



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap.cxxiv.

An Act to enable the *Great Northern Railway Company* further to increase their Capital; and for other Purposes with relation to the same Company. [2d July 1855.]

WHEREAS by “The *Great Northern Railway Act*, 1846,” 9 & 10 Vict. c. lxxi.
the *Great Northern Railway Company*, which was thereby incorporated, was authorized to raise a Capital of Five millions six hundred thousand Pounds by Shares, and to borrow One million eight hundred and sixty-eight thousand Pounds; and by “The *Great Northern Railway Act* (No. 1.) 1851,” the Company 14 & 15 Vict. c. xlv.
were authorized to raise in Shares an additional Sum of Seven hundred and fifty thousand Pounds, and by Mortgage an additional Sum of Two hundred and fifty thousand Pounds; and by “The *Great Northern Railway Company’s Increase of Capital Act*, 1853,” the Company was 16 & 17 Vict. c. lx.
again authorized to raise by Shares a further Capital of Seven hundred and fifty thousand Pounds, and to borrow an additional Sum of Two hundred and fifty thousand Pounds; and by other Acts relating to the Company it has been authorized to raise further Capital for specific Purposes: And whereas it is necessary for the Company still further to increase their Capital, as herein-after provided: And whereas, by virtue of Powers contained in “The *Royston and Hitchin Rail- 10 & 11 Vict. c. cexlviii.*
[Local.] 21 O way

The Great Northern Railway Act, 1855.

9 & 10 Vict.
c. lxxi.

way Act Amendment, 1847," the Undertaking of the *Royston and Hitchin* Railway Company has been conveyed to the *Great Northern* Railway Company, in consideration of Two fixed perpetual yearly Rents, and the *Royston and Hitchin* Railway Company are also desirous that the Rents so reserved should be converted into a guaranteed annual Interest or Dividend equal in Amount to the said Rents, and that for that Purpose the Proprietors of the *Royston and Hitchin* Railway Company should receive Shares or Stock in the *Great Northern* Railway, and the last-named Company concur in such Arrangement: And whereas, in pursuance of the Powers contained in the first-recited Act, the *Great Northern* Railway Company have taken Leases in perpetuity of the *Witham* Navigation and the *Fossdyke* Navigation, and have become subject to the Mortgage and other Debts affecting the same Undertakings; but Doubts have arisen whether the Company may renew the same Mortgages, or grant others in the Stead thereof, and it is fit that such Doubts should be removed: And whereas it is expedient that the Arrangements herein-after contained should be made between the *Great Northern* Railway Company and the *Lancashire and Yorkshire* and the *North-eastern* Railway Companies respectively, with respect to certain Portions of Railway forming an Access to or connected with the *Leeds Central* Railway Station: But inasmuch as the said Company cannot effect the above Purposes without the Authority of Parliament, may it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Power to
raise
additional
Capital.

I. It shall be lawful for the Company to raise, by creating new Shares, in addition to the Sums of Money which they are already authorized to raise, any further Sum of Money not exceeding in the whole the Sum of One million Pounds, to be applied in carrying on the Undertaking of the Company.

New Shares
to be con-
sidered same
as original
Shares.

II. The Capital so to be raised by the Creation of new Shares shall be divided into Shares of Twelve Pounds and Ten Shillings each, and shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares or Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital of the Company, except as to the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit: Provided always, that One Fifth of a Share shall be the greatest Amount of any One Call which shall

The Great Northern Railway Act, 1855.

shall be made in respect of any One of such new Shares, that Three Months at the least shall be the Interval between successive Calls, and that the aggregate Amount of Calls made on any One Share in any One Year shall not exceed Four Fifths of a Share.

III. The Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the *Great Northern Railway Company*.

As to Votes of Proprietors of new Shares.

IV. The Holders of the said Shares shall be entitled to the Payment of fixed Dividends thereon, or on so much thereof as may from Time to Time be paid up, at the Rate of Five *per Centum per Annum*, in preference to the Payment of Dividends on the ordinary Shares of the Company, and upon such Conditions as shall be expressed at the Time of the Issue thereof: Provided always, that the granting of such Preference or Priority shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act, or which may otherwise be lawfully subsisting: Provided also, that it shall be lawful for the Company at any Time, after giving to the Holders thereof Six Months Notice of the Intention to redeem the same, so to redeem the said Shares by repaying to the Holders thereof the Amount paid thereon, together with a Sum by way of Premium of Five *per Centum* on the Amounts so paid.

Company may guarantee the Dividend on Shares.

Saving existing Preference Shares.

Shares may be redeemed.

V. When the whole of the above Capital is subscribed and Half paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any Ordinary or Extraordinary Meeting of the Company, provided that such Sums of Money do not exceed in the whole Three hundred and thirty-three thousand Pounds, in addition to the Sums which they are already authorized to borrow, and provided that the whole Sum at any Time borrowed on Mortgage or Bond do not exceed One Third of the Capital at that Time actually raised by Shares, and that One Half of the whole Capital of the Company shall be at that Time actually paid up.

Power to borrow on Mortgage.

VI. All Mortgages and Bonds granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be created by virtue of this Act.

Former Mortgages to have Priority

VII. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money, and the Conversion

Provisions of 8 & 9 Vict. c. 16. as to

The Great Northern Railway Act, 1855.

borrowing
extended to
this Act.

version of borrowed Money into Capital, shall extend and apply to the Monies by this Act authorized to be borrowed.

Application
of Money.

VIII. The Monies by this Act authorized to be raised, whether by Shares or by Loan, shall be employed only in carrying into execution the Objects and Purposes authorized by the Acts relating to the Company.

As to Con-
version of
Royston and
Hitchin
Rents.

IX. It shall be lawful for the *Royston and Hitchin* Railway Company to accept, instead of the Rents now payable to it by the *Great Northern* Railway Company, a fixed annual Dividend or Interest on Shares or Stock of the last-named Company, such annual Dividend or Interest being of the same Amount as the said annual Rents: Provided always, that such Conversion of Rent into Dividend or Interest shall be made within Two Years after the passing of this Act, and shall not be effected unless with the Consent of the Proprietors of the *Royston and Hitchin* Railway Company present, in Person or by Proxy, at an Extraordinary General Meeting of the same Company, convened with due Notice of the Matter, and holding at least Three Fourths of the paid-up Capital of the Company represented at such Meeting (such Proprietors being qualified to vote at the Meeting in right of such Capital); and if the *Royston and Hitchin* Railway Company shall at any such Meeting determine so to convert the said Rents, they shall within Fourteen Days after the said Meeting notify that Fact in Writing under their Common Seal to the Secretary of the *Great Northern* Railway Company, and within Three Months after such Notification every Holder of a Share in the *Royston and Hitchin* Railway Company, or of Stock in the same Company, shall be entitled to a like Amount of Stock in the *Great Northern* Railway Company, which Stock shall bear and be entitled to a perpetual Dividend or Interest at the Rate of Six Pounds *per Centum per Annum*, payable half-yearly; and the Dividend or Interest so payable on the Stock created in pursuance of the Powers in this Section contained shall have the same Precedence as the Rents now payable, and shall rank before the Dividends or Interest payable on any other Shares or Stock in the *Great Northern* Railway Company, excepting the "Debenture Stock" authorized to be created by the "*The Great Northern* Railway Company's Increase of Capital Act, 1853," (Section 19.)

Royston and
Hitchin
Certificates
to be ex-
changed.

X. The *Great Northern* Railway Company shall within the said Space of Three Months deliver to every Holder of a Share or Stock in the *Royston and Hitchin* Railway Company who shall produce a Certificate of such Share or Stock, and who shall deliver the same to the *Great Northern* Railway Company to be cancelled, a Stock Certificate of equal nominal Value in the last-named Company, and
such

The Great Northern Railway Act, 1855.

such Certificate shall bear the Name of "*Royston and Hitchin* Guaranteed Stock," and there shall be expressed thereon the Fact that the Holder of the same is entitled to a Dividend or to Interest at the Rate aforesaid; and the *Great Northern* Railway Company shall, within Six Weeks after they shall have received from the *Royston and Hitchin* Railway Company such Notification as aforesaid, advertise once in the *London Gazette*, and also twice in each of Three Daily Newspapers published in *London*, the Fact that they are prepared to exchange as aforesaid such Certificates, and the Times and the Places at which the said Certificates may be so exchanged.

XI. If within Thirty Days after the Dividend or Interest on the said *Royston and Hitchin* Guaranteed Stock has become payable, and after Demand thereof in Writing, the same be not paid, the Proprietor or Proprietors of such Stock holding individually or collectively an Amount in nominal Value of Twenty thousand Pounds or upwards may (without Prejudice to his and their Right to sue for the Dividend or Interest so in arrear in any Court of competent Jurisdiction) require the Appointment of a Receiver by an Application to be made as herein-after provided.

Arrears of Dividend may be enforced by Appointment of a Receiver.

XII. Every such Application for a Receiver shall be made to Two Justices; and on any such Application it shall be lawful for such Justices, by Order in Writing, after hearing the Parties, to appoint some Person to receive the whole or a competent Part of the Tolls or Sums liable to the Payment of such Dividends or Interests, until all the Arrears of Dividends or Interest which may then be due on the said Stock, together with all Costs, including the Charges of receiving the Tolls or Sums aforesaid, be fully paid; and upon such Appointment being made all such Tolls and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed, and the Money so to be received shall be so much Money received by or to the Use of the Proprietors of the said Stock, or to the Use of those of the Proprietors to whom such Dividends or Interest shall be then due; and so soon as the full Amount of such Dividends, Interests, and Costs has been so received, the Power of such Receiver shall cease: Provided always, that such Receiver shall distribute rateably and without Priority among all the Proprietors of the said *Royston and Hitchin* Stock to whom Interest or Dividends shall be in arrear the Tolls or Monies which shall so come to his Hands.

Appointment of Receiver.

XIII. The Powers of the Receiver to be appointed for the Recovery of the Dividends or Interest on the said Guaranteed Stock shall be deemed to be in lieu of and shall supersede the Powers of Re-entry

Powers of Receiver to supersede Powers of Re-entry, &c.

[*Local.*]

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and

The Great Northern Railway Act, 1855.

and Distress now vested in the *Royston and Hitchin* Railway Company by virtue of any Deeds of Conveyance or otherwise.

As to Re-
issue of
Witham
Navigation
Bonds.

9 & 10 Vict.
c. lxxi.

XIV. When and as often as any Mortgages or Debentures granted by the Company of Proprietors of the *Witham* Navigation, or now charged on or affecting the Navigation of the River *Witham*, or the Undertaking of the said Company of Proprietors, shall be paid off by the *Great Northern* Railway Company, in pursuance of the Liability imposed on them by "The *Great Northern* Railway Act, 1846," it shall be lawful for the last-named Company to borrow a Sum of Money equal to that which they shall so pay off, and to secure the same Sum by Mortgages under their Common Seal, and they may in like Manner borrow by Mortgage of their Undertaking any such Sums of Money as they shall have so already paid off; and the Provisions contained in "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company on Mortgage or Bond, shall, so far as they are applicable, extend to the Mortgages so to be issued.

Agreement
with Lanca-
shire and
Yorkshire
Railway
Company
confirmed.

XV. The Agreement bearing Date the Twenty-fourth Day of *July* 1854, and made between the *Lancashire and Yorkshire* Railway Company of the one Part, and the *Great Northern* Railway Company of the other Part, (a Copy whereof is contained in the Schedule A. to this Act,) whereby in consideration of the Sum of Twenty thousand Pounds, an undivided Moiety of a certain Portion of Railway specified in the said Agreement is agreed to be sold by the *Lancashire and Yorkshire* Railway Company to and vested in the *Great Northern* Railway Company, so as to facilitate Access to the *Leeds Central* Railway Station by the last-named Company, and all the Matters and Things in the said Agreement contained, are hereby confirmed; and an undivided Moiety in the Portion of Railway coloured Blue on the Plan annexed to the said Agreement, and the free Use and Enjoyment thereof, are hereby vested in the *Great Northern* Railway Company, as joint and equal Owners thereof with the *Lancashire and Yorkshire* Railway Company, subject to the Payment aforesaid, and to the Reservations, Conditions, and Stipulations in the said Agreement contained: Provided always, that nothing in this Act contained shall prejudice or take away the existing Right of the *North-eastern* Railway Company to pass free of Toll with their Engines and Carriages over so much of the said Portion of Railway as lies between the Points of Junction therewith of the *North-eastern* Railway and the High Level Bridge over the River *Aire* leading to the *Leeds Central* Passenger Station; subject only, nevertheless, to all necessary and proper Regulations for the Conduct of the Traffic of the *North-eastern* Railway Company over the said Portion of Railway, and to the Contribution by the *North-eastern* Railway Company of One Third of the

The Great Northern Railway Act, 1855.

the Expense of Maintenance of Way of the said Portion of Railway, and of the Repairs of the said Bridge.

XVI. It shall be lawful for the *Lancashire and Yorkshire* and the *Great Northern* Railway Companies to appoint a Joint Committee for the Management of the said Portion of Railway, and for the Maintenance and Repair thereof, and the Receipt and Distribution of the Tolls and Charges received from other Companies or Persons for the Use thereof, and to confer on such Joint Committee all or any of the Powers and Authorities which are now vested or after the passing of this Act may be vested in the *Lancashire and Yorkshire* and *Great Northern* Railway Companies, or in either of them, with respect to the said Portion of Railway.

As to Joint Committees.

XVII. A certain Memorandum of Agreement, bearing Date the Twenty-fifth Day of *February* 1850, and made between the lately dissolved *Leeds and Thirsk* Railway Company (whose Undertaking now forms Part of that of the *North-eastern* Railway Company) of the one Part, and the *Great Northern* Railway Company of the other Part, (a Copy of which Memorandum is contained in the Schedule B. to this Act,) whereby an undivided Moiety in certain Portions of Railway therein described is agreed to be sold, subject to all then existing Rights and Easements, to the *Great Northern* Railway Company, upon and subject to the Terms and Conditions therein stated, is hereby confirmed.

Agreement with North-eastern Railway Company, dated 25th Feb. 1850, confirmed.

XVIII. From and after the passing of this Act, and the Execution by the *North-eastern* Railway Company of a Deed of Conveyance, under their Corporate Seal, to the *Great Northern* Railway Company, of One undivided Moiety of the Portions of Railway by the said Memorandum of Agreement of the Twenty-fifth Day of *February* 1850 agreed to be sold to them, and of an undivided Moiety of so much of the *Leeds Central* Station Junction Line, including the Site and Ground thereof, as commences at or near the *Wellington* Road, and joins the High Level Arching near to the River *Aire*, or of other the Property to be described in such Conveyance, and thereby expressed to be conveyed, the same Moieties and Premises shall respectively be vested in the *Great Northern* Railway Company, as joint and equal Owners thereof with the *North-eastern* Railway Company, upon the Terms and Conditions mentioned in the said Memorandum of Agreement of the Twenty-fifth Day of *February* One thousand eight hundred and fifty, and other the Terms and Conditions, if any, which shall be expressed and contained in such Conveyance: Provided always, that immediately after the Amount to be paid by the *Great Northern* Railway Company to the *North-eastern* Railway Company by way of Consideration for such Purchase and joint Ownership shall have been ascertained in the Manner provided

Vesting undivided Moiety of Line in Great Northern Railway Company.

The Great Northern Railway Act, 1855.

provided in the said Memorandum, or determined in manner herein-after provided, a Receipt for such Amount shall be endorsed on the said Deed of Conveyance herein-before provided to be made, and such Deed of Conveyance shall be chargeable with the *ad valorem* Stamp Duty in respect of the Amount so determined to be payable, and shall be duly stamped for denoting the Payment of such Duty accordingly.

As to Consideration to be paid by Great Northern Railway Company.

XIX. The *Great Northern* Railway Company shall pay to the *North-eastern* Railway Company, by way of Consideration for the Purchase and joint Ownership of the said above-mentioned Portion of the *Leeds Central* Station Junction Railway and Premises, such Sum of Money as shall have been or be determined on by *Edmund Denison* Esquire and *James Pulleine* Esquire, or by an Umpire to be named by them; and the *Great Northern* Railway Company shall pay to the *North-eastern* Railway Company such Amount as shall have been or be determined on by the said Arbitrators or Umpire as Compensation to the *North-eastern* Railway Company for the probable Cost of Sidings or Siding Ground which they will require in consequence of such Sale to the *Great Northern* Railway Company of a Moiety of the said Junction Line of Railway.

Sidings to be provided at Cost of Great Northern Railway Company.

Provisions as to Arbitration of 8 & 9 Vict. c. 20. incorporated.

XX. The Provisions in the "Railways Clauses Consolidation Act, 1845," contained, with respect to the Settlement of Disputes by Arbitration, shall, subject to the Provisions of this Act, be incorporated herewith.

Power for Great Northern and North-eastern Railway Companies to enter into Agreements for certain Purposes.

XXI. It shall be lawful for the *Great Northern* Railway Company and the *North-eastern* Railway Company to contract, or fulfil any Contracts already entered into between them, or between the *Great Northern* Railway Company and the said *Leeds Northern* Railway Company, for the Purpose of securing Access by means of a Bridge and Approaches for the Traffic of the *Great Northern* Railway Company across the River *Aire* to certain Land purchased by the *Great Northern* Railway Company, adjoining Mr. *Gott's* Mill near the *Leeds Central* Railway Station.

As to Joint Committees with North-Eastern Railway Company.

XXII. It shall be lawful for the *North-eastern* and the *Great Northern* Railway Companies to appoint a Joint Committee for the Management of the Portions of Railway and Works vested in them jointly, whether by virtue of the Agreement herein-before confirmed of the Twenty-fifth Day of *February* One thousand eight hundred and fifty, or by virtue of this Act, and for the Maintenance and Repair of such Portions of Railway and Works, and the Receipt and Distribution of the Tolls and Charges arising therefrom, and to confer on such Joint Committee all or any of the Powers and Authorities which

are

The Great Northern Railway Act, 1855.

are now vested or after the passing of this Act may be vested in the *North-eastern* and *Great Northern* Railway Companies, or in either of them, with respect to the Premises.

XXIII. It shall not be lawful for the *Great Northern* Railway Company, out of any Money by this Act or any other Act relating to the 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 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.

Interest not
to be paid on
Calls paid up.

XXIV. It shall not be lawful for the said Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, 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 an Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or execute any other Work or Undertaking.

Deposits for
future Bills
not to be paid
out of Com-
pany's
Capital.

XXV. Nothing herein contained shall be deemed or construed to exempt the Undertaking of the *Great Northern* Railway Company from the Provisions of any General Act relating to this Act, 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 or of the Rates for small Parcels.

Railway, &c.
not exempt
from Pro-
visions of
present and
future Gene-
ral Acts.

XXVI. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid and discharged by the *Great Northern* Railway Company.

Expenses of
Act.

XXVII. In citing this Act it shall be sufficient to describe it as "The *Great Northern* Railway Act, 1855."

Short Title.

The Great Northern Railway Act, 1855.

SCHEDULE A. referred to in the foregoing Act.

AN AGREEMENT, made on the 24th Day of July in the Year of our Lord 1854, between the Lancashire and Yorkshire Railway Company (hereinafter called the Lancashire and Yorkshire Company) of the one Part, and the Great Northern Railway Company (hereinafter called the Great Northern Company) of the other Part.

WHEREAS by an Agreement made on the 17th Day of February in the Year of Our Lord 1847, between the Manchester and Leeds Railway Company, now the Lancashire and Yorkshire Railway Company, and the Leeds, Dewsbury, and Manchester Railway Company, now incorporated with the London and North-western Railway Company, reciting, that the said Companies had obtained or were applying for Powers, either respectively or severally, for the Purchase of certain Lands coloured Pink and Blue on the Plan thereto annexed, on which they proposed to construct their respective Lines of Railway into Leeds, it was agreed, that such Lands should be purchased by the Leeds, Dewsbury, and Manchester Company, that the Land coloured Blue on the said Plan should, when purchased, be conveyed to the Manchester and Leeds Company, and the Lands coloured Pink to the Leeds, Dewsbury, and Manchester Company, and that the Costs of executing the Works upon the Land so purchased, and of purchasing a Portion of the Land described in the said Agreement, should be divided equally between the Two Companies, and the Cost of purchasing the Remainder of the Lands should be divided between the respective Companies in proportion to the Value of the Land taken by them respectively: And whereas such Land was afterwards purchased, and Two Double Lines of Railway were constructed on the Site thereof, leading into the Central Station at Leeds, and known as the Viaduct Line, and the Costs of Purchase and Construction were duly apportioned and paid as provided by the said Agreement: And whereas, by a Memorandum of Agreement, made the 14th Day of June in the Year of our Lord 1854, between the London and North-western Railway Company of the First Part, and the Lancashire and Yorkshire Railway Company of the Second Part, and the Great Northern Railway Company of the Third Part, and the Leeds Northern Railway Company of the Fourth Part, the Leeds, Bradford, and Halifax Junction Railway Company of the Fifth Part, and the Promoters of the Bradford, Wakefield, and Leeds Railway Bill of the Sixth Part, reciting the Construction of the said Two Double Lines of Railway by the London and North-western and Lancashire and Yorkshire Railway Companies upon a Viaduct erected jointly by them upon Land belonging to them in Severalty, as shown upon the Plan thereunto annexed, whereon the Portion belonging to the Lancashire and Yorkshire Railway Company was coloured Blue, and that belonging to the London and North-western Railway Company was coloured Red, it was declared and agreed by and between the Two last-mentioned Companies, that so much of

The Great Northern Railway Act, 1855.

of the said Double Lines of Railway and Works as lies between a certain Point marked B on the Plan thereunto annexed (and which is the same Point marked B on the Plan hereunto annexed) and the Leeds Central Railway Station should belong to the said Two Companies respectively in Severalty in manner following; that is to say, so much of the said Lines of Railway and Works as were constructed upon or over the Land of the London and North-western Company (which Land was coloured Red on the said Plan) should belong exclusively to the London and North-western Railway Company, and so much thereof as are constructed upon or over the Land of the Lancashire and Yorkshire Railway Company (which Land was coloured Blue on the said Plan) should belong exclusively to the Lancashire and Yorkshire Railway Company; but subject to a Proviso and Condition as to certain Lines of Crossing upon the Bridge over the River Aire shown and marked on the said Plan, which were to be used in common, as in the said Agreement particularly mentioned: And whereas the Portions so referred to as coloured Blue and Red respectively on the Plan annexed to the last-mentioned Agreement are the same Portions respectively coloured Blue and Red on the Plan hereto annexed, and represent the Portions belonging to the Two Companies respectively, the Portion coloured Blue on the Plan hereunto annexed being the separate Property of the Lancashire and Yorkshire Railway Company: And whereas the London and North-western Company, and the Lancashire and Yorkshire Company, the Great Northern Company, and the Leeds Northern Company, being respectively interested in and having certain Rights and Privileges on and to the Use of the said Leeds Central Station, by a Memorandum of Agreement made the 14th Day of June in the Year of our Lord 1854, agreed to and determined upon an Apportionment of the said Station as in the said Agreement particularly specified and described, and a like Provision was inserted in the said last-mentioned Agreement as to the common Use of the Lines crossing upon the said Bridge over the River Aire: And whereas the Great Northern Company, by virtue of certain Arrangements which have been made by them with the Leeds, Bradford, and Halifax Junction Railway Company, and with the Bradford, Leeds, and Wakefield Railway Company, will require, for the Purposes of their Traffic, Access to the said Leeds Central Station by and over the said Viaduct Line, and it has accordingly been agreed between them and the Lancashire and Yorkshire Railway Company that, subject to the Sanction of Parliament, the Lancashire and Yorkshire Company shall sell to the Great Northern Company an undivided Moiety of and in the said Portion thereof belonging to the Lancashire and Yorkshire Railway Company which lies between the said Point B and the said Station, and is coloured Blue on the Plan hereunto annexed, at and for the Price of Twenty thousand Pounds, to be paid at the Time and in the Manner herein-after mentioned, and that Application shall be made for the Sanction of Parliament thereto, and in the meantime and until such Sanction shall have been obtained the Great Northern Railway Company may and shall use the said Portion of Railway for the Purposes of their Traffic in common with the Lancashire and Yorkshire Railway Company, as herein-after mentioned: Now therefore it is hereby mutually agreed by and between the Lancashire and Yorkshire Company and the Great Northern Company as follows:—

1. At least Seven Days before the opening of the Leeds, Bradford, and Halifax Junction Railway for public Traffic the Lancashire and Yorkshire Company will give or cause to be given to the Great Northern Company Possession

The Great Northern Railway Act, 1855.

Possession of the said Portion of Railway described on the Plan hereto annexed as lying between the said Point B and the Leeds Central Station, and thereon coloured Blue, to be held and used by them in common with the Lancashire and Yorkshire Railway Company for the Purposes of the Traffic to be conveyed by them over the said Portion of Railway from and to the said Central Station, and will permit them to use and run over the said Portion of Railway from thence until the passing of an Act of Parliament authorizing the Sale to them of an undivided Moiety of the said Portion of Railway, and the vesting thereof in them, or until Repayment of the Purchase Money, as herein-after mentioned; such Use, however, to be subject to the Regulations and Control of the Joint Committee herein-after mentioned, and to be subject also to any Rights which the Leeds Northern Railway Company may now have or may be entitled to to run over and use the said Portion of Railway.

2. On Possession being so delivered, and concurrently therewith, the Great Northern Company shall and will in consideration thereof pay to the Lancashire and Yorkshire Company the Sum of Twenty thousand Pounds.

3. The Lancashire and Yorkshire Company shall and will cause the said Portion of Railway to be at the Time of the giving Possession thereof as aforesaid in good and efficient working State and Condition, and the same shall from thence be repaired and maintained at the joint Expense of the said Two Companies.

4. The Maintenance of the said Portion of Railway, and the Management thereof, as respects the common Use by the Two Companies, Parties hereto, shall be under and subject to the Superintendence of the Joint Committee of the Two Companies who for the Time being shall have the Management and Superintendence of the Wakefield Joint Station.

5. The Two Companies shall and will in the next, or, if necessary, in the then following Session of Parliament, concur in promoting a Bill for authorizing the Sale to and the vesting in the said Great Northern Company of an undivided Moiety of the said Portion of Railway as aforesaid; and such Bill may be brought in and prosecuted by both Companies, or by either Company, as may be deemed expedient; and the Cost of and incident to the Promotion of such Bill, and of procuring the same to be passed into a Law, shall be borne by the Two Companies equally; and by whichever Company the said Bill shall be promoted the other Company shall and will give all reasonable Aid in the Prosecution and Promotion thereof.

6. If, from the Failure of such Application, or from any other Cause, the Great Northern Company shall not have an undivided Moiety of the said Portion of Railway lawfully vested in them, or the Use of the said Portion lawfully secured to them, the Lancashire and Yorkshire Company shall and will, on such Event being ascertained, repay to the Great Northern Company, on Request, the Amount of the said Purchase Money, on which Repayment being made all Right of the Great Northern Company to use the said Portion of Railway under this Agreement shall cease and determine.

7. During the Period in which the Great Northern Company shall have the Use of the said Portion of Railway under this Agreement, neither of the Two Companies shall be charged with or pay by or to the other of them any Toll upon or in respect of Traffic conveyed by them respectively over the said Portion of Railway; and any Tolls which may during the same Period be paid by any other Company for the Use of the said Portion of Railway shall be equally divided between the said Two Companies; and the Company receiving the same shall

The Great Northern Railway Act, 1855.

shall account for and pay over to the other Company the Moiety of all such Tolls at least once in each Three Months.

8. Neither Company shall, without the Consent and Concurrence of the other Company, enter into any Contract or Arrangement whereby any Right may be given or granted to any other Company or Person to run over the said Portion of Railway so held by them, or whereby the other of such Companies may be injuriously affected in the Use or Enjoyment of the said Portion of Railway.

9. The Costs of and incident to the making of this Agreement shall be borne by the Two Companies equally.

10. The Clauses to be introduced into the said Bill, to be promoted as aforesaid, shall, in case of Difference, be settled by John Horatio Lloyd, Esquire, or, him failing, by some Person to be agreed upon by the Two Companies, or if they shall not agree, to be nominated by the Attorney General for the Time being.

11. Every other Question or Matter in difference between the Two Companies, as to the Construction of this Agreement, or the carrying the same into effect, as and when the same shall arise, shall be referred to and be determined by Arbitration, in the Manner and under the Provisions set forth in the "Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

In witness whereof the said Lancashire and Yorkshire Railway Company and the said Great Northern Railway Company have caused their respective Corporate Seals to be hereunto affixed, the Day and Year first above written.

SCHEDULE B. referred to in the foregoing Act.

MEMORANDUM of an Agreement made the 25th Day of February in the Year of our Lord 1850, between the Leeds and Thirsk Railway Company of the one Part, and the Great Northern Railway Company of the other Part, whereby the said Companies do hereby, for themselves and their several Successors and Assigns, mutually covenant and agree with each other as follows :

1. That the Great Northern Railway Company shall purchase from the Leeds and Thirsk Railway Company, and the Leeds and Thirsk Railway Company shall sell to the Great Northern Railway Company, One undivided Moiety or Half Part of so much of the Lines of Railway and the Site and Ground thereof in the Parish of Leeds as is comprised within the Distances herein-after stated, and on the Plan hereto annexed coloured Red, the entire Quantity containing by Admeasurement Fifteen thousand three hundred and sixty-seven Square Yards or thereabouts, and being so much of the Leeds and Thirsk Railway, constructed under the Powers of the Leeds and Thirsk Railway Act, 1845, as commences at a Point marked A on the said Plan at the Junction with the Leeds and Bradford Railway, and extending to a Point marked C on the said Plan hereto annexed, and being of the Length of Five hundred and ninety-seven Yards, and also One Moiety of the Lines from the Letter B on the said Plan to the Point marked D on the said Plan, and being of the Length of Four hundred and eighty-eight Yards, which Lines of Railway it will be requisite for the Great Northern Railway to run over and use in order to get into the Low

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The Great Northern Railway Act, 1855.

Level of the Leeds Central Railway Station in or near Wellington Street in Leeds aforesaid, but not into the High Level Station thereof, and also One Moiety of so much of the Siding marked F, C, upon the said Plan as is comprised within those Two Letters, and measuring One hundred and ninety-two Yards in Length.

2. That the Price for the said Moiety of the said Lines shall be such a Sum as shall be equal to One Half Part of the Cost thereof, including the Purchase Money for Land and Interest thereon to the Time of opening, the Construction of Works, and all Costs, Charges, and Expenses incident thereto respectively, such Sums to be paid on the First Day of March next, and the said Great Northern Railway Company shall on and from the Payment thereof be entitled to the Use of the said Lines of Railway and Siding, with the Appurtenances.

3. That the Leeds and Thirsk Railway Company shall within Fourteen Days from the signing hereof make for and deliver to the said Great Northern Railway Company an Abstract of the Conveyance or Conveyances to them, showing their Title to the Premises, and shall also furnish to the said Great Northern Railway Company a Copy of the Abstract furnished to them by the Vendors of whom the Leeds and Thirsk Railway Company purchased the same, and such Title so disclosed shall be accepted by the Great Northern Railway Company; and if the Great Northern Railway Company require any other Abstract, or any other Evidence of Title or other Matter whatsoever beyond such Abstract and Copy of Abstract, the same shall be at the Expense of the said Great Northern Company, except nevertheless that the said Leeds and Thirsk Railway Company shall, at their own Expense, produce all Documents in their Custody for verifying such Abstract, and shall procure the Conveyance to be executed by all proper Parties.

4. That the Premises shall be subject to all such Rights and Easements (if any) as they are now subject to.

5. That the said Great Northern Railway Company and the Leeds and Thirsk Railway Company, and their respective Successors and Assigns, for ever, shall each have the Power of granting from Time to Time the Right to any other duly incorporated Railway Company or Companies of running over the said Lines hereby agreed to be conveyed, on such Terms as both Companies, Parties hereto, shall think proper, having regard to the Traffic of the Company or Companies proposed to be admitted, and in case of Disagreement to be settled by Arbitration, as herein-after mentioned.

6. Provided always, that the Amount of the Consideration or Income to be derived from admitting any other Party shall be equally divided between the said Leeds and Thirsk Railway Company and the said Great Northern Railway Company.

7. Provided also, that no Agreement made by either of the said Companies, Parties hereto, for the Admission of any other such Company, shall be binding on the other of the said Companies, Parties hereto, or entitle any such other Company or Companies so to be admitted to the Use of the said Railways, except on Notice in Writing given by the other Party hereto, with a Copy of a legal and proper Agreement in Writing, binding such other Company or Companies to a due Observance and Performance of the Terms stipulated with and to be observed and performed by them respectively, and approved of by the other Company, and settled by Arbitration, in case of Dispute, as herein-after mentioned.

8. That,

The Great Northern Railway Act, 1855.

8. That, subject as herein mentioned, the said Leeds and Thirsk Railway Company and the said Great Northern Railway Company shall bear and pay all Costs of Repairs and Reconstruction, and Maintenance of Way and Bridges, and of Watchmen, Pointsmen, and Switchmen, and all other Expenses concerning the Premises, in equal Shares, such Repairs and Reconstruction to be made and constructed, by the said Leeds and Thirsk Railway Company, and One Half of the Cost thereof repaid to them as aforesaid, with Interest at Five Pounds per Centum from the Times of Payment; and in case of any Want of such Repairs, Reconstruction, or Maintenance of Way, so as to keep the said Lines and Premises in perfect working Order, as now constructed, or set out and intended to be constructed, it shall be lawful for the said Great Northern Railway Company to give Ten Days Notice to the said Leeds and Thirsk Railway Company to make and complete such Repairs, Reconstruction, and Maintenance, or any of such Works; and if the said last-mentioned Company shall not within that Period commence and expeditiously prosecute the Works required, the said Great Northern Railway Company shall be at liberty to do the same in a good, substantial, and workmanlike Manner, and to charge to and demand from the Leeds and Thirsk Railway Company their Proportion of the Amount of the Cost thereof, with Interest at Five Pounds per Centum per Annum from the Time when the Work is completed and paid for.

9. And it is also agreed, that nothing herein contained shall be construed to prevent the said Leeds and Thirsk Railway Company from giving Power to any Person or Persons, Company or Companies whomsoever, when and as the said Leeds and Thirsk Railway Company shall from Time to Time think proper, to use the Junction Lines of Railway marked A C on the said Plan, connecting the Leeds and Bradford Railway and the Leeds and Thirsk Railway with the High Level Viaduct of the Leeds Central Railway Station and the said Siding, without any Concurrence of or Leave from the said Great Northern Railway Company, their Successors or Assigns, as if these Presents had not been made, and without any Payment for such Use beyond a due Proportion of the Maintenance of Way and Works, and Watchmen and Switchmen, if the said Leeds and Thirsk Railway Company shall not charge any Sum for such Use; but if any Sum be received for the Use of the said Junction Line marked B D, through the said Junction Line marked A B, such a Proportion of that Sum as may be fairly apportioned to that Part of such Lines as will by this Agreement become the joint Property of both the said Parties hereto shall be divided between the said Great Northern Railway Company and the said Leeds and Thirsk Railway Company.

10. And it is hereby declared, that the Object of this Arrangement is mutually to secure the convenient, safe, and economical working of the Traffic of the said Leeds and Thirsk Railway Company and the Great Northern Railway Company, and their respective Successors and Assigns, in perpetuity, or of so much thereof as the said Companies shall respectively from Time to Time think proper to bring on the said Lines.

11. And it is also agreed, that if any Dispute shall arise between the said Parties hereto as to the Form and Terms of the Conveyance to be made to the said Great Northern Railway Company, the same shall be referred to some Conveyancer to be nominated by the Queen's Solicitor General at Westminster for the Time being.

12. And it is also agreed, that if any other Dispute shall arise between the said Two Companies or their Successors touching this Agreement and the
said

The Great Northern Railway Act, 1855.

said Conveyance when made, or either of them, or any Matter or Thing whatsoever arising therefrom or incident thereto, the same shall be referred to Arbitration and Umpirage, pursuant to the Provisions of the Railways Clauses Consolidation Act, 1845.

In witness whereof the said Companies have hereunto affixed their respective Common Seals, the Day and Year first herein written.

LONDON:

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