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VICTORIÆ REGINÆ.

Cap. clxxxi.

An Act for making and maintaining a Railway from *Barnoldswick* to the *Leeds and Bradford* Extension of the *Midland* Railway at or near *Sough Bridge* in the West Riding of the County of *York*, and for other Purposes.

[12th August 1867.]

WHEREAS the making of a Railway from *Barnoldswick* to the *Leeds and Bradford* Extension of the *Midland* Railway at or near *Sough Bridge* in the West Riding of the County of *York* would be of great public Advantage: And whereas the several Persons herein-after named, with others, are willing, at their own Expense, to carry the same into execution: And whereas Plans and Sections showing the Lines and Levels of the proposed Railway, and the Lands which the Company are by this Act authorized to acquire, and 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 of the West Riding of the County of *York*, and are herein-after referred to as the deposited Plans and Sections: And whereas it is expedient that the Company incorporated by this Act

[*Local.*]

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and

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and the *Midland Railway Company* should be empowered to enter into and carry into effect Agreements as in this Act is provided: And whereas the Object of this Act cannot be attained 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "*The Barnoldswick Railway Act, 1867.*"

8 & 9 Vict.

cc. 16. 18.

& 20.,

23 & 24 Vict.

c. 106., and

26 & 27 Vict.

c. 92. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Parts I. and III. (relating to the Construction of a Railway, and Working Arrangements,) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

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

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by this Act; the Expressions "the Railway" and "the Undertaking" respectively shall mean the Railway and the Undertaking by this Act authorized; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *William Bracewell, Henry Dean, William Metcalfe, Bracewell, William Boothman, Thomas Wilkinson, Smith, Thomas Bennett,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*The Barnoldswick Railway Company,*" and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

5. Subject

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5. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railway herein-before referred to, and authorized by this Act, is a Railway Two Miles or thereabouts in Length, commencing at or near *Barnoldswick* in the West Riding of the County of *York*, and terminating by a Junction with the *Leeds and Bradford* Extension of the *Midland* Railway in the Parish of *Thornton-in-Craven* near *Sough Bridge*.

Power to make Railway according to deposited Plans.

6. The Capital of the Company shall be Forty thousand Pounds in Four thousand Shares of Ten Pounds each.

Capital.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

8. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Calls.

9. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Thirteen thousand three hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of Forty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company 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 the whole of such Capital has been subscribed for, issued, and accepted, and the One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which shall be sufficient Evidence thereof. For the Purposes of this Section the

Power to borrow.

Sum

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Sum deposited as herein-after mentioned shall be held to be Capital subscribed for, issued, accepted, and paid up.

For Appointment of a Receiver.

10. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Five thousand Pounds in the whole.

Monies borrowed on Mortgage to have Priority.

11. All Monies to be borrowed on Mortgage under this Act, from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purposes of the Railway, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Application of Monies.

12. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

13. The First Ordinary Meeting of the Company shall be held within Twelve Months after the passing of this Act.

Number of Directors.

14. The Number of Directors shall be Five, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three.

Qualification of Directors.

15. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty-five Shares.

Quorum.

16. The Quorum of a Meeting of Directors shall be Three.

First Directors.

17. *William Bracewell, Henry Dean, William Boothman, Thomas Wilkinson Smith, and Thomas Bennett* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders

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Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

18. The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Half an Acre.

Lands for extraordinary Purposes.

19. 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.

Powers for compulsory Purchases limited.

20. The Railway shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Works.

21. In altering for the Purposes of this Act the Road next herein-after mentioned the Company may make the same on One Side thereof of any Inclination not steeper than the Inclination herein-after mentioned in connexion therewith; (that is to say,)

Inclination of Roads.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
32	Barnoldswick:	Public Road.	1 in 16.

22. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Two thousand seven hundred and fifty Pounds Three Shillings and Twopence, being Eight *per Centum* [Local.] 32 R

Deposit Money not to be repaid until Line opened, or Half the

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Capital paid
up and
expended,
except on
Execution of
Bond, &c.

Centum on Thirty-four thousand three hundred and seventy-seven Pounds, the Amount of the Estimate of the Expense of the Railway by this Act authorized, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act. Therefore, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Two thousand seven hundred and fifty Pounds Three Shillings and Twopence so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up such a Sum as together with the said Sum so deposited amounts to One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Two thousand seven hundred and fifty Pounds Three Shillings and Twopence shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor or Assistant Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Two thousand seven hundred and fifty Pounds Three Shillings and Twopence if the Company shall not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the

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the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor or Assistant Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of said Solicitor or Assistant Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

23. The Company may demand and take in respect of the Use Tolls :
of the Railway any Tolls not exceeding the following; (that is to say,)

In respect of Passengers and Animals conveyed on the Railway :

For
Passengers.

For any Person conveyed in or upon any Carriage, *per* Mile
Twopence; and if conveyed in or upon any Carriage
belonging to the Company, an additional Sum *per* Mile of
One Penny :

For every Horse, Mule, Ass, or other Beast of Draught or
Burden, and for every Ox, Cow, Bull, or Head of Neat
Cattle, conveyed in or upon any such Carriage, *per* Mile
Fourpence; and if conveyed in or upon any Carriage
belonging to the Company, an additional Sum *per* Mile of
Twopence :

For every Calf or Pig, Sheep, Lamb, or other small Animal
conveyed in or upon any such Carriage, *per* Mile One
Penny Halfpenny; and if conveyed in or upon any Carriage
belonging to the Company, an additional Sum *per* Mile of
One Halfpenny :

In respect of Goods conveyed on the Railway :

For Goods.

For all Coals, Coke, Culm, Charcoal, and Cinders, Dung,
Compost, and all Sorts of Manure, Lime and Limestone, and
all undressed Materials for the Repair of public Roads or
Highways, *per* Ton *per* Mile One Penny; and if conveyed
in Carriages belonging to the Company, an additional Sum
per Ton *per* Mile of One Halfpenny :

For

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For all Stones for building, pitching, and paving; all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dye Woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per Ton per Mile* Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* of One Penny:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Mile* Sixpence;

And a Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for
propelling
Power.

24. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations
as to Tolls.

25. The following Provisions and Regulations shall apply to the fixing of all Tolls and Charges payable under this Act; (that is to say,)

For all Passengers, Animals, or Goods conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges on Animals and Goods for such Fraction in proportion to the Numbers of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every

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every Fraction of an integral Number of Miles shall be deemed

For a Fraction of the Company may demand Tolls according to the Number of Tons of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

26. With respect to small Parcels not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding anything in this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

Tolls for small Parcels and single Articles of great Weight.

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence;

For any Parcel exceeding Fourteen Pounds in Weight and not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For any Parcel exceeding Twenty-eight Pounds in Weight and not exceeding Fifty-six Pounds in Weight Ninepence; and

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages:

For the Carriage of single Articles of great Weight:

For the Carriage of any single Article the Weight of which including the Carriage exceeds Four Tons but does not exceed Eight Tons the Company may demand any Sum not exceeding Ninepence a Ton a Mile:

For the Carriage of any single Article the Weight of which including the Carriage exceeds Six Tons the Company may demand any Sum they think fit.

27. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the

Maximum Rates for Passengers.

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Tolls

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Tolls for the Use of the Railway, Carriages and Locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following (that is to say,)

For every Passenger conveyed in First-class Carriage, the Sum of Threepence per Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence per Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny per Mile:

Maximum
Rates for
Animals and
Goods.

28. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods (except such small Parcels and single Articles of great Weight as aforesaid) on the Railway, including the Tolls for the Use of the Railway, and for Waggons or Trucks and Locomotive Power, and for every other Expense incidental to the Conveyance, except a reasonable Charge for loading and unloading Goods at any Terminal Station in respect of such Goods, and for Delivery and Collection, and any other Service incidental to the Business or Duty of a Carrier (where any such Service is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, per Mile Five pence:

For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, per Mile Four pence:

For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, per Mile Two pence.

Passengers
Luggage.

29. Every Passenger travelling upon the Railway may take with him his ordinary Luggage not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Terminal
Station.

30. No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railway unless such Goods have been received thereat direct from the Consignor, or are directed to be delivered thereat to the Consignee.

Restrictions
as to Charges
not to apply
to Special
Trains.

31. The Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train run upon the Railway, in respect of which the Company may make such Charges as they think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

32. Nothing

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32. Nothing in this Act shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Goods of any Description, by Agreement with the Owners or Persons in charge thereof, either by reason of any special Service performed by the Company in relation thereto, or in respect of the Conveyance of Animals or Goods (other than small Parcels) by Passenger Trains.

Company may take increased Charges by Agreement.

33. The Junction between the Railway hereby authorized and the *Midland* Railway shall not be made at the Point where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, but such Junction shall be made at a Point about Sixty-six Yards further South, and at no other Point, without the Consent in Writing of the *Midland* Railway Company under their Common Seal first had and obtained; and all Communications between the Railway hereby authorized and the *Midland* Railway 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 *Midland* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communication, the same shall be determined, at the Cost of the Company, by a Referee to be appointed by the Board of Trade on the Application of either Company.

Mode of effecting Communication with *Midland* Railway.

34. The Company shall not take or use for the Purposes of the Railway hereby authorized any more Land of the *Midland* Railway Company than that which is necessary for the Purpose of effecting the Junction hereby authorized.

Company not to take more Land of *Midland* Company than for Junction.

35. The Heads of Agreement, a Copy of which is set forth in the Schedule to this Act, are hereby confirmed and made binding and obligatory upon the Company and the *Midland* Railway Company respectively.

Confirming Agreement with *Midland* Railway Company.

36. The before-mentioned Heads of Agreement between the Company and the *Midland* Railway Company shall not 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 such Agreement, be entitled to the Use and Benefit of the Railway to which the same relates upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case such Agreement had not been entered into.

Agreement not to affect Persons not Parties thereto.

37. During

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Tolls on
Traffic con-
veyed partly
by Railway
and partly
by Midland
Railway.

37. During the Continuance of that Agreement the Railway of the Company and of the *Midland Railway Company* shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railway of the last-named Company for a less Distance than Four Miles Tolls and Charges may only be charged for as Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railway and partly on the Railway of the last-named Company.

For Pro-
tection of
Leeds and
Liverpool
Canal.

38. And whereas the intended Railway herein-before described will be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called the *Leeds and Liverpool Canal Company*) in the Township of *Barnoldswick* in the West Riding of the County of *York*, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal: Therefore in carrying the said Railway over the Canal the Company shall and they are hereby required, at their own Expense, to make a good and substantial Bridge of Brick, Stone, Wood, or Iron over the same and the Towing-path thereof respectively, with Approaches thereto, and with perpendicular Foundation Walls to such Bridge, the Underside of the Keystone or Arch of such Bridge, or the Underside of the Beams or Girders thereof, for the whole of the Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the said Canal, and the Opening or Span of such Bridge so constructed as to span over the entire Width of the Canal and Towing-path, and the Space between the Piers of such Bridge (except so much thereof as shall be occupied by the Towing-path of such Canal) shall, after the said Bridge shall have been completed; from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge, or the Erection of any future Bridge in lieu thereof,) be left and preserved an open uninterrupted navigable Waterway.

Damages to
be made
good.

39. The Company shall make good all Damage that may be occasioned to the Works and Property of the *Leeds and Liverpool Canal Company* by the Construction, Renewal, or Want of Repair of the said Arch or Bridge or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing given by the *Leeds and Liverpool Canal Company* the Company neglect to proceed with

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with due Diligence to make good such Damage, the *Leeds and Liverpool* Canal Company may, if they think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damages, and recover Payment for the same, without giving such Notice as aforesaid.

40. In case by reason or in the Execution of such Bridge and Works the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then the Company shall pay to the *Leeds and Liverpool* Canal Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum, on Demand being made on the Secretary of the Company, the same may, together with Costs of Suit, be recovered against the Company in any Court of competent Jurisdiction.

Navigation of the Leeds and Liverpool Canal not to be obstructed.

41. Provided always, That nothing herein contained shall prevent the *Leeds and Liverpool* Canal Company from recovering against the Company any special Damage that may be sustained by the *Leeds and Liverpool* Canal Company in consequence of the Works to be executed by the Company, or by the *Leeds and Liverpool* Canal Company for the Company, under the Provisions herein-before contained, or by reason of any Water oozing or escaping from the said Canal, or on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for, and the *Leeds and Liverpool* Canal Company may sue for and recover such Damage accordingly.

Company liable for special Damage.

42. The Company shall and they are hereby required (unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the Company), at their own Expense, to maintain the said Bridge and Works in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the Company, the Company shall, at their own Expense, remove the said Bridge and Works, if they shall be required so to do by the *Leeds and Liverpool* Canal Company.

Bridge to be kept in good Repair.

43. It shall not be lawful for the Company to make any Deviation or Diversion whatever, exceeding Five Yards, in the Line, Course, or Direction of the said Railway near the said Canal as delineated and shown on the said Plans thereon deposited as aforesaid, by which the said Canal, or the Locks, Towing-paths, Bridges, Buildings, Land,
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Company not to deviate so as to take any Property of the said Canal Company.

The Barnoldswick Railway Act, 1867.

Property, or Works of the *Leeds and Liverpool Canal Company*, or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, without the Consent in Writing under the Common Seal of the *Leeds and Liverpool Canal Company* first had and obtained.

Saving
Rights of
Leeds and
Liverpool
Canal Com-
pany.

44. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Leeds and Liverpool Canal Company*.

Interest not
to be paid
on Calls
paid up.

45. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by 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 to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

Railway not
exempt from
Provisions of
present and
future Gene-
ral Acts.

47. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of
Act.

48. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The

The Barnoldswick Railway Act, 1867.

The SCHEDULE referred to in the foregoing Act.

HEADS of ARRANGEMENT between the Barnoldswick Railway Company, herein-after called "the Barnoldswick Company," of the one Part, and the Midland Railway Company, herein-after called "the Midland Company," of the other Part.

First. The Barnoldswick Company, at their own Expense, to make and complete the Line according to their Act, with all necessary and proper Stations, Buildings, Works, and Conveniences, to the reasonable Satisfaction of the Midland Company's Engineer, and in case of Difference to the reasonable Satisfaction of the Arbitrator, to be appointed under the Ninth Article of this Agreement.

Secondly. The Line and Works to be maintained by the Barnoldswick Company or their Contractor for making the Railway for Twelve Months after Completion to the reasonable Satisfaction of the Midland Company's Engineer.

Thirdly. After the Line is authorized to be opened for Public Traffic, the Midland Company at all Times, at their own Expense, to maintain (subject and without Prejudice to the Second Head), manage, man, stock, work, and use the Line and Works, and to work and use the same so as properly to develop and accommodate not only the Through Traffic but also the Local Traffic of the District to be served by the Line.

Fourthly. The Midland Company to pay Taxes, Government Duty on Passengers, Rates, and all other Landlords and Tenants Charges and Outgoings, except Chief Rents (if any), Tithe Rent-charge, and Land Tax.

Fifthly. From the Total of the gross Receipts for all Traffic conveyed by the Midland Company on or over the Line the following Deductions to be made; viz.,

Paid-ons and Cartages, and Proportions of Rates due to other Companies, and Fifty per Cent. of the Remainder of the Receipts, to be paid to the Midland Company for their Expenses of the Maintenance, Management, and working of the Line, and the other Fifty per Cent. to be paid to the Barnoldswick Company.

Sixthly. The Division of the gross Receipts to be made half-yearly, and Accounts to be rendered half-yearly.

Seventhly. The Midland Company to keep all proper Accounts and Vouchers, and to afford proper Inspections thereof to the Barnoldswick Company.

Eighthly.

The Barnoldswick Railway Act, 1867.

Eighthly. If at any Time the Midland Company shall be of opinion that additional Works are required for the Development of the Traffic on the Railway, they may, at their own Expense, after giving Three Calendar Months Notice in Writing to the Barnoldswick Company of the Extent and probable Expense of such additional Works, execute the same, which Works shall thenceforth be considered as Part of the Barnoldswick Railway; and, if necessary, the Midland Company may, at their own Expense, apply to Parliament for any further Powers requisite for such Purpose, and they may deduct out of the Fifty per Cent. of the divisible Receipts payable as before provided to the Barnoldswick Company half-yearly a Sum after the Rate of Five per Cent. per Annum on the Cost of such additional Works as shall consist of Land or permanent Way, and Six per Cent. per Annum on such Part as shall consist of Buildings or Erections: Provided always, that if any Question shall arise between the Two Companies as to the Expediency of such additional Works, or as to the Amount of the Expenditure by the Midland Company in the same, it shall be determined by Arbitration under the Ninth Article of this Agreement: Provided also, that the Barnoldswick Company shall be at liberty themselves to execute the additional Works (if any) required under this Article, any Question as to the same being referred to Arbitration as herein-after provided.

Ninthly. All Differences between the Companies, and all Questions as to the carrying into effect of the Provisions of the Arrangement, to be determined by Arbitration under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade, with ample Powers.



Seal of Midland
Railway Company.

HENRY DEAN.

THOMAS WILKINSON SMITH.

WILLIAM BOOTHMAN.

LONDON:

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