

[50 VICT.] *Halifax High Level and North and South* [Ch. xliv.]
Junction Railway Act, 1886.



CHAPTER xliv.

An Act for conferring further powers on the Halifax High Level and North and South Junction Railway Company in relation to their Undertaking and for other purposes. A.D. 1886.
[25th September 1886.]

WHEREAS by the Halifax High Level and North and South Junction Railway Act 1884 (in this Act called "the Act of 1884") the Halifax High Level and North and South Junction Railway Company (in this Act called "the Company") were incorporated for the purpose of making and maintaining the railways (in that Act and in this Act called "the railway") by that Act authorised and for other the purposes of that Act and empowered to raise a share capital of three hundred and twenty thousand pounds and to borrow not exceeding one hundred and six thousand six hundred and sixty-six pounds;

And whereas the period limited for the compulsory purchase of lands for the purposes of the Act of 1884 will expire on the seventh day of August one thousand eight hundred and eighty-seven and the period limited for the completion of the railway will expire on the seventh day of August one thousand eight hundred and eighty-nine and it is expedient that those respective periods be extended as by this Act provided;

And whereas it is expedient that the Company on the one hand and the Great Northern Railway Company and the Lancashire and Yorkshire Railway Company or either of those Companies on the other hand be authorised to enter into working and other agreements as by this Act provided;

And whereas it is expedient that the agreement a copy of which is set forth in the schedule to this Act be confirmed;

And whereas by the Act of 1884 (section 58) it is enacted that no interest or dividend shall be paid out of any share or loan capital which the Company are by that or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the

A.D. 1886. — shares held by him but that nothing in that 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;

And whereas it is expedient that section 58 of the Act of 1884 be repealed and that the Company be authorised subject to the provisions of this Act to pay interest upon the amount paid up from time to time in respect of shares in their capital as by this Act provided;

And whereas an estimate has been prepared on behalf of the Company of the amount which will be required for the purpose of such payment of interest and such estimate amounts to sixteen thousand pounds;

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:

Short title. 1. This Act may be cited as the Halifax High Level and North and South Junction Railway Act 1886.

Incorporation of parts of Act. 2. Part 2 (relating to extension of time) and Part 3 (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 partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Period for compulsory purchase of lands. 4. Except as herein-after otherwise expressly provided the powers of the Company for the compulsory purchase of lands for the purposes of the Act of 1884 are by this Act extended and may be exercised within but shall not be exercised after the expiration of three years from the seventh day of August one thousand eight hundred and eighty-seven. Provided that such extension shall not except as herein-after mentioned apply to any of the lands mentioned or referred to in section 41 (for protection of trustees and executors of Matthew Todd) of the Act of 1884 and that section shall be read and have effect as if the word "four" had been inserted in sub-section 1 thereof instead of the word "two."

5. Section 39 (for the protection of the Birks Hall Estate) of the Act of 1884 is by this Act repealed and in lieu thereof be it enacted as follows:—

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For the protection of the Birks Hall Estate.

The Company shall not under the powers of the Act of 1884 or this Act enter upon take or use any lands or property belonging or reputed to belong to Herbert Edward Rhodes at Birks Hall Halifax comprised within the red boundary line shown on the plan signed in duplicate by Horace Melville Smith on behalf of the Company and by George Edward Emmet on behalf of the said Herbert Edward Rhodes and a copy of which is held by each of them the Company and the said Herbert Edward Rhodes after the expiration of one year and six months from the passing of this Act otherwise than by agreement and if the Company shall within the said period of one year and six months enter upon take or use any of such lands or property they shall take the whole of the lands buildings and property shown on the said plan and comprised within the said red boundary line and pay compensation for the same under the provisions of the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 with respect to the purchase and taking of lands otherwise than by agreement and in that event the said Herbert Edward Rhodes shall sell the whole of the said lands buildings and property to the Company accordingly and nothing in this Act shall authorise the Company or their contractors except with the consent of the said Herbert Edward Rhodes to commence or execute any works whatsoever temporary or permanent upon any of the said lands buildings and property of the said Herbert Edward Rhodes until the Company shall have paid to the said Herbert Edward Rhodes or secured to his satisfaction the compensation money so agreed upon or settled as aforesaid.

6. The period limited by the Act of 1884 for the completion of the railway is by this Act extended and the railway may and shall be completed within three years from the seventh day of August one thousand eight hundred and eighty-nine and on the expiration of that period the powers by the Act of 1884 and this Act granted to the Company for [executing the railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed and sections 42 and 43 of the Act of 1884 shall be read and have effect as if the period by this Act limited for the completion of the railway had been the period by that Act limited.

Extension of time for completion of works.

7. (1.) The Company shall not under the powers of the Act of 1884 as extended by this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not

As to taking houses of labouring class.

A.D. 1886. — being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced;

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5) If the Company acquire or appropriate any house or houses for the purposes of the Act of 1884 in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be

recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom ; A.D. 1886.

Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking ;

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment ;

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the

A.D. 1886. — provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

(12) Section 34 (Notice to be given of taking of houses of labouring classes) and section 35 (Company to procure accommodation for persons of the labouring classes to be displaced) of the Act of 1884 are by this Act repealed.

Agreements
with other
companies.

8. The Company on the one hand and the Great Northern Railway Company and the Lancashire and Yorkshire Railway Company or either of those companies on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say) :—

The management use working and maintenance by any or either of the contracting companies of the railways and works of the Company or any of them or any part or parts thereof respectively;
The supply during the continuance and for the purposes of any agreement for the working or use of any railway by any of the contracting companies of any rolling or working stock and of officers and servants necessary for the conduct of the traffic on such railway;

The payments to be made and the conditions to be performed with respect to the matters aforesaid;

The interchange accommodation conveyance and delivery of the traffic coming from or destined for the respective undertakings of the contracting companies;

The fixing and division between the contracting companies of the receipts arising from such traffic ; A.D. 1886.

The payments allowances rebates and drawbacks to be paid made or allowed by any or either of the contracting companies to the other or others of them for or on account of any of the matters to which the respective agreement relates.

9. The agreement as set forth in the schedule to this Act is by this Act confirmed and made binding on the companies parties thereto. Provided always that the agreement shall notwithstanding anything therein contained be subject to revision by the Railway Commissioners in the manner provided by section 27 of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873. Confirmation of agreement in schedule.

10. Where under the provisions of this Act or of any agreement made in pursuance of this Act traffic is conveyed partly on the railway of the Company and partly on the railway of any other company the railway of the Company and the railway of such other 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 railway of the Company and partly on the railway of any other 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 railway of the Company and partly on the railway of any other company. Tolls on traffic conveyed partly on railway of Company and partly on other railways.

11. Section 58 of the Act of 1884 is by this Act repealed.

Repeal of section 58 of Act of 1884.

12. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 the Company may out of the moneys by the Act of 1884 authorised to be raised pay interest at such rate not exceeding four pounds per centum per annum as the directors may determine to the shareholders on the amount from time to time paid up on the shares held by them respectively from the respective times of such payments until the expiration of the time by this Act limited for the completion of the railway or such less period as the directors may determine subject to the following conditions (that is to say) :— Payment of interest out of capital.

(a) The aggregate amount to be so paid in interest shall not exceed sixteen thousand pounds and shall not be deemed to be

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capital within the meaning of section 18 of the Act of 1884 and the amount by that section authorised to be borrowed shall be reduced by one third of the aggregate amount payable for interest :

- (b) Any such interest shall not begin to accrue until the Company have obtained a certificate of the Board of Trade to the effect that two thirds of the share capital of the Company in respect of which such interest may be paid have been actually issued and accepted and are held by the shareholders who or whose executors administrators successors or assigns are legally liable for the same :
- (c) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (d) Every prospectus advertisement or other document of the Company inviting subscriptions for shares and every certificate of shares shall contain a notice that the Company has power so to pay interest out of capital :
- (e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which such interest has been paid :

And except as aforesaid no interest or dividend shall be paid out of any share or loan capital which the Company have been or may be authorised to raise 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.

Provision as
to general
Railway
Acts.

13. Nothing in this Act contained shall exempt any company mentioned in this Act or the railway of any such company 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 any Act relating to the said companies respectively.

Costs of Act.

14. All the costs charges and expenses preliminary to and of and incident to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made the twentieth day of August one thousand eight hundred and eighty-six between the Halifax High Level and North and South Junction Railway Company herein-after called "the Halifax Company" of the one part and the Great Northern Railway Company herein-after called "the Great Northern Company" and the Lancashire and Yorkshire Railway Company herein-after called "the Lancashire Company" and which last-named companies are together herein-after referred to as "the Working Companies" of the other part Whereas the Halifax Company were by the Halifax High Level and North and South Junction Railway Act 1884 herein-after called "the said Act of 1884" empowered to construct in the west riding of the county of York the following railways (that is to say) :—

Railway No. 1 A railway one mile five furlongs nine chains and seventy links in length wholly situate in the parish and borough of Halifax in the west riding of the county of York commencing in the township of Halifax by a junction with the Railway No. 2 authorised by the Hull Barnsley and West Riding Junction Railway and Dock (New Works) Act 1882 at the termination of that authorised railway at or near the south side of George Street Halifax at a point about fifteen yards east of the entrance door to the Union Bank in that street and terminating in the township of Ovenden in a field called or known by the name of Upper Tinkler Royd and at or near the south-east side of Wood Lane and at a point sixty yards or thereabouts from and to the north-east of the junction of Wood Lane with Doctor Hill.

Railway No. 2 A railway one mile two furlongs and one chain in length wholly situate in the said township of Ovenden and parish of Halifax commencing by a junction with the said Railway No. 1 at the termination thereof as above described and terminating in a field called or known as the Watkinson Hall Park and at or near a point two hundred and sixty-four yards or thereabouts from and to the north-east of the north-eastern angle of the Moorside schools the property of the Ovenden School Board and three hundred and seventy-four yards or thereabouts measured in a north-easterly direction from the junction of Moor Lane with the road leading from Ovenden Cross to Illingworth.

Railway No. 3 A railway four furlongs three chains and fifty links in length wholly situate in the said township of Ovenden and parish of Halifax commencing by a junction with the said Railway No. 2 at the termination thereof as above described and terminating by a junction with the Halifax Thornton and Keighley line of the Great Northern Company at a point fifteen yards or thereabouts from and to the south of the bridge

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carrying the road leading from Holmfield Mills to Holdsworth over that line and two hundred and fifteen yards or thereabouts from and to the north of the north end of the Holmfield passenger station buildings.

Railway No. 4 A railway one mile four furlongs seven chains and ninety links in length wholly situate in the said parish and borough of Halifax commencing in the township of Ovenden by a junction with the said Railway No. 2 at the commencement thereof as above described and terminating in the township of Halifax in a field called or known as the Four Days' Work (and in that portion thereof which is now used as a nursery garden) and at a point forty yards or thereabouts measured in a westerly direction from a point in the centre of Queen's Road which is one hundred yards or thereabouts from the junction of Queen's Road with King Cross Road.

Railway No. 5 A railway two furlongs two chains and twenty links in length wholly situate in the said parish of Halifax commencing in the said township of Ovenden by a junction with the said Railway No. 2 at the termination thereof as above described and terminating in the said township of Ovenden at or near the southern boundary of the station ground of the Holmfield goods station at a point fifteen yards or thereabouts east of the east end of the row of cottages known as Spindlepoint.

And whereas none of the said railways have yet been constructed.

And whereas the Halifax Company are promoting a Bill in the present session of Parliament for procuring amongst other things an extension of the time limited by the said Act of 1884 for the compulsory purchase of lands and the completion of the said railways respectively.

And whereas it is not proposed at present to proceed with the construction of either of the said Railways No. 1 or No. 3.

And whereas the Halifax and Ovenden Junction Railway which extends from Holmfield Station aforesaid to Halifax Station is the joint property of the Working Companies and the said Halifax Station is the property of the Lancashire Company subject to powers of user by the Great Northern Company.

And whereas the Halifax Company have requested the Working Companies to undertake the working when constructed of such of the railways authorised by the said Act of 1884 as are herein-after described which the Working Companies are willing to do upon the terms and conditions herein-after appearing.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AND DECLARED between and by the Halifax Company and the Working Companies as follows that is to say;—

1. The expression "the said railway" whenever herein made use of shall mean and include the system of railways constituted by the several railways described in the said Act of 1884 as Railway No. 4 Railway No. 2 and Railway No. 5 (including a junction with the said Halifax and Ovenden Junction Railway at a point to be determined by the Working Companies on the southern side of the said Holmfield Station and such deviations if any from such railways respectively as may be agreed to by the Working Companies with the sanction (if necessary) of Parliament) and also the stations sidings

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approaches yards buildings junctions lands works and conveniences connected therewith. A.D. 1886.

2. The Halifax Company shall at their own expense use their best endeavours in the present session of Parliament to obtain such an extension of time (not exceeding a three years' extension) for the exercise of the powers conferred upon them by the said Act of 1884 as shall be requisite to enable them duly to carry this agreement into effect and also to obtain powers to enter into working and traffic arrangements with the Working Companies with respect to the said railway and also to obtain Parliamentary sanction to this agreement.

3. Subject to the obtaining of such extension of time as aforesaid and immediately upon the subscription of the requisite capital the Halifax Company shall out of the first moneys raised by them under their Parliamentary powers after paying costs and expenses acquire all necessary land and construct and within the period authorised by Parliament complete as a double line on the usual gauge the whole of the said railway except only such part of the said Railway No. 5 and the said junction with the Halifax and Ovenden Junction Railway as is intended to be constructed upon land belonging to the Working Companies and which last-mentioned portion of the said railway shall be constructed by and at the expense of the Working Companies within the period aforesaid and so as to be ready for use so soon as the other portions are completed and shall be maintained by them at the like expense.

4. The said railway so far as it is to be constructed by the Halifax Company shall be constructed by them in an efficient and satisfactory manner with all proper and sufficient junctions sidings stations station houses station fittings station furniture weighing machines engine and other sheds cranes water tanks water cranes cattle pens turntables signals electric telegraphs telegraph instruments residences for gatekeepers at level crossings and all other works appliances and conveniences so that the said railway shall be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and shall also be constructed to the reasonable satisfaction of the engineer for the time being of the Working Companies.

5. Before commencing the construction of any part of the said railway or of any junction or station a complete detailed plan or plans thereof shall be submitted for approval to the engineer for the time being of the Working Companies and the reasonable requirements of the said engineer whether in respect of the nature or amount of accommodation required by the Working Companies or the mode construction or form of the railway or of any such junction or station shall be duly complied with by the Halifax Company.

6. Before the opening of the said railway for public traffic the Halifax Company shall to the reasonable satisfaction of the engineer of the Working Companies make all such arrangements as shall be proper and sufficient for enabling the Working Companies on and after the opening of the said railway for public traffic to work and use the same in accordance with these presents In the event of any difference arising between the Halifax Company and the Working Companies as to the reasonableness of or necessity for any requirement by the engineer of the Working Companies under any of the articles of this agreement such difference shall be referred to the determination of some

A.D. 1886. civil engineer to be agreed upon between the Halifax Company and the Working Companies and in the event of their failing to agree then to the determination of a civil engineer to be appointed by the Board of Trade on the application of the said Companies or any of them and the award of such engineer shall be binding and conclusive on the Halifax Company and the Working Companies.

7. No deviation shall be made by the Halifax Company except such as shall be expressly sanctioned by the Working Companies or in default of agreement shall be determined to be necessary or reasonable by the decision of an arbitrator as herein-before provided.

8. The Halifax Company shall be bound in addition to the works matters and things herein-before undertaken by them to do all things necessary to comply with the requirements of any Act of Parliament or of the Board of Trade in reference to deviations or alterations of roads or which may be otherwise necessary to be done not being any matter or thing comprised in the next succeeding article.

9. If and whenever after the opening of the said railway for public traffic the Working Companies shall require any additional or improved stations or any additional sidings or other works or conveniences for the due development or the safe convenient or economical reception accommodation conveyance or delivery of the traffic carried or to be carried over the said railway the same shall at the request of the Working Companies be provided and completed by and at the expense of the Halifax Company to the reasonable satisfaction of the engineer of the Working Companies.

10. Any works constructed pursuant to either of the two preceding articles shall when completed for the purpose of these presents be deemed to be part of the said railway and in the event of difference between the Halifax Company and the Working Companies as to the necessity for or the extent or mode of carrying out such works or as to any of the provisions of either of the said articles the same shall be referred to arbitration as herein-before provided Provided always that in case the Halifax Company shall (if and when it shall have been agreed or settled by arbitration that any such works are to be constructed) fail or decline to execute the same it shall be lawful for the Working Companies if they think fit themselves to execute the same And the Halifax Company shall upon demand repay to the Working Companies all sums of money properly expended by them in that behalf or the Working Companies may in their accounts charge the Halifax Company with the amounts so expended by them and in arriving at the sums from time to time payable by them to the Halifax Company under this agreement shall be entitled to deduct the amounts so expended from the sum or sums which would otherwise have been payable to the Halifax Company and all such sums to be so expended as aforesaid by the Working Companies shall carry interest at the rate of four per cent. per annum from the respective times when the same shall have been advanced and paid by them to the respective times of the repayment thereof or of the same being deducted and credited in account as aforesaid.

11. After the completion of the railway and the opening thereof for public traffic the same (except only as to that portion thereof which is to be constructed by the Working Companies as herein-before is provided) shall for

twelve calendar months thereafter be maintained by and at the cost of the Halifax Company in substantial repair and in good working order and condition and thenceforth during the continuance of this agreement the said railway shall be maintained in substantial repair and in good working order and condition by the Working Companies. But in the event of the Halifax Company or their contractor failing to maintain the said railway in an efficient manner agreeably to these conditions then it shall be lawful for the Working Companies to execute all such works as may be necessary for the due maintenance of the said railway and thereupon the Working Companies shall be entitled in their accounts to charge the Halifax Company with all costs thereby properly incurred and on arriving at the sums from time to time payable by them to the Halifax Company to deduct such costs from the sum or sums of money which would otherwise have been payable to the Halifax Company under this agreement.

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12. On and after the opening of the said railway for public traffic the Working Companies shall take and during the continuance of this agreement retain possession of the same as if it were their own joint line of railway and shall during the continuance of this agreement work and use the same and convey traffic thereon in a proper safe and convenient manner and so as to develop and accommodate the through and local traffic of the district served by the said railway to the best advantage and shall be entitled to retain all revenue of every kind derived therefrom except only the rents of superfluous land if any for their own use and benefit.

13. On and after the opening of the railway for public traffic the Working Companies shall during the continuance of this agreement at their own cost provide and employ all station masters booking clerks porters engine drivers guards watchmen and servants and all other requisite officers and staff other than the secretary of the Halifax Company and his staff and shall also provide all such locomotive power engines carriages trucks rolling stock plant stores material and labour as shall be proper and sufficient for the working and user of the said railway by the Working Companies and the reception accommodation conveyance and delivery by them of the traffic thereon.

14. The Halifax Company shall pay and discharge or redeem all rent-charges chief rents interest tithes tithe rentcharges and land tax or other charges properly attributable to capital or usually paid by landowners and the expenses of the conduct and management by them of all affairs solely relating to the Halifax Company and if the Working Companies or either of them shall be required to pay any such charges the amount so paid shall be repaid by the Halifax Company or at the option of the Working Companies the same may be deducted from any sums payable by them to the Halifax Company.

15. The Working Companies shall pay all the working expenses of the said railway including all rates taxes and assessments thereon and other outgoings usually paid by tenants or properly chargeable against revenue.

16. No land belonging to the Halifax Company within the limits of deviation of the said railway shall be disposed of by them as superfluous land during the continuance of this agreement unless either the same shall be admitted or determined by arbitration to be land which ought not reasonably to be retained for the purposes of the undertaking or the consent in writing of the Working

A.D. 1886. — Companies shall have been obtained or the Working Companies shall (after having had all reasonable opportunity) have declined to signify their option herein-after mentioned to purchase within a reasonable time (before the expiration of the period limited by statute for sale of superfluous land) and until any such superfluous land shall have been sold or brought into actual use for the purposes of the said railway or the business thereof all rents derivable therefrom shall belong solely to and be received by the Halifax Company. The Working Companies shall be entitled to the first option to purchase any such superfluous land subject only to the rights if any of adjoining owners the release whereof the Halifax Company may not have been able to obtain. But the Halifax Company shall wherever practicable at the time of the purchase by them of any land obtain from the vendor a release of all right of pre-emption or repurchase of any part thereof thereafter becoming superfluous land.

17. The Working Companies shall during the continuance of this agreement provide a reasonable passenger train service upon the said railway and which shall afford connections with a reasonable number of trains on the adjacent lines of railway worked or owned by them or either of them and for the purposes aforesaid the Working Companies shall make provision for through booking and through tickets and so far as may reasonably be required for through carriages.

18. The Halifax Company shall not during the continuance of this agreement without the consent in writing of the Working Companies undertake or promote or concur in the promotion of any extension of the said railway.

19. The Working Companies shall assume the burden of all obligations to which the Halifax Company is now subject or may be subjected with respect to the conveyance over the said railway of troops police or mails or other Government service.

20. The Working Companies shall indemnify and save harmless the Halifax Company against and from any loss charges damages or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the Working Companies or either of them or of any person employed by them and reciprocally the Halifax Company shall indemnify and save harmless the Working Companies against and from any like losses damages charges or expenses occasioned by the wrongful act neglect or default of the Halifax Company.

21. All tolls fares rates and charges in respect of the traffic of every kind both through and local upon the said railway shall from time to time be fixed by the Working Companies.

22. The Working Companies shall during the continuance of this agreement by way of consideration for the use of the said railway pay or allow to the Halifax Company upon all traffic both through and local upon the said railway the following rates or sums that is to say :—

	s.	d.
(a) On general goods traffic either local or carried for less than 40 miles over any line or lines belonging to the Working Companies or either of them and also carried over any part of the said railway	-	-
	-	per ton
	1	2

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s. d.

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- (b) On general goods traffic carried for more than 40 miles over any line or lines belonging to the Working Companies or either of them and also carried over any part of the said railway - per ton 1 6
- (c) On all mineral traffic carried over any part of the said railway per ton 0 8
- (d) On all coal traffic carried over any part of the said railway per ton 0 4
- (e) On all local passenger traffic carried over any part of the said railway fifty per cent. of the fare actually charged by the Working Companies.
- (f) On all through passenger traffic carried over any part of the said railway fifty per cent. of the mileage proportion earned by the said railway in respect of every passenger out of the full fare charged for the entire distance travelled.

23. In case in any year during the continuance of this agreement the aggregate sums payable for that year as herein-before provided by the Working Companies to the Halifax Company shall not amount to three and a quarter per cent. upon the capital sum expended by the Halifax Company in and about the construction of the said railway and the other matters in these presents undertaken by them (and which capital sum shall for the purposes of this article be limited as herein-after expressly provided and as so limited is herein-after referred to as "the limited capital sum") then and in such case the Working Companies shall pay or allow to the Halifax Company such an additional sum as shall be sufficient to make up the difference between the aggregate sums so payable to the Halifax Company for that year and three and a quarter per cent. upon the limited capital sum.

24. The limited capital sum mentioned in the last article shall be the actual and bonâ fide expenditure of the Halifax Company in sterling money in and about the construction of the said railway and works together with the reasonable costs and expenses (including a sum of not exceeding five thousand pounds to be set aside and invested for administrative purposes) incurred and other monies reasonably and lawfully paid in and about the affairs of the Halifax Company up to the completion of the said railway not exceeding two hundred and seventy thousand pounds. Provided that if by reason of the Halifax Company being required after the completion and opening of the said railway by the Working Companies under the provisions of this agreement to expend in providing station or siding accommodation or additional works or conveniences a greater sum than sixty thousand pounds then and in that case the amount which the Halifax Company shall have been so required to expend and shall have actually expended in such station or siding accommodation or additional works or conveniences in excess of sixty thousand pounds shall be added to the limited capital sum.

25. If in any year the sums received by or payable to the Halifax Company in respect of traffic as aforesaid shall have exceeded $3\frac{1}{2}$ per cent. upon the limited capital sum as defined in the last preceding article with such addition thereto (if any) as mentioned in that article then and in such case the amount of such excess shall from time to time be applied so far as the same will extend in repayment to the Working Companies of any sums already paid by them

A.D. 1886. to the Halifax Company for the purpose of making up the equivalent of $3\frac{1}{2}$ per cent. as aforesaid.

26. The Working Companies and the Halifax Company shall at all times during the continuance of this agreement keep regular books accounts and vouchers proper and sufficient for the purpose of duly carrying this agreement into effect which books accounts and vouchers shall at all reasonable times be open for the inspection and transcription by the directors and agents of the other companies or company for which inspection and transcription the respective companies shall afford all proper and sufficient facilities.

27. The Working Companies shall within two calendar months after the 30th day of June and the 31st day of December in every year transmit to the Halifax Company an accurate abstract of such of the accounts for the half years ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this agreement.

28. The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this agreement as follows that is to say for the half year ending on the 30th day of June such adjustments and payments shall be made not later than the 15th day of September next following and for the half year ending on the 31st day of December not later than the 15th day of March next following Provided always that no such payment shall in any way debar the Halifax Company on the one hand or the Working Companies on the other hand from calling attention to any mistake in the accounts upon which such payment shall have been based Provided such mistake be pointed out and an investigation demanded within 30 days after the making of such payment or after the time when such mistake could reasonably have been ascertained and if upon investigation demanded within such time as aforesaid any such mistake shall be established the same shall be rectified and the Company or Companies which as the result of such rectification shall be found to have become the debtor of the others or other for any amount shall on request pay such amount to the others or other.

29. During the continuance of this agreement the Working Companies shall have the exclusive use and enjoyment of the said railway and no powers or rights of user over any part thereof shall be conferred on the Halifax Company upon any other company whatsoever except with the consent in writing of the Working Companies If the Working Companies shall allow any other company to run over or use the said railway the Working Companies shall in respect of the traffic of such company pay and make the same rates and allowances to the Halifax Company as are by this agreement agreed to be paid to the Halifax Company in respect of traffic of the Working Companies.

30. This agreement shall continue and be in force for the period of nine hundred and ninety-nine years from the opening of the said railway for public traffic.

31. Provided always that anything herein-before contained to the contrary notwithstanding it shall be lawful for the Working Companies at any time during the continuance of this agreement after the opening of the said railway for public traffic subject to the obtaining of the sanction of Parliament and upon giving to the Halifax Company not less than six months previous notice in

writing under their respective common seals of their desire in that behalf to require the Halifax Company absolutely to sell convey and transfer to the Working Companies the whole of the said railway and undertaking and the Halifax Company shall upon the expiration of such notice sell convey and transfer the same to the Working Companies or as they shall direct accordingly. The consideration for such sale and transfer shall be the allotment to the Halifax Company or as they shall direct in equal proportions of such an amount of four per cent. preference stock or shares of the Working Companies respectively as shall be equal in nominal amount to the actual and bonâ fide expenditure in sterling money of the Halifax Company in and about the construction of the said railway as aforesaid together with the reasonable costs and expenses incurred in and about the affairs of the said company and the winding-up thereof. A.D. 1886.

32. Any special application which it may be necessary to make to Parliament for liberty to make such sale and purchase as last aforesaid may be made by all or any of the said companies parties hereto and the others or other of such companies shall to the utmost of their power assist in the promotion of such application.

33. This agreement generally shall be subject to the sanction of Parliament being obtained thereto and to such alterations as Parliament shall think fit to make therein but nevertheless if any material alteration shall be made therein by Parliament the Working Companies may elect to abandon this agreement.

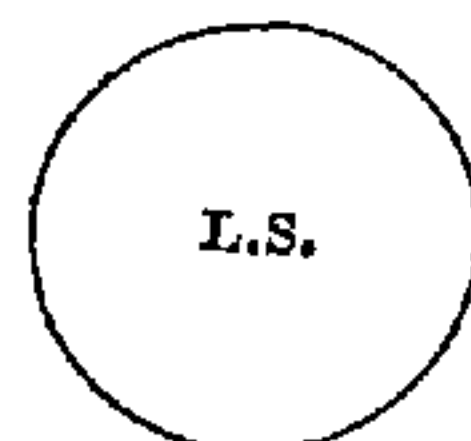
34. All matters herein-before referred to arbitration and all differences which may arise between the Halifax Company on the one hand and the Working Companies or either of them on the other hand touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of this agreement or touching the carrying into effect of any part of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment thereof or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before or otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney-General for England for the time being but save as expressly varied by this article such arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference and this article shall accordingly be and have effect as an agreement between the said companies for arbitration under that Act and this submission may be made a rule of the High Court of Justice and the costs of the arbitration and award shall be in the discretion of the arbitrator.

In witness whereof the said companies have hereunto affixed their respective common seals the day and year first above mentioned.

A.D. 1886.

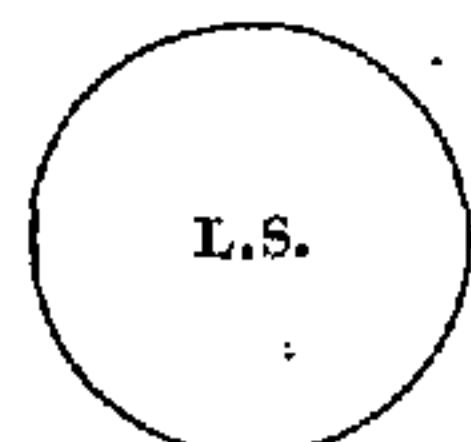
The common seal of the Halifax High Level and North and South Junction Railway Company was hereunto affixed in the presence of

WM. H. LAND,
Secretary.



The common seal of the Great Northern Railway Company was hereunto affixed in the presence of

WILLIAM H. FELLOWES,
Director.



The common seal of the Lancashire and Yorkshire Railway Company was hereunto affixed in the presence of

D. NORMAN,
Asst. Secy.

