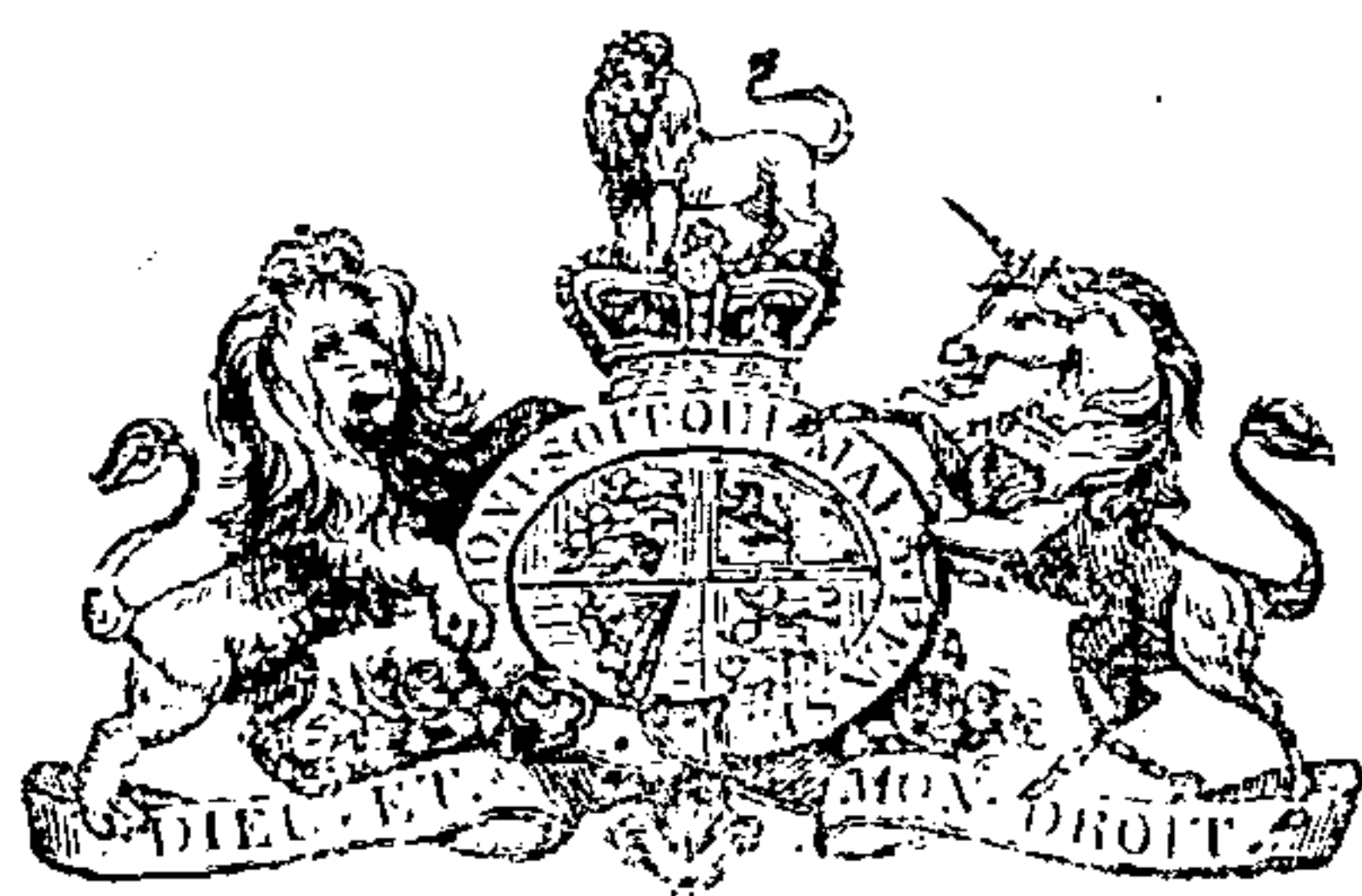




CHAPTER clxvi.

An Act for incorporating the East and West Yorkshire Union Railways Company and for other purposes. A.D. 1883.
[2nd August 1883.]

WHEREAS the construction of the railways herein-after described in the West Riding of the county of York would be of public and local advantage :

And whereas the several persons herein-after named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a Company for the purpose :

And whereas it is expedient that the Company so to be incorporated (herein-after referred to as "the Company") and any company or persons for the time being working or using the railways of the Company be empowered to run over and use the part herein-after mentioned of the railway of the Hull Barnsley and West Riding Junction Railway and Dock Company (herein-after called "the Hull and Barnsley Company") :

And whereas it is expedient that the Company and the other companies herein-after in that behalf mentioned be empowered to enter into and carry into effect agreements as herein-after provided :

And whereas plans and sections showing the line and levels of the railways authorised by this Act and books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the West Riding of the county of York and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883.

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:—

Short title.

1. This Act may be cited as the East and West Yorkshire Union Railways Act 1883.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction the expression "the Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act 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 simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. The Right Honourable Henry Baron Beaumont Joseph Charlesworth Edward Bower Charles Ernest Charlesworth Samson Fox and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the East and West Yorkshire Union Railways 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 to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations junctions sidings bridges viaducts rails tunnels roads buildings yards 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 railways herein-before referred to and authorised by this Act will be wholly situate in the West Riding of the county of York and are—

A.D. 1883.

Power to
make rail-
ways.

(1.) A Railway No. 1 five miles one furlong and three chains or thereabouts in length commencing in the parish of East Ardsley at or near the bridge carrying the road known as Mill Lane over the Great Northern Railway and terminating in the parish of Rothwell at or near the south-west side of the Aire and Calder Navigation :

(1A.) A Railway No. 1A five chains or thereabouts in length wholly in the parish of East Ardsley commencing by a junction with the up running line of the Great Northern Railway and running thence in a south-easterly direction for about five chains to and terminating by a junction with the Railway No. 1 by this Act authorised :

(1B.) A Railway No. 1B four furlongs or thereabouts in length wholly in the parish of East Ardsley commencing by a junction with the down running line of the Great Northern Railway and terminating by a junction with the Railway No. 1 by this Act authorised at a point about thirty-eight chains south-eastward from the point of commencement of the said Railway No. 1 :

(2.) A Railway No. 2 eighteen miles and three furlongs or thereabouts in length commencing by junctions with Railway No. 1 by this Act authorised at the termination thereof and also with the Railway No. 4 herein-after described at the termination thereof and terminating in the parish of Drax by a junction with the Railway No. 3 authorised by the Hull Barnsley and West Riding Junction Railway and Dock Act 1880 (herein-after referred to as "the Act of 1880") :

(3.) A Railway No. 3 four furlongs and five chains or thereabouts in length commencing in the parish of Rothwell by a junction with the Railway No. 1 by this Act authorised and terminating in the parish of Wakefield by a junction with the sidings of the Lofthouse Colliery at or near the northern end thereof :

A.D. 1883.

(4.) A Railway No. 4 five furlongs and three chains or thereabouts in length wholly in the parish of Rothwell commencing at a point immediately adjoining and on the east side of the Midland Railway and terminating by a junction with Railway No. 2 by this Act authorised at the commencement thereof :

(4A.) A Railway No. 4A six chains or thereabouts in length wholly in the parish of Rothwell commencing by a junction with the north-easternmost line or siding of the Midland Railway and terminating by a junction with the Railway No. 4 by this Act authorised :

(5.) A Railway No 5 four miles two furlongs and nine and a half chains or thereabouts in length commencing in the parish of Rothwell by a junction with the Railway No. 1 by this Act authorised at a point about fourteen chains north-westwardly from Rothwell parish church and terminating on the south side of Wilson Street Hunslet in the parish of Leeds :

(5A.) A Railway No. 5A one furlong and three and one quarter chains or thereabouts in length wholly in the parish of Leeds aforesaid commencing by a junction with Railway No. 5 by this Act authorised at its termination and terminating near the junction of Meadow Lane and Hunslet Lane :

For protection of the Great Northern Railway Company.

6. Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not make any junction with the Great Northern Railway or enter upon take use or interfere with any land belonging to that company north of a point on that railway five hundred and fifty yards south of the bridge carrying Ardsley Fall Lane over the Great Northern Railway.

Power to stop up certain streets &c.

7. Subject to the provisions of this Act the Company for the purposes of and in connexion with the railways and works by this Act authorised or any of them or any part or parts thereof respectively may stop up and discontinue for public traffic or cover over or enclose the following streets roads passages and places or some of them or some part or parts thereof respectively in the parish and borough of Leeds (that is to say) :

Lees Yard Trafalgar Row Neal's Yard Whitechapel Yard Noah's Ark Court Noah's Ark Yard South Row North Row Butcher's Row the roadway of and approaches to South Market Harrison's Yard Eagle and Child Yard Child Yard Coultate's Yard Bywater Street School Street Regent Street Ivory Street Well Street Neesom Place Diamond Street Gold Street Back Gold Street Diamond Row Ebony Street Myrtle Street Cross Myrtle Street and Myrtle Place and also the road in the parish of Rothwell

A.D. 1883.

running northwards from the school which is situate about nine chains north-eastward from Rothwell parish church and any other streets roads passages places and footways which are shown on the deposited plans as intended to be stopped up : and may appropriate and use for the purposes of their undertaking the sites and soil of all or any of the said streets roads passages and places or parts thereof respectively which may be so stopped up and discontinued so far as the same are bounded on both sides by lands of the Company and upon the stopping up or discontinuance thereof respectively the sites and soil of those streets roads passages and places or parts thereof respectively so far as the same are bounded on both sides by lands of the Company are by this Act vested in the Company freed and discharged from all public and private rights over or affecting the same The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall apply to the lands so vested as if such lands had been purchased by the Company but the mines had not been expressly purchased.

8. The following provisions with relation to the North-eastern Railway Company (herein-after called the North-eastern Company) and their railways works and property shall (unless otherwise agreed between the Company and the North-eastern Company) be carried into effect by the Company and the Company shall be bound thereby viz. :—

For protec-
tion of the
North-
eastern
Railway
Company.

(1.) The Railway No. 2 shall be carried over the Leeds Castleford and Pontefract Junction Railway of the North-eastern Company by means of a bridge of one span of a clear width of at least thirty feet on the square and over the York and Doncaster Railway of the North-eastern Company by means of a bridge of one span of a clear width of at least fifty feet on the square and over the main line of railway of the North-eastern Company near Burton Salmon by means of a bridge of one span of a clear width of at least fifty feet on the square Each of the said bridges shall have not less than fourteen feet six inches clear headway throughout above the surface levels of the said railways respectively :

(2.) The said bridges shall be of stone brick or iron or any mixture of those materials and as regards the bridge at Burton Salmon shall not be carried over the said railway of the North-eastern Company at any point to the southward of the point of crossing shown on the deposited plans and the said bridges and all works affecting the North-eastern Company shall be made and constructed by the Company in a substantial and workmanlike

A.D. 1883.

manner and to the reasonable satisfaction of and according to plans and sections previously submitted to and approved by the engineer of the North-eastern Company and so as not to endanger or interfere with the security of their railways or to impede the traffic thereof and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company :

- (3.) The North-eastern Company may require all such precautions to be taken by the Company in constructing maintaining and repairing the said bridges and works as their engineer may deem expedient for protecting their railways from injury and the traffic thereof from interruption :
- (4.) In case any damage or injury shall be caused to the railways of the North-eastern Company or interruption or injury to the traffic thereof by reason of the said Railway No. 2 or the said bridges or works or during the construction maintenance use or repair thereof respectively the same shall forthwith be made good by the Company to the North-eastern Company or that company may make good such damage or injury to their railways and may recover the cost and expenses thereof and also compensation for such interruption or injury to their traffic as aforesaid from the Company in any court of competent jurisdiction :
- (5.) The Company shall not purchase or take compulsorily any part of the railways or any of the lands or property of the North-eastern Company but they may purchase and acquire from that company and that company may and shall sell to the Company an easement or right of constructing and maintaining the Railway No. 2 on or over the property of the North-eastern Company in accordance with the provisions of this Act nor shall the Company or any person in the execution of this Act in any manner either temporarily or permanently enter upon use or interfere with the railways or property of the North-eastern Company except with their consent in writing first obtained save only so far as may be absolutely necessary for the purpose of constructing and maintaining the said Railway No. 2 in accordance with the provisions of this Act :
- (6.) In case it shall become requisite in consequence of any crossings over the North-eastern Railway or works of the company to remodel or alter any of the railways sidings signals signal cabins or works of the North-eastern Company or to erect any additional works or to employ any additional servants

or workmen the Company shall bear and pay the whole of the costs and expenses incurred or occasioned thereby : A.D. 1883.

(7.) Any difference which may arise under sub-sections 2 3 or 6 between the Company and the North-eastern Company shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859 :

(8.) 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 powers privileges or authorities of the North-eastern Company.

9. In constructing and maintaining the railways and works by this Act authorised where the same affect the Midland Railway the following provisions shall take effect for the protection of that company :— For protection of the Midland Railway Company.

(1.) All works affecting the Midland Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof :

(2.) The bridge carrying the Railway No. 1 under the Midland Railway shall be constructed of a clear width between the parapets of fifty feet and the bridge carrying the Railway No. 5 over the Midland Railway shall be constructed with a span of not less than fifty feet :

(3.) All works affecting the Midland Railway shall be constructed and maintained so that the traffic upon the said railway shall not be in anywise impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company and in all things at the expense of the Company :

(4.) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Railway Company for all costs to which that company may be put in repairing the said damage and for all loss or injury to which they may be subjected by interference with their traffic :

A.D. 1883.

- (5.) The Company shall also indemnify the Midland Railway Company from any damages or compensation which may be recovered against them by reason of the interruption of the traffic on the said railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen :
- (6.) The Company shall not for the purposes of the said bridges or the junction formed by Railway No. 4A with the Midland Railway acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the said works as by this Act authorised and for the purposes of the proposed Railways Nos. 4 and 5 the Company shall not enter upon take or use any lands of the Midland Railway Company other than such as shall be absolutely necessary for the construction of the said railways as by this Act authorised and the Company shall at their own expense preserve convenient siding communication between the brewery of Messrs. Bentley & Co. at Woodlesford and the Midland Railway in lieu of the present siding if interfered with by them :
- (7.) The amounts to be paid by the Company to the Midland Railway Company for the acquisition of such lands and easements shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

For protection of the Church Fenton Company.

10. In constructing the Railway No. 2 by this Act authorised between Brigg Lane and the Hull Barnsley and West Riding Junction Railway the Company shall not interfere with the construction of the railway authorised by the Church Fenton Cawood and Wistow Railway Act 1882 upon the centre line as shown upon the plans deposited in respect of that Act.

For the protection of the Aire and Calder Navigation.

11. Whereas Railway No. 2 is intended to be carried across the main line of canal of the Aire and Calder Navigation belonging to the undertakers of the navigation of the rivers of Aire and Calder in the county of York (herein-after called the "undertakers") and across the River Aire which forms part of the said navigation and also across the Selby Canal of the undertakers Be it enacted therefore that notwithstanding anything in this Act contained it shall not be lawful for the Company without the previous consent in writing of the undertakers (except as in this section provided) to interfere with or alter the line or level of the said main line of their canal or of the Selby Canal or River Aire or of the towing-

paths thereof respectively or to obstruct or impede the navigation thereof respectively or to divert intercept or diminish any of the waters of and in the said canals or river or any of them or any streams or rivers supplying the same respectively with water or except as herein-after mentioned to enter upon take or use for the purposes of the said railways any lands belonging to the undertakers or to carry the said Railway No. 2 across the said canals or River Aire except under and subject to the powers and provisions herein-after contained :—

A.D. 1883.

- (1.) The said Railway No. 2 shall be carried across the said canals and River Aire respectively by means only of bridges constructed of stone brick or iron or any of those materials combined.
- (2.) In the construction of the several bridges aforesaid the Company shall not (without the consent of the undertakers) deviate from the centre line shown on the deposited plans as the centre line of the said Railway No. 2 at the several points of crossing the said canals.
- (3.) The said bridges shall be constructed so as to cross the said canals and river respectively and the respective towing-paths thereof by single spans of such dimensions as the Company think fit but not less than one hundred and ten feet span in the case of the bridge over the said main line of canal one hundred and forty-feet span in the case of the bridge over the said river and eighty feet span in the case of the bridge over the Selby Canal such spans to be measured in each case at right angles to the abutments of the bridges and subject to those limitations the abutments of each bridge shall be placed in such positions as shall be fixed by the engineer of the undertakers.
- (4.) No part of the soffit or underside of the arch or span or girders of the said bridges respectively shall be lower than fourteen feet six inches in the case of the bridge over the main line of the canal and thirteen feet six inches in the case of each of the other bridges above the ordinary top water level of the said canals or river as the case may be at the respective points of crossing.
- (5.) The Company shall not without the consent of the undertakers in any manner either permanently or temporarily divert use or interfere with the said canals or River Aire or any of the towing-paths banks or works thereof respectively save only so far as may be necessary for constructing the said bridges and the works connected therewith in the manner herein provided.

A.D. 1883.

- (6.) Where in the execution of any of their works the Company divert intercept or interfere with the passage of any stream of water now flowing into or along the side of the said canals or river they shall restore such stream to its original course or execute other works proper and sufficient for securing the flow of the water of such stream into the said canals or river respectively at the same level as that at which it previously entered the same.
- (7.) The said bridges and all the works connected therewith and all temporary works during the construction thereof shall respectively be carried on and completed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the undertakers and according to plans sections and specifications to be approved by such engineer and the engineer of the Company or in the event of difference by arbitration in manner herein-after provided.
- (8.) Each such bridge shall be completed within eighteen months from the time at which the same is commenced and during the construction and during any subsequent necessary repair thereof the Company shall (unless otherwise agreed in writing with the undertakers) leave open and uninterrupted a navigable waterway thereunder of a width of not less than forty feet with a navigable depth of water throughout not less than the greatest navigable depth at the time existing immediately above and below such bridge and with towing-paths of not less than nine feet in width which shall at all times during the construction and repair of such bridge remain open for traffic without any obstruction between the same and the said waterway and such waterway shall be at all times provided with proper mooring posts dolphins and leading fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of each such bridge and of any repairs thereof the Company shall remove everything which could interfere with the free navigation under the same and take from and out of the bed of the canal or river (as the case may be) all obstructions caused by or during or placed therein for the purposes of the execution of the works by the Company.
- (9.) The Company shall maintain each of the said bridges in good substantial repair and in the event of any such bridges being at any any time out of repair or of an obstruction in contravention of the provisions of this section being at any time caused to the canal or river over which the same shall respec-

A.D. 1883.

tively pass or to the towing-paths thereof or to the traffic thereon by reason of any of the works of the Company or by reason of any neglect or omission on the part of the Company to remove anything causing such obstruction the undertakers may after giving the Company seven days notice of their intention so to do repair such bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction.

(10.) The Company shall not without the consent of the undertakers as aforesaid take or acquire any right or interest in any of the lands belonging to the undertakers (except for the sites of the abutments of bridges) other than an easement for constructing and maintaining the said railway bridges.

(11.) In case during the execution of any of the works of the Company or of any subsequent alteration or repairs thereof or of any failure or defect therein any steam vessel boat barge or other vessels passing or intended to pass along the said canals or river or any of them or the horses locomotives or other tractive or propellant power moving the same shall by reason of any failure or neglect of the Company or their contractors or agents to comply with the provisions of this section be impeded or in case the navigable waterways or towing-paths herein-before required to be preserved during the progress of the works of the Company shall at any time be contracted to a less width or depth than as herein-before described then and in every such case the Company shall pay to the undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours notice given by the undertakers to the Company or their secretary of the existence of such impediment or contraction and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue beyond such period as aforesaid and in case any of the said bridges shall not be completed within the time herein-before limited for the completion of the same the Company shall pay as and by way of liquidated damages to the undertakers the

A.D. 1883.

sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed. Provided that nothing herein contained shall extend to prevent the undertakers from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the said canals or river or any of them from recovering against the Company any special damages that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the undertakers and any such persons are hereby authorised to sue for and recover such liquidated and special damages with full costs of suit in any court of competent jurisdiction.

- (12.) In order that the said Railways Nos. 1 and 2 by this Act authorised may not occasion any impediment to the conveyance of coal and other things to and from the Aire and Calder Navigation the Company shall on the estates of Charles Wheler Wheler and the trustees of the late Lord Palmerston respectively at such points as shall be agreed upon between the undertakers and the Company or in case of difference between the undertakers and the Company at such points as shall be settled by arbitration in manner herein-after mentioned construct and maintain when required by the undertakers and at the Company's expense two good and substantial subways beneath the said railways by means of bridges or archways of iron stone or brick or of any of those materials combined and if by a single span of not less than twenty-eight feet or if by more than one span then by spans of not less than fifteen feet each and in either case with a clear headway above the level of the adjacent ground of not less than twelve feet and in addition to the said two subways herein-before required to be constructed by the Company the undertakers may at any time make or cause to be made at such points as may be required by them or shall be settled by arbitration as aforesaid such other subways of similar character and dimensions under the said railways as they may consider necessary and the Company shall without payment give the free and uninterrupted user of such subways to the undertakers and any persons authorised by them and shall permit the undertakers and such other persons to lay down and use railways or tramways in and through such subways and to remove and relay the same when they think fit provided that all such additional subways shall be constructed by the undertakers under the superintendence

of the engineer of the Company and to his satisfaction in accordance with drawings and specifications to be previously submitted to and approved by him. A.D. 1883.

(13.) Wherever any railway by this Act authorised crosses over an existing tramway leading to any portion of the Aire and Calder Navigation except the High Level Tramway crossed by Railway No. 2 at two miles sixty-eight chains or thereabouts from its commencement the said railway shall be carried over such tramway by means of a bridge to be constructed of such dimensions as shall be approved by the engineer of the undertakers or in case of difference as shall be settled by arbitration in manner herein-after provided and so as to provide for the free and uninterrupted passage of locomotive engines carriages and waggons at all times thereafter along such tramway to and from the said navigation.

(14.) Any difference which may from time to time arise between the undertakers and the Company touching anything contained in this section shall be determined by an engineer to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding and the costs of such arbitration and of the arbitrator shall be in his discretion.

12. For the protection of Edmund Calverley of Oulton Hall near Leeds in the county of York his heirs lessees tenants or assigns the following provisions shall (unless otherwise agreed between the said Edmund Calverley and the Company) have effect that is to say :— For the protection of Edmund Calverley.

(A.) The Company shall construct and maintain good and substantial bridges of not less than twenty-one feet in width respectively over the said Railway Number 1 at the following points delineated on the deposited plans :—

(1.) At the point three miles three furlongs from the commencement of the Railway Number 1 :

(2.) At the point four miles from the commencement of the said Railway Number 1 where Hollow Balk Lane crosses that railway :

(3.) At the point four miles two furlongs from the commencement of the said Railway Number 1 The respective bridges at four miles and four miles two furlongs from the commencement of the said Railway Number 1 shall be constructed so as to be on a level with Hollow Balk Lane in the parish of Rothwell.

A.D. 1883.

(B.) The Company shall also construct good and substantial roads of not less than eighteen feet in width at the following points delineated on the said deposited plans and described in the said deposited books of reference namely :—

- (1.) A road from Styel Bank Lane to the property numbered on the said deposited plan 172 in the parish of Rothwell :
- (2.) A road on the north side of the said Railway Number 1 from Woodlesford Lane in the parish of Rothwell aforesaid to the property numbered on the said deposited plan 179 in the parish of Rothwell :
- (3.) A road on the south side of the said Railway Number 1 from Woodlesford Lane aforesaid to the said property numbered 179 :
- (4.) A road on the south side of the said Railway Number 1 from Hollow Balk Lane aforesaid to and forming a junction with the Leeds and Barnsdale Turnpike Road in the parish of Rothwell aforesaid.

The said bridges and roads and all approaches thereto and the works connected therewith and all temporary works shall respectively be constructed to the satisfaction of the said Edmund Calverley his heirs or assigns or to his or their agent or surveyor for the time being.

(c.) Any difference which may from time to time arise between the Company and the said Edmund Calverley his heirs lessees tenants or assigns touching anything contained in this section shall be determined by an engineer to be agreed upon between the parties or in case of difference by an engineer to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding and the costs of such arbitration and of the arbitrator shall be in his discretion.

Authorising construction of a junction railway and siding by the owners or occupiers of estates now belonging to Lady Elizabeth Hastings' trustees.

13. The Company shall allow the Right Honourable Lord Houghton Thomas Davison Bland and Edward Waud the present trustees for the estates bargained and sold by the late Honourable Lady Elizabeth Hastings for charitable purposes or other the trustees for such estates for the time being and their assigns owners or occupiers for the time being of any part of the said estates (in this section called "the trustees") to make and at their own expense to maintain one branch railway or siding and to form a junction with Railway No. 2 at some point between six miles six furlongs and eight miles or at some point adjacent thereto to be agreed upon by the engineer of the Company and the trustees

such owners or occupiers as aforesaid or in the event of difference to be determined by an arbitrator to be appointed on the application of either party by the Board of Trade provided that such siding and the junction thereof with the said Railway No. 2 shall be constructed under the direction and to the reasonable satisfaction of such engineer And the Company shall at their own cost and expense lay in the points to form the junction of the said branch railway or siding with Railway No. 2 and maintain the same with all proper signals and apparatus and shall work the same and all traffic respectively coming from the said branch railway or siding or going thereto with all reasonable despatch and so as to cause no unreasonable delay or inconvenience in the passing of trains to or from the said branch railway or siding or either of them.

A.D. 1883.

14. For the protection of Charles Wheler Wheler of Ledstone Hall in the county of York the following provisions shall unless otherwise agreed between the Company and the said Charles Wheler Wheler have effect that is to say:—

For the protection of Charles Wheler Wheler.

- (A.) The Company shall at or about the point (which is shown by measurement on the deposited plans to be three miles and six furlongs from the commencement of Railway Number 2) where the said railway crosses the stream coming from Ledstone Mill form a sufficient culvert for the said stream:
- (B.) The Company shall in constructing the said Railway Number 2 construct and maintain at the aforesaid point a good and substantial flat girder bridge of one span of not less than thirty feet or of two spans of not less than fifteen feet each as the Company think fit and such bridge or bridges shall have in either case a clear headway of not less than fourteen feet above the level of the ground:
- (C.) In the event of collieries or other large works being opened by the said Charles Wheler Wheler his lessees or assigns and when there may be in the opinion of the engineer of the Company and the agent of the said Charles Wheler Wheler or in the event of difference between them then in the opinion of an arbitrator to be appointed on the application of either party by the Board of Trade reason to expect an amount of traffic to justify the outlay the Company shall forthwith put in points and crossings and all other signalling apparatus free of charge for the purpose of enabling the said Charles Wheler Wheler to form a junction with the said Railway Number 2 at some place between the points shown by measurement upon the deposited plans to be respectively three miles two furlongs and four

A.D. 1883.

miles one furlong and also at the points shown as aforesaid to be four miles seven furlongs from the commencement of the said Railway Number 2 and shall work the same and all traffic respectively coming from the said branch railway or siding or going thereto with all reasonable despatch and so as to cause no unreasonable delay or inconvenience in the passing of trains to or from the said branch railway :

(D.) Any such junction shall be constructed to the reasonable satisfaction and under the direction of the engineer of the Company.

For the protection of the corporation of Leeds.

15. For the protection of the mayor aldermen and burgesses of the borough of Leeds (herein-after in this section called the corporation) the following provisions shall have effect (that is to say) :

(1.) When the Company shall have acquired the property abutting on Meadow Lane and Hunslet Lane respectively they shall within the term of one year from the date of their so acquiring such property dedicate for the widening of those lanes respectively so much of the said property as shall be required to make those lanes respectively fifty feet wide in accordance with the plan in duplicate marked "A" signed by George William Morrison the town clerk of Leeds and Messieurs Teale and Appleton the solicitors of the Company :

(2.) The railway shall be carried over the streets and roads (except as herein excepted) within the borough by means of girder bridges and notwithstanding the dimensions shown on the deposited plans and sections the width of every such bridge shall not be less than thirty-six feet on the square or less than the width of such streets and roads at the points of crossing the same where such width exceeds thirty-six feet and the height of every such bridge from the surface of the road to the under side of the girder shall not be less than seventeen feet unless in either case the consent in writing of the corporation is first had and obtained :

(3.) No bridge shall be constructed so as to cover over any road to a greater extent than is required for two lines of railway and the distance between any two bridges crossing the same road shall not be less than four yards except with the written consent of the corporation :

(4.) If the Company lower or otherwise alter or interfere with the level of Jack Lane they shall so far as they are or may hereafter become the owners of the frontage on either side thereof dedicate to the use of the public sufficient land to

widen and improve the said lane to a width unless otherwise agreed in writing by the corporation of not less than forty feet and such widening and improvement shall be carried out and completed to the satisfaction of the corporation within the term of one year from the commencement of any of the works included in Railway No. 5 : A.D. 1883.

- (5.) In making the railway by this Act authorised the Company shall within the limits of their own lands and the works hereby authorised construct and provide for the use of the corporation (in common with others if the Railway Company shall think proper) a siding with the necessary points works and conveniences connected therewith to facilitate the delivery of material into the gasworks of the corporation situate in Meadow Lane And if at any time hereafter the said gasworks shall be altered or reconstructed by the corporation in any manner so as in the opinion of the corporation to necessitate or require the delivery of material overhead then the Company shall in lieu of or in addition to any existing siding construct a siding with all the necessary points works and conveniences which will enable the Company to deliver material into the gasworks of the corporation in manner aforesaid :
- (6.) The Company shall provide and for ever hereafter continue through their own lands a flagged footpath not less than six feet in width from Jack Lane to Craven Gate to run parallel with the said railway which footpath shall be kept in repair by the corporation :
- (7.) The Company shall construct a girder bridge for the purpose of carrying the Railway Number 5 over the road leading to the workhouse in the township of Hunslet of not less than twenty feet in width and the bridge for the purpose of carrying the said Railway Number 5 over the road at Carr Moor side in the said township shall not be less than thirty-six feet in width and each of such bridges shall have a headway above the surface of the said roads respectively of not less than sixteen feet :
- (8.) The Company shall at their own expense convey to or otherwise vest in the corporation a portion of the land abutting on Hunslet Moor belonging to Mr. Richard Dobson which they are by this Act authorised to acquire from him and which is numbered 589 on the deposited plans and which portion shall not be less than sixty feet wide for the whole length measuring from the foot of the embankment :

A.D. 1883.

- (9.) The portion of Railway No. 5 by this Act authorised extending from Wilson Street to Regent Street shall be carried on a viaduct as shown on the deposited plans and sections and such viaduct shall be formed of brick stone or iron :
- (10.) The corporation may at any time hereafter at their own expense make and construct within the borough any arch or arches under the railway by this Act authorised Provided always that such arches shall be made and constructed under the superintendence of the engineer for the time being of the Company and so as not permanently to interfere with or prejudicially affect any part of the station yards or works of the Company or the Middleton Estate and Colliery Company Limited (in this section referred to as the Middleton Company) :
- (11.) No arch of any bridge or viaduct within the borough shall be used enclosed tenanted or occupied by the Company or by any person whatsoever without the consent in writing of the corporation but every arch shall be left and continued open and unenclosed for ever hereafter Provided always that this provision shall not apply to any arch or arches situate within any goods yard or staith belonging to the Company or to the Middleton Company and which may be required by them respectively for the ordinary business of such Companies or either of them or to the arches between Wilson Street and the termination of Railway No. 5A :
- (12.) In constructing any arch or bridge over any street or road the same shall be constructed subject to the approval of the corporation so far as relates to the means to be adopted for making every such arch or bridge water-tight and before any arch or bridge is constructed plans showing the details of the construction shall be submitted to and approved by the corporation :
- (13.) The railway by this Act authorised shall except where it crosses any road by means of a bridge be carried over Hunslet Moor upon an embankment the slopes of which shall be sown in grass and kept permanently planted with trees or shrubs to the satisfaction of the corporation by and at the expense of the Company for ever hereafter and if the Company fail or neglect to keep the slopes of the said embankment so sown in grass and planted with trees or shrubs as aforesaid the corporation are hereby empowered to sow and plant the same and any

expense incurred by them in so doing shall be repaid to them A.D. 1883.
by the Company :

- (14.) The Company shall carry out the unfulfilled obligations of the corporation relating to Hunslet Moor which devolve or are imposed upon the corporation under or by reason of certain covenants and provisions contained in an indenture dated the thirty-first day of October one thousand eight hundred and seventy-nine and made between the Middleton Company of the first part the several persons therein particularly described and generally referred to as the shareholders of the second part and the corporation of the third part so far as such obligations are assigned or transferred or capable of being assigned or transferred to the Company under or by virtue of this Act and in construing such provisions and covenants the word corporation shall for the purposes of this enactment be held to mean and apply to the Company :
- (15.) Where the surface of any street road passage or place has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and efficiently and to the satisfaction of the corporation restore the surface so interfered with or disturbed and shall maintain in efficient repair the said surface for twelve months to the like satisfaction :
- (16.) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be approved by the corporation :
- (17.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary the same shall be constructed by and at the expense of the Company upon such plan and in such manner as shall be approved by the corporation :
- (18.) If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any cost in altering any existing sewer or drain the Company shall

A.D. 1883.

repay to the corporation such additional cost and the same may be recovered in default of payment in any court of competent jurisdiction :

(19.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall apply to the water and gas mains and pipes of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to include the corporation :

(20.) Wherever the water or gas mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for the maintaining the supply of water or gas to lay additional water or gas mains or pipes such additional water or gas mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :

(21.) If by reason of the execution of any of the powers of this Act any increased length of water or gas mains or pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company upon such plan and in such manner as shall be approved by the corporation :

(22.) Whenever by the appropriation or destruction of property under this Act authorised any water or gas mains or pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay the corporation the cost of laying an equivalent length of water or gas main or pipe and the cost of the works required for the discontinuance of such water or gas mains or pipes rendered unnecessary as shall be estimated by the water and gas engineers respectively and the water and gas mains and pipes so rendered unnecessary shall be the property of the Company :

(23.) The materials of all streets roads and other places and of the works connected therewith which may be discontinued stopped up or appropriated by the Company shall be the property of and belong to the corporation.

For the protection of the Middleton Estate and Colliery Company Limited.

16. For the protection and benefit of the Middleton Estate and Colliery Company Limited (herein-after referred to as "the Middleton Company") be it enacted as follows :—

(1). Railways No. 1 No. 2 and No. 3 by this Act authorised shall not nor shall any or either of them be opened for traffic

without the consent in writing of the Middleton Company under their common seal unless and until Railway No. 5 by this Act authorised shall have been completed and be ready for opening for traffic :

- (2). The Company shall at their own expense on being required so to do by the Middleton Company construct and at all times maintain suitable branch lines and junctions with all necessary signals switches and appliances for connecting the said Railway No. 5 with the Meadow Lane Gasworks and the Leeds Ironworks so as to enable the Middleton Company and their assigns to supply coal to those works respectively in as convenient a manner as before the passing of this Act :
- (3.) In constructing the Railway No. 5 the Company shall make a proper and sufficient station for passengers and goods with all necessary and proper sidings accommodation and appliances at such point near the Broom Pit at Middleton belonging to the Middleton Company as shall be decided upon by the engineer of the Company and the secretary of the Middleton Company or in case they differ by arbitration as herein-after provided and the Company shall at all times maintain and use the said station and give all proper facilities for passenger and goods traffic to and from the same and two passenger trains each way at the least shall stop at the said station daily for the purpose of taking up and setting down passengers.

All differences which may arise under the provisions of this section between the Company and the Middleton Company shall be determined by Mr. William Edward Garforth of Normanton civil engineer or failing him by some other civil engineer to be nominated by the President for the time being of the Institute of Civil Engineers in London and the decision of such arbitrator shall be final and binding on the parties in difference.

- (4.) The Company shall construct proper bridges or arches for carrying over or under the said Railway No. 5 the following roads which are situate in the parish of Rothwell aforesaid that is to say—

(A.) The road leading from Belle Isle to Sough Lane Head.

(B.) The road leading from Belle Isle to Hunslet Carr.

- (5.) The Company shall at all times at their own expense provide proper signalmen and pointsmen and all necessary accommodation at the several junctions herein-before mentioned for the interchange and forwarding of the traffic of the Middleton Company or their assigns and shall forward such traffic with all reasonable despatch :

A.D. 1883.

- (6.) In constructing the Railway No. 5 through the lands of the Middleton Company situate on the south of Hunslet Moor the course of the line shall be fixed by the engineer of the Company and some person appointed by the Middleton Company and in case they cannot agree then the same shall be fixed by arbitration in manner herein-before provided :
- (7.) All the branch lines sidings staiths stations bridges arches and other accommodation works to be constructed in pursuance of this section and all other works to be executed by the Company for the accommodation of the Middleton Company shall be carried out and done under the direction and to the satisfaction of the engineer of the Company and the secretary of the Middleton Company or in case they differ of the arbitrator herein-before mentioned :
- (8.) During the construction of the Railway No. 5 and other works herein-before mentioned the Company shall interfere as little as possible with the transit of the Middleton Company's traffic over the said waggonway and if and whenever the said waggonway or any part thereof shall from any cause whatever be stopped by the Company they shall at their own expense cart the said traffic and shall bear all the expense of unloading and reloading the same and shall forward the same with all reasonable despatch so that the Middleton Company may not be subjected to any additional expense or unnecessary delay in the transport of their said traffic :
- (9.) The Middleton Company and their assigns shall be entitled at all times free from toll to run over and use with their engines waggons and carriages of every description such part of the Railway No. 5 as lies northward of the junction of that railway with the private railway of the Middleton Company and also any other railway or waggonway made or to be made over any land belonging to the Middleton Company and which the railway Company may afterwards acquire from the Middleton Company and the junctions and connexions therewith respectively for the transport of coal iron minerals stone bricks clay timber manure and goods of every description and the Company shall free of charge perform all such services and afford all such facilities as may be necessary or reasonable for the convenient conduct of the traffic of the Middleton Company or their assigns and shall forward such traffic with all reasonable despatch :
- (10.) If the Company so desire they may instead of allowing the Middleton Company to exercise the running powers herein-before

mentioned on giving one calendar month's notice in writing convey all such traffic as aforesaid over the said portions of Railway No. 5 (the Middleton Company providing their own waggons and carriages) and over the branch lines and junctions with the said Railway No. 5 herein-before mentioned free of toll and all charges for all services or facilities whatsoever, whether terminal or otherwise, and the Company shall convey the said traffic with all despatch, and shall not subject the same to any unnecessary obstruction or delay :

A.D. 1883.

(11.) In construing this section the " assigns " of the Middleton Company shall be taken to mean and include the owners or lessees for the time being of any of the coal pits or mines seams or beds of coal at the date of passing of this Act belonging or leased to the Middleton Company.

17. The Great Northern Railway Company may at any time before the first day of September one thousand eight hundred and eighty-three give notice in writing to the Company that they desire that the junctions hereby authorised with the Great Northern Railway shall be diverted from the points shown on the deposited plans and shall be effected at points designated in the said notice and shown on a plan accompanying the same and if the Company object to the said points so designated it shall be referred to an engineer to be appointed by the Board of Trade on the application of either Company to determine at what points the said junctions or either of them shall be made and the Company shall make the junctions at the points so indicated or determined as the case may be if they can lawfully do so And if it shall be necessary to obtain statutory authority for such diversions the Company shall apply to Parliament for the same and the Great Northern Company shall not be at liberty to oppose such application except so far as may be necessary to obtain protective provisions and the Company shall in either case pay the cost of such junctions and of the land and property required for the purposes thereof.

Providing
for junctions
with Great
Northern
Railway.

18. Save as by this Act authorised nothing in this Act contained shall diminish alter prejudice affect or take away any of the rights privileges powers or authorities vested in the undertakers of the navigation of the rivers of Aire and Calder in the county of York.

Saving rights
of under-
takers of
Aire and
Calder Navi-
gation.

19. The capital of the Company shall be one million two hundred thousand pounds in one hundred and twenty thousand shares of ten pounds each.

Capital.

A.D. 1883.

Shares not
to be issued
until one
fifth paid.

20. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

21. 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.

Receipt in
case of per-
sons not sui
juris.

22. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to
divideshares.

23. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole of the amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on
half shares.

24. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends
on preferred
shares to be
paid out of

25. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share

bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

A.D. 1883.
the profits
of the year
only.

26. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half shares
to be regis-
tered and
certificates
issued.

27. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Terms of
issue to be
stated on
certificates.

28. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Forfeiture of
preferred
shares.

29. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred
shares not
to be can-
celled or
surrendered.

30. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Half shares
to be half
shares in
capital.

A.D. 1883.

Power to
borrow.

31. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole four hundred thousand pounds and of that sum they may borrow not exceeding in the whole one hundred thousand pounds in respect of each three hundred thousand pounds of their capital but no part of any such sum of one hundred thousand pounds shall be borrowed until the whole three hundred thousand pounds of capital in respect of which it is to be borrowed is 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 portion of capital has been issued and accepted and that one-half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted *bonâ fide* and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or 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 appoint-
ment of a
receiver.

32. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made, shall not be less than ten thousand pounds in the whole.

Debenture
stock.

33. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

34. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

A.D. 1883.

Application
of moneys.

35. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

First
ordinary
meeting.

36. The number of directors shall be nine but the Company may from time to time reduce and again increase the number of directors but so that the number shall be never less than five nor more than nine.

Number of
directors.

37. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Qualification
of directors.

38. The quorum of a meeting of directors shall be five so long as the number of directors shall be eight or more than eight but if the number be reduced below eight the quorum shall be three.

Quorum.

39. The Right Honourable Henry Baron Beaumont Joseph Charlesworth Edward Bower Charles Ernest Charlesworth Samson Fox and four other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination 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 present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid 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 or nominated as aforesaid 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 altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

First
directors.

40. 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 twenty acres.

Lands for
extraordi-
nary pur-
poses.

41. 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 three years from the passing of this Act.

Period for
compulsory
purchase of
lands.

A.D. 1883.

Power to
take ease-
ments &c.
by agree-
ment.

42. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Notice to be
given of
taking houses
of labouring
classes.

43. The Company shall not less than eight weeks before they take in any parish fifteen houses 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 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 they have so made known their intention.

Power for
Company to
appropriate
lands for the
erection of
dwelling
houses for
the labouring
classes.

44. The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railways and works for the purpose of the erection of dwelling houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such person or persons otherwise agree Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

Owners may
be required
to sell parts
only of
certain
premises.

45. And whereas in the construction of the railways and other works hereby authorised it may happen that portions only of certain of the houses manufactories buildings and premises shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845. the owners of and persons interested in the houses manufactories buildings and premises described in the First Schedule to

this Act and whereof parts only are required for the purposes of this Act may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from such properties without material detriment thereto) be required to sell and convey to the Company the portions only of such houses manufactories buildings and premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

A.D. 1883.

46. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the Railway No. 2 carry the same with a single line only whilst the said railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):—

Power to cross certain roads on the level.

Number on deposited Plan.	Parish.	Description of Road.
7 - - -	Birkin - -	Public.
9 - - -	Brayton - -	Public.
44 - - -	Brayton - -	Public.

47. In altering for the purposes of this Act the road in the parish of Rothwell numbered 182 on the deposited plans of Railway No. 1 the Company may make the same of any inclinations not steeper than one in eighteen.

Inclination of roads.

48. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of fifty-two thousand five hundred and forty-three pounds seventeen shillings and sixpence three pounds per centum Consolidated Bank Annuities being equal to five per centum upon the amount of the estimate in respect of the railways has been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything con-

Deposit money not to be repaid except so far as railway is opened.

A.D. 1883.

tained in the said Act the said deposit fund shall not 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 (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways open the same for the public conveyance of passengers. Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the court shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

49. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's

Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

A.D. 1883.

50. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Period for
completion
of works.

51. The Company may demand and take in respect of the use of the railways any tolls not exceeding the following (that is to say) :—

Tolls for
passengers
and animals.

In respect of passengers and animals conveyed on the railways—

Class 1. For every person conveyed in a first class carriage per mile twopence :

Class 2. For every person conveyed in a second class carriage per mile one penny halfpenny :

Class 3. For every person conveyed in a third class carriage per mile one penny :

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile twopence :

Class 5. For every ox cow bull or neat cattle conveyed in or upon any carriage per mile one penny halfpenny :

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny :

In respect of goods conveyed on the railways—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire clay) chalk dung compost and all sorts of common manure and all undressed materials

A.D. 1883.

for the repair of highways clay ironstone and iron ore per ton per mile one penny :

Class 8. For all pig iron bar iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise undressed stones for building pitching and paving bricks tiles common slates fire clay charcoal bats copper tin lead and other ores per ton per mile one penny halfpenny :

Class 9. For all sugar grain corn flour potatoes guano and artificial manures hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop-iron sheet-iron and chains per ton per mile twopence :

Class 10. For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile threepence :

In respect of carriages conveyed on the railways.—

Class 11. 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 belonging to the Company if having more than two wheels per mile fourpence and if having only two wheels per mile threepence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels.

Tolls for
carriages &c.

52. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorised) demand or take for or in respect of goods articles matters or things persons or animals comprised in any of the classes herein-before specified any tolls not exceeding the tolls next herein-after mentioned in connexion with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit) :—

For Class 1 for each person per mile one penny :

For Class 2 for each person per mile three farthings :

For Class 3 for each person per mile one halfpenny :

For Class 4 for each animal per mile one penny :

For Class 5 for each animal per mile one penny :

For Class 6 for each animal per mile one halfpenny :

For Class 7 per ton per mile one halfpenny :

[46 & 47 VICT.] *East and West Yorkshire Union* [Ch. clxvi.]
Railways Act, 1883.

For Class 8 per ton per mile one halfpenny :
 For Class 9 per ton per mile three farthings :
 For Class 10 per ton per mile one penny :
 For Class 11 for each carriage per mile twopence.

A.D. 1883.

53. The tolls which the Company may demand for the use of engines for propelling carriages on the railways 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 authorised to be taken.

Tolls for
propelling
power.

54. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :—

Regulations
as to tolls ;

For all passengers animals or goods conveyed on the railways for a less distance than three miles the Company may demand tolls and charges as for three miles :

Short
distances ;

For a fraction of a mile beyond three 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 number 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 fraction of a mile beyond an integral number of miles shall be deemed a mile :

Fractional
parts of a
mile ;

For a fraction of a ton the Company may demand tolls according to the number of quarters 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 :

Fractional
parts of a
ton ;

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight :

General
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.

Weight of
stone and
timber.

55. 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 articles
of great
weight.

For the carriage of small parcels on the railways—

For any parcel not exceeding seven pounds in weight three-pence :

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883.

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence :

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence :

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence :

For any parcel exceeding fifty-six pounds in weight such sum as the Company 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 on the railways—

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 and take any sum not exceeding sixpence a ton a mile :

For the carriage of any single article the weight of which with the carriage exceeds eight tons the Company may demand and take any sum they think fit.

Maximum
rates for
passengers.

56. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including the tolls for the use of the railways and for 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 a 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.

57. 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 railways including the tolls for the use of the railways and for waggon or trucks and locomotive power and for every other expense incidental to the conveyance except a reasonable charge for loading and unloading of 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 per-

formed by the Company) shall not exceed the following sums (that is to say):— A.D. 1883.

Class 4. For each animal fourpence per mile;

Class 5. For each animal twopence per mile;

Class 6. For every calf or pig one penny per mile and for every other small animal three farthings per mile;

Class 7. For coals conveyed on the railways for a distance not exceeding twenty miles not exceeding one penny halfpenny per ton per mile and for coals conveyed for a distance exceeding twenty miles not exceeding one penny per ton per mile and for all other articles and things not exceeding one penny halfpenny per ton per mile:

Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed ninepence per mile. Tolls for separate waggons.

Class 8. Twopence per ton per mile;

Class 9. Threepence per ton per mile;

Class 10. Fourpence per ton per mile;

Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half five pence and one penny farthing for every additional quarter of a ton and if having only two wheels fourpence per mile and one penny for every additional quarter of a ton.

58. Every passenger travelling upon the railways 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. Passengers luggage.

59. No station shall be considered a terminal station in regard to any goods conveyed on the railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee. Terminal station.

60. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways 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 railways. Foregoing charges not to apply to special trains.

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883.

Company
may take
increased
charges by
agreement.

61. 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 to the conveyance of animals and goods (other than small parcels) by passenger trains.

Classification
table to be
open to
inspection
and copies
to be sold.

62. The books tables or other documents in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such books tables or other documents as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling. The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified. If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

Terminal
charges (if
any) to be
specified on
application.

Penalty.

Power to use
portion of
Hull &c.
Railways.

63. The Company and any company or persons for the time being working or using the railways of the Company or any part thereof by agreement may run over work and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description so much of the Railway No. 3 authorised by the Act of 1880 as lies or will lie between the junction therewith of the Railway No. 2 by this Act authorised and Drax Station together with that station and all roads platforms points signals water water engines engine sheds standing room for engines booking and other offices warehouses sidings junctions

machinery works and conveniences of or connected with the said portion of railway and station and as regards traffic conveyed by them the Company may demand and take the same tolls and charges upon and in respect of the said portion of railway and station as are now authorised to be taken upon and in respect of such portion of railway and station.

A.D. 1883.

64. The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company or any such other company or persons as aforesaid for and in respect of the use of such portion of railway and station works and conveniences shall be such as are from time to time agreed upon between them and the Hull and Barnsley Company or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of any or either of the companies or persons interested and the cost of the arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties.

Terms of
such user.

65. The Company on the one hand and the Hull and Barnsley Company the Midland Railway Company the Great Northern Railway Company and the Church Fenton Cawood and Wistow Railway Company (herein-after referred to as "the four companies") or any or either of those companies on the other hand may from time to time subject to the provisions of this Act enter into and carry into effect vary and rescind contracts agreements and arrangements with respect to the following purposes or any of them (that is to say):—

Power to
enter into
contracts.

The point at which the mode in which and the terms and conditions upon which any junction or junctions of the railways by this Act authorised or any of them with the railways or any of the railways of the said several companies or any of them shall be made:

The alteration reconstruction use management and maintenance of any of the stations platforms sidings works and conveniences of the aforesaid companies or any of them in connexion with such junction or junctions:

The construction use management and maintenance of new stations platforms sidings works and conveniences upon the railways of the said companies or any of them in connexion with such junction or junctions.

66. The Company on the one hand and the Hull and Barnsley Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied

Power to
enter into
traffic
arrange-
ments.

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 Vict.]
Railways Act, 1883.

A.D. 1883.

by the Regulation of Railways Act 1873 from time to time enter into carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say) :—

The working use management and maintenance by the Hull and Barnsley Company of the railways and works of the Company or any part or parts thereof respectively :

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies or either of them :

The supply and maintenance under any agreement for the railways of the Company being worked and used by the Hull and Barnsley Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic :

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the contracting companies or either of them or any part thereof.

Tolls on traffic conveyed partly on the railways and partly on other railways.

67. During the user or the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways or any part thereof by the Hull and Barnsley Company the railways of the Company and of the Hull and Barnsley Company shall for the purposes of short distance 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 railways of the Company and partly on the railways of the Hull and Barnsley Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three 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 three 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 railways of the Company and partly on the railways of the Hull and Barnsley Company.

Confirming agreement in Second Schedule.

68. The agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Hull Barnsley and West Riding Junction Railway and Dock Company and the Company in all respects as if the seal of the Company had been attached thereto and from and after the seal of the Company shall have been attached to such agreement the parties thereto of the second part shall be relieved of all liability under such agreement.

69. The agreement set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Middleton Estate and Colliery Company Limited and the Company in all respects and from and after the seal of the Company shall have been attached to such agreement the promoters therein referred to shall be relieved of all liability under such agreement.

A.D. 1883.

Confirming
agreement
in Third
Schedule.

70. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall 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.

Interest not
to be paid on
calls paid up.

71. The Company shall not out of any money by this Act authorised 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 to any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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

72. Nothing in this Act contained shall exempt the Company or the railways 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 authorised by this Act.

Provision as
to general
Railway
Acts.

73. 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.

Costs of Act.

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

HOUSES MANUFACTORIES BUILDINGS AND PREMISES PARTS ONLY
 OF WHICH MAY BE TAKEN.

Railway.	Parish.	No. on Deposited Plans.
No. 1 -	Rothwell - - -	242, 243, 249, 250, 252.
No. 4 -	Rothwell - - -	25, 26, 30.
No. 5 -	Rothwell - - -	3, 25.
„ -	Leeds - - -	300, 301, 304, 305, 354, 587.
No. 5A -	Leeds - - -	263.

THE SECOND SCHEDULE.

AN AGREEMENT made the first day of May one thousand eight hundred and eighty-three between the Hull Barnsley and West Riding Junction Railway and Dock Company (herein-after called “the Hull Company”) of the one part and Joseph Charlesworth of Lofthouse Park near Wakefield in the county of York esquire Humphrey Brooke Firman of Gateforth Hall near Selby in the same county esquire Edward Bower of 134 Fenchurch Street in the City of London esquire and Charles Ernest Charlesworth of Scarborough in the said county esquire (herein-after called the promoters of the other part).

WHEREAS the Hull Company were by the Hull Barnsley and West Riding Junction Railway and Dock Act one thousand eight hundred and eighty authorised (amongst other things) to construct certain lines of railway one of which lines passes through the parish of Drax in the West Riding of the county of York and which said railway is now in course of construction. And whereas

the promoters are promoting a Bill in Parliament for the session of one thousand eight hundred and eighty-three for the incorporation of the East and West Yorkshire Union Railways Company (herein-after called the East and West Yorkshire Company) and for other purposes and by such Bill it is proposed amongst other things to construct certain railways one of which terminates in the parish of Drax aforesaid by forming a junction with the before-mentioned railway of the Hull Company in that parish. And whereas the terms herein-after expressed have been agreed between the parties hereto.

A.D. 1883.

Now it is hereby agreed between the Hull Company and the promoters as follows:

1. A joint station shall be constructed at Drax for the convenient interchange of traffic between the systems of the Hull Company including that of any other company worked by the Hull Company and that of the East and West Yorkshire Company such joint station when constructed shall be the joint property of the two companies.

2. The said joint station shall include (1) a passenger station with all proper and necessary buildings offices platforms and works so as to provide for the convenient interchange between the Hull Company and the East and West Yorkshire Company of their respective passenger and coaching traffic and (2) goods sidings for the interchange of waggons between the two railways.

3. The said station shall be designed by the engineers of the Hull Company and of the East and West Yorkshire Company respectively for approval by their respective boards. If any difference shall arise between the Hull Company and the East and West Yorkshire Company as to the design of the said joint station or as to the apportionment of the cost thereof or as to the arrangements to be made for the maintenance management signaling or working thereof or as to the apportionment of the working expenses thereof or as to any matter relating in any way to the said station the same shall be determined by arbitration as herein-after provided.

4. The said joint station shall be so designed and the powers of the East and West Yorkshire Company under the intended Act shall be so exercised as not to prevent or interfere with any future extensions of the said station the Hull Company may deem necessary or with the widening of the Hull and Barnsley Railway to four or more lines of rails if the Hull Company should think fit.

5. From and after the opening of the intended railways of the East and West Yorkshire Company or any portion or portions thereof the Hull Company may run over and use the same for all purposes of their traffic and such running powers shall include the use of all terminal and intermediate stations on the said railways and of any junctions with private lines of railway communicating with collieries manufactories or other works which may then or at any time hereafter be made therewith and the Hull Company shall be entitled to as favourable and advantageous arrangements for the working of the traffic at such stations and junctions as may from time to time in practice be granted to or obtained by any other company Provided always that such running powers shall be so used and exercised and within such reasonable limits as not to interfere with or prejudice the traffic of the East and West Yorkshire Company.

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
• *Railways Act, 1883.*

A.D. 1883.

6. The running powers hereby conferred shall include the use of engine stabling (as provided by the East and West Yorkshire Company) and the supply thereof of water and gas at such charges as shall be settled by agreement or failing agreement by the standing arbitrator (but if the Hull Company shall require additional engine stabling or an additional supply of water or gas beyond that provided by the East and West Yorkshire Company the same shall be supplied by the East and West Yorkshire Company at the exclusive cost of the Hull Company) and the Hull Company shall also be entitled to the use of all sidings roads booking offices warehouses approaches turntables and other works and conveniences at any time hereafter upon or belonging to or used in connexion with the portions of railway run over and all telegraphic services necessary for the due and safe conduct of the traffic of the Hull Company.

7. The Hull Company's servants shall in the exercise of the running powers conferred by this agreement be subject to the byelaws and regulations for the time being of the East and West Yorkshire Company.

8. In the exercise of the said running powers the Hull Company shall not be entitled without the consent in writing of the East and West Yorkshire Company to carry in their trains traffic which is local to the railways or portions of railway run over.

9. The Hull Company shall in respect of traffic carried under the running powers hereby conferred upon them account to the East and West Yorkshire Company for a mileage proportion (subject nevertheless in any case to a minimum of three mile-) of all receipts for passenger and coaching traffic (subject in respect of such coaching traffic to the clearing house terminals and other allowances) after deduction of working expenses as herein-after expressed and (subject to the provisions of article 12 of this agreement) for a mileage proportion of all goods and mineral rates after deduction of terminals and working expenses as herein-after expressed.

10. The terminals to be deducted in favour of each company under the last article shall be in the case of goods according to the regulations of the railway clearing house from time to time in force and in the case of minerals of such amount as shall from time to time be agreed between the two companies or in case of difference as shall be determined by arbitration as herein-after provided and where the terminal services are not performed wholly by one company the terminals so deducted shall be divided between the companies in proportion to services rendered and to the accommodation provided respectively such proportions being from time to time agreed or determined by arbitration as herein-after provided.

11. The running expenses to be allowed to the Hull Company shall be such a per-centage of the gross receipts from the traffic carried as may be from time to time agreed between the two companies or determined by arbitration as herein-after provided.

12. The Hull Company shall have the power to fix their own through rates and fares for traffic carried by them under this agreement but if the East and West Yorkshire Company shall in writing object to the amount of any fare or rate so fixed they shall not be bound to accept the mileage division

[46 & 47 VICT.] *East and West Yorkshire Union* [Ch. clxvi.]
Railways Act, 1883.

of such fare or rate herein-before provided for but shall in that case be entitled to receive such a proportion of the through rate including terminals and subject to such deductions as shall be agreed between the companies or determined by arbitration as herein-after provided. A.D. 1883.

13. The Hull Company shall be entitled (but at their exclusive cost both as regards construction and working) to provide such goods or mineral stations upon or in connexion with the intended railways as they shall from time to time think fit and the East and West Yorkshire Company shall afford all reasonable facilities for the construction maintenance and working by the Hull Company (but at their own cost) of junctions or connexions between such stations and the intended railways.

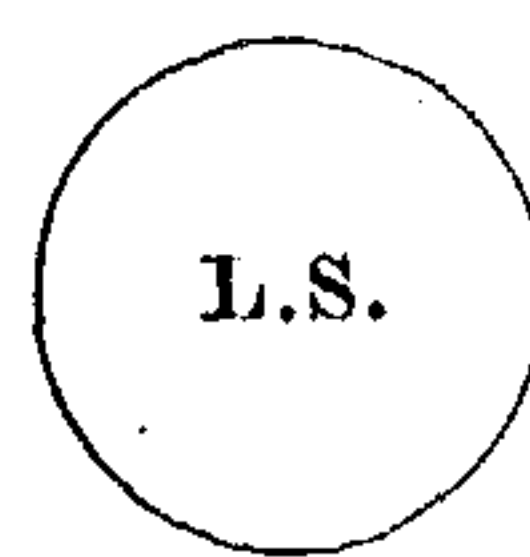
14. The Hull Company shall be entitled at their own cost and if they so desire to employ their own clerks and carting agents at any goods station and their own inspectors and booking clerks at any passenger station upon the intended railways Provided always that such clerks agents inspectors and booking clerks shall have no power of interference with the working arrangements of the station and shall be subject to the regulations of the East and West Yorkshire Company thereat.

15. Any difference arising between the two companies as to any matter or thing arising directly or indirectly from this Agreement or any question herein-before provided to be determined by arbitration shall be determined in manner provided by the Railway Companies Arbitration Act 1859 with respect to the settlement of differences by arbitration.

16. This agreement is conditional upon the passing of the said Bill authorising the construction of the intended railways of the East and West Yorkshire Company in the session of Parliament for the year eighteen hundred and eighty-three.

In witness whereof the above-named Hull Barnsley and West Riding Junction Railway and Dock Company have caused their common seal to be hereunto affixed and the above-named Joseph Charlesworth Humphrey Brooke Firman Edward Bower and Charles Ernest Charlesworth have respectively hereunto set their hands and seals the day and year first above written.

The common seal of the above-named Hull Barnsley
 and West Riding Junction Railway and Dock
 Company was hereunto affixed in the presence of—
 JOHN FISHER
 Deputy-Chairman
 of the Hull Barnsley and West Riding Junction
 Railway and Dock Company.



JOSEPH CHARLESWORTH (L.S.)
 H. B. FIRMAN (L.S.)
 EDW. BOWER (L.S.)
 C. E. CHARLESWORTH (L.S.)

A.D. 1883.

THE THIRD SCHEDULE.

AN AGREEMENT made the twenty-eighth day of February one thousand eight hundred and eighty-three between the Middleton Estate and Colliery Company Limited (herein-after called "the Middleton Company") of the one part and Joseph Charlesworth of Lofthouse Park near Wakefield in the county of York esquire and Humphrey Brooke Firman of Gateforth Hall near Selby in the same county esquire being two of the promoters (herein-after called "the promoters") of a Bill now pending in Parliament intituled "A Bill for incorporating the East and West Yorkshire Union Railways Company and for other purposes" (herein-after called the special Act) of the other part.

WHEREAS the promoters are seeking by the said Bill to obtain the incorporation of a company by the name of "the East and West Yorkshire Union Railways Company" (herein-after called "the Railway Company") for the purpose of making and maintaining (amongst other railways) a railway referred to in the said Bill as Railway No. 5 And whereas the Middleton Company are the owners in fee simple of the lands in the parish of Leeds in the west riding of the county of York which are specified and coloured pink yellow and blue in a certain plan marked A which has been signed by Mr. Marshall Nicholson (the secretary and managing director of the Middleton Company) and the said Joseph Charlesworth and Humphrey Brooke Firman and also of certain other lands in the said parish and in the parish of Rothwell south of Hunslet Moor And whereas the Middleton Company are also the owners of the waggonway which runs over the greater part of the said lands and which is used by the Middleton Company for the conveyance of coal and other traffic And whereas the Railway No. 5 as intended to be made will run over the said lands and it is proposed that the said lands and waggonway shall be acquired by the railway Company for the purposes of the said railway Now it is hereby agreed between the parties hereto as follows:—

1. The promoters shall use their best endeavours to obtain in the present session of Parliament an Act incorporating the Railway Company and authorising the Railway No. 5.

2. The Middleton Company shall sell and the Railway Company shall purchase within the period limited in the special Act at the price of one hundred thousand pounds the said lands together with the said waggonway Except that the mines seams and beds of coal ironstone fireclay metals metalliferous substances ores and minerals lying and being within and under the said lands which are to be reserved to the Middleton Company together with full powers of working and getting the same by means of underground workings only and in the most approved manner known in the neighbourhood for the time being

[46 & 47 VICT.] *East and West Yorkshire Union* [Ch. clxvi.]
Railways Act, 1883.

and upon giving the notice required by the Railways Clauses Consolidation Act 1845 and together also with liberty to use any such underground workings for the transit of other minerals belonging to the Middleton Company or their assigns Provided always that the above-mentioned reservations shall not apply to any mines seams and beds of coal ironstone fireclay metals metal-liferous substances ores and minerals worked in the construction of the Railway No. 5. A.D. 1883.

3. The said purchase is not to include the rails plates sleepers and appliances of the said waggonway of the Middleton Company except such as the Railway Company may require for the purpose of rearranging or reforming the waggonway of the Middleton Company and the Middleton Company shall be at liberty to remove such rails plates sleepers and appliances as shall not be so required.

4. It shall be provided by the Bill that Railways Nos. 1 2 and 3 shall not be opened for traffic until Railway No. 5 shall have been completed without the consent in writing of the Middleton Company.

5. The Railway Company shall be at liberty at any time within three years from the passing of the special Act to take for the purposes of their undertaking and without any additional payment the coal staith office and weigh-house belonging to the Middleton Company which are situate in Great Wilson Street in the borough of Leeds and which are specified and coloured yellow in the said plan Provided always that before such last-mentioned property or any part thereof shall be taken as aforesaid the Railway Company shall at their own expense provide on the site as near to the said staith as practicable and in an equally good and convenient position to be settled in case of difference by arbitration in manner herein-after mentioned another coal staith of not less area and with equally good offices weigh-house accommodation and appliances and shall convey the same to the Middleton Company their successors and assigns in fee.

6. The Railway Company shall also be at liberty at any time within three years from the passing of the special Act to take for the purposes of their undertaking and without any additional payment the coal staith office agent's dwelling-house and weigh-house belonging to the Middleton Company which are situate at Hunslet and are specified and coloured blue in the said plan provided always that before such last-mentioned property or any part thereof shall be taken as aforesaid the Railway Company shall at their own expense convey a site as near to the last-mentioned staith as practicable and in an equally good and convenient position to be settled in case of difference by arbitration in manner herein-after mentioned another coal staith with equally good offices dwelling-house weigh-house accommodation and appliances covering an area of not less than one acre to the Middleton Company their successors and assigns in fee.

7. The lands lying to the south of Hunslet Moor required by the Railway Company are estimated to contain twelve and a half acres If it shall be found that such lands contain less than twelve and a half acres the Railway Company shall be entitled to take without any additional payment a sufficient quantity of

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883. the adjacent lands of the Middleton Company to make up the full amount of twelve and a half acres. The Railway Company shall also at any time within three years from the passing of the special Act have the option of purchasing and taking for the purposes of their undertaking any other lands of the Middleton Company lying to the south of Hunslet Moor at the price of three shillings for every square yard of land so purchased and taken beyond the said amount of twelve and a half acres but the Railway Company shall make good all ways and works belonging to the Middleton Company they may interfere with south of Hunslet Moor and compensate the Middleton Company for any buildings which they may require to purchase.

8. All property taken by the Railway Company under the three last preceding clauses of this agreement or any of them shall be taken subject to the like exceptions and reservations in favour of the Middleton Company as are mentioned in clause 2 of this agreement.

9. The lands purchased or taken by the Railway Company shall be taken subject to all public or other rights of way or easements (if any) affecting the same.

10. The respective titles to the said lands shall commence as follows namely As to that part of the property agreed to be sold as is known as the Leeds Old Pottery with six several indentures dated respectively the first day of October one thousand eight hundred and seventy-four as to the parts of such property immediately adjoining the said Leeds Old Pottery on the north and south sides thereof with an indenture dated the thirteenth day of December one thousand eight hundred and sixty-four and made between the Right Honourable Richard Monckton Milnes Lord Houghton Baron Houghton of the first part Robert Plummer of the second part and Francis William Tetley of the third part As to the respective parts of such property south of Hunslet Moor as are respectively comprised in the following deeds with (1) an indenture dated the second day of August one thousand eight hundred and seventy-two and made between George Carter of the first part Alfred Carter of the second part and the Middleton Estate and Colliery Company Limited of the third part (2) an indenture dated the twenty-fourth day of April one thousand eight hundred and seventy-three and made between Charles Fortescue Tagart Henry Webster Blackburn and William Naylor of the first part the said Henry Webster Blackburn and Sarah Naylor of the second part and the Middleton Estate and Colliery Company Limited of the third part and (3) an indenture dated the twenty-second day of June one thousand eight hundred and seventy-four and made between John Stewart Hardy William Wickham Wickham Reginald Hardy and John Dawson (the trustees of the Low Moor Company) of the first part the said Low Moor Company of the second part and the Middleton Estate and Colliery Company Limited of the third part As to one undivided eighth part of Hunslet Moor with an indenture dated the fifth day of August one thousand eight hundred and seventy-three and made between the Reverend Edward Armitage and the Reverend Arthur Armitage of the first part Edward Armitage of the second part Edward Armitage of Farnley of the third part the Reverend Edward Henry Armitage of the fourth part William Armitage of the fifth part Harry Wormald Wormald of the sixth part and the Middleton

Estate and Colliery Company Limited of the seventh part And as to the remainder of the property to be sold with an indenture dated the fourteenth day of August one thousand eight hundred and sixty-five and made between Robert Plummer of the first part John Clayton of the second part Ellen Bulmer and William Bramwell Ferguson of the third part and Francis William Tetley of the fourth part and the Railway Company shall not be entitled to investigate or to make any requisition or objection in respect of the earlier titles or any of them whether the same appear by recital or otherwise do not appear at all and the several properties agreed to be sold shall be taken by the Railway Company subject to all existing tenancies tenant right land tax tithe and other small out-payments And the Railway Company shall assume that every former owner of any part of the property agreed to be sold whose widow if any would have been entitled to dower or freebench and is not mentioned in the title did not leave a widow Such of the muniments of title as relate exclusively to any part of the property shall on completion of the purchase be delivered to the Railway Company all other muniments of title in the hands of the Middleton Company shall be retained by them and they will give the usual acknowledgment for the production and custody thereof. A.D. 1883.

11. The purchase money shall be paid by the Railway Company to the Middleton Company in the following instalments namely one equal third part thereof upon the Railway Company taking possession of any part of the property another equal third part thereof at the expiration of six calendar months from the time when such last-mentioned possession be taken and the remaining one equal third part thereof at the expiration of six calendar months from the time when such second instalment became due but in any event the whole of the said purchase money shall be paid at the expiration of three years from the passing of the special Act and if from any cause whatever the said three respective instalments shall not be paid when they shall respectively become due as aforesaid the Railway Company shall pay interest at the rate of four per cent. per annum on such part or respective parts of the said purchase money as shall become in arrear from the respective times of their respectively becoming due until payment thereof respectively And that on receipt of the second and third instalments respectively the Middleton Company shall account to the Railway Company for the proportion of the rents received by them in respect of the whole of the property equivalent to the amount of purchase money paid.

12. The Railway Company shall where necessary construct and at all times maintain suitable branch lines and junctions with all necessary and proper signals switches and appliances connecting the Railway No. 5 with the Meadow Lane Gasworks and the Leeds Ironworks respectively so as to enable the Middleton Company or their assigns to supply coal to those works respectively with equal convenience as they now can supply the same from the said waggonway.

13. In constructing the Railway No. 5 the Railway Company shall make a proper and sufficient station for passengers and goods with all necessary and proper siding accommodation and appliances at such point near the Broom Pit at Middleton belonging to the Middleton Company as shall be decided upon by the engineer of the Railway Company and the secretary of the Middleton Company or in case they differ then by Mr. William Edward Garforth of Normanton civil engineer or failing him by some other civil engineer to be nominated by

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883. the President for the time being of the Institute of Civil Engineers in London and the Railway Company shall at all times maintain and use the said station and give all proper facilities for passenger and goods traffic to and from the same and two passenger trains each way at least shall stop at the said station daily for the purpose of taking up and setting down passengers.

14. The Railway Company shall construct proper bridges or arches for carrying over or under the said railway the following roads which are situate in the parish of Rothwell aforesaid that is to say:—

(A.) The road leading from Belle Isle to Sough Lane Head.

(B.) The road leading from Belle Isle to Hunslet Carr.

15. The Railway Company shall at all times at their own expense provide proper signalmen and pointsmen and all necessary accommodation at the several junctions herein-before mentioned for the interchange and forwarding of the traffic of the Middleton Company or their assigns and shall forward such traffic with all reasonable despatch.

16. In constructing the Railway No. 5 through the lands of the Middleton Company situate on the south of Hunslet Moor the course of line shall be fixed by the engineer of the Railway Company and some person appointed by the Middleton Company and in case they cannot agree then the same shall be fixed by arbitration in manner herein-after provided.

17. All the branch lines sidings staiths stations bridges arches and other accommodation works to be constructed in pursuance of this agreement and all other works to be executed by the Railway Company for the accommodation of the Middleton Company shall be carried out and done under the direction and to the satisfaction of the engineer of the Railway Company and the secretary of the Middleton Company or in case they differ then of the said Mr. William Edward Garforth or failing him of some other civil engineer to be nominated by the President of the said Institute of Civil Engineers and the decision of the said William Edward Garforth or such other civil engineer as aforesaid upon any question shall be final and conclusive.

18. During the construction of the Railway No. 5 and the other works herein-before mentioned the Railway Company shall interfere as little as possible with the transit of the Middleton Company's traffic over the said waggonway and if and whenever the said waggonway or any part thereof shall from any cause whatever be stopped by the Railway Company they shall at their own expense cart the said traffic and shall bear all the expense of unloading and re-loading the same and shall forward the same with all reasonable despatch so that the Middleton Company may not be subjected to any additional expense or unnecessary delay in the transport of their said traffic.

19. The Middleton Company and their assigns shall be entitled at all times free from toll to run over and use with their engines waggons and carriages of every description such part of the Railway No. 5 as lies northward of the junction of that railway with the private railway of the Middleton Company and the junctions and connexions therewith herein-before mentioned for the transport of coal iron minerals stone bricks clay timber manure and goods of every description and the Railway Company shall perform all such services and afford all such facilities as may be necessary or reasonable for the convenient conduct of

the traffic of the Middleton Company or their assigns and shall forward such traffic with all reasonable despatch. A.D. 1883.

20. If the Railway Company shall at any time desire that instead of allowing the Middleton Company to exercise the running powers herein-before mentioned the Railway Company may on giving one calendar month's notice in writing of such desire convey all such traffic as aforesaid over the said portion of Railway No. 5 the Middleton Company providing their own waggons and carriages and the said junctions and connexions therewith herein-before mentioned or such part or parts thereof as may be required free of tolls and all charges whether terminal or otherwise and the Railway Company shall convey the said traffic with all despatch and shall not subject the same to any unnecessary obstruction or delay.

21. In construing this agreement the assigns of the Middleton Company shall be taken to mean and include the owners or lessees for the time being of any of the coal pits or mines seams or beds of coal now belonging or leased to the Middleton Company.

22. The Railway Company shall pay to the Middleton Company all their costs charges and expenses of and incident to the preparation and execution of this agreement and a counterpart thereof and the preliminary negotiations for the same and of and incident to carrying this agreement into effect.

23. The right of the Middleton Company to petition either House of Parliament and be heard before any Committee thereof with regard to the clauses or provisions of the said Bill shall not be prejudiced by reason of this agreement or anything herein contained or of any negotiations with the promoters or otherwise.

24. Effect shall be given to this agreement so far as it requires confirmation by Parliament by clauses and amendments in the pending Bill and especially subject to the reference next herein-after mentioned effect shall so be given to the stipulations contained in articles 13 to 21 inclusive.

The clauses and amendments necessary for this purpose shall be settled by the respective parliamentary agents on behalf of the promoters and the Middleton Company respectively or if they are unable to agree to the same then by some other parliamentary agent or counsel to be agreed upon between them.

25. All the stipulations herein-before contained are to be considered as conditional on the special Act authorising the Railway No. 5 being obtained in the present session of Parliament and the amount of capital thereby authorised to be subscribed being subscribed and in case such Act shall not be passed as aforesaid or the said amount of capital shall not be subscribed the promoters shall pay to the Middleton Company their costs charges and expenses of and incident to the preparation and execution of this agreement and a counterpart thereof and the preliminary negotiations for the same.

26. Any difference which may arise between the Middleton Company and the promoters with respect to the amount of any costs charges or expenses payable under this agreement shall be settled and determined by the parliamentary agents of the promoters and the Middleton Company respectively or if they cannot agree by one of the taxing officers of Parliament.

27. If any dispute or difference shall arise respecting the position of the said coal staiths to be substituted for those herein-before mentioned or either of them

[Ch. clxvi.] *East and West Yorkshire Union* [46 & 47 VICT.]
Railways Act, 1883.

A.D. 1883. or as to the actual point of junction south of Hunslet Moor or the compensation under clause 7 or the construction of any of the clauses and provisoes herein contained the same shall be respectively referred to and fixed and settled by two indifferent persons of skill and judgment one to be chosen by the said Middleton Company their successors or assigns and the other by the Railway Company their successors or assigns and in case such referees cannot agree upon the matter in difference within twenty-one days next after the same shall be so referred to them as aforesaid then by such one indifferent person as the said referees shall by writing before they begin to act nominate as umpire between them pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof.

In witness whereof the Middleton Estate and Colliery Company Limited have hereto affixed their common seal and the said Joseph Charlesworth and Humphrey Brooke Firman have hereunto set their hands and seals the day and year first above written.

The common seal of the Middleton Estate
and Colliery Company Limited was
affixed hereto in the presence of

JOHN RHODES }
GEORGE MARCH } Directors
MARSHALL NICHOLSON }
Secretary }

L.S.

Signed sealed and delivered by the said
JOSEPH CHARLESWORTH in the pre-
sence of

T. GREENWOOD TEALE }
Solicitor }
Leeds }
GEO. HIRD NELSON }
Solicitor }
Leeds }

JOSEPH
CHARLESWORTH

L.S.

Signed sealed and delivered by the said
HUMPHREY BROOKE FIRMAN in the
presence of

BEN DAY }
Solicitor }
Clerk with Messrs. Teale and }
Appleton Solicitors Leeds }

H. B. FIRMAN

L.S.