



ANNO VICESIMO QUINTO & VICESIMO SEXTO
VICTORIÆ REGINÆ.

Cap. xcii.

An Act to authorize the *Leeds, Bradford, and Halifax Junction* Railway Company to deviate and extend the authorized Line of their *Batley Branch* Railway in the West Riding of the County of *York*; and for other Purposes.

[30th June 1862.]

WHEREAS the *Leeds, Bradford, and Halifax Junction* Railway Company (herein-after called "the Company") were incorporated by "The *Leeds, Bradford, and Halifax Junction* Railway Act, 1852," for constructing a Railway from *Bowling* near *Bradford* to *Wortley* near *Leeds* in the West Riding of the County of *York* (herein-after called "the Main Line"), and for other Purposes: And whereas by "The *Leeds, Bradford, and Halifax Junction* Railway Act, 1853," the Company were authorized to construct a Branch Railway from the Main Line at *Laister Dyke* to *Gildersome Street* (herein-after called "the *Gildersome Branch*"), and another Branch Railway from *Laister Dyke* to the Town of *Bradford*: And whereas by "The *Leeds, Bradford, and Halifax Junction* Railway Act, 1854," the Company were empowered to construct a Railway (in extension of the *Gildersome Branch*) to *East Ardsley*: And whereas by "The *Leeds, Bradford, and Halifax Junction* Railway Act, 1855," the Company

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15 & 16 Vict. c. cxviii.
16 & 17 Vict. c. cxi.
17 & 18 Vict. c. clxii.
18 & 19 Vict. c. xiii.

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- 22 & 23 Vict. c. cxi. were authorized to raise additional Capital, and by "The *Leeds, Bradford, and Halifax Junction Railway Act, 1859*," the Company were authorized to convert their Mortgage or Bond Debt into Debenture Shares or
- 24 & 25 Vict. c. lx. Debenture Stock: And whereas by "The *Leeds, Bradford, and Halifax Junction Railway Act, 1861*," the Company were authorized to construct a Railway (to be called "the *Batley Branch*") from the *Gildersome Branch* to join the *Birstal Branch* of the *London and North-western Railway*, and (Sections 33 and 34) to pass over and use, with their respective Engines and Carriages of every Description, so much of the *London and North-western Railway* as lay between the Point of Junction therewith of the Railway by the Act now in recital authorized and the Station at *Batley* of the *London and North-western Railway*, and the Stations, Watering Places, Sidings, Platforms, Booking and other Offices, Warehouses, Buildings, Conveniences, and Accommodations upon the said Portion of Railway or connected therewith, including the said Station at *Batley*, upon such Terms and Conditions, and on Payment of such Tolls, Charges, Rent, or other Consideration, as might from Time to Time be agreed upon, or (failing Agreement) as should be determined by Arbitration: And whereas it is expedient that the Company be authorized to construct the Railway herein-after described in substitution for Part of the *Batley Branch*, and to raise further Money for that Purpose: And whereas Plans and Sections showing the Line and Levels of the proposed Railway, and the Lands in or through which the same is to be made, with a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*: And whereas the proposed Railway is intended to join the *London and North-western Railway*, and it is expedient and would be for the public Advantage that such Provision as in this Act contained should be made for the User of the Railway of the *London and North-western Railway Company* from the Point of Junction up to the Station at *Batley* of that Company, and of the Works and Conveniences connected therewith, including the *Batley Station* of that Company: And whereas it is expedient that the Periods limited for the Sale of the superfluous Lands of the Company should be extended: And whereas it is expedient to sanction and give Effect to Contracts between the Company and the *Bradford, Wakefield, and Leeds Railway Company* (herein-after called the *Wakefield Company*) for or with respect to the User by each of those Companies of certain of the Railways of the other of them, and the Construction, Maintenance, Ownership, Arrangement, Management, and Use of a Joint Station or Stations at *Batley*, and the adjoining Portions of their respective Railways: And whereas the several Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent

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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 :

1. This Act may be cited for any Purpose as "*The Leeds, Bradford, and Halifax Junction Railway Act, 1862.*"
2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall respectively be incorporated with and form Part of this Act. 8 & 9 Vict. cc. 18. and 20. and 23 & 24 Vict. c. 106. incorporated.
3. The several Words and Expressions to which in the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context. Same Meaning to Words in this Act as in incorporated Acts.
4. Subject to the Provisions of this Act, the Company may make and maintain in the Line and upon the Lands delineated on the Plans and described in the Book of Reference, and according to the Levels described on the Sections deposited as aforesaid, the Railway hereinafter described, with all proper and necessary Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use all or any of the said Lands which shall be necessary or requisite for such Purpose ; (that is to say,)

A Railway commencing by a Junction with the authorized Line of the *Batley* Branch in the Township of *Batley*, and terminating in the Township of *Soothill* by a Junction with the *London and North-western* Railway, and also by a Junction with the Railway authorized by "*The Bradford, Wakefield, and Leeds Railway Act, 1861 :*"

And the said Railway hereby authorized, with the Stations, Works, and Conveniences connected therewith, shall for all Purposes whatsoever be Part of the Undertaking of the Company.
5. The Branch Railway to and Junction with the *London and North-western* Railway hereby authorized shall communicate with the *London and North-western* Railway by a proper and sufficient Siding, or other convenient Means of Communication, as the Engineer for the Time being of the said *London and North-western* Railway Company shall by Writing under his Hand require, and the said Siding and Junction shall be constructed under the Superintendence and to the reasonable Satisfaction in all respects of such Engineer, and made and maintained at the Cost of the Company. Railway to communicate with London and North-western Railway by Siding.

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Bridge
over London
and North-
western
Railway.

6. The Bridge to carry the Railway hereby authorized over the *London and North-western* Railway shall be of the Height and Width shown upon the deposited Plans, such Bridge, and all Interferences with the Works of the *London and North-western* Railway which may be necessary for effecting the Communication to be made in manner aforesaid and erecting the said Bridge, shall be constructed, made, and maintained in a substantial Manner, and as the Engineer for the Time being of the *London and North-western* Railway Company shall from Time to Time require; and in case of any Difference arising as to the Mode of erecting the said Bridge and other Works, and effecting the Communication to be made as aforesaid, the same shall be determined by a Referee, to be appointed, at the Cost of the Company, by the Board of Trade, on the Application of either Company; and the Erection and Construction of such Bridge, Communication, and Works shall be so carried on respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway.

Company to
pay Expense
of Removal
of Signals.

7. The Company shall bear the Expense of such Alteration, Removal, or Re-erection of the Signals, Signal Boxes, and Signal Posts on the *London and North-western* Railway at or near the *Batley* Station as the Engineer for the Time being of the *London and North-western* Railway Company in his Discretion may consider necessary by reason of the Construction of the Railway hereby authorized, and the Sum certified by such Engineer to be the reasonable Amount of their Expenditure in that Behalf shall, on Demand, be repaid to them by the Company.

Signals, &c.
to be erected,
&c., and
Persons ap-
pointed by
London
and North-
western
Railway
Company at
Point of
Junction.

8. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction to be made as aforesaid, and appoint and remove such Watchmen, Switchmen, or other Persons as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction, and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western* Railway Company or on the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company, and all the Expense during each Half Year of erecting, altering, repairing, and maintaining of such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, and in default

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default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

9. Except as in this Act expressly provided, nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western Railway Company*.

Saving Rights of the London and North-western Company.

10. The Company may make such Openings in and Alterations of the Rails of the Railway authorized by "The *Bradford, Wakefield, and Leeds* Railway Act, 1861," as are necessary in order to effect the Communication hereby authorized between that Railway and the Railway hereby authorized, and such Communication shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Wakefield* Company may from Time to Time reasonably require, and shall be executed to the reasonable Satisfaction of such Engineer in all respects; and in case of any Difference arising as to the Mode of effecting such Communications, the same shall be determined, at the Cost of the Company, by Arbitration.

Communication with the Bradford, Wakefield, and Leeds Railway.

11. The Expenses of the Communication hereby authorized with the Railway of the *Wakefield* Company, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Rails and Points, shall be borne and paid by the Company; and such Communication, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Wakefield* Company, and in such Manner and by such Ways and Means respectively as shall not injure their Railway, or impede or interfere with the Traffic thereon, or the free, uninterrupted, and safe Passage along the same.

Expenses of Communications to be borne by the Company.

12. The *Wakefield* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as the *Wakefield* Company may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junction between their Railway and the Railway hereby authorized, and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen,

Signals, &c. to be erected, &c., and proper Persons appointed to prevent Danger at Points of Junction.

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and other Servants, shall belong exclusively to the *Wakefield* Company, and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall (unless otherwise agreed between the Companies), at the Expiration of such Half Year, be repaid by the Company to that Company, on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Saving
Rights of the
Wakefield
Company.

13. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Wakefield* Company.

Power to
alter En-
gineering
Works.

14. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Powers for
compulsory
Purchases
limited.

15. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for
Completion
of Works.

16. The Railway and Works by this Act authorized shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway and Works, or otherwise in relation thereto, shall

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shall cease to be exercised, except as to so much thereof as shall then be completed.

17. If the Railway by this Act authorized is not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, the Payment by the Company of any Dividend on their ordinary Capital shall after the Expiration of that Period be suspended until such Railway is completed and opened for public Traffic.

If the Rail way be not completed within Pe-riod limited, certain Divi-dends to be suspended.

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

Tolls.

19. The Company shall abandon the Construction of the *Batley* Branch from the Commencement of the Railway by this Act authorized up to the Termination of the *Batley* Branch where the same was authorized to join the *Birstal* Branch of the *London and North-western* Railway.

Abandon-ment of Part of authorized Works.

20. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were by "The *Leeds, Bradford, and Halifax Junction* Railway Act, 1861," empowered to purchase for the Purpose of constructing the Portion of Railway so authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of or other Parties interested in such Lands full Compensation for all Injury or Damages sustained by such Owners, Occupiers, or other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The *Lands Clauses Consolidation* Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that the Authority hereby given for abandoning the Formation of the aforesaid Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to

Compensa-tion to be made where Contracts have been entered into or Notices given.

to

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to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Company
may apply
Corporate
Funds for
Purposes of
this Act.

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

Power
to raise
additional
Capital.

22. The Company may from Time to Time raise by the Creation of new Shares any Sum not exceeding in the whole Fifteen thousand Pounds for the Purposes of this Act.

Amounts,
&c. of new
Shares.

23. The Company from Time to Time may create such new Shares of such Amount, and may issue such new Shares to such Persons, and on such Terms and Conditions, as the Company think fit: Provided always, that the Amount payable in respect of such new Shares shall not be less than the nominal Amount thereof.

New Capital
to be subject
to same In-
cidents as
original
Capital.

24. The Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the Company, and shall have and be subject to the same Rights and Provisions in all respects, whether with reference to Dividends, the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital.

Dividends
on new
Shares.

25. Every Person who becomes entitled to a new Share created under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend with the other Holders of ordinary Shares proportioned to the whole Amount from Time to Time called up and paid on such new Shares.

Votes and
Qualifica-
tions in
respect of
new Shares.

26. The new Shares shall confer on the Holders thereof Rights of voting and Qualifications in proportion to the whole Amount for the Time being paid up thereon respectively, and for the Purposes of voting and Qualification every integral Sum of Twenty-five Pounds of Capital paid up on the new Shares held by the same Person at the same Time shall be deemed One Share: Provided that no Person shall be entitled to vote in respect of any less Amount than Twenty-five Pounds paid up.

27. The

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27. The greatest Amount of a Call on any new Share shall be Calls. Twenty-five *per Centum* on the Amount of the Share, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in any One Year.

28. The Company may from Time to Time borrow on Mortgage, and if subsequently paid off may again reborrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Five thousand Pounds, in addition to the Sums which they are now authorized to borrow, and for securing the Repayment of the Sum so borrowed, with Interest, may mortgage the Undertaking belonging to the Company, and also (if so agreed) the whole or any of the future Calls on the Shareholders of the Company; but no Part of that Sum of Five thousand Pounds shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by Shares for the Purposes of this Act is subscribed for or taken, and One Half thereof paid up, and until the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all that additional Capital is subscribed for or taken, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

29. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of borrowed Money into Capital, shall be incorporated with this Act, and apply to the Money hereby authorized to be borrowed.

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

31. All Monies raised by Shares or borrowing under the Powers Application of this Act shall be applied only to the Purposes by this Act autho- of Monies. rized.

32. The Company, and all other Companies and Persons lawfully using the Railways or any or any Part of the Railways of the Com- <i>[Local.]</i>	Power to use London and North-western 14 Q	company western
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Railway
from
Junction
to Batley
and Batley
Station.

pany, with their respective Engines, Carriages, and Servants, and for the Purposes of Traffic of all kinds, may at all Times work over, pass over, and use the Portion of the *London and North-western Railway* between the Junction therewith of the Railway by this Act authorized and the Station of the *London and North-western Railway* at *Batley*, and also that Station, and all Approaches, Watering Places, Water Supply, Sidings, Platforms, Engines, Machinery, Booking and other Offices, Warehouses, Buildings, Works, Accommodations, and Conveniences on or connected with the Portion of Railway and Station herein-before specified respectively; and the *London and North-western Railway Company* shall at all Times render all requisite Services and afford all requisite Facilities for giving full Effect to the Powers contained in this Section.

Terms of
User.

33. The Terms and Conditions of such User as aforesaid of such Portion of Railway Station and Premises, and the Tolls, Charges, Rent, or other Consideration to be paid for the same, shall be such as shall from Time to Time be agreed upon between the Company or any other Company using the same under this Act and the *London and North-western Railway Company*, or (failing such Agreement) as shall from Time to Time be determined by Arbitration; and it shall not be lawful for the *London and North-western Railway Company* to demand or levy in respect of such User any Tolls, Charges, Rent, or Consideration other than those so from Time to Time agreed upon or determined by Arbitration.

Provision for
Arbitration.

34. All Matters in difference between the Company and any other Company by this Act directed to be settled or determined by Arbitration shall, as and when the same arise, be determined (except where in this Act otherwise expressly provided) by an Arbitrator to be appointed by the Parties between whom the Difference arises, or, if those Parties fail for a Period of Fourteen Days from the Time when the Difference arises to appoint an Arbitrator, by an Arbitrator to be appointed by the Board of Trade, on the Application of either of those Parties, and the Decision of any such Arbitrator shall be final and binding on both those Parties, and the Arbitrator shall be at liberty to make Awards from Time to Time on any Part of the Matters referred to him.

Certain
Sections of
24 & 25 Vict.
c. lx. re-
pealed.

35. The Sections numbered respectively 33. and 34. of the *Leeds, Bradford, and Halifax Junction Railway Act, 1861*, are hereby repealed.

Power to
enter into
Traffic Ar-
rangements.

36. The Company and the *Wakefield Company* may from Time to Time enter into and carry into effect Contracts with respect to the following

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following Purposes or any of them, and all incidental Matters; (that is to say,)

The User by the Company of all or any or any Part of the Railways by the *Bradford, Wakefield, and Leeds* Railway Act, 1860, and the *Bradford, Wakefield, and Leeds* Railway Act, 1861, respectively authorized to be constructed, and all Stations, Approaches, Watering Places, Water Supply, Sidings, Platforms, Engines, Machinery, Booking and other Offices, Warehouses, Buildings, Works, Accommodations, and Conveniences on or connected with those Railways respectively;

The User by the *Wakefield* Company of all or any or any Part of the Railways by this Act, and the *Leeds, Bradford, and Halifax Junction* Railway Act, 1861, authorized to be constructed, and of all Stations, Approaches, Watering Places, Water Supply, Sidings, Platforms, Engines, Machinery, Booking and other Offices, Warehouses, Buildings, Works, Accommodations, and Conveniences on or belonging to those Railways respectively;

The Construction, laying down, Maintenance, and Repairs, by both or either of the contracting Companies, of a Joint Station or Joint Stations at *Batley*, and the Portions of their respective Railways adjoining or near that Station or to those Stations respectively, and of any Sidings, Works, and Conveniences connected therewith respectively, and the Acquisition of Lands for the same;

The Ownership, Arrangement, Use, and Management by both or either of the contracting Companies of such Station or Stations, and Portions of Railways, Sidings, Lands, Works, and Conveniences, or any of them or any Part thereof;

The Appointment of Joint Committees, and the Interchange and Transmission of Traffic by and between the contracting Companies;

The Tolls and Charges, Contributions, Payments, and Allowances, to be charged, made, and allowed by each or either of the contracting Companies to or in aid of the other of them, or otherwise for, in respect, or on account of the Purposes and Matters aforesaid

and any such Contract may be made for the same Period of Time with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

37. No such Contract (save only so far as it might be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, or any Law from Time to Time in force and applicable to the contracting Companies respectively,) shall have any Operation with regard to Traffic until the same shall have been approved of

Agreements
to be ap-
proved by
Board of
Trade.

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Not to affect
Persons not
Parties
thereto.

of by the Board of Trade; and no such Contract shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which those Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or from any other Company, but all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railways, Station, and Works to which the same Contract may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Contract had been entered into.

Assent of
Share-
holders.

38. The Board of Trade shall not approve any such Contract as aforesaid until it has been duly assented to by Three Fifths of the Votes of the Shareholders of each Company, Party thereto respectively, at Special Meetings convened with Notice of this Object of the Meeting.

Meeting,
how to be
convened.

39. Such Meetings shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company by whom or on whose Behalf such Advertisement is inserted is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Agreements
between
Companies
may be
revised by
Board of
Trade.

40. Provided always, That at the Expiration of the first or any subsequent Period of Ten Years from the making of any such Contract requiring the Approval of the Board of Trade as aforesaid, or of any Revision of any such Contract, the Board of Trade may, if they are of opinion that any of the Terms or Conditions of the Contract are prejudicial to the Public Interest, cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and thenceforth such Contract shall be construed and take effect with such Modification accordingly.

Notice of
Revision.

41. The Company previously to the Expiration of each such decennial Period shall give such Notice as the Board of Trade shall prescribe that that Board has such Power, and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting from any such Contract.

42. In

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42. In calculating the Tolls and Charges to be taken by the Company for Traffic conveyed by them under the Powers of this Act or of any such Contract over any Railway of any other Company, that Railway shall be deemed Part of the Railways of the Company, and to form therewith a continuous Line of Railway.

Calculation of Tolls on Lines used by the Company.

43. The Period limited for Sale of superfluous Lands acquired under "The *Leeds, Bradford, and Halifax Junction Railway Act, 1852*," "The *Leeds, Bradford, and Halifax Junction Railway Act, 1853*," or "The *Leeds, Bradford, and Halifax Junction Railway Act, 1854*," is hereby extended to the End of the Year One thousand eight hundred and seventy.

Extending Time for Sale of superfluous Lands.

44. Nothing in this Act contained shall in any way alter, prejudice, or affect any of the Rights, Powers, and Privileges of the *Lancashire and Yorkshire Railway Company* under any existing Act of Parliament, or under any Contract or Agreement between the *Lancashire and Yorkshire Railway Company* and the Company, or between the *Lancashire and Yorkshire Railway Company* and the *Wakefield Company*.

Saving Rights, &c., of *Lancashire and Yorkshire Railway Company*.

45. The Company shall not, out of any Money by this or any other Act authorized to be raised by Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him : Provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls, in conformity with "The Companies Clauses Consolidation Act, 1845."

Interest not to be repaid on Calls paid up.

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

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

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

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

The Leeds, Bradford, and Halifax Junction Railway Act, 1862.

Expenses of
Act.

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.