



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. ccli.

An Act to enable the *North-eastern* Railway Company to construct a Railway and Works in *Leeds* in the County of *York*; to raise additional Capital; and for other Purposes. [5th July 1865.]

WHEREAS it is expedient that the *North-eastern* Railway Company (in this Act called "the Company") should be empowered to construct the Railway and Works herein-after mentioned, and should for that Purpose be empowered to raise a further Sum of Money, and that further Powers should be granted to the Company to carry out the Arrangements herein-after provided for with reference to the *White Cloth Hall* in *Leeds*, and for other Purposes; but the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, in manner following: (that is to say,)

1. This Act may be cited for any Purpose whatever as "The Short Title. *North-eastern* Railway (*Leeds* Extension) Act, 1865."

[*Local.*]

41 P

2. "The

The North-eastern Railway (Leeds Extension) Act, 1865.

8 & 9 Vict.
cc. 18. & 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.

2. "The Lands Clauses Consolidation Act, 1845;" "The Lands Clauses Consolidation Acts Amendment Act, 1860;" "The Railways Clauses Consolidation Act, 1845," and Part I. of "The Railways Clauses Act, 1863," so far as the same are not expressly altered or otherwise provided for by this Act, shall apply to the Railway and Works by this Act authorized to be made, and shall be incorporated with and form Part of this Act.

Certain Pro-
visions of
8 & 9 Vict.
c. 16. and
26 & 27 Vict.
c. 118. in-
corporated.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

- With respect to the Construction of the Act and of other Acts to be incorporated therewith;
- With respect to the Distribution of the Capital of the Company into Shares;
- With respect to the Transfer or Transmission of Shares;
- With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;
- With respect to the Forfeiture of Shares for Nonpayment of Calls;
- With respect to the Remedies of Creditors of the Company against the Shareholders;
- With respect to the borrowing of Money by the Company on Mortgage or Bond;
- With respect to the Conversion of borrowed Money into Capital;
- With respect to the Consolidation of the Shares into Stock;
- With respect to the Powers of the Directors and the Powers of the Company to be exercised only in General Meeting;
- With respect to the giving of Notices; and
- With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Parts I. and II. of "The Companies Clauses Act, 1863," shall, so far as the same are not varied by the Provisions of this Act, be incorporated with and form Part of this Act, and apply to the Company and the Shareholders thereof, and to the Share and borrowed Capital authorized and Notices required by this Act, and to the several other Matters and Things relating thereto respectively provided for by such Clauses and Provisions respectively.

Interpreta-
tion of
Terms.

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

5. The

The North-eastern Railway (Leeds Extension) Act, 1865.

5. The several other 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 or repugnant to the Subject or Context.

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

6. The Company may appropriate and apply to the Purposes of this Act any of the Monies which, under and by virtue of their existing Acts, or of any other Act of the present Session of Parliament, they have raised or are or may be authorized to raise, and which shall not be wanted for the Purposes of those Acts.

Application of Monies raised under existing or future Acts to Purposes of this Act.

7. The Company may raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to their Undertaking, or in part by each of those Means, the Sum of One hundred and fifty thousand Pounds, in addition to and if thought fit along with the Sums of Money they are authorized to raise by any of their former Acts, or may be authorized to raise by any other Act to be passed during the present Session of Parliament, and which have not been raised; and all and every Part of the Money so to be raised shall be applied to the Purposes of the Railway and Works connected therewith by this Act authorized, and to no other Purpose whatsoever; and the Monies or Capital by this Act authorized to be raised may be raised by new Stock or Shares of the Company, either ordinary or preference, or both and either, alone or together with any other Monies or Capital which the Company may be then authorized so to raise.

Additional Capital may be raised either by new Stock or new Shares.

8. It shall not be lawful for the Company to issue any such new Shares or Stock, nor shall any such new Shares or Portion of Stock vest in the Person accepting the same, until a Sum not being less than *Twenty per Centum* of the Amount of such new Shares or Portion of Stock shall have been paid up in respect thereof.

Shares not to vest until *Twenty per Cent.* paid up.

9. The new Shares or Stock by this Act authorized shall, unless otherwise provided by the prescribed Terms of Issue or Creation, confer on the respective Holders or Proprietors thereof Rights of voting and Qualifications in proportion to the aggregate nominal Value of such Shares or Amount of such Stock, and not in proportion to the Number of such Shares, and for such Purposes every entire Sum of Fifty Pounds of such nominal Value of Shares or Amount of Stock shall be equivalent to One Share of Fifty Pounds in the original Capital of the Company; and no Shareholder shall vote or be entitled to be present at the Meetings of the Company in respect of any Number of such new Shares, or any Amount of such new Stock, which shall constitute a less Interest in the Capital of the Company than Fifty Pounds.

Rights of voting for new Shares or Stock to be in proportion to the nominal Amount thereof.

10. The

The North-eastern Railway (Leeds Extension) Act, 1865.

New Shares or Stock may rank *pari passu* with others, if so determined, and the Dividends to be a Charge against joint Revenue.

10. The Company may, by Resolution at the Meeting creating any of the new Shares or Stock by this Act authorized, determine that such new Shares or Stock shall rank *pari passu* with any other Shares or Stock of the Company created at that Meeting or subsequently, and also, if so determined, with any other Shares or Stock which shall have been created and issued subject to such a Contingency, and the Dividends thereon shall be payable accordingly, and shall be a Charge upon and payable out of the joint net Revenue of the Company.

New Shares or Stock may be created subject to Redemption.

11. The Company may, by Resolution at the Meeting creating any of the new Shares or Stock by this Act authorized, attach thereto a Condition that the same may be redeemed on the Terms then determined; and for the Purpose of such Redemption the Company may from Time to Time create and issue new Shares or Stock to an Amount not exceeding the aggregate Amount of the Shares or Stock proposed to be redeemed; provided that the Company may, subject to the Provisions of this Act, attach to the new Shares or Stock to be created for such Redemption any Rights or Privileges which by this Act they may attach to the Shares or Stock for which such new Shares or Stock are to be substituted, but so that the Dividend payable in respect thereof shall, in case such new Shares or Stock are made preferential, not exceed Four Pounds Ten Shillings *per Centum per Annum*.

Power to borrow 50,000*l.*

12. The Company from Time to Time may raise, by borrowing on Mortgage, any Sums not exceeding in the whole Fifty thousand Pounds, in addition to the Sums which they are authorized to borrow under any of the existing Acts of Parliament relating to the Company; but no Part of such Sum shall be borrowed until the whole of the Capital by this Act authorized shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Justice who is to certify, under the Provisions of the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the said Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, and that all the Shares or Stock for the same have been issued, and that Twenty *per Centum* at least has been paid on each separate Share or Portion of Stock, and that One Half of such Capital has been actually paid up; and such Justice shall grant his Certificate accordingly, upon such Evidence as he shall think sufficient, which Certificate shall be sufficient Evidence that the Matters aforesaid have been duly proved; and every Part of the Monies to be raised under this Act by borrowing shall be applied only in carrying into execution the Powers of this Act.

13. All

The North-eastern Railway (Leeds Extension) Act, 1865.

13. All Mortgages created by the Company under the Powers of any of the existing Acts of Parliament relating to the Company, and which shall be subsisting at the passing of this Act, shall have Priority over all Mortgages to be created by the Company under the Powers of this Act. Saving Rights of existing Mortgages.

14. And whereas Plans showing the Line of the Railway by this Act authorized to be made, and the Lands in or through which the same and the Works connected therewith are intended to pass or be made, and Sections showing the Levels of that Railway, with a Book of Reference to those Plans, were, in the Month of *November* 1864, deposited with the Clerk of the Peace for the West Riding of the County of *York*: Therefore, subject to the Provisions in this Act and in the Acts incorporated herewith contained, the Company may enter upon, purchase, take, and use such of the Lands shown on the deposited Plans and described in the deposited Book of Reference as may be required for the Purposes of, and may make and maintain in or upon those Lands, the Railway herein-after mentioned, and all proper Stations, Works, and Conveniences connected therewith, in the Lines delineated on the said Plans, and according to the Levels shown by the said Sections; (that is to say,) Power to make Railway and Works.

A Railway in the Township and Parish of *Leeds* in the West Riding of the County of *York* commencing by a Junction with the Southernmost Rails of the *Leeds and Selby* Line of the *North-eastern* Railway near the *Marsh Lane* Station thereon, and terminating on the West Side of the Street called *Mill Hill* or *Swinagate*, in *Leeds*, at a Point where a proposed new Railway to terminate by a Junction with the *Midland* Railway near the *Leeds and Liverpool* Canal will commence:

And the said intended Railway and the Works connected therewith shall for all Purposes become and be Part of the Undertaking of the Company.

15. The Company shall not under the Powers of this Act purchase, take, or in any Manner interfere with the *King's Mill Goit* numbered 508. on the deposited Plans in the Parish of *Leeds*, or the Dam or Weir between the said Goit and the By-channel numbered 521. on the said Plans. For Protection of King's Mill Goit and Weir.

16. The Powers for the compulsory Purchase or taking of Lands for the Purposes or Objects of this Act shall not be exercised after the Expiration of Three Years from the passing thereof. Powers for compulsory Purchases limited.

17. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may, by Agreement, purchase any Quantity of Land for the extraordinary Purposes. Lands for extraordinary Purposes.

[Local.]

41 Q

Purposes

The North-eastern Railway (Leeds Extension) Act, 1865.

Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceeding Two Acres.

Protecting
the Flow of
Water in
certain
Streams.

18. In constructing the Railway the Company shall not in any way interfere with any Stream or Watercourse falling into or supplying the River *Aire*, or any Mill Stream or Goit, so as to diminish the Flow or Quantity of Water along the same respectively, or prevent the Outfall of such Water at the present Places and Levels thereof respectively.

Construction
of Bridges
over the
Streets in
Leeds.

19. The Railway shall be carried over the several Streets or Roads herein-after mentioned by Bridges of the respective Dimensions and constructed in other respects as herein-after specified; namely,

The Bridges over *Marsh Lane, Kirkgate, Call Lane, and Swinegate* shall each be not less than Forty Feet Span on the Square: The Bridges over *Brick Street, Church Lane, York Street, and Crown Street* shall each be not less than Thirty Feet Span on the Square:

The Bridge over *Duke Street* shall be not less than Thirty-six Feet Four Inches Span on the Square:

The Bridge over *Briggate* shall be not less than Fifty-four Feet Span on the Square:

The minimum clear Height in any Part of the said Bridges over *Kirkgate, Swinegate, York Street, and Briggate* shall be Twenty Feet above the Surface of the Road thereunder, and the Height of the others of the said Bridges above the Surface of the respective Roads thereunder shall be as great as the Railway Works will reasonably allow, and in no Case less than as shown on the said deposited Plans:

The Parapets of all the Bridges of the Railway shall be constructed and maintained to such Height above the Surface Rails of the Railway as shall be previously fixed by the Mayor of *Leeds* for the Time being:

All the said Bridges shall, so far as practicable, be made and for ever thereafter maintained Water-tight, and free from Droppings of Water on to the Roadways below:

The Design of the Bridges over *Briggate* and *Kirkgate* shall (so far as is reasonably practicable) be of an ornamental Character, and approved of before being commenced by the Surveyor for the Time being of the Corporation of *Leeds*:

The Faces of all the Bridge Piers shall be constructed according to a Design to be previously approved of by the Mayor of *Leeds* for the Time being, and so formed as to prevent as far as practicable the Deposit of Filth or the Commission of any Nuisance in front thereof.

20. The

The North-eastern Railway (Leeds Extension) Act, 1865.

20. The Rails of the Railway shall be so laid and maintained as to prevent as far as practicable the rattling Noise of passing Trains, including, if found proper or efficient, the laying of the Line upon India Rubber or other suitable Substance for the Prevention of Noise; and the Engine Drivers and Servants of the Company shall conduct the Trains along the Railway, so far as practicable, by Signals instead of whistling, except in Cases of Necessity, or where the Board of Trade may otherwise direct; and any Question which may arise as to whether the Railway is laid and maintained as herein prescribed shall be referred to and decided by an Arbitrator to be from Time to Time appointed by the President for the Time being of the Institution of Civil Engineers, on the Application of the Company or of the Mayor of *Leeds* for the Time being.

Noise from Use of Railway to be prevented where practicable.

21. Where any Building shall be cut through, interfered with, or damaged so as to be unsightly, the Portion thereof (if any) retained by the Company as a Building shall be restored or altered so as to present a neat and substantial Appearance, to the Satisfaction of the Surveyor for the Time being of the Corporation.

Buildings made unsightly to be restored.

22. The Centre of the Line of the Railway shall not at any Point be nearer than Eighty Yards to any Part of the Northerly Side of the Parish Church of *Leeds*, and in making the Railway through the *Saint Peter's* Burial Ground in *Leeds* the Company shall not deviate from the Line of Railway shown on the deposited Plans.

Restriction as to Deviation of Railway from Parish Church and Burial Ground of *Saint Peter's*.

23. The Company shall not purchase, take, or acquire the Freehold or any other Estate or Interest (other than the Easement and Right herein-after mentioned) of or in any Part of the *Saint Peter's* Burial Ground at *Leeds*, but they shall by virtue of this Act, and for the Considerations in it mentioned, be entitled to the perpetual Easement and Right of making, maintaining, and using, freely and without any Restraint, in the Line shown on the deposited Plans, over so much of the said Burial Ground as may be requisite, a Double Line of Railway upon and by means of an Earth Embankment, with Slopes after the Ratio of Two and a Half to One, and Retaining Walls at the East and West Sides of the said Burial Ground; and the Company shall not enter upon, use, or interfere with more of the said Burial Ground than shall be actually required for constructing the said Embankment and Works on such Site, and shall not after Completion use or occupy for Railway Purposes any Part of the Slopes of the said Embankment; and the Company, before opening the Railway, shall erect and for ever thereafter maintain and keep in good Repair such an Ornamental Iron Fence (not less than Four Feet in Height) along the Top of each Side of the said Embankment

Company only to be entitled to Easement over Burial Ground, across which Railway shall be formed on Embankment.

through

The North-eastern Railway (Leeds Extension) Act, 1865.

through the said Burial Ground as shall be approved of by the Vicar of *Leeds* for the Time being.

As to
Removal and
Replacement
of Grave-
stones.

24. Before the Company commence to make the said Embankment or any Works affecting the said Burial Ground, they shall cause a Plan to be prepared, and submitted for Approval to the Vicar of *Leeds* for the Time being, showing the then Situation and Position of all the Monuments and Gravestones in the said Burial Ground which will be covered or disturbed by the said Embankment, each of which Monuments and Gravestones shall be separately numbered on the said Plan, and shall have a corresponding Number legibly cut or otherwise marked thereon for the better Identity thereof, and of its Situation and Position; and before commencing to make the said Embankment the Company shall carefully remove the said Monuments and Gravestones to and shall thenceforth and until the said Embankment is completed carefully preserve the same in some private and convenient Place, to be approved of by the said Vicar; and, except as by this Act otherwise provided, before the opening of the Railway the Company shall place, and for a Period of not less than Twenty Years thereafter maintain, each Monument or Gravestone so removed upon and against the Slopes of the said Embankment and (as nearly as the said Embankment and Railway Works will admit) above the Situation and according to the Position of the same Monument or Gravestone previous to the Removal thereof.

Provision as
to Removal
of Bodies,
&c. dis-
turbed.

25. Except so far as may be necessary for making the Foundations of the Retaining Walls for the said Embankment at the East and West Sides of the said Burial Ground, the Company shall not make any Excavation in the Soil of any Part of the said Burial Ground, nor disinter, disturb, or otherwise interfere with any Body, or the Remains of any Body, or any Coffin interred in the said Burial Ground, and all Bodies, Remains of Bodies, and Coffins which it shall be necessary to remove for making such Foundations, shall be carefully and decently disinterred and removed, together with the Gravestones appertaining to the same, by the Company, and at their Expense, to such other Part or Parts of the said Burial Ground, in such Manner as shall be appointed and approved of for that Purpose by the then Vicar of *Leeds*, and shall be forthwith there reinterred by the Company at a Depth of not less than Five Feet from the Surface, and the respective Gravestones appertaining to such Bodies or Remains shall, upon such Reinterment, be properly placed over every such Body or Remains, unless the same be reinterred under the intended Site of the said Embankment, in which Case the Gravestones appertaining thereto respectively shall be so placed and maintained on the Slopes of the said Embankment as is by this Act required and provided with reference to the Gravestones now existing on such Site, and until such

Reinterment

The North-eastern Railway (Leeds Extension) Act, 1865.

Reinterment no such Body or Remains or Coffin shall be exposed, but shall be carefully deposited and kept in some private and convenient Place to be appointed and approved of by such Vicar.

26. Within One Month after Notice from the Company, the Vicar of *Leeds* for the Time being shall, at the Expense of the Company, cause the Cottage on the West Side of *St. Peter's* Burial Ground, now used for Purposes connected with the Parish Church, to be taken down and removed: Provided always, that if the said Vicar fail or neglect to remove the said Cottage within One Month after the giving of such Notice, the Company shall be at liberty to take down and remove the same, and the Materials thereof shall in any Case remain the Property of the said Vicar, and be applied by him in the Erection of a Building or Buildings for the Purposes herein-after expressed, or may be disposed of by such Vicar, and the Proceeds thereof used in aid of the same Purposes.

Removal of Cottage on West Side of Burial Ground.

27. The Company shall not take, remove, injure, or interfere with the Building on the South Side of the said Cottage, and now used for Purposes connected with the said Parish Church; provided that if in the Execution of any of the Powers of this Act such Building be damaged or injuriously affected, the Company shall pay to the Person who shall then be Vicar of *Leeds* full Compensation for such Damage or Injury, the Amount whereof shall be determined by Agreement between him and them, or failing that shall be settled by Arbitration in manner in that Behalf provided by "The Lands Clauses Consolidation Act, 1845," for determining Questions of Compensation with regard to Lands purchased or taken under the Provisions thereof, and such Compensation shall be applied by such Vicar in restoring the said Building, or otherwise in like Manner and for the like Purposes as the Sum of Five hundred Pounds Compensation Money (in this Act subsequently mentioned) is by this Act directed to be applied.

Building on South Side of Cottage not to be interfered with.

28. In consideration of and as Compensation for the Easement and Rights by this Act granted to the Company over the said Burial Ground and for the Removal of the said Cottage thereon, the Company shall pay to the Vicar of *Leeds* and his Successors, Vicars of *Leeds* for the Time being, a perpetual yearly Rentcharge of Sixty Pounds, free of all Deductions and Abatements whatsoever (except Income Tax), which Rentcharge shall commence to be payable as from One Month next after the Day on which the Company shall give Notice of their Intention to enter upon the said Burial Ground, and shall be paid by equal half-yearly Payments on the First Day of *January* and the First Day of *July* in every succeeding Year, the First Payment whereof shall be made on such one of the said Days

Rentcharge and Compensation to Vicar of Leeds.

The North-eastern Railway (Leeds Extension) Act, 1865.

as shall first happen next after the giving of the said Notice, a proportionate Part thereof only being payable for the First Half Year, in case less than a full Half Year shall then have elapsed from the giving of the said Notice; and such yearly Rentcharge shall be a Charge on the Tolls and Rates payable to the Company under this Act; and the said Vicar, and his Successors, Vicars as aforesaid, shall also be entitled to the like Powers and Remedies by Action against the Company, and by Distress of their Goods and Chattels, for the Recovery of such yearly Rentcharge, as are conferred by Section 11. of "The Lands Clauses Consolidation Act, 1845," for the Recovery of the yearly Rents mentioned in that Section; and in addition to the said Rentcharge the Company shall, on giving the aforesaid Notice for Removal of the said Cottage, pay to the Person who shall then be Vicar of *Leeds* the Sum of Five hundred Pounds Sterling, which Sum shall be applied by such Vicar in purchasing, erecting, or otherwise providing a Site for a Building or Buildings (to be selected and approved by him) near to the Parish Church of *Leeds*, in lieu of the said Cottage, and in furnishing and completing such Building or Buildings in such Manner as such Vicar may think fit, which Building or Buildings shall be vested in the said Vicar and his Successors, Vicars of *Leeds*, and shall for ever thereafter be used and occupied for such Purposes connected with the said Parish Church or the Services thereof, or for the Accommodation of the Churchwardens and other Officers of the said Parish Church in the Performance of their respective Duties, as the said Vicar for the Time being may from Time to Time appoint or allow.

Company not to be responsible for Application of Compensation for Removal of Cottage and Injury to Building.

29. The Company shall not be liable or responsible for the Application, Non-application, or Misapplication of the said Sum of Five hundred Pounds, or of such other Compensation as aforesaid, in respect of the said Burial Ground and Buildings, or of any Part thereof respectively; and the Receipt of the Vicar of *Leeds* for the Time being to whom the same is by this Act made payable shall be a valid and sufficient Discharge to the Company for the Money therein expressed to be received by him.

Provisions as to Leeds White Cloth Hall.

30. And whereas the Company will require for the Purposes of this Act to take the Market House or Building known as the *White Cloth Hall* in *Leeds*, with the Piece of Ground containing One Acre Two Roods and Twenty-four Perches whereon that Hall is built, and Three Roads belonging thereto, all of which Premises are in this Act referred to by and included in the Expression "the present Hall," which same Premises, under and by virtue of certain Indentures of Lease and Release, dated respectively the Twenty-sixth and Twenty-seventh Days of *January* One thousand seven hundred and seventy-seven, and certain Indentures of Lease and Release, dated respectively the

The North-eastern Railway (Leeds Extension) Act, 1865.

the Seventh and Eighth Days of *May* One thousand seven hundred and seventy-nine, and an Indenture dated the Third Day of *June* One thousand seven hundred and eighty, and made between *Michael Waller, Joseph Burrell, and Richard Wheatley* the younger, of the one Part, and *John Wheatley*, and the several other Persons therein named, of the other Part, are vested in and held by Trustees in Fee Simple, subject to certain Provisoos in the said Indentures or some of them contained, upon trust to permit the said Hall or Market House and Premises to be used as a Market for the Sale of White Cloths and other Woollen Goods, and upon other Trusts for the Benefit of the Clothiers resident within certain Districts in the County of *York*: And whereas the *White Cloth Hall* contains numerous Stands or Stalls which are held by private Individuals, subject to certain Payments, Rules, and Regulations from Time to Time imposed and made by the Trustees of the Hall: And whereas by an Agreement dated the Ninth Day of *May* One thousand eight hundred and sixty-five, and made between the Company of the one Part, and the Trustees of the said Hall of the other Part, it has been agreed that the Company shall not interfere with the said Hall until they shall have erected and finished a new Cloth Hall on the East Side of *King Street* in *Leeds*, and have conveyed the same and the Site thereof to the then Trustees of the said present *White Cloth Hall*, to be held by them upon the same Trusts, and for the same Purposes, and subject to the same Provisoos as those upon, for, and subject to which the present Hall is held by the said present Trustees, and that the Owners and Occupiers of Stands or Stalls in the present Hall shall be entitled to have Stands or Stalls in the new Hall, in lieu of and in exchange for the Stands or Stalls owned and held by them respectively in the present Hall, and that in exchange for the said new Hall and its Site so to be conveyed the present Hall shall be vested in and conveyed to the Company as by this Act provided: Therefore, with respect to the taking by the Company of the *White Cloth Hall* in *Leeds* and the Premises held therewith (in this Act called "the present Hall"), and the providing by the Company of a new Hall in lieu thereof, the following Provisions shall have and take effect; (that is to say,)

- (a.) The Company shall not take or in any way interfere with the present Hall until they shall have erected and finished a new Hall according to the said Agreement, and have conveyed the same and the Site thereof as defined in that Agreement to the then Trustees of the present Hall, and the new Hall, and its Site, when so conveyed, shall be held by the said Trustees, their Heirs and Assigns, in lieu of and in exchange for the present Hall, and upon such Trusts, and with and subject to such Powers, Provisoos, and Agreements, and to and for such Ends, Intents, and Purposes, for the Benefit of the several Persons for the Time being interested in the present Hall, as are

The North-eastern Railway (Leeds Extension) Act, 1865.

are in and by the hereinbefore-mentioned Indentures, or any of them, limited, declared, expressed, and contained of and concerning the present Hall, and as now are or as immediately before the new Hall is conveyed as aforesaid shall be subsisting and capable of taking effect: Provided always, that nothing herein contained shall confer upon the Lord of the Manor of *Leeds Kirkgate-cum-Holbeck* any Right of Reverter in the new Hall similar to that now claimed by him in the present Hall:

- (b.) Provided that nothing in this Act contained shall render the new Hall or any Part thereof subject to an Indenture of Lease granted in One thousand seven hundred and seventy-seven of Part of the present Hall for the Purposes of an Assembly Room, or entitle any Person or Persons, under or by virtue of the said Lease, and the Conveyance to the Trustees of the new Hall, and this Act, to use the new Hall or any Part thereof as or for the Purposes of an Assembly Room.
- (c.) When and so soon as the new Hall shall be erected and finished, and with its Site conveyed to the said Trustees, then, in exchange for the new Hall and its Site so conveyed, the present Hall, and all Estates and Interests therein, subject as herein-after provided, shall by this Act vest in the Company, and shall so vest freed and discharged from all Trusts, Powers, Ends, Intents, and Purposes, Provisoos, Conditions, Limitations, and Agreements, in and by the hereinbefore-mentioned Indentures or any of them limited, declared, expressed, and contained of and concerning the present Hall, and from all Claims and Demands of all Persons who at the Time of such vesting or at any Time thereafter shall be entitled to or interested in any Stand or Stall in the present Hall, or who, except as herein-after provided, shall claim any Estate, Right, or Interest in the present Hall: Provided always, that such vesting in the Company shall be subject to any Estate, Right, or Interest that the Lord of the Manor of *Leeds Kirkgate-cum-Holbeck* may have in the present Hall, and to the aforesaid Lease, if then subsisting, and to any new Lease (if any) granted pursuant thereto, and then subsisting, of the said Assembly Rooms, and during the Continuance of any such Lease to the Burden of upholding and repairing the Walls and Pillars at the North End of the present Hall on which those Rooms are built, and shall be evidenced by Deed duly stamped: Provided also, that any Estate, Right, and Interest that the Lord of the said Manor may have in the present Hall, and that the said Lease, and all the Term, Estate, or Interest thereunder, at the Time of the present Hall becoming vested in the Company, shall be and continue subject to the compulsory
Powers

The North-eastern Railway (Leeds Extension) Act, 1865.

Powers of purchasing the same acquired by the Company under this Act :

- (d.) Every Person who at the Time of the vesting of the present Hall in the Company shall be entitled, as Owner, Tenant, or otherwise, to any Stand or Stall in the present Hall, shall be entitled to a Stand or Stall in the new Hall, to be allotted to him by the Trustees for the Time being thereof, in lieu of and in exchange for every Stand or Stall which such Person shall be entitled to in the present Hall at the Time of such vesting ; but no Person interested in any such Stand or Stall, or, except as herein-before provided, claiming any Estate, Right, or Interest in the present Hall, shall be entitled to any Compensation from the Company by reason of the taking by or the vesting in the Company of the present Hall, under or by virtue of the Provisions of this Act :
- (e.) Every Person who shall have a Stand or Stall in the new Hall allotted to him as aforesaid shall hold such Stand or Stall for such and the same Estate and Interest, and subject to such and the same Payments, Regulations, Rules, and Powers of the Trustees for the Time being of the new Cloth Hall to vary the same, and with such and the same Rights and Privileges in all respects, as those for, subject to, and with which such Person would have been entitled to hold the Stand or Stall in the present Hall in lieu of and exchange for which such Stand or Stall in the new Hall shall be allotted him :
- (f.) In order to avoid all Questions and Disputes with reference to the Allotment of Stands and Stalls in the new Hall, a Majority of the Trustees for the Time being of the new Hall, or of any Committee of Seven of them for that Purpose, appointed at a duly convened Meeting of the said Trustees, shall have full and absolute Power to allot the said Stands or Stalls amongst the several Persons entitled thereto, as such Majority as aforesaid of Trustees or Committee (as the Case may be) shall deem just and expedient, and to decide all Questions and Disputes which shall arise respecting the Distribution or Allotment of Stands or Stalls in the new Hall, or the Rights and Privileges of the Allottees thereof, with reference thereto.

31. Where, in constructing the Railway by this Act authorized, the Company, shall, under the Powers thereof, divert or stop up any Road, and substitute another in lieu thereof, the Soil and Site of the Road so stopped up or diverted, to the Extent of the Lands on both Sides of such Road purchased by the Company, shall thereupon vest in and thenceforth be held by them in Fee as Part of their Undertaking.

Site of Roads stopped up to vest in Company on another Road being substituted by them.

[*Local.*]

41 S

32. Where

The North-eastern Railway (Leeds Extension) Act, 1865.

Certificate
of Justices
Evidence of
Restoration
of Roads
interfered
with.

32. Where any Road shall have been interfered with in the Exercise of the Powers of this Act, or a new Road substituted in lieu thereof, the Certificate of Two Justices in Petty Sessions assembled, that such Road has been restored, or a new Road substituted in lieu thereof, according to the Provisions of this Act, (which Certificate such Justices are hereby required to grant, on the Application of the Company, after reasonable Notice by them to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, or to the Owner thereof, if a private Road, of the Intention of the Company to make such Application, and on being satisfied, from a View of such Road, or by Evidence, that such Road has been properly restored and put into a permanently substantial Condition, or a new or sufficient Road substituted in lieu thereof, and put into a permanently substantial Condition,) shall in all Cases be taken and received as sufficient Evidence that such Road has been so restored, or such substituted Road completed, and put into a permanent and substantial Condition.

Railway
to be
completed
within Five
Years.

33. The Railway by this Act authorized shall be completed within Five Years from the passing thereof, and on the Expiration of that Period the Powers by this Act or the Act incorporated herewith granted for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of that Railway as shall then have been completed, and also except those Powers which are by the same Acts or any of them declared to be continued, or which may lawfully be exercised for a longer Period.

If not so
completed,
Company
liable to a
Penalty of
Fifty
Pounds.

34. If the Railway by this Act authorized shall not be completed within Five Years after the passing of this Act, then the Company shall be liable to a Penalty of Fifty Pounds *per Day*, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the said Period of Five Years until the said Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such Line by unforeseen Accident, or Circumstances beyond their Control; but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Costs of
Arbitrations
and In-
quiries
before
Justices to
be settled
by Master
of Queen's

35. The Costs of and incident to any Arbitration, or to any Question, Inquiry, Adjudication, Appeal, or other Proceedings in reference to the Purchase or taking of or Compensation to be paid by the Company for any Lands, or in reference to any Matter connected with the Construction of the Railway and Works by this Act authorized, shall, where such Costs exceed Ten Pounds, and in case the Parties shall not agree as to the Amount thereof, be taxed and
settled

The North-eastern Railway (Leeds Extension) Act, 1865.

settled by One of the Masters of the Court of Queen's Bench of *England*, on Application made in that Behalf by either Party interested; and the Amount of such Costs, when so taxed and settled, together with the Costs of recovering the same, if not paid to the Party entitled thereto within Seven Days after Demand thereof, may be recovered by Distress as by "The Lands Clauses Consolidation Act, 1845," provided in regard to the Recovery of Costs.

Bench in certain Cases.

36. The Company may (subject to the Provisions and Restrictions contained in this Act and in "The *North-eastern Railway Company's Act, 1854*," and the "*North-eastern and Stockton and Darlington Railways Amalgamation Act, 1863*,") demand, receive, and take, for or in respect of Passengers, and of the several Articles, Matters, and Things, and of all Descriptions of Animals, conveyed on the Railway by this Act authorized to be made, and also for the Use of Carriages and Locomotive Engines or other Power supplied by the Company thereon, such and the like Rates, Tolls, or other Charges as by "The *North-eastern Railway Company's Act, 1854*," and the "*North-eastern and Stockton and Darlington Railways Amalgamation Act, 1863*," are authorized to be demanded and received for the like Passengers, Animals, Articles, Matters, and Things conveyed on their Railways, and for the Use of the like Carriages and Locomotive Engines or other Power, as well for Ordinary as for Express Trains, supplied by the Company on the same Railways, in like Manner as if the Railway hereby authorized had formed Part of the *North-eastern Railway* when those Acts were passed.

Tolls to be taken.

37. Except only as by this Act expressly provided, this Act shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the Mayor, Aldermen, and Burgesses of the Borough of *Leeds*.

Saving Rights of Leeds Corporation.

38. The Company may from Time to Time form and maintain, upon any Lands acquired by them for authorized Railways, and belonging to them, and may subsequently alter, remove, or reconstruct, such Lines of Railway, Sidings, Standage Lines, and other Works as they may think necessary, and may use those Works and Lands as they may from Time to Time require for the Purposes of or in communication with their Railway.

Power to Company to construct additional Lines, Sidings, &c. on their Lands in connexion with their Railways.

39. The Company shall, not less than Eight Weeks before they take, in any City, Town, or Parish, Houses amounting to Fifteen in Number or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable

Notice to be given of taking of Houses of Labouring Classes.

able

The North-eastern Railway (Leeds Extension) Act, 1865.

able Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Interest not to be paid on Calls paid up.

40. The Company shall not, 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, 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."

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

41. The Company shall not, out of any Money by this or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, 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 construct any other Railway or execute any other Work or Undertaking.

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

42. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions 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 this Act, or the Rates for small Parcels.

Expenses of Act.

43. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.