



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. lxxxviii.

An Act to authorize the Acquisition by the *Midland Railway Company* of the Estate and Interest of the *Leeds and Bradford Railway Company* in the *Leeds and Bradford Railway*, and to empower the *Midland Railway Company* to raise Money for such Purpose. [24th July 1851.]

WHEREAS by an Act passed in the Session of Parliament held in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act for making a Railway from Leeds to Bradford, with a Branch to the North Midland Railway*, the *Leeds and Bradford Railway Company* thereby incorporated were empowered to construct the Railway and Works in the said Act mentioned, and to raise, for the Purposes of their Undertaking, a Capital in Shares of Four hundred thousand Pounds, and to borrow on Mortgage or Bond a Sum not exceeding One hundred and thirty-three thousand three hundred and thirty-three Pounds; and by the same Act the *Leeds and Bradford Railway Company* were empowered to grant, and the *North Midland Railway Company* were empowered to accept, a Lease of the Undertaking of the *Leeds and Bradford Railway*
[Local.] 14 T Company, 7 & 8 Vict. c. 59.

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Company, for such Term and upon such Conditions as might be mutually agreed upon between the said Two Companies; and by the said Act it was also provided, that from and after the passing of an Act, to be applied for in that or some subsequent Session, to form into One united Company the *North Midland Railway Company*, the *Midland Counties Railway Company*, and the *Birmingham and Derby Junction Railway Company*, all and every the Powers and Provisions contained in the now-reciting Act relating to the *North Midland Railway Company* should apply, and be deemed and taken to apply, to the proposed united Company, by whatever Name distinguished or incorporated, in the same Manner as if such Name had been inserted throughout the said Act instead of the *North Midland Railway Company*: And whereas by another Act passed in the said Session of Parliament held in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act to consolidate the North Midland, Midland Counties, and Birmingham and Derby Junction Railway Companies*, the Companies to which such Railways respectively belonged were united into One Company, under the Name of "*The Midland Railway Company*," and the same Railways, and all Branches thereof respectively, were and are now vested in such united Company: And whereas by an Act passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled *An Act for enabling the Leeds and Bradford Railway Company to make a Railway from Shipley to Colne, with a Branch to Haworth*, the *Leeds and Bradford Railway Company* were empowered to construct the Railways and Works in the said Act mentioned, and to raise a further Capital in Shares of Five hundred thousand Pounds, and to borrow on Mortgage a further Sum of One hundred and sixty-six thousand six hundred and sixty-six Pounds; and by the same Act the *Leeds and Bradford Railway Company* were empowered to grant, and the *Midland Railway Company* were empowered to accept, a Lease of the Railways and Works thereby authorized to be constructed, for such Term and upon such Conditions as might be mutually agreed upon between the respective Companies: And whereas Two Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, called respectively "*The Leeds and Bradford Railway (Alteration of Levels in Bingley) Act, 1846*," and "*The Leeds and Bradford Railway (Junction Line at Bradford) Act, 1846*," whereby further Powers were granted to the *Leeds and Bradford Railway Company*, and by the latter of which Acts the said Company was authorized to raise a further Capital of Thirty thousand Pounds in Shares, and to borrow on Mortgage a further Sum of Ten thousand Pounds, but which Powers have not been exercised: And whereas under the Provisions of the Acts first and thirdly herein recited the Sum of Nine hundred thousand Pounds has been raised by the *Leeds*

and

7 & 8 Vict.
c. 18.8 & 9 Vict.
c. 38.9 & 10 Vict.
cc. 272. & 301.

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and Bradford Railway Company, by the Creation of Shares, and the same now forms the Capital of the *Leeds and Bradford Railway Company*: And whereas, in pursuance of the Powers and Provisions contained in the said recited Acts or some of them, by a Lease bearing Date the Twenty-sixth Day of *August* One thousand eight hundred and forty-six, between the said *Leeds and Bradford Railway Company* of the One Part, and the *Midland Railway Company* of the other Part, the said *Leeds and Bradford Railway Company* demised and leased the several Railways and Works constituting the Undertaking of the *Leeds and Bradford Railway Company* unto the *Midland Railway Company*, for the Term of Nine hundred and ninety-nine Years, at an annual Rent of Ninety thousand Pounds, and at such further annual Rent or Sum as should for the Time being be equal to the annual Interest, except as therein mentioned, payable by the *Leeds and Bradford Railway Company* in respect of the Monies borrowed or to be borrowed pursuant to the said first and thirdly mentioned Acts, or otherwise, upon the Security of the Railways and Premises thereby demised, and the Tolls thereof, and which had been or should be expended on the Premises thereby demised, together with the whole necessary annual current and incidental Expenses of the said *Leeds and Bradford Railway Company*, and subject to divers Covenants and Provisions, and, among others, to a Covenant to maintain the said Railways and Works, and to a Covenant by the *Midland Railway Company* with the *Leeds and Bradford Railway Company* in certain Events to provide such Sums of Money as should be necessary for the Completion of all the said several Railways and Works: And whereas the said *Midland Railway Company* has laid out large Sums pursuant to such last-mentioned Covenant, and a Claim for Ninety-five thousand Pounds has been made by the *Leeds and Bradford Railway Company* against the *Midland Railway Company*, as now due to the *Leeds and Bradford Railway Company* by virtue of the same Covenant: And whereas an Agreement hath been come to between the Two Companies for the Transfer of the Undertaking of the *Leeds and Bradford Railway Company* to the *Midland Railway Company*, on the Terms and Conditions and in the Manner by this Act provided; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

I. That at any Time within the Period of Three Years from the passing of this Act the *Midland Railway Company* may pay, and the *Leeds and Bradford Railway Company* may accept, the Sum of One million eight hundred thousand Pounds in full for the Commu-

tation

Power to commute the Rent payable by the *Midland Railway Company* to the *Leeds*

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and Bradford
Railway
Company by
paying the
fixed Sum of
1,800,000*l.*

tation of the fixed yearly Rent of Ninety thousand Pounds, which under the Lease is payable by the *Midland Railway Company* to the *Leeds and Bradford Railway Company*, and those Companies may from Time to Time enter into, make, and carry into effect all such Contracts and Arrangements for and with reference to such Commutation as they shall mutually agree on, and any such Contract or Arrangement entered into between or on behalf of those Companies before the passing of this Act shall be as valid and effectual as if the same had been expressly authorized by and had been made after the passing of this Act: Provided always, that it shall be lawful for the *Midland Railway Company* at any One Time to give to the *Leeds and Bradford Railway Company* a Notice in Writing, under the Hands of Two of the Directors of the *Midland Railway Company*, and under the Common Seal of the same Company, of the Intention of the same Company to make such Commutation at a Day to be named in the said Notice, such Day being Three Calendar Months at the least from the Delivery of the said Notice, and being within the said Period of Three Years, such Notice to be given by leaving the same at the principal Office or Place of Business in *Leeds* or elsewhere of the *Leeds and Bradford Railway Company* or, by leaving the same with their Secretary; and if the said *Midland Railway Company* shall, on the Day named in the said Notice, or within Ten Days thereafter, pay to the *Leeds and Bradford Railway Company* the Sum of One million eight hundred thousand Pounds, that Company shall accept such Payment as the full Commutation for so much of the said yearly Rent of Ninety thousand Pounds reserved by the Lease as otherwise would have accrued due subsequently thereto: Provided also, that if such Three Years shall elapse without such Payment having been made, such Commutation shall not at any Time thereafter be effected without the previous Authority of Parliament: Provided also, that such Commutation, or such Notice of Intention to commute, shall not be made or given without the previous Sanction of the Votes of Three Fifths of the Proprietors of the *Midland Railway Company* present personally or by Proxy at a Meeting of that Company specially convened for the Purpose; but nevertheless such Notice as aforesaid shall for all Purposes be *primâ facie* Evidence that such previous Sanction had been given: Provided also, that from the passing of this Act the said Lease shall have the same Effect and be as binding on all Parties as if it had been repeated and enacted in this Act: Provided also, that until such Commutation as aforesaid, and such Transfer of the Undertaking of the *Leeds and Bradford Railway Company* as by this Act authorized, be made and completed, the Rights and Remedies of the *Leeds and Bradford Railway Company* and the *Midland Railway Company* respectively under the Lease shall not be in any way prejudicially affected by this Act, or by such Notice, if given: Provided also, that in case such Com-
mutation

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mutation shall be completed on any Day other than One of the half-yearly Days appointed by the Lease for the Payment of Rent, then a due Proportion of the Rents thereby reserved shall be paid in respect of the broken Half Year.

II. That, for the Purpose of enabling the *Midland Railway Company* to commute the annual Rent of Ninety thousand Pounds so payable to the *Leeds and Bradford Railway Company* as aforesaid, it shall be lawful for the *Midland Railway Company* to raise the Sum of One million eight hundred thousand Pounds, or any Part thereof, by the Creation of new Shares in their Undertaking, such new Shares to be of such Amount, and to be issued to such Persons, at such Times, and in such Manner, and (subject as herein-after mentioned) with such special Advantages with respect to Priority or Amount of Dividend payable thereon, and to be disposed of in such Manner and on such Terms, as by the Order of any General Meeting of the said Company, sanctioned by the Votes of Three Fifths of the Proprietors then present, personally or by Proxy, shall be fixed and determined; provided that, as regards any Shares which shall be created by virtue of this Act with a Preference or Priority in Payment of Dividends over any existing Classes of Preference Shares in the *Midland Railway Company*, the Amount of Dividend to be guaranteed to such Shares shall not exceed Five Pounds *per Centum per Annum*, and as regards any Shares to be created by virtue of this Act on which the Payment of Dividends shall be postponed to the Payment of Dividends on the existing Classes of Preference Shares in the same Company, the Amount of Dividend to be guaranteed to the Shares so to be created may be of such Amount as the Company may think fit, not exceeding Six Pounds *per Centum per Annum*.

Power for
Midland
Railway
Company to
create Shares
with Preference
Dividends for
Commutation
of Rent.

III. That the new Shares to be created by virtue of this Act shall be deemed Personal Estate, and shall be transmissible and transferable as such in the Manner provided and directed by the secondly-recited Act; and all Persons and Corporations who shall become entitled to any such new Shares, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Owners and Proprietors of Shares in the Undertaking of the *Midland Railway Company*, and to be interested therein, and entitled to Dividends and Profits, and to vote in respect thereof, in proportion to the Amount of such new Shares; and all the Powers to make Calls, and charge Interest thereon, to sue for Calls and Interest, to forfeit and to sell Shares in case of Nonpayment of Calls, and all other the Powers, Provisoos, Indemnities, Clauses, Matters, and Things contained in the said Act relating to the *Midland Railway Company*, shall apply to such new Shares and the Proprietors thereof; except as to the Time of making Calls for the said new Shares, and

As to new
Shares.

[Local.]

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the Amount of such Calls, which Calls the Directors of the *Midland Railway Company* (subject as herein-after mentioned) are hereby empowered to appoint, to be of such Amount and payable at such Times as they may think fit, and save so far as any other of such Powers, Provisoos, Indemnities, Remedies, Clauses, Matters, or Things are hereby expressly varied or altered; and the several Proprietors of such new Shares shall be and are hereby united to and incorporated with the *Midland Railway Company*; and all and every Part of the Money so to be raised shall be applied to the Purposes aforesaid, and to no other Purpose whatsoever.

Calls.

IV. Provided always, That Twenty Pounds *per Centum* upon the Amount of each Share shall be the greatest Amount of any One Call which the Directors of the *Midland Railway Company* may make on or in respect of any Shares created by virtue of this Act, and Two Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls to be made upon any One Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Empowering
Midland
Railway
Company to
acquire
Shares in
the Leeds
and Bradford
Railway.

V. That it shall be lawful for the *Midland Railway Company* from Time to Time to acquire Shares in the Capital of the *Leeds and Bradford Railway Company*, either by granting to the Holders of such Shares, in exchange for the same, new Shares to be created under this Act, and which new Shares shall in virtue of such Exchange be deemed to be fully paid up, or by investing the Amounts to be received by Calls upon new Shares created under this Act, or any Part of such Amounts, in the Purchase of such *Leeds and Bradford Shares*; and the *Midland Railway Company* shall be entitled to be and shall be registered as the Proprietors of all Shares so acquired and duly transferred to them, but it shall not be lawful for the *Midland Railway Company* to vote at any Time in respect of such Shares at any Meeting of the *Leeds and Bradford Railway Company*, and it shall not be lawful for the *Midland Railway Company* to dispose of or transfer such Shares, unless and until the Commutation hereby authorized shall have failed to take effect, and the said Period of Three Years shall have expired, and then only during the Term of Three Years next following such Expiration.

As to Divi-
dends on
Shares
created for
Commuta-
tion of Rent.

VI. That the Shares which may be created under the Authority of this Act for the Commutation of the said annual Rent of Ninety thousand Pounds shall, as regards the Payment of Dividends thereon, be considered as representing the said Rent of Ninety thousand Pounds; and the Holders of such Shares shall be entitled to receive the Dividends payable on such Shares in such Order, and with such Priority (if any) with reference to the Holders of Mortgages, Bonds,

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and other Shares respectively in the *Midland* Railway Company, as the *Leeds and Bradford* Railway Company were entitled to in respect of the said Rent.

VII. Provided nevertheless, That with reference to and for the Purposes of the Act of the Seventh and Eighth Years of the Reign of Her present Majesty, Chapter Eighty-five, the Capital of the *Midland* Railway Company shall be deemed and considered to have been increased under the Provisions of this Act by the Amount of Nine hundred thousand Pounds only, notwithstanding that the actual Increase to the Capital of the same Company under such Provisions shall have exceeded that Amount.

Capital increased only 900,000*l.* as regards Provisions of 7 & 8 Vict. c. 85.

VIII. That it shall be lawful for the *Midland* Railway Company from Time to Time to borrow on Mortgage of their Undertaking and the Undertaking of the *Leeds and Bradford* Railway Company, or either of them, any Sum or Sums not exceeding in the whole, in addition to the Sums which they are authorized to borrow by any other Act of Parliament, and the Power to borrow which shall not be prejudiced by this Act, the Sum or Sums of Money which the *Leeds and Bradford* Railway Company are by the several Acts relating to such Company authorized to borrow; and all and every Part of the Sum so to be borrowed by the *Midland* Railway Company shall be applied to the Repayment of the Money borrowed by the *Leeds and Bradford* Railway Company on Mortgage or Bond, and to no other Purpose whatsoever.

Power for *Midland* Railway Company to borrow Money for Repayment of Debt of *Leeds and Bradford* Railway Company.

IX. That if, after having borrowed any Part of the Money so hereby authorized to be borrowed on Mortgage, the *Midland* Railway Company shall pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time, in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Power to reborrow.

X. That all the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by a Company, and to the Conversion of Money borrowed or authorized to be borrowed into Capital, shall be held applicable to the borrowing by the *Midland* Railway Company of the Monies hereby authorized to be borrowed by them, and the Conversion thereof into Capital.

Provisions of 8 & 9 Vict. c. 16. as to borrowed Money to apply to this Act.

XI. That any Receipt or Receipts granted under the Provisions of this Act, or in pursuance of any Agreement between the *Midland* Railway Company and the *Leeds and Bradford* Railway Company, in relation to the Payment of the Commutation Money payable to the last-mentioned Company by virtue of this Act, shall effectually discharge

Receipt of *Leeds and Bradford* Railway Company sufficient Discharge.

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charge the *Midland* Railway Company from the Sum or Sums which in such Receipt or Receipts shall be expressed or acknowledged to be received; and such last-mentioned Company shall not be obliged or concerned to see to the Application or be otherwise answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Application
of Commuta-
tion Monies.

XII. That the Directors for the Time being of the said *Leeds and Bradford* Railway Company shall divide the Commutation Money which shall be paid by virtue of this Act between and amongst the several Persons who at the Time of the Payment of the said Commutation Money shall be registered Proprietors of Shares in the Capital of the same Company, in proportion to the Number of Shares held by them respectively therein; and that from and after the Day on which the said Commutation Money, or the Balance thereof hereinafter mentioned, shall have been paid, the Directors of the *Leeds and Bradford* Railway Company shall finally close the Register of Transfers of Shares in that Company; and for the Purpose of the Distribution of such Commutation Money or Balance, the Persons registered as Proprietors of Shares in the *Leeds and Bradford* Railway Company at the closing of the said Register shall, in respect of the Shares then registered in their respective Names alone, be deemed the Proprietors of Shares entitled to the Division of the said Commutation Money or Balance: Provided always, that the Shares then registered, or which under the Provisions of this Act are to be accounted and taken to be registered, in the Name of the *Midland* Railway Company, shall be wholly excluded from the Division of the said Commutation Money or Balance; and provided also, that until such Division shall be made the said Commutation Money shall be deposited in the Names of the Directors of the said *Leeds and Bradford* Railway Company, at some Bank in *London* or *Westminster* or *Leeds*, and the same may be drawn out altogether or in Parts by Three or more of such Directors.

Receipt of
Executor,
&c. of the
Shareholder
to discharge
Company.

XIII. That the Receipt of any Executor, Administrator, Trustee, Committee, or Guardian of any registered Proprietor of Shares in the said *Leeds and Bradford* Railway Company shall be a good and effectual Discharge to the said Directors for so much Money as shall be paid by them or by their Order to such Executor, Administrator, Trustee, Committee, or Guardian, for or on behalf of such Proprietor, and shall be expressed in such Receipt to have been received, and shall exonerate the said Directors from seeing to the Application thereof, and from being answerable for the Misapplication or Nonapplication of the same or any Part thereof, or being liable to any other Duty or Obligation by reason of any Trust affecting the Person to whom such Payment shall be made, and the Assets of the same
Company

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Company or the said Directors shall not after such Payment be in anywise liable to the Performance of such Trusts, or to any Action or Suit at Law or in Equity in respect thereof.

XIV. That at the Expiration of Six Calendar Months next after the Day on which the said Commutation Money shall have been paid to the *Leeds and Bradford* Railway Company the said Directors of that Company shall, in case the whole of the Monies to be distributed under the Authority of this Act shall not have been called for, cause Notices to be inserted Three Times in the *London Gazette* and also in some Newspaper usually printed and circulated in the Towns of *Leeds* and *Bradford* respectively, containing the Names in alphabetical Order of the several Persons appearing in the Books of the *Leeds and Bradford* Railway Company to be Proprietors of Shares therein who may not have called for or claimed their Share or Proportion of the Money by this Act ordered to be distributed amongst the Proprietors of Shares in the same Company, and stating that if such Persons or their Representatives shall not make and substantiate their Claims to such Monies within a Time to be limited in such Notice, being Twelve Calendar Months from the Day on which the said Commutation Money as aforesaid shall have been so paid, the Amount of such Monies will be paid into the Bank of *England* in pursuance of the Provisions of this Act: Provided always, that a Copy of such Notice as last aforesaid shall be given or sent by the Post unto or left at the last known or usual Place of Abode in *England* of the last Proprietor appearing in the Books of the same Company to have been possessed of such unclaimed Shares; and in case the last or usual Place of Abode in *England* of any such Proprietor cannot be ascertained upon Inquiry, then the Insertion as aforesaid of such Notice in the *London Gazette* and such Newspapers as aforesaid shall be deemed to be sufficient Notice to such Proprietors of Shares of the Matters contained in such Notice; and after such Notices, and Default of any such Proprietor in making or establishing his or her Claim in respect of such Shares, it shall be lawful for the said Directors to pay such Monies into the Bank of *England* accordingly.

Notices containing List of Claimants to be published in *London Gazette*, &c.

XV. That at the Expiration of Twelve Calendar Months from the Day on which the said Commutation Money shall have been so paid to the *Leeds and Bradford* Railway Company the Directors of that Company shall cause all such Sum and Sums of Money as shall not have been distributed amongst the Proprietors of the *Leeds and Bradford* Railway Company, and shall then remain in their Hands, either from the same not having been called for by the Proprietors entitled thereto, or from the Persons claiming the same not having shown a sufficient Title thereto to the Satisfaction of the said Directors,

Shares not claimed within One Year to be transferred into the Name of the Accountant General of the Court of Chancery.

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or from any other Cause, to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Party or Parties entitled thereto (describing him or them as he or they may be described in the Books of the said Company), pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Cap. 32., and pursuant to the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Cap. 24.

If adverse Claims be made, Money to be paid into the Bank until Title to the same is settled.

XVI. That if in the course of the Distribution of the said Commutation Money Two or more Persons shall claim to be entitled to the same Share or Shares in the *Leeds and Bradford* Railway Company, or to the Money which may be payable in respect thereof, or to any Part of such Money, and such Persons cannot agree as to which of them shall receive such Money, or as to the Manner in which the same shall be disposed of, then and in such Case it shall be lawful for the Directors of that Company, and they are hereby authorized and empowered, at the Expiration of Twelve Calendar Months from the Day on which the said Commutation Money shall have been so paid as aforesaid, to pay the Money which shall be payable in respect of the Share or Shares the Title to which shall be so in dispute into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there, *ex parte* the Proprietors of the Share or Shares numbered _____ in the *Leeds and Bradford* Railway Company (describing such Shares by their Numbers in the Books of the Company), subject to the Control and Disposition of the said Court.

Money paid into the Bank to be invested in Three per Cent. Consols.

XVII. That all Money paid into the Bank of *England* in the Name of the Accountant General under the Authority of this Act shall there remain until the Person or Persons entitled thereto shall, upon Petition to be presented to the Court of Chancery in a summary Way, and which he, she, or they is or are hereby authorized to make at his, her, or their own Expense, obtain an Order for the Transfer thereof into his, her, or their own Name or Names, or otherwise, and the said Accountant General shall and may from Time to Time invest the Dividends thereof, when the same shall amount to a competent Sum, in the Purchase of Stock in the Consolidated Three Pounds *per Centum* Annuities, for the Benefit of the respective Parties entitled thereto, subject to the Orders and Directions of the said Court; which said Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall

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shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order the Distribution thereof according to the respective Estates or Interests of the Person or Persons making claim thereto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable.

XVIII. That in all Cases in which any Money shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, under the Authority of this Act, the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Registrar's Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Directors of the *Leeds and Bradford* Railway Company of any such Sum of Money as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Directors, and to their respective Heirs, Executors, or Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and such Directors, their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Cashier's
Receipt a
sufficient
Discharge to
the Di-
rectors.

XIX. And inasmuch as Proprietors of Shares in the *Leeds and Bradford* Railway Company may be willing to accept, in exchange for their Shares, or in lieu of their Proportions of the Commutation Money, new Shares created under the Authority of this Act by the *Midland* Railway Company, be it enacted, That the Directors of the *Leeds and Bradford* Railway Company shall, on the Expiration of Twenty-eight Days after Request made in Writing under the Hand of the Secretary of the *Midland* Railway Company, give to the *Midland* Railway Company, by leaving the same at the principal Office in *Derby* of that Company a full and true Copy, under the Common Seal of the *Leeds and Bradford* Railway Company, and certified under the Hands of Two or more of the Directors of that Company and their Secretary to be a full and true Copy, of the Names, Additions, and Addresses as appearing by the Books of that Company of the Proprietors of Shares in that Company, and the Number of the Shares as appearing by those Books to be then held by them respectively, to the Intent and so that the *Midland* Railway Company may be enabled to apply to all such Proprietors to ascertain if they are willing to accept, in lieu of all or any Part of their respective Proportions of the Commutation Money, any new Shares to be created by the *Midland* Railway Company under the Authority of this Act, and that Com-

On Notice of
Intention to
commute,
*Leeds and
Bradford
Company* to
close their
Transfer
Books, and
give a List
of their
Shareholders
to *Midland
Railway
Company*.

pany

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pany may, in such Manner as they shall think best, apply to such Proprietors accordingly.

Trustees, &c.
not to accept
Shares in
lieu of Com-
mutation
Money.

XX. That nothing in this Act contained shall be deemed to give to any Executor, Administrator, Trustee, Committee, or Guardian any Power or Authority to accept, in lieu of the Proportion of the Commutation Money to which he may be entitled, or any Part thereof, any Share or Shares to be created by the *Midland Railway Company* under the Authority of this Act.

Leeds and
Bradford
Shares regis-
tered in
Name of
Midland
Railway to
be deemed
Part Pay-
ment of
Commuta-
tion Money.

XXI. That if on the Day which may be named in the Notice first herein-before mentioned, or may be otherwise fixed by Agreement for making the Commutation under this Act, the *Midland Railway Company* shall be the registered Proprietors of any Shares in the Capital of the *Leeds and Bradford Railway Company*, or shall at any Time or Times not less than Two clear Days previously have delivered or tendered at the principal Office or Place of Business at *Leeds* or elsewhere of the *Leeds and Bradford Railway Company* legal Transfers to the said *Midland Railway Company* of any such Shares, which Delivery or Tender shall for the Purposes of this Act be accounted and taken to be Registration of such Shares, then and in every such Case the Ownership of the *Midland Railway Company* of such Shares shall, in the making of the said Commutation, be taken and deemed to all Intents and Purposes to be a Payment to the *Leeds and Bradford Railway Company* of so much of the Commutation Money as shall be equal to One hundred Pounds for every such Share.

After Notice
of Commu-
tation, the
Midland
Company
empowered
to pay into
Bank the
Amount of
Commuta-
tion Money
to the Credit
of the Leeds
and Bradford
Company.

XXII. That if the *Midland Railway Company* shall give to the *Leeds and Bradford Railway Company* the Notice of Commutation in this Act first mentioned, and no Agreement shall be come to between the said Companies as to the Mode in which Payment shall be made of the Commutation Money, the *Leeds and Bradford Railway Company* shall notify, and they are hereby required, Seven clear Days at the least before the Day named in such Notice for making the Commutation, to notify to the *Midland Railway Company*, by a Memorandum in Writing under the Common Seal and signed by Two Directors of the *Leeds and Bradford Railway Company*, and delivered at the principal Office at *Derby* of the said *Midland Railway Company*, the Name and Address of some Banker or Partnership or Firm of Bankers in *London* or *Westminster* authorized by the *Leeds and Bradford Railway Company* to receive and to grant a Receipt for the Monies to be paid in pursuance of the said Notice and of this Act; and Payment to the Banker or Partnership or Firm of Bankers named in such Memorandum by the *Midland Railway Company* of the said Sum of One million eight hundred thousand

The Midland Railway (Leeds and Bradford Railway) Act, 1851.

thousand Pounds, or of the Balance thereof over and above the Value to be computed as herein-before provided of any Shares in the Capital of the *Leeds and Bradford* Railway Company which may be then owned by the *Midland* Railway Company, shall be deemed and taken to be Payment to the *Leeds and Bradford* Railway Company within the Meaning of this Act, and the Receipt of such Banker or Partnership or Firm of Bankers shall be deemed to be the Receipt of the said last-mentioned Company: Provided always, that if the *Leeds and Bradford* Railway Company shall fail to notify the Name and Address of some Banker or Partnership or Firm of Bankers as herein-before provided, or if such Banker or Partnership or Firm of Bankers shall decline to receive the Money or to grant a Receipt for the same, it shall be lawful for the *Midland* Railway Company to pay the said Sum of One million eight hundred thousand Pounds, or so much thereof as shall be payable in Money as aforesaid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Directors of the *Leeds and Bradford* Railway Company, pursuant to the said Act of King *George* the First and the General Orders of the said Court, and without Fee or Reward, according to the said Act of King *George* the Second; and the Certificate of the said Accountant General, together with the Receipt of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Registrar's Office of the said Court of Chancery, of the Payment into the Bank of *England* by the *Midland* Railway Company of the said Commutation Money, or so much thereof as shall be payable in Money as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge to the *Midland* Railway Company for so much Money as shall be therein expressed to have been paid.

XXIII. That within Three Months from the Completion of the Commutation by the Payment in manner aforesaid of the said Sum of One million eight hundred thousand Pounds, the *Leeds and Bradford* Railway Company shall be bound and they are hereby required, on the Request in Writing of the Secretary of the *Midland* Railway Company, and at their Expense, to grant a Receipt in full for the said Sum of One million eight hundred thousand Pounds under the Common Seal of the *Leeds and Bradford* Railway Company, in exchange for any Receipt or Receipts which may have been previously granted by any Banker or Partnership or Firm of Bankers, or the Cashier of the Bank of *England*, under the Provisions of this Act, and in exchange also for the Certificates of such Shares in the *Leeds and Bradford* Railway Company as shall have constituted Part Payment of the said Sum, or, in the Absence of any such Certificates, in exchange for Proof of the same having been lost or destroyed.

Within Three Months after Payment of Commutation, the Leeds and Bradford Company to grant Receipts therefor.

[Local.]

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XXIV. That

The Midland Railway (Leeds and Bradford Railway) Act, 1851.

Costs of
Commuta-
tion to be
paid by the
Midland
Railway
Company.

XXIV. That all the Costs, Charges, Commission, and Expenses attending the Payment of the said Commutation Money or any Part thereof to any Banker or Partnership or Firm of Bankers, or into the Bank of *England* in the Name of the Accountant General as aforesaid, and attending the Payment of the said Money out of Court, and the receiving and Distribution thereof by the *Leeds and Bradford Railway Company*, and all the Costs, Charges, and Expenses of and incident to the Commutation of the aforesaid Rent, either by Payment of Money or by granting Shares, and of and incident to the Distribution of the Monies so paid, and of and incident to the Investment of Monies in the Name of the Accountant General, and of and incident to obtaining Orders for Payment of Dividends, and Payment out of Court of the Principal Monies, and all other Costs, Charges, and Expenses of carrying this Act into execution (except such Costs, Charges, and Expenses as are occasioned by Litigation between adverse Parties), shall be borne and paid by the *Midland Railway Company*; and if the *Leeds and Bradford Railway Company* first pay and discharge the same, as they are hereby authorized to do, then and in such Case the *Midland Railway Company* shall repay the same to the said *Leeds and Bradford Railway Company*.

Undertaking
of Leeds and
Bradford
Railway
Company to
vest in the
Midland
Railway
Company.

XXV. That the *Leeds and Bradford Railway Company* shall, on Payment by the *Midland Railway Company*, according to the Provisions of this Act, of the Commutation Money, execute a Transfer to the *Midland Railway Company* of the Undertaking, Property, and Effects of the *Leeds and Bradford Railway Company*; and such Transfer shall be by Deed duly stamped, in which the full Consideration shall be set forth, and may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case or the Parties thereto may require; and such Transfer shall be under the respective Common Seals of the Two Companies; and the Costs, Charges, and Expenses of and incident to the said Transfer, incurred as well by the *Midland Railway Company* as by the *Leeds and Bradford Railway Company*, shall be borne and paid by the *Midland Railway Company*; and on the Execution of such Transfer the Undertakings of the *Leeds and Bradford Railway Company*, as well those which shall then have been commenced or completed as those (if any) which shall not then have been commenced or completed, and all the Railways, Lands, Monies, Goods, and Chattels, and Real and Personal Estate, other than the said Commutation Money, which shall then be vested in or belong to the *Leeds and Bradford Railway Company*, and all the Estate, Right, Title, and Interest of the same Company in their Undertakings, and all the Rights, Powers, Privileges, and Authorities affecting or appurtenant to the same respectively, by the recited Acts relating to the *Leeds and Bradford Railway*

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Railway Company, or by any other Act or Acts theretofore passed, vested in such Company, shall (subject to the existing Debts, Liabilities, and Engagements, Contracts, Obligations, and Incumbrances of the said Company,) be and be held to be and the same are hereby vested in the *Midland* Railway Company, and may thenceforth be lawfully executed, completed, held, used, exercised, and enjoyed by and in the Name of the *Midland* Railway Company, in the same Manner and to the same Extent as the *Leeds and Bradford* Railway Company could theretofore have executed, completed, held, used, exercised, and enjoyed the same, save only as far as the Execution, Completion, Use, Exercise, or Enjoyment of such Undertakings, Rights, Powers, Authorities, and Privileges may be inconsistent with the Provisions and Purposes of this Act or any of them: Provided always, that the Custody of the Registers, Books, Deeds, and Papers relating to Shares in the said *Leeds and Bradford* Railway Company shall remain with that Company for the Period of Six Years after such Transfer, and until the Completion of the Distribution of the said Commutation Money; and each of the said Companies having for the Time being the Possession of the said Registers, Books, Deeds, and Papers shall, upon Request, produce the same from Time to Time to and for the other of them against or from whom any Action, Suit, Claim, or Demand shall be brought or made in respect of any of the said Shares, or the Dividends thereof, or otherwise connected therewith.

XXVI. That, Twenty-eight Days at the least before the Payment of such Commutation Money, the *Midland* Railway Company shall give Notice of their Intention to pay the same, in the Manner to be specified in such Notice; and such Notice shall be inserted once in the *London Gazette*, and once in each of Two Newspapers published in *London* at least Six Days in the Week, and once in some Two Newspapers published in the West Riding of the County of *York*.

Notice of
Commuta-
tion to be
given.

XXVII. That from and after the Execution of such Transfer all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the said recited Acts relating to the *Leeds and Bradford* Railway Company, or in any other Act or Acts relating thereto, theretofore passed, shall, with reference to such Works, Matters, and Things as have been or might have been made or done thereunder by the *Leeds and Bradford* Railway Company, in relation to their said Undertakings or otherwise, if this Act had not been passed, and save only so far as the same or any of them are inconsistent with the Provisions and Purposes of this Act, or are by this Act repealed or altered, and subject to the Provisions hereinafter contained, be executed, done, performed, and observed by and be applied and applicable to the *Midland* Railway Company, their
Directors,

Powers of
Leeds and
Bradford
Railway
Company
extended to
Midland
Railway
Company.

The Midland Railway (Leeds and Bradford Railway) Act, 1851.

Directors, Officers, Agents, and Servants, in every respect, and as fully and effectually, to all Intents and Purposes, as if the Name of the *Midland Railway Company* had in every Case been written and inserted in the Acts relating to the *Leeds and Bradford Railway Company*, instead of the Name of the *Leeds and Bradford Railway Company*.

Debts, Tolls, Rates, and Duties of Leeds and Bradford Railway Company transferred to the Midland Railway Company.

XXVIII. That (subject to the Provisions in this Act contained) from and after the Payment of such Commutation Money as aforesaid all Debts then due from or to the *Leeds and Bradford Railway Company* shall be payable and paid, together with all Interest (if any) due or to accrue due thereon, by or to the *Midland Railway Company*; and all Rates, Tolls, Duties, and Monies which shall be or become due, or which if this Act had not been passed would be or become due or payable, under or by virtue of any Act or Acts relating to the *Leeds and Bradford Railway Company* or otherwise, from or to the said Company, (except any Sum or Sums of Money, if any, which may be due or payable by the same Company to the *Midland Railway Company*, or by the *Midland Railway Company* to the *Leeds and Bradford Railway Company*;) shall be due and payable from or to the *Midland Railway Company*, and shall and may be recovered from and by the *Midland Railway Company* by the same Ways and Means, with the same Restrictions and Regulations, and with the same Penalties in regard thereto respectively, as the same would or might have been due or payable to or from, or recoverable from or by, the *Leeds and Bradford Railway Company*, if this Act had not been passed.

Effects of Conveyances, Contracts, &c. of or to Leeds and Bradford Railway Company.

XXIX. That all Conveyances, Contracts, Agreements, Obligations, Mortgages, Liabilities, Bonds, Covenants, and Securities which shall have been made or entered into before the Execution of such Transfer, with, by, or for the *Leeds and Bradford Railway Company*, shall (subject to the Provisions in this Act contained) be and remain as good, valid, and effectual, for or against or with reference to the *Midland Railway Company*, to all Intents and Purposes as if the *Midland Railway Company* had been Party to and had executed the same, or had been named or referred to therein instead of the *Leeds and Bradford Railway Company*.

Rights of Action by or against Leeds and Bradford Railway Company to be valid for or against Midland

XXX. That all Rights of Action in respect to Injuries, Misdemeanours, Nonfeasances, and other Rights of Action, and all Claims and Demands, which before the Payment of such Commutation Money as aforesaid shall have accrued by, for, or against the *Leeds and Bradford Railway Company*, shall (subject to the Provisions in this Act contained) be as available, as good, valid, and effectual, for or against the *Midland Railway Company*, to all Intents and Purposes, as if the same

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same had accrued to or against the *Midland Railway Company* instead of the *Leeds and Bradford Railway Company*. Railway Company.

XXXI. That every Purchase, Sale, Conveyance, Grant, Lease, Agreement, Security, Right, Liability, Privilege, Omission, Act, Matter, or Thing whatsoever, which before the Payment of such Commutation Money shall have been made, done, executed, granted, incurred, obtained, omitted, transacted, commenced, or instituted by, for, or on behalf of, against, or in respect of the *Leeds and Bradford Railway Company*, shall (subject to the Provisions in this Act contained) be and the same are hereby declared to be as good, valid, and effectual, and of the same Condition and Quality, to all Intents and Purposes whatever, to, for, or against the *Midland Railway Company*, as they respectively were immediately before the Payment of such Commutation Money with reference to the *Leeds and Bradford Railway Company*, and shall and may (subject as aforesaid) be executed, done, performed, continued, completed, and terminated by, for, or against, or with reference to the *Midland Railway Company*, under and subject to the Provisions and Regulations of the Act or Acts relating to the *Leeds and Bradford Railway Company*, as fully and effectually as the same could or might have been done by and in the Name of the *Leeds and Bradford Railway Company* if this Act had not been passed. Acts of Leeds and Bradford Railway Company binding on Midland Railway Company.

XXXII. That all Works which under the Provisions of any Act or Acts relating to the *Leeds and Bradford Railway Company* the same Company is authorized or required to execute or complete, and which shall not have been executed or completed before the Execution of such Transfer, shall, where the same are required, and may, where the same are authorized, be executed or completed (as the Case may be) by the *Midland Railway Company*; and the same Company shall have and be entitled to all such Powers for executing and completing such Works as the *Leeds and Bradford Railway Company* were entitled to under any Act or Acts relating to the same Company or any of them, and as fully as if the *Midland Railway Company* had been originally authorized and required to execute and complete the said Works instead of the *Leeds and Bradford Railway Company*; but where any particular Time is by the same Acts or any of them limited for the Execution or Completion of such Works, the same shall and may be so executed and completed within the Time so limited. Works to be completed.

XXXIII. That in all Cases in which the *Leeds and Bradford Railway Company*, previously to the Payment of such Commutation Money, shall, under the Powers and Provisions of any of the Acts relating to the said Company, have entered into any Contracts for the Purchase of or shall have taken and used any Land which shall not then have Contracts to be completed.

[Local.]

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been

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been effectually conveyed to the said Company, or the Purchase Money in respect of which shall not then have been duly paid by the said Company, or where the said Company shall have entered into any other Contract or Agreement, then and in every such Case such Contracts or Agreements, where the same are now in force, shall be completed by the *Midland Railway Company*, and such Land shall be conveyed to the *Midland Railway Company*, or as they shall direct; and all Clauses, Provisions, Powers, and Authorities contained in any such Act or Acts relating to the Completion of such Contracts, and the Purchase and Conveyance of such Land, and the Payment and Application of such Purchase Money in respect thereof, and in relation to other Matters of Agreement, shall for the Purposes of this Act remain in full Force, and shall be construed and taken as if the *Midland Railway Company* were named in such Act or Acts and Contracts and Agreements respectively, instead of the *Leeds and Bradford Railway Company*.

Application of certain Monies payable under recited Acts relating to Leeds and Bradford Railway Company.

XXXIV. That in all Cases in which, under the Provisions of any of the Acts relating to the *Leeds and Bradford Railway Company*, any Sum of Money shall before the Payment of such Commutation Money as aforesaid have been paid by the said Company into the Bank of *England*, or to any Trustee or Trustees, on account of the Purchase of any Land or any Interest therein, or for any Compensation or Satisfaction, or on any other Account, such Sum, or the Stocks, Funds, or Securities in or upon which the same shall be invested, either by the Order of the Court of Exchequer or the Court of Chancery, or otherwise howsoever, and the Interest, Dividends, and annual Produce thereof, shall be applied and disposed of pursuant to the Act under which the same had been so paid into the Bank of *England* or to such Trustee or Trustees as aforesaid, and all Clauses, Provisions, Powers, and Authorities contained in such Act or Acts in relation to such Monies, Stocks, Funds, and Securities, and the Dividends and annual Produce thereof, shall for the Purposes of this Act be construed and taken as if the *Midland Railway Company* were named in such Act or Acts instead of the *Leeds and Bradford Railway Company*.

Debt of Leeds and Bradford Railway Company to be Debt of Midland Railway Company.

XXXV. That from and after the Payment of such Commutation Money as aforesaid the Debt of the *Leeds and Bradford Railway Company* then due on Mortgage or Bond or otherwise shall be deemed and is hereby declared to be Part of the Debt of the *Midland Railway Company*, and subject to all the Provisions respecting Debts contained in the Acts relating to the said *Midland Railway Company*; provided that nothing herein contained shall give to the Holder of any such Mortgage, Bond, or other Security any Priority or Security which he would not have been entitled to if this Act had not been passed,

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passed, nor diminish such Right as such Holder may possess at the Time of such Payment as aforesaid.

XXXVI. That from and after the Execution of such Transfer it shall be lawful for the *Midland* Railway Company to demand and receive, in respect of the Use of the *Leeds and Bradford* Railway, and the Works and Conveniences connected therewith, any Tolls, Rates, and Charges which the *Leeds and Bradford* Railway Company, or the *Midland* Railway Company as their Lessees, might immediately before the Execution of such Transfer have demanded and received in respect of the Use of the *Leeds and Bradford* Railway.

Tolls to be taken.

XXXVII. That, subject to the Provisions herein contained, the *Leeds and Bradford* Railway Company shall, from and after the Payment of such Commutation Money, be thenceforth dissolved for all Purposes except such as may be necessary for the Execution of such Transfer, and the Receipt of the Commutation Money, and the Distribution of the Commutation Money amongst the Proprietors of Shares in the *Leeds and Bradford* Railway Company and their Representatives, for which Purpose that Company shall, notwithstanding this Enactment, continue and have Power to act as a Body Corporate.

Upon Execution of Transfer, Leeds and Bradford Railway Company to be dissolved.

XXXVIII. That no Action, Suit, Prosecution, or other Proceeding whatsoever commenced by or against the *Leeds and Bradford* Railway Company previously to such Company being dissolved as aforesaid shall abate or be discontinued or injuriously affected by such Dissolution, but, on the contrary, the same shall continue and take effect both in favour of and against the *Midland* Railway Company, in the same Manner in all respects as the same would have continued and taken effect in relation to the *Leeds and Bradford* Railway Company if such Company had not been dissolved; and all Penalties by reason of any Offence against the Provisions of the said Acts relating to the *Leeds and Bradford* Railway Company previous to the said Company being dissolved shall and may be sued for, and all Offences which may have been committed before the Dissolution of the said Company against the Provisions of the said Acts or any of them may be prosecuted, in such and the like Manner, to all Intents and Purposes, as the same might have been sued for and prosecuted respectively if the said Company had not been dissolved, the *Midland* Railway Company being, in reference to the Matters in this Enactment mentioned, in all respects substituted for the *Leeds and Bradford* Railway Company.

Such Dissolution not to abate Actions.

XXXIX. That the *Midland* Railway Company shall indemnify and save harmless not only the *Leeds and Bradford* Railway Company,

Provision for indemnifying certain Parties.

The Midland Railway (Leeds and Bradford Railway) Act, 1851.

pany, but every Director, Member, and Officer thereof, from and against all Actions, Suits, Claims, and Demands which at the Time of the Execution of the said Transfer may have been or may then or at any Time thereafter be made, claimed, or demanded for or by reason of any Act, Deed, Matter, or Thing lawfully brought, done, committed, or omitted by the said last-mentioned Company, or any Director, Member, or Officer thereof.

Saving
Rights of
Owners of
Rentcharges,
Mortgages,
&c.

XL. That the Dissolution of the *Leeds and Bradford Railway* Company shall not diminish, prejudice, increase, extend, vary, or otherwise affect the Rights, Remedies, Securities, or other Claims of any Person or Corporation to whom any Sum of Money would have been or become payable from the *Leeds and Bradford Railway* Company if such Company had not been dissolved, for Chief Rents, Ground Rents, Rentscharge, or other Rent or annual Sum, or upon or by virtue of any Bond or Mortgage from or by the said *Leeds and Bradford Railway* Company, but all such Rights, Remedies, Securities, and other Claims shall continue and be charged and chargeable upon the same Property and Effects, have the same Priorities, and be in all respects in the same State and Condition, and of the same Force, Validity, and Effect, as they would have been if the *Leeds and Bradford Railway* Company had not been dissolved.

Interest not
to be paid on
Calls paid up.

XLI. That it shall not be lawful for the *Midland Railway* Company, out of any Money by this Act or any other Act relating to the said Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

XLII. That it shall not be lawful for the *Midland Railway* Company, or for the *Leeds and Bradford Railway* Company, out of any Money by this Act or any other Act relating to either of the said Companies authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Companies or either of them to construct any other Railway or execute any other Work or Undertaking.

XLIII. And

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XLIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the same Session, intituled *An Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways of the *Midland Railway Company* or of the *Leeds and Bradford Railway Company*, or the said Companies respectively, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Companies so far as the same are applicable.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. cc. 57. 105.

XLIV. That nothing herein contained shall be deemed or construed to exempt the Railways of the *Midland Railway Company* or of the *Leeds and Bradford Railway Company* from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the said recited Acts.

Railways not exempt from Provisions of future General Acts.

XLV. That all the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the *Midland Railway Company*.

Expenses of Act.

XLVI. That in citing this Act in other Acts of Parliament, and in legal Instruments and other Proceedings, it shall be sufficient to refer to and describe it by the Title of "*The Midland Railway (Leeds and Bradford Railway) Act, 1851.*"

Short Title.

The Midland Railway (Leeds and Bradford Railway) Act, 1851.

SCHEDULE to which the foregoing Act refers.

Form of Transfer.

This Indenture, made the [] Day of [] in the Year of our Lord [], in pursuance of the Midland Railway (Leeds and Bradford Railway) Act, 1851, between the Leeds and Bradford Railway Company of the One Part, and the Midland Railway Company of the other Part: Whereas [*here may be recited the Lease, and the Provisions of the foregoing Act with reference to the Commutation of the Rent and the Payment of the Commutation Money*]: Now this Indenture witnesseth, That in consideration of [*here state the Commutation of the Rent, and the Mode of Payment, whether in Money or Shares, as the Case may be, of the Commutation Money*], the Leeds and Bradford Railway Company, in pursuance of the said Act, do hereby transfer all the Undertaking, Property, and Effects of that Company unto the Midland Railway Company; and that Company, in pursuance of the said Act, do hereby accept the same, freed from the recited Lease, and all future Liability, Claims, and Demands thereunder, but subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances of the Leeds and Bradford Railway Company. [*Here may be inserted any Provisions with reference to the temporary Custody by either of the Companies, and the Production to the other of them, of any of the Books and Documents of the Leeds and Bradford Railway Company, and any other Covenants, Provisions, or Clauses agreed on by the Two Companies.*] As witness the respective Common Seals of the Companies, the Day and Year first above written.

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