a point two hundred and ninety yards or thereabouts measured in a southerly direction along that railway from the centre of the bridge carrying the said railway over the Leeds and Dewsbury main road and terminating in the said field at the point of termination of Railway Number 1 before described;
- (3.) A Railway Number 3 three miles four furlongs and nine chains in length commencing by a junction with Railways Numbers 1 and 2 at the termination thereof before described and terminating in the township of Leeds in the parish and city of Leeds at a point on the south side of South Accommodation Road fifty-seven yards or thereabouts measured in a north-easterly direction along that road from the centre of the bridge carrying the said road over the River Aire;

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(4.) A Railway Number 4 three furlongs and nine chains in length commencing in the township of Leeds by a junction with Railway Number 3 before described in a field belonging or reputed to belong to Harold Mark Carter and in the occupation of John Lister at a point four hundred and twenty yards or thereabouts measured in a south-easterly direction from the centre of the bridge carrying South Accommodation Road over the River Aire and one hundred and ninety yards or thereabouts measured in an easterly direction from the south-east corner of Hunslet Mill and terminating in the township of Hunslet in the parish and city of Leeds at a point on the east side of Clarence Road one hundred and sixty-three yards or thereabouts measured in a northerly direction along that road from the centre of South Accommodation Road ;

(5.) A bridge with approaches over the River Aire commencing in the township of Hunslet at a point on the south side of Goodman Street one hundred and twenty yards or thereabouts westward of the westward side of the River Aire thence crossing that river and terminating in the township of Leeds at or near the commencement of Railway Number 4 before described.

Capital and number and amount of shares.

6. The capital of the Company shall be three hundred and sixty thousand pounds in thirty-six thousand shares of ten pounds each.

Shares not to be issued until one-fifth part thereof shall have been paid up.

7. The Company shall not issue any share created under the authority of this Act nor shall any such 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 is paid in respect thereof.

Calls.

8. One-fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt on behalf of incapacitated persons.

9. If any money is payable to a shareholder or mortgagee or debenture stockholder 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 divide shares.

10. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half-shares of which one shall be

called preferred half-share and the other shall be called deferred half-share but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

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11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder (if any) in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on half shares.

12. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but 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 dividend on any preferred half-share 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.

Dividends on preferred half-shares to be paid out of the profits of the year only.

13. 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 certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half-shares to be registered and certificates issued.

14. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Terms of issue to be stated on certificates.

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Forfeiture
of preferred
half-shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards the payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred
shares not to
be cancelled or
surrendered.

16. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares
to be half-
shares in
capital.

17. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow.

18. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and twenty thousand pounds but no part thereof shall be borrowed until the whole capital of three hundred and sixty thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has 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 such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued and accepted bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appoint-
ment of a
receiver.

19. 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 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. A.D. 1893.

20. 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 and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture stock.

21. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied for the purposes of this Act only being in all cases purposes to which capital is properly applicable. Application of moneys.

22. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act. First ordinary meeting.

23. The number of directors shall be five but the Company may from time to time reduce and again increase the number provided that the number shall never be less than three or more than five. Number of directors.

24. The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.

25. The quorum of a meeting of directors shall be three. Quorum.

26. Armitage Ledgard Matthew Hall Lawrence Clayton and two other duly qualified persons to be nominated by them or the majority of them and consenting to the nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) First directors. Election of directors.

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elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Power to divert road as shown on deposited plans.

27. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and when the new portion of road is made to the satisfaction of the justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):—

Railway.	Parish.	No. of Road on Plan.
No. 2.	Leeds	5

And when and so soon as any portion of the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

Lands for extraordinary purposes.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them on any land so taken.

Period for compulsory purchase of lands.

29. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

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

30. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the

First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such 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 and other parties interested therein by severance or otherwise.

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31. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to take easements &c. by agreement.

32. In making the railways bridge and works by this Act authorised the Company may deviate laterally from the lines of the railways bridge and works respectively to any extent within the limits of deviation shown on the deposited plans and may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards or downwards or to any further extent where it may be found necessary or convenient for avoiding accommodating preserving or improving the drainage or sewers or public roads or railways or other public works and so far as may be necessary for those purposes may alter the gradients of the railways accordingly but no gradient shall be made steeper than is prescribed by the provisions of the Railways Clauses Consolidation Act 1845 unless the authority of the Board of Trade be first obtained for such steeper gradient anything in the said Act of 1845 to the contrary notwithstanding Provided always that the Company shall make full satisfaction to be ascertained in accordance with the Lands Clauses Acts to all parties interested for any damage sustained by them respectively by reason of any deviation under the powers of this section to a greater extent than might have been executed under the powers of the Railways Clauses Consolidation Act 1845.

Power to deviate.

33. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes

For the protection of the Great

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Northern
Railway
Company.

of the railways by this Act authorised and the junction thereof with the Great Northern Railway and with respect to the making and maintaining of those railways shall unless with the previous consent of the Great Northern Railway Company (herein-after called "the Great Northern Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

Limiting
interference
with land
&c.

(1.) The Company shall not without in every case the previous consent of the Great Northern Company in writing under their common seal take use enter upon or interfere with the Great Northern Railway or any land railway siding or other work connected therewith except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed;

Company to
acquire ease-
ment only.

(2.) With respect to any land of the Great Northern 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 using the same for the purposes for which but for this enactment the Company might purchase and take the same;

(3.) The Railway Number 2 hereby authorised near Beeston shall be constructed over the Great Northern Railway by means of a wrought iron or steel girder bridge of three spans one of which shall be of the clear width of twenty-eight feet and the other two shall each be of the clear width of sixteen feet all spans being measured on the square with a clear headway throughout of fourteen feet six inches measured from the upper surface of the rails of the Great Northern Railway;

(4.) The junctions of Railways Nos. 1 and 2 with the Great Northern Railway near Beeston shall be effected at such point and in such manner and according to such mode of construction as shall be reasonably approved of by Richard Johnson or other the engineer for the time being of the Great Northern Company before the commencement of the work;

Plans &c.
of works to
be approved.

(5.) The said railways by this Act authorised where the same will be made upon or across or will otherwise interfere with the Great Northern Railway or with any railway siding or other work belonging to the Great Northern Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be submitted to and previously approved by the said Richard Johnson or other the engineer for the time being of the Great

Northern Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided ;

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- (6.) The Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the Great Northern Railway or any sidings or other works or 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 Company the expense of the employment by that Company during the execution of any work affecting the Great Northern Railway or any siding or other work of the Great Northern Company of a sufficient number of inspectors watchmen flagmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company 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 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 of any person in the employ of the Company or of their contractors or otherwise any railway or any siding or other work of the Great Northern Company 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 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 or delay shall be occasioned to the traffic of or upon any such railway or any siding or other work of the Great Northern Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Northern Company all costs and expenses to which that Company may be thereby put as well as full compensation for all loss and inconvenience sustained by them by reason of any such interruption or delay such costs expenses and compensation to be recoverable with full costs by the Great Northern Company from the Company in any court of competent jurisdiction ;

Traffic not to be obstructed.

Company to pay costs of inspection during progress of works.

Compensation for injury.

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 Bridges &c.
 to be main-
 tained.

(9.) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried across the railways sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said Richard Johnson or other the engineer for the time being of that Company And if and whenever the Company fail so to do the Great Northern 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 Great Northern 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 Company from the Company in any court of competent jurisdiction ;

(10.) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings of constructing bridges under or over the said railways of the Company they shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such bridges according to plans to be agreed on between the respective engineers for the time being of the two Companies or in case of difference to be determined by arbitration as hereafter provided ;

Arbitration.

(11.) If any difference shall arise between the Company and the Great Northern Company or their respective engineers as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration ;

(12.) In order to facilitate the transmission of traffic between all places upon or beyond the Great Northern Railway and places on the railways by this Act authorised the Company and any other railway company lawfully using or working their railways shall at all times hereafter afford to the Great Northern Company all proper reasonable and necessary facilities for the convenient working forwarding and conveyance of such traffic including among other things through booking through tickets and invoices through rates and fares and so far as reasonably may be through carriages and waggons and shall perform and provide at the several stations upon the railways hereby authorised all proper and sufficient facilities and services in the

reception forwarding transmission conveyance and delivery of such traffic and shall accommodate manage and forward the said traffic and give such facilities and services as effectually regularly and expeditiously as if it were their own proper traffic and the rates and charges for such traffic and the payment of tolls rates and charges and the arrangements to be made in respect of such traffic shall be agreed on between the two Companies or failing agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

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34. For the protection of the Honourable Emily Charlotte Meynell Ingram her heirs successors in estate and assigns (all of whom are in this section included in the expression "the owner") the following provisions shall unless otherwise agreed between the owner and the Company be observed and have effect (that is to say) :—

For protection of the Hon. Emily Charlotte Meynell Ingram.

- (1.) Railway Number 3 by this Act authorised shall be carried through the land of the owner within the limits shown by a red colour on a plan signed by John Farrer of Oulton land surveyor on behalf of the owner and by William Beswick Myers civil engineer on behalf of the Company with such slight deviation therefrom as may be unavoidable but no deviation as aforesaid shall bring the said railway nearer to the tram lines shown on the said plan lying to the east of the said railway than the said red colour ;
- (2.) The said Railway Number 3 and works connected therewith shall be so constructed as not to project into the River Aire beyond the face of the present bank of the river ;
- (3.) Instead of carrying the said railway through the lands of the owner entirely on an embankment as shown by the deposited plans and sections the Company shall substitute for an equivalent length of embankment nine arches of at least thirty feet clear span each and with at least twenty feet clear headway above the present surface of the ground such headway to be increased to not exceeding thirty feet where practicable ;
- (4.) The Company shall provide an additional arch for a new road at such point in the said embankment as may be required by the said owner of the width of forty-two feet or such greater width as may satisfy the requirements of the Leeds Corporation ;
- (5.) The position of the aforesaid arches shall be fixed by the owner prior to the completion of the purchase from her of the land which the Company may compulsorily acquire from

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her but the owner shall not be entitled to divide the said nine arches into more than three sets of arches ;

- (6.) The Company shall only acquire an easement from the owner for the piers and abutments of the said arches upon the land of the owner and shall not acquire the land covered by the arches piers and abutments and shall not except by agreement with her acquire land outside the limits of the land coloured red on the said plan except as may be necessary for any such slight deviation as aforesaid ;
- (7.) The Company shall provide and maintain upon their own land a good and sufficient railway siding to their said railway for the use of the owner and the lessees and occupiers from time to time of any colliery or other works upon her estate such siding to be formed in such a position that access thereto can be obtained from her estate and all reasonable facilities shall be afforded by the Company for such access including support from the embankment and works of the Company if required and they shall also provide and maintain all such points switches signals and other appliances and apparatus as will make the siding available for traffic in connexion with the railway ;
- (8.) The terms and conditions upon which the siding and the signals and appliances connected therewith are to be provided and maintained shall be such as are usual in similar cases ;
- The provisions of the Railways Clauses Consolidation Act 1845 as regards mines and minerals shall apply as to the minerals under or near to the aforesaid arches in the same manner as if the site of such arches were land purchased by the Company ;
- (9.) The works herein-before agreed to be provided shall not affect the liability of the Company to provide such culverts ditches drains and other like works as they would otherwise be liable or bound to provide and the limit of five years prescribed in section 73 of the Railways Clauses Consolidation Act 1845 for any further or additional accommodation works shall not apply ;
- (10.) The compensation to be paid to the owner by the Company shall be regulated by the provisions of the Lands Clauses Acts with reference to the purchase and taking of lands otherwise than by agreement ;
- (11.) Nothing in this section contained shall prejudice or defeat the right of the owner or her tenants to compensation for land or any easement in or over land acquired from or injury occasioned to her in their property by or in consequence of the works of the Company.

35. The following provisions for the protection of the Corporation shall unless otherwise agreed have effect (that is to say):—

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For protection of the Corporation of Leeds.

(1.) The bridges for carrying the railway over the following highways shall be constructed of the respective spans and headways and of the forms following (that is to say):—

Highway.	Span of Bridge at right angles to centre line of Street.	Minimum height above surface of Street.	Form of Bridge.
Footpath near Middleton Colliery Railway	48 feet	16 feet	Arch.
Colliery Road (Hunslet Carr) Number 56 on deposited plan.	48 feet	16 feet	Horizontal Girder.
Bell Isle Road - - - -	48 feet	16 feet	Horizontal Girder.
Wakefield Road - - - -	55 feet	16 feet	Horizontal Girder.

The prescribed headway in the case of arch bridges shall be calculated to the springing of the arch;

- (2.) All the said bridges shall so far as reasonably practicable be made and for ever hereafter kept watertight drop-dry and in repair by the Company;
- (3.) The bridges for carrying the following present and intended highways over the railway shall be of the following minimum widths between the parapets respectively (that is to say):—

Highway.	Width between Parapets at right angles to centre line of Street.
	Feet. Inches.
The Old Lane - - - - -	50 0
Footpath between Deacon Lane and Dewsbury Road - - -	9 0
Footpath near Ebor Terrace - - - - -	9 0
Cemetery Road - - - - -	38 6
Footpath adjacent to the Midland Railway between Pepper Road and Wakefield Road.	9 0
South Accommodation Road - - - - -	36 0
New South Accommodation Road when made - - - - -	50 0

Should the Corporation at any time hereafter widen Cemetery Road the Company shall when required by the Corporation to do so widen their bridge under that road to the same extent but the Corporation shall not require a greater width than fifty feet;

- (4.) All spaces under or over bridges crossing streets or roads shall be dedicated to the public use and if the Company under

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the provisions of this Act become the owners of any lands adjoining such bridges they shall dedicate to the public use a strip of land co-extensive with their ownership of sufficient width to make such highways as wide as the said bridges ;

- (5.) The parapets of the bridges carrying the railway over highways and the highways over the railway shall be at least six feet in height from the level of the rails or the highway as the case may be throughout the entire crossing of the highway or railway and a fence of the same height as the parapet shall be continued to the boundary of the adjoining houses or for a distance not exceeding twelve yards on each side of the bridge but in no case beyond the Company's boundary ;
- (6.) The approaches to bridges for carrying the footpath between Deacon Lane and Dewsbury Road and the footpath near Ebor Terrace over the railway shall be in the form of inclines and not of steps and the gradients thereof shall not exceed one in ten but the approaches to the bridge for carrying the footpath adjacent to the Midland Railway between Pepper Road and Wakefield Road over the railway may be in the form of steps ;
- (7.) The Company shall in making their railway under the powers contained in this Act sewer drain level flag and pave and make good and for ever thereafter maintain the whole of the streets or roads over bridges and the respective approaches thereto ;
- (8.) The bridges for carrying the railway over streets shall have their abutments built and the bridges for carrying streets over the railway shall have their parapets built so as not to encroach upon a line of street to be approved of by the Corporation in each case ;
- (9.) The Company shall not construct any bridge to cover any highway to a greater extent than eighty feet in length and if the Company shall require the railway to be of greater width then they shall be at liberty to construct an additional bridge or bridges of the same span headway length and form with a distance between the nearest parapets of the two bridges of not less than fifteen feet ;
- (10.) The Corporation shall reconstruct the Suspension Bridge carrying South Accommodation Road over the River Aire to a width between the parapets of not less than fifty feet and upon the completion of this work and the widening of South Accommodation Road as provided for by the next succeeding sub-section the Company shall pay to the Corporation the sum of seven thousand pounds ;

Provided that the Corporation in reconstructing the suspension bridge over the River Aire as a fixed bridge shall not unless otherwise agreed with the Undertakers of the navigation of the Rivers of Aire and Calder be entitled to reconstruct the same with a less span or with less headway under the side railings and the centre of the soffit and under and between the transverse girders of the bridge than exist in the present bridge which transverse girders shall be no less distance apart than the present transverse girders and shall execute the works according to plans sections and specifications previously submitted to and reasonably approved by the engineer for the time being of the said Undertakers and such reconstruction shall be completed within eighteen months from the time at which the same is commenced and during the reconstruction and any subsequent necessary repair of the bridge and in providing any temporary bridge during the works the Corporation shall leave open and uninterrupted a navigable waterway thereunder of a width of not less than ninety feet with a navigable depth of water throughout not less than the same navigable depth at the time existing immediately above and below such bridge and with towing paths of as nearly as practicable the same width as the existing towing paths under the same which shall at all times during the reconstruction and repair of such bridge remain open for traffic without any obstruction between the same and the said waterway and such waterway shall be at all times provided with proper mooring posts dolphins and leading fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of such reconstruction and any repairs thereof the Corporation shall remove everything which could interfere with the free navigation under the same and take from and out of the bed of the river all obstructions caused by or during or placed therein for the purposes of the execution of the works ;

- (11.) The Corporation shall in accordance with the plan and section respectively marked E and F and signed by Thomas Hewson on behalf of the Corporation and William Beswick Myers on behalf of the Company widen South Accommodation Road from Clarence Road to the north-east corner of the contemplated entrance to the Company's station in South Accommodation Road such entrance not being fixed at a point further north-east than Bridgewater Road The Company shall provide free of charge to the Corporation so much of the land necessary therefor as they have power to acquire under the

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provisions of this Act Provided always that in any widening of South Accommodation Road there shall be no encroachment upon the land contemplated to be taken by the Company for the purpose of its station site or entrance or offices in a southerly direction beyond a straight line drawn in continuation of the southern parapet or side of the present bridge spanning the River Aire;

(12.) In lieu of the low level road agreed to be made through the lands which the Company are by this Act authorised to acquire and of the footpaths which they are authorised to stop up being south of South Accommodation Road the Company shall provide free of charge to the Corporation so much of the land necessary for making a new road forty-eight feet wide with all necessary and proper slopes and with two feet in addition to provide space for a boundary fence or a subsequent widening of the road on the east side thereof the roadway being indicated by the letter A and running from South Accommodation Road in a southerly direction to a proposed road from Low Road to Knostrop Old Road and marked B on the plan herein-after referred to in the lines and according to the levels shown on the plan and section marked respectively E and G signed by Thomas Hewson on behalf of the Corporation and William Beswick Myers on behalf of the Company as is situate within their limits of deviation shown on the deposited plans and is not the property of the Honourable Emily Charlotte Meynell Ingram to which this section does not apply;

If the Corporation shall agree with the said Emily Charlotte Meynell Ingram for the purchase from her of the piece of land coloured purple on the said plan then the Company shall pay to the Corporation a sum estimated at the rate of five hundred pounds per acre for the said land;

The slope on the western side of the new road is to remain the property of the Company This provision shall not apply to land within the North Eastern Railway's limits of deviation unless the North Eastern Bill do not pass into law in the present session of Parliament in which case the Company shall give so much of such land within the North Eastern Railway limits as is within its own limits also Provided always that the Company shall not be liable to bear the costs of forming sewerage draining levelling flagging paving macadamising or maintaining the said road The Company shall have full and free access to the said road for all purposes and of drainage and sewerage into the drains and sewers thereunder to and from all land belonging to or acquired by the Company under

the provisions of this Act on either or both sides of the said road. Provided always that such access to the said road shall not apply or have effect in regard to any land of the Company on the east side of the said road if and so long as they do not use the same for the purposes of their railway. Provided also that if the Company shall not or shall cease to use the said last-mentioned land for the purposes of their railway or shall sell the same the Company shall cease to have such right of access to the said road except upon the terms set forth with regard to adjoining owners and grantees of the Company in the next following paragraph;

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No adjoining landowner or grantee of the Company other than the North Eastern Railway Company on the east side of the said road shall have access thereto unless and until he shall have purchased from the Corporation the two feet of land on such side co-extensive with the land owned by him and shall have dedicated the same for the purpose of widening the said road and shall have contributed to the Corporation one half the expense of forming sewerage draining levelling flagging paving or macadamising the said road including the widening thereof co-extensive with the land owned by him. The Corporation shall have the right to deviate the road A at the northern end thereof so as to keep the same within the Company's limits but shall not thereby cause any severance of the Company's land;

(13.) The Company shall not construct Railway Number 3 so that that part thereof which crosses the intended road B shall be west of the line drawn between the points marked C and D on the aforesaid plan;

The Company shall construct a girder bridge of one span with the soffit of the bridge 91.65 feet above the ordnance datum line and a clear headway of sixteen feet for the whole span of the bridge between the points C and D east of the line C and D and a width between the abutments measured at right angles to the road of fifty feet for the purpose of carrying the railway over the proposed road B from Low Road Hunslet to Knostrop Old Road;

The Company shall provide the land for and shall sewer flag and macadamise or pave so much of the said proposed road as may be situate within the boundaries of their property when the remainder of such road shall be laid out and inasmuch as a portion of the said proposed road passes over land belonging or reputed to belong to the Honourable Emily Charlotte Meynell Ingram the said bridge shall be constructed at such

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point as may be agreed between the said Honourable Emily Charlotte Meynell Ingram and the Corporation within fifteen months from the passing of this Act after the expiration of which period the Company may give the Corporation notice that unless a position for the bridge is fixed within the period of a further fifteen months from the expiration of the first term of fifteen months the Company will complete the construction of its line and upon the expiration of such further term the liability of the Company to construct the bridge and roadway shall cease and determine;

(14.) Notwithstanding anything in this Act contained the Corporation shall have full and free enjoyment of their easement in respect of their intercepting sewer to Knostrop and the Company shall be liable to make good to the Corporation any increased cost which they may be put to in regard to such intercepting sewer and all injury or damage thereto caused by or resulting from any of their works or operations. In all operations of the Corporation in connexion with the said sewer necessitating any interference with the works of the Company the reasonable requirements of the Company's engineer shall be observed;

(15.) The diversion of Dewsbury Road by this Act authorised if made shall extend for three hundred and thirty yards from the bridge carrying the Great Northern Railway over that road and the diverted road shall be so constructed that nowhere shall it have a more severe gradient than one in twenty;

(16.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the Corporation until they shall have given to the city engineer seven clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they will affect such street sewer drain watercourse gas and water main pipe and apparatus;

(17.) The Company shall not without the consent of the Corporation in writing signified under the hand of their town clerk alter the level of any street in the city to a greater extent than three feet either way nor shall they without the like consent alter the level of Wakefield Road to a greater extent than five feet downwards or one foot upwards;

(18.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains

pipes and apparatus of the Corporation and whenever in these sections the words "Company" and "Society" are used the same shall for the purposes of this Act be held to extend to and include the Corporation ;

- (19.) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the Corporation at the expense of the Company with any existing sewer or drain in such manner as shall be reasonably approved by the Corporation Provided that if the Corporation shall require to be constructed a sewer or drain of a better description or larger size than the one so intercepted or interfered with the additional expense caused thereby shall be borne by them ;
- (20.) Whenever the water or gas mains pipes or apparatus of the Corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay down additional mains or pipes such additional mains or pipes shall previous to such severance or interference be laid down by the Corporation at the expense of the Company Provided that the Company shall not be called upon to pay any additional cost which may be incurred by the Corporation by using mains or pipes of larger size than those taken up ;
- (21.) If by reason of the execution of any of the powers of this Act excepting those necessitated by the construction of the bridge over the River Aire at South Accommodation Road the widening of that road or in the construction of the roads A and B the Corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main or apparatus the Company shall repay to the Corporation such additional cost ;
- (22.) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the Corporation provision shall be made to the reasonable satisfaction of the Corporation for protecting such sewer drain gas or water main from injury ;
- (23.) The Company shall not permit any of their bridges or works or any of their walls parapets or screens to be used for the posting of bills or other advertising purposes except

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in respect of any bills or notices relating to the Company's business;

(24.) All works to be executed by the Company under the provisions of this section shall be carried out to the reasonable satisfaction of the Corporation;

(25.) Any expenses incurred by the Corporation in the execution of works under the provisions of this section shall be deemed to be expenses incurred by them under the Public Health Act 1875 and the Corporation may borrow the money necessary for defraying such expenses under and subject to the provisions of that Act;

(26.) Any difference which may arise between the Corporation and the Company or between the Corporation and the Undertakers of the navigation of the rivers of Aire and Calder or their engineer for the time being as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the cost of the reference shall be borne as such arbitrator shall direct.

For protection of the Midland Railway Company.

36. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railway Number 3 hereby authorised and with respect to the making and maintaining of that railway shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

(1.) The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that Company except only so far as shall be necessary for the purpose of making and maintaining the said railway as the same is according to this Act to be constructed;

(2.) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland 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;

(3.) The crossing of the Railway Number 3 over the Midland Company's Railway and sidings shall be effected at such a point within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided;

(4.) The bridge carrying Railway Number 3 over the Midland Company's North Midland Railway shall be constructed of three spans that on the western side to be one hundred feet wide the central span to be twenty-six feet wide and the span on the eastern side to be sixty feet wide with a clear headway throughout of not less than fourteen feet six inches and the piers supporting the said bridge shall not be constructed so as to exceed five feet in thickness Provided always that the engineer of the Company shall have the option of constructing two spans each of fifty-two feet wide on the western side of the said North Midland Railway in place of the span of one hundred feet herein-before provided for;

(5.) The said Railway Number 3 where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided;

(6.) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company;

(7.) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that Company during the execution of any work affecting any railway siding or other work of that Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company

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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 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 of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Midland Company 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 Midland 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 or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that company may be put as well as full compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction ;
- (9.) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried over the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company And if and whenever the Company fail so to do the Midland 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 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 Midland Company from the Company in any court of competent jurisdiction ;
- (10.) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act

or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided ;

- (11.) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

37. The following provisions for the protection and benefit of the Undertakers of the navigation of the Rivers of Aire and Calder (in this section called "the Undertakers") shall apply and have effect except so far as may be otherwise agreed in writing between the Undertakers and the Company (that is to say):—

For the protection of the Undertakers of the Aire and Calder Navigation.

- (1.) The bridge for carrying Railway No. 3 over the River Aire shall be an iron or steel girder-bridge constructed and maintained by the Company with a clear span over the said river and the towing path thereof of not less than one hundred and seventy feet. The abutments and pier of the bridge which latter shall be forty-five feet in diameter shall be placed in such positions as shall be reasonably approved by the engineer for the time being of the Undertakers and as regards the northern abutment and the pier shall be carried down to a depth of not less than fourteen feet six inches below the present level of the lower sills of the larger of the Knostrop Fall Locks ;
- (2.) No part of the soffit or underside of the span or girders of the said bridge carrying Railway No. 3 over the River Aire shall be less than thirty-five feet above the surface level of the water of the said river at the point of crossing when such surface level is nine feet six inches above the said lower sills of the said lock ;
- (3.) Notwithstanding the provisions of this Act the said bridge for carrying Railway No. 3 over the River Aire shall be converted by the Company at their own cost into an opening bridge of the best known principle and having a clear span over the said river and towing-path of not less than one hundred and seventy feet as aforesaid contemporaneously with the existing railway bridges across the river or main line of canal between the said bridge and Goole being made into opening

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bridges and the Company shall at all times thereafter work the said bridge as an opening bridge for the passage of vessels which would not otherwise be capable of passing through the same or which would require to lower their masts or funnels to pass under the bridge and such bridge shall be converted according to plans and specifications reasonably approved by and to the reasonable satisfaction of the said engineer of the Undertakers and shall be worked according to such regulations restrictions and arrangements and generally in such manner as the Board of Trade may from time to time on the application of either the Company or the Undertakers prescribe having due regard to the relative importance at the time of the railway and canal communication Provided that in prescribing such regulations restrictions and arrangements the Board of Trade shall not take into consideration the fact that the bridge has been or may be used for the purpose of shunting or marshalling traffic ;

(4.) The Company shall in constructing the bridge work No. 5 deviate the same so that the centre line thereof shall be ten feet lower down the River Aire than that shown on the deposited plans The bridge work No. 5 and the bridge for carrying Railway No. 4 over the River Aire may be fixed bridges but shall be constructed with iron or steel girders and with clear spans over the river and towing-path of not less than one hundred and forty feet and the soffit or underside of the span or girders of such bridges respectively shall be not less than nineteen feet six inches in the centre and eighteen feet six inches at a distance of sixteen feet six inches from the abutments respectively and seventeen feet at the ends respectively above the surface level of the water of the said river at the respective points of crossing when such surface level is nine feet four inches above the sill of the Knostrop Flood Lock The abutments of the said bridges respectively shall be placed in such positions as having regard to the centre line of the Railway No. 4 and to the centre line of the said bridge as required to be deviated in this sub-section shall be reasonably approved by the said engineer of the Undertakers and shall be carried down to a depth of not less than five feet eight inches below the level of the sill of the said Flood Lock ;

(5.) The Company in constructing Railway No. 3 between the south side of the River Aire at Knostrop Fall Locks and the north side of the proposed river diversion shall not deviate the same beyond the limits of the blue broken lines shown on the plan signed by William Beswick Myers on

behalf of the Company and William Hammond Bartholomew on behalf of the Undertakers ;

- (6.) The Company shall carry Railway No. 3 over the existing road shown on the deposited plans and numbered 119 in the parish of Leeds or over other reasonably and equally convenient road to be substituted therefor by means of an arch having a span of not less than thirty feet and a headway of not less than sixteen feet in every part above the surface of the said road And the Undertakers their tenants servants and workmen and all persons authorised by them shall have full and free right of way through and use of such arch and substituted road at all times and for all purposes ;
- (7.) The Company shall purchase under the powers of this Act the piece of land containing two roods twenty-two and a half perches situate at Thwaite Lock shown by green colour on the plan signed by William Beswick Myers on behalf of the Company and William Hammond Bartholomew on behalf of the Undertakers as aforesaid and convey the same (except any portion now or hereafter required for the site of any piers for the bridge carrying Railway No. 3 over the river or the roller path of the said bridge) to the trustees of the Undertakers for the purposes of their navigation and shall in carrying Railway No. 3 over such piece of land and the existing wharf of the Undertakers adjoining provide an opening under the same of not less than sixty feet in span with a clear height in every part of not less than twenty feet above the present surface of the road at the point of crossing and the Undertakers their tenants servants and workmen and all persons authorised by them shall have full and free right of way through and use of such opening at all times and for all purposes and such land so to be conveyed shall be deemed to be in satisfaction of any damage to the said wharf caused by the piers and roller path supported upon the same now or hereafter to be erected and the Company shall have a right of easement over the said piece of land and the wharf for the said Railway No. 3 ;
- (8.) If the Undertakers apply for an Act of Parliament in the Session of 1894 or 1895 to empower them to make a diversion of the River Aire on the east side of the Knowsthorpe Cut and to acquire lands therefor the Company shall not oppose the Bill for any such Act except on details for the protection of the Company in connexion with the works of the Undertakers and if the Act shall be obtained the Undertakers shall be entitled to require the Company to sell and the Company shall sell to them any portion of the land coloured blue on the said signed

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plan which the Company or the promoters of the Bill for this Act on their behalf may then have acquired except so much of such land as may be required for carrying Railway No. 3 across the same over which an easement shall be granted to the Undertakers for their river diversion. Provided that the Undertakers shall within three months from the passing of such Act give to the Company notice of their intention to exercise the powers conferred upon them and shall within the following twelve months conclude the purchase of the said land unless prevented by circumstances over which they have no control. The bridge for carrying Railway No. 3 over such diversion shall be constructed at the cost of the Company and shall not have more than three spans of sufficient width to cross the whole width of the river diversion and the foundations of the abutments and piers of the bridge shall be carried down not less than three feet below the lower sill of the larger Knostrop Fall Lock before mentioned. The Undertakers shall pay to the Company the price per acre paid by the Company or on their behalf for the several purchases proportionate to the cost of each without any differential value for any such land purchased by them from the Company as aforesaid and a proportion of any tenant right valuation and other payments payable in respect of the same and the proportion of costs and expenses attending the purchase thereof and all costs and expenses of conveying the same to the Undertakers. And the Undertakers shall also pay to the Company interest at the rate of four per centum per annum upon such cost price as aforesaid from the date of the conveyance of the said lands or the date when the Company shall first commence to pay interest under any contract of purchase whichever shall first happen;

(9.) The spans of all the bridges herein-before mentioned shall be measured in each case at right angles to the abutments of the bridges and such abutments shall be parallel to the river or river diversion at the point of crossing as the case may be;

(10.) The Company shall construct and thereafter maintain a substantial towing path wall on the south-western side of the river underneath and for a distance of thirty feet on each side of the bridge work No. 5 and of the bridges carrying Railway No. 3 and Railway No. 4 respectively over the said river and the top of such wall shall be throughout on a level with the highest part of the towing path adjacent thereto and the Company shall fill in to the same level and properly macadamize the space behind and co-extensive with such wall. The foundation of the said wall shall be carried down to a depth

of not less than two feet above the level of the sill of the Knostrop Flood Lock ;

(11.) The Company shall not without the consent of the Undertakers in any manner either permanently or temporarily divert use or interfere with the said River Aire or any of the towing paths banks or works thereof respectively save only so far as may be necessary for constructing the said bridges and the works connected therewith in the manner herein provided ;

(12.) Where in the execution of any of their works the Company divert intercept or interfere with the passage of any stream of water now flowing into or along the side of the said river they shall restore such stream to its original course or execute other works proper and sufficient for securing the flow of the water of such stream into the said river at the same level as that at which it previously entered the same ;

(13.) The said bridges and all the works connected therewith and all temporary works during the construction thereof shall respectively be carried on and completed to the reasonable satisfaction of the said engineer for the time being of the Undertakers and according to plans sections and specifications to be reasonably approved by such engineer ;

(14.) Each of the said bridges and in case of the conversion of the bridge carrying Railway No. 3 over the said river such conversion shall be completed within eighteen months from the time at which the same is commenced and during the construction and conversion and during any subsequent necessary repair thereof the Company shall leave open and uninterrupted a navigable waterway thereunder of a width of not less than ninety feet with a navigable depth of water throughout not less than the greatest navigable depth at the time existing immediately above and below such bridge and with towing paths of not less than sixteen and a half feet in width which shall at all times during the construction conversion and repair of such bridge remain open for traffic without any obstruction between the same and the said waterway and such waterway shall be at all times provided with proper mooring posts dolphins and leading fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of each such bridge or conversion and of any repairs thereof the Company shall remove everything which could interfere with the free navigation under the same and take from and out of the bed of the river all obstructions caused by or during or

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placed therein for the purposes of the execution of the works by the Company ;

- (15.) The Company shall bear and on demand pay to the Undertakers the expense of the employment by them during the execution of any work affecting their navigation of a sufficient number of watchmen and persons to be appointed by the Undertakers for watching the navigation with reference to and during the execution of any such work of the Company 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 in the employ of the Company or their contractors with reference thereto ;
- (16.) The Company shall maintain each of the said bridges in good substantial repair and in the event of any such bridge being at any time out of repair or in case of an obstruction in contravention of the provisions of this section being at any time caused to the river over which the same shall respectively pass or to the towing-paths thereof or to the traffic thereon by reason of any of the works of the Company or by reason of any neglect or omission on the part of the Company to remove anything causing such obstruction the Undertakers may give the Company seven days notice to repair such bridge or remove such obstruction as the case may be and in case of default may themselves repair such bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction ;
- (17.) The Company shall not without the consent of the Undertakers as aforesaid take or acquire any right or interest in any of the lands belonging to the Undertakers (except the lands scheduled by the Company and numbered 118 upon the deposited plans in the parish of Leeds and except lands for the abutments and piers including those required for the roller paths and leaf-supporting piers of bridges) other than an easement for constructing and maintaining the said railways and bridges ;
- (18.) In case during the execution of any of the works of the Company or of any subsequent alteration or repairs thereof or of any failure or defect therein any steam vessel boat barge or other vessels passing or intended to pass along the said river or the horses locomotives or other tractive or propellant power moving the same shall by reason of any failure or neglect of the Company or their contractors or agents to comply with the

provisions of this section be impeded or in case the navigable waterways or towing-paths herein-before required to be preserved during the progress of the works of the Company shall at any time be contracted to a less width or depth than as herein-before described then and in every such case the Company shall pay to the Undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours' notice given by the Undertakers to the Company or their secretary of the existence of such impediment or contraction and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the Undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue beyond such period as aforesaid and in case any of the said bridges or conversion of bridge shall not be completed within the time herein-before limited for the completion of the same the Company shall pay as and by way of liquidated damages to the Undertakers the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed unless prevented by strikes or unavoidable accident Provided that nothing herein contained shall extend to prevent the Undertakers from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the said river from recovering against the Company any special damages that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the Undertakers and any such persons may sue for and recover such liquidated or special damages with full costs of suit in any court of competent jurisdiction ;

- (19.) Any difference which may from time to time arise under this section between the Undertakers and the Company or their respective engineers as to any plans sections or specifications or the mode of executing any work or the money to be paid by the Undertakers for any land purchased by them from the Company as herein-before provided shall be determined by a referee to be appointed by the Board of Trade on the application of either parties and the decision of such referee shall be final and the costs of such reference shall be in the discretion of such referee.

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For protec-
tion of
Rothwell
Local Board.

38. For the protection of the local board for the district of Rothwell in the West Riding of the county of York (herein-after called "the local board") the following provisions shall have effect unless otherwise agreed between the local board and the Company (that is to say):—

- (1.) The bridge for carrying Railway No. 3 over the Leeds and Wakefield main road shall be so constructed as to have a clear span over such road of sixty feet in width between the abutments and the bridge for carrying the same railway over the Leeds and Pontefract main road shall have a clear span or width between the abutments of not less than forty-five feet;
- (2.) The before-mentioned bridges shall as far as possible be so constructed as to prevent the percolation of water on to the roads beneath;
- (3.) In altering the Leeds and Wakefield main road for the purposes of Railway No. 3 the Company shall not make the gradient of the altered portion of that road steeper than one in thirty-eight;
- (4.) Where the surface of any road shall be interfered with or disturbed by the Company in constructing Railway No. 3 or other works by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the local board restore the surface of the portion of road so interfered with or disturbed and if necessary provide for the drainage thereof and keep such portion of road in proper repair for one year from such restoration.

Confirming
agreement.

39. The agreement dated the twenty-ninth day of May one thousand eight hundred and ninety-three as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto of the first four parts and on the Company in all respects.

Restrictions
on displacing
persons of
labouring
class.

40.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

- (A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having

regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects

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as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

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(11.) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

41. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of sixteen thousand seven hundred and eighty-one pounds ten shillings and two pence Two and Three-quarters per Centum Consolidated Stock being five per centum upon the amount of the estimate in respect of the railway and bridge has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act and is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Deposit
money not
to be repaid
except so far
as railway
is opened.

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Application
of deposit.

42. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been transferred or paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of works.

43. If the railway bridge and works are 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 except as to so much thereof as is then completed.

Tolls.

44. The Company may demand and take for the use of the railway such reasonable tolls as they think fit.

Maximum
rates and
charges for
merchandise.

45. The classification of merchandise traffic and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Northern Railway Company (Rates and Charges) Order 1891 which Order is scheduled to and confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be

applicable and apply to the Company as if it were one of the railway companies named in the Order confirmed by the said Act. A.D. 1893.

46. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger trains (except small parcels containing perishable goods) the Company may demand and take any charges not exceeding the following (that is to say):— Charges for small parcels.

For the carriage of small parcels on the railway :

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

47. The maximum fares and rates of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):— Maximum fares and rates for passengers.

For every passenger conveyed in a first-class carriage threepence per mile ;

For every passenger conveyed in a second-class carriage twopence per mile ;

For every passenger conveyed in a third-class carriage one penny per mile ;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

48. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers' luggage.

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Foregoing
charges not
to apply to
special trains.

49. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway.

Agreements
with Great
Northern
Railway
Company.

50. The Company on the one hand and the Great Northern Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter and carry into effect agreements and arrangements with respect to the following matters or any of them (that is to say):—

The working use management and maintenance of the railways of the Company or any part or parts thereof;

The supply and maintenance of engines stock and plant necessary for the purposes of any agreement for the working of the railway by the Great Northern Railway Company and the employment of officers and servants;

The payments to be made and the conditions to be performed with respect to such working use management and maintenance;

The fixing collection payment appropriation and division of the tolls rates fares charges income and profits arising from the traffic on some part or parts of the respective railways and works of the contracting companies;

The interchange collection transmission forwarding and delivery of traffic upon or coming from or destined for the railways of the contracting companies;

The allowances rebates or drawbacks to be allowed or paid by one of the contracting companies to the other.

Rates and
charges on
traffic con-
veyed partly
on railway
of Company
and partly
on Great
Northern
Railway.

51. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway of the Company by the Great Northern Railway Company the railways of the two Companies shall for the purpose of short distance rates fares and charges be considered as one railway and in estimating the amount of fares and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway of the Great Northern Railway Company for a less distance than three miles fares and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on the Great Northern Railway the Company shall be deemed to be a Company connected with the Great Northern Railway Company and named in the

schedule to the Great Northern Railway Company (Rates and Charges) Order 1891 confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891. A.D. 1893.

52. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under-upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Great Northern Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement. Saving for Postmaster-General.

53. Nothing in this Act relating to the making of agreements for the working of the railway or undertaking of the Company or any part thereof by the Great Northern Railway Company shall extend to impose upon the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement made in pursuance thereof between the Postmaster-General and the Great Northern Railway Company any larger number of telegraphic messages of that company free of charge than the Postmaster-General would have been bound to transmit had such working agreements not been hereby authorised. Respecting post-office telegraphs.

54. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :— Power to pay interest out of capital during construction.

(A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same ;

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- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;
- (C.) The aggregate amount to be so paid for interest shall not exceed thirty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares ;
- (E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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.

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

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

Provision as to general Railway Acts.

56. Nothing in this Act contained shall exempt the Company or the Great Northern Railway Company or their respective 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 respective companies.

Costs of Act.

57. 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. 1898.

THE FIRST SCHEDULE.

LANDS HOUSES BUILDINGS or MANUFACTORIES of which portions only may
be required.

Parish or Township.	Number on Deposited Plans.
RAILWAY No. 3—	
Leeds - - - -	38 58 59 65 137.
RAILWAY No. 4—	
Leeds - - - -	332 333.
BRIDGE No. 5—	
Leeds - - - -	1.

THE SECOND SCHEDULE.

AN AGREEMENT made the twenty-ninth day of May one thousand eight hundred and ninety-three between THE MIDDLETON ESTATE AND COLLIERY COMPANY LIMITED (herein-after called "the Middleton Company") of the first part MARSHALL NICHOLSON of Middleton Hall in the township of Middleton in the parish of Rothwell in the county of York esquire of the second part EMILY ELIZABETH NICHOLSON of Hornsea in the said county widow the said MARSHALL NICHOLSON and THOMAS WINN of the city of Leeds in the said county of York architect of the third part WILLIAM HENRY MAUDE of Middleton Lodge in the said township of Middleton timber merchant the said MARSHALL NICHOLSON W. DOBSON of the said city of Leeds gentleman and PATRICK JOHN BALE of the said city of Leeds gentleman of the fourth part and LAWRENCE CLAYTON of Roundhay in the parish of Barwick in Elmet in the said county of York engineer and ISAAC GOULD of Hunslet in the said city of Leeds contractor two of the promoters of a Bill now pending in Parliament intituled "An Act for making a railway from the West Yorkshire Railway of the Great Northern Railway Company at

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“ Beeston to Leeds and Hunslet with a bridge over the River Aire between Leeds and Hunslet and for other purposes ” on behalf of themselves and all other the promoters of the said Bill of the fifth part WHEREAS the Middleton Company are entitled for an estate in fee simple in possession subject to certain exceptions and reservations of some of the minerals lying thereunder to certain lands in the parishes of Leeds and Rothwell in the West Riding of the said county of York included within the limits of deviation herein-after referred to AND WHEREAS the said Marshall Nicholson is entitled for an estate in fee simple in possession to certain lands in the said city of Leeds included within the said limits for an estate in fee simple in possession subject to an exception and reservation of certain of the minerals in and under the same with powers of working such excepted minerals AND WHEREAS the Middleton Company are now entitled to such last-mentioned minerals together with the power of working the same AND WHEREAS the said parties hereto of the third part as trustees of the will of the late William Nicholson are entitled for an estate in fee simple in possession to certain lands included within the limits of deviation herein-after referred to AND WHEREAS the said parties hereto of the fourth part are entitled for an estate in fee simple in possession to a piece of land included in the said limits of deviation which piece of land has recently been acquired by them as a site for the new church of St. Andrew to be erected at Stourton in the said parish of Rothwell AND WHEREAS the promoters of the said Bill herein-after called “ the Promoters ” are seeking by the said Bill to obtain the incorporation of a company by the name of the Hunslet Railway Company (herein-after called “ the Railway Company ”) for the purpose of making and maintaining certain railways therein described as Railways Numbers 1 2 3 and 4 and Number 5 a bridge over the River Aire AND WHEREAS it appears from the deposited plans and sections that the said Railways Numbers 1 2 and 3 will pass for a considerable distance through the lands of the Middleton Company and a large portion of their lands are within the limits of deviation as shown by the said deposited plans and sections and may be taken compulsorily under the powers contained in or referred to by the said Bill AND WHEREAS the lands to which the said parties hereto of the second and third parts are respectively entitled as aforesaid are liable to be taken compulsorily intersected and otherwise interfered with under the powers contained in or referred to by the said Bill AND WHEREAS the

said Bill further proposes to authorise the acquisition by the railway company for the purposes of the undertaking thereby authorised of the piece of land to which the said parties hereto of the fourth part are entitled as aforesaid AND WHEREAS the said parties hereto of the first four parts have petitioned that the said Bill may not pass into law as it now stands Now IT IS HEREBY AGREED between the parties hereto as follows:—

1. The said parties hereto of the first four parts shall withdraw their opposition to the said Bill.

2. The said parties hereto of the first and second parts shall sell and the railway company shall purchase at such price as shall be agreed upon between the Middleton Company and the said Marshall Nicholson on the one hand and the said Lawrence Clayton and Isaac Gould on the other hand or in default of such agreement as shall be determined in the same manner as disputed compensation is under the Lands Clauses Acts determinable in the case of the purchase and taking of lands otherwise than by agreement such lands within the limits of deviation upon the deposited plans as belong to the Middleton Company and the said Marshall Nicholson respectively and may be required for the construction of the railway inclusive of a right or easement for the railway company to carry make and maintain their railway by means of the viaduct referred to in the schedule hereto over the land of the Middleton Company which lies between the piers of the said viaduct.

3. The railway company shall not be entitled to any mines of coal ironstone fireclay slate or other minerals under the lands herein-before agreed to be purchased by them except only such parts thereof as shall be necessary to be dug and carried away or used in the construction of the works and the Middleton Company and the said Marshall Nicholson shall be entitled to all such rights of working the minerals in and under the said lands within the said limits in a proper and workmanlike manner and any adjoining minerals as the Middleton Company or the said Marshall Nicholson as the case may be would have been entitled to in case such lands had been compulsorily acquired by the railway company in pursuance of the powers expressed to be conferred upon them by the said Bill but no surface working or digging shall be carried on to the injury detriment or disturbance of the railway company within the said limits.

4. The lands and easements hereby agreed to be sold to the railway company are sold subject to all chief and other rents land-tax and tithe rentcharges and other payments issuing thereout and to all rights of way and water and other easements (if any) affecting the same and to all tenants rights and to all rights of working searching for and getting the minerals in or under the same which have been excepted or reserved and are now vested in any person or persons or corporation or corporations other than the said parties hereto of the first and second parts.

5. One third of the purchase money shall be paid by the railway company to the parties hereto of the first and second parts before the railway company shall take possession of any part of the said lands hereby agreed to be purchased by them and the remainder of the purchase money with interest thereon at the rate of four pounds per centum per annum from the time of the railway

A.D. 1893. — company having first taken possession of any part of the last-mentioned lands except for such period as the payment of the remainder of the purchase money shall be delayed through the wilful default of the vendors shall be paid by the railway company to the parties hereto of the first and second parts on or before the expiration of three calendar months from the railway company having first taken possession of any part of the last-mentioned lands.

6. On payment by the railway company to the said parties hereto of the first and second parts of one third of the purchase money the railway company shall be entitled to the possession or the receipt of the rents and profits of the lands and the exercise of the rights and easements hereby agreed to be purchased by them and shall from the time of such payment discharge the outgoings payable in respect of the lands hereby agreed to be purchased by them and until such payment the possession will be retained and the rents and profits received and the outgoings discharged by the said parties hereto of the first and second parts and such rents and outgoings shall if necessary be apportioned between the railway company and the parties hereto of the first and second parts for the purpose of this clause.

7. On the payment of the remainder of the purchase money with interest thereon as aforesaid at the time herein-before mentioned the parties hereto of the first and second parts and all other necessary parties (if any) will execute a proper assurance to the railway company of the lands and easements hereby agreed to be purchased by the railway company.

8. If from any cause whatever except the wilful default of the vendors to complete the sale the remainder of the purchase money shall not be paid at the expiration of such three calendar months as aforesaid the railway company shall pay interest thereon at the rate of four pounds per centum per annum from the expiration of such three calendar months until payment thereof.

9. The costs of the conveyance of the lands and easements hereby agreed to be purchased by the railway company shall be borne by the railway company and such costs shall include all charges and expenses incurred on the part as well of the parties hereto of the first and second parts as of the railway company of all conveyances and assurances of the said lands and easements and of any outstanding terms or interests therein and of deducing evidencing and verifying the title to such lands easements terms or interests and of making out and furnishing such abstracts and attested copies as the railway company may require and all other reasonable expenses incident to the investigation deduction and verification of title.

10. The railway company shall make and at all times thereafter maintain at their own cost the works specified in the schedule hereto and construct their railways in accordance with the provisions therein contained except where otherwise specified in the said schedule or agreed between the parties hereto.

11. The railway company shall not enter upon or interfere with the private railway of the Middleton Company or any of the lands or works connected therewith or execute any works whatever under or affecting the same until the railway company shall have delivered to the Middleton Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the secretary for the time being of the Middleton Company or in the event of his failure to approve of the same for fourteen days after the same shall have been so delivered as aforesaid by some civil

engineer to be nominated by the President for the time being of the Institute of Civil Engineers upon the application of any of the parties hereto.

12. All the branch lines sidings bridges arches roads and other accommodation works to be constructed in pursuance of this agreement and all other works to be executed by the railway company for the accommodation of the Middleton Company shall be carried out and done by and at the expense of the railway company under the direction and to the reasonable satisfaction of the engineer for the time being of the railway company and the secretary for the time being of the Middleton Company or in case they differ then of some civil engineer to be nominated as aforesaid and the decision of such civil engineer as aforesaid upon any question shall be final and conclusive.

13. During the construction of the said Railways Numbers 1 2 and 3 and the other works herein-before mentioned the railway company shall interfere as little as possible with the transit of the traffic of the Middleton Company over their private railway or with the use of any roads or paths on the lands of the Middleton Company which shall be crossed by the said railways And if and whenever the transit of traffic over the said private railway or over any roads on the lands of the Middleton Company shall from any cause whatever be stopped by the railway company the railway company shall at their own expense cart the said traffic and shall bear all the expense of unloading and reloading the same and shall forward the same with all reasonable despatch so that the Middleton Company or any persons using the said private railway or any of the said roads shall not be subjected to any additional expense or unnecessary delay in the transport of their traffic.

14. The railway company shall at all times upon the usual terms provide proper signalmen and pointsmen and all necessary accommodation at the junction of the branch line mentioned in the schedule hereto with their line for the interchange and forwarding of the traffic of the Middleton Company or any traffic coming over their private railway.

15. The Middleton Company and the said Marshall Nicholson will as soon after the railway company shall have paid the first instalment of the purchase money as the railway company shall require them to do so give notice to the tenants of the lands agreed to be purchased to determine their tenancies.

16. The railway company shall not acquire or take or in anyway interfere with any part of the lands to which the said parties hereto of the third and fourth parts are entitled as herein-before recited or the enjoyment thereof and shall not by virtue of any Act authorising the said Railways Numbers 1 2 and 3 or any other railways have the power to acquire or take or in any way interfere with any part of the last-mentioned lands or the enjoyment thereof.

17. The said parties hereto shall be entitled to all such statutory and other rights as they would have been entitled to in case the lands herein-before agreed to be sold by the parties hereto of the first two parts had been compulsorily acquired by the railway company in pursuance of the powers expressed to be conferred upon them by the said Bill.

18. All the stipulations herein-before contained other than those contained in clauses 1 and 17 are to be considered as conditional upon the promoters obtaining in the present session of Parliament an Act incorporating the railway company and authorising the said Railways Numbers 1 2 and 3 and

A.D. 1893. upon the amount of capital thereby authorised to be subscribed being subscribed.

19. As soon as the railway company shall have been incorporated the stipulations and agreements herein contained and entered into by the said Lawrence Clayton and Isaac Gould on behalf of the railway company shall be ratified confirmed and entered into by the railway company by such instrument under their common seal to be prepared and executed at their expense as the solicitors of the said parties hereto of the first second third and fourth parts shall reasonably require and until the same shall have been done each of them the said Lawrence Clayton and Isaac Gould his heirs executors and administrators shall be personally responsible to each of the said parties hereto of the first four parts their heirs and assigns for the due performance of the several stipulations and agreements herein-before entered into by the said Lawrence Clayton and Isaac Gould on behalf of the railway company and be liable to damages for the breach non-performance and non-observance of the same or any of them.

20. This agreement is made subject to the sanction of Parliament and to such alterations as Parliament may think fit to make therein.

THE SCHEDULE TO THE ABOVE WRITTEN AGREEMENT.

STANK HALL APPROACH.

A bridge forty-two feet wide between the parapets over the proposed railway at some point between the commencement of Railway Number 3 and Old Lane as may be found most convenient by the railway company and so that the said bridge shall not be above the present surface of the ground The railway company shall also acquire sufficient land to make and will make a road forty-two feet wide from the said bridge to the lands of the Middleton Company and will make and procure a grant from all necessary parties to the Middleton Company of a right of way along the said road for all purposes to and from their lands from and to the Dewsbury Road with a right to lay down sewers and gas and water pipes under the lands occupied by the said road and across the said bridge and to do all such acts and things as may be necessary for keeping such sewers and pipes in repair and from time to time relaying and enlarging the same:

THE ROAD TO LOCKWOOD'S FARM.

The road to Lockwood's Farm shall be diverted so as to pass either by a bridge over or by an arch under the proposed railway. In either case the roadway shall be of the width of forty-two feet and if the road shall be made to pass under the proposed railway there shall be a headway of at least sixteen feet such headway to be measured from the present surface of the ground.

BRIDGE OR ARCH TO THE WEST OF THE LAST-MENTIONED BRIDGE
OR ARCH.

A.D. 1893.

At some point to the west of the bridge or arch by which the road to Lockwood's Farm shall be carried over or under the proposed railway such point to be fixed by the secretary for the time being of the Middleton Company the railway company will make a roadway across the line of the proposed railway by means of a bridge over the proposed railway such roadway to be of the width of forty-two feet.

VIADUCT IN THE VALLEY TO THE EAST OF LOCKWOOD'S FARM.

The proposed railway shall be carried across the valley upon a viaduct of five arches each having a headway of at least sixteen feet of which the middle one shall be forty-eight feet in width over the existing footpath and each of the other four shall be forty-two feet in width the slope of the earth tailing out under the said viaduct.

CROSSING OF THE MIDDLETON COMPANY'S PRIVATE RAILWAY.

The proposed railway shall pass over the Middleton Company's private railway by means of two arches each of thirty feet in width each with a headway of at least sixteen feet from the upper surface of the rails of the Middleton Company's private railway.

CROSSING OF THE PRIVATE ROAD OCCUPYING THE SITE OF THE
OLD WAGGON WAY.

The proposed railway shall cross the aforesaid private road by means of an arch of forty-two feet in width with a headway of sixteen feet.

COLLIERY SIDING.

The railway company shall make a branch line not exceeding three hundred and thirty-three yards in length from the private railway of the Middleton Company at such point within the limit of deviation shown on the deposited plans to the south of the proposed railway as shall be fixed by the Middleton Company to join the proposed railway to the east of the private railway of the Middleton Company and to the west of the private road herein-before referred to Such branch line shall be at a gradient of not more than one in one hundred and shall have two sidings for at least twenty waggons each The railway company shall construct all necessary and proper signals switches and appliances for connecting such branch line with the proposed railway and the private railway of the Middleton Company.

ACCESS TO THE PROPERTY OF THE MIDDLETON COMPANY FROM
SOUGH LANE.

The railway company shall acquire sufficient land to make and will make a road forty-two feet wide from Sough Lane to the land belonging to the Middleton Company lying to the west of Sough Lane and will make or procure a grant from all necessary parties to the Middleton Company of a right

A.D. 1893. — of way for all purposes to and from their lands from and to Sough Lane aforesaid along the said road with a right to lay down sewers and gas and water pipes under the lands occupied by the said road and to do all such acts and things as may be necessary for keeping such sewers and pipes in repair and from time to time relaying and enlarging the same.

ISAAC GOULD
LAWRENCE CLAYTON

Witness to the sealing hereof by the Middleton Company in the presence of

JOHN RHODES }
W. H. MAUDE } Directors

MARSHALL NICHOLSON Secretary

Witness to the signing hereof by the said Marshall Nicholson William Henry Maude William Dobson and Patrick John Bale

CHARLES LUPTON Solicitor
Leeds

Witness to the signing hereof by the said Emily Elizabeth Nicholson

W. BEAUMONT
Clerk to Messrs. Nelson Eddisons and
Lupton Solicitors Leeds

Witness to the signing hereof by the said Thomas Winn

GEORGE ATKINSON 3 Woodland
Grove Leeds
Assistant to Mr. Thomas Winn.



MARSHALL NICHOLSON
E. E. NICHOLSON

MARSHALL NICHOLSON
THOMAS WINN

W. H. MAUDE
MARSHALL NICHOLSON

WILLIAM DOBSON
P. J. BALE

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