



ANNO NONO & DECIMO

# VICTORIÆ REGINÆ.

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*Cap. cccxc.*

An Act for making certain Lines of Railway in the West Riding of the County of *York*, to be called "*The West Riding Union Railways.*"

[18th *August* 1846.]

**W**HEREAS the making of Railways to connect the Towns and Places of *Huddersfield, Halifax, Bradford, Lowmoor, Cleckheaton, Heckmondwicke, Dewsbury, Stanningley, Pudsey, and Leeds*, and other Districts in the West Riding of the County of *York*, with the *Manchester and Leeds* Railway, and other Railways already made or in progress of Formation, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the said Places, and by facilitating Communication between *Manchester* and *Leeds*, and more distant Towns and Places: And whereas by the *Manchester and Leeds* Railway Act, One thousand eight hundred and thirty-six, certain Persons were incorporated under the Name of the *Manchester and Leeds* Railway Company, with Power to make a Railway, to be called "*The Manchester and Leeds* Railway:" And whereas the Powers and Provisions of the said last-mentioned Act, or some of them, have been amended and extended or altered by "*The Manchester and Leeds* Railway Act, One thousand eight hundred and thirty-seven," "*The Manchester and Leeds* Railway Act, One thousand eight hundred and thirty-nine," "*The Manchester and Leeds* Railway Act, One thousand eight hundred and forty-one," "*The Manchester and Leeds* Railway Act, One thousand eight hundred and forty-four," "*The Manchester*

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and

and Leeds Railway Act, No. 1, One thousand eight hundred and forty-five," "The Manchester and Leeds Railway Act, No. 2, One thousand eight hundred and forty-five," "The Ashton, Stalybridge, and Liverpool Junction Railway Act, One thousand eight hundred and forty-four," and "The Ashton, Stalybridge, and Liverpool Junction Railway Act, One thousand eight hundred and forty-five:" And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expence, to carry such Undertaking into execution, but the same 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, That "The Companies Clauses Consolidation Act, One thousand eight hundred and forty-five," "The Lands Clauses Consolidation Act, One thousand eight hundred and forty-five," and "The Railways Clauses Consolidation Act, One thousand eight hundred and forty-five," shall be incorporated with and form Part of this Act, save as to such Parts thereof as may be modified by or inconsistent with the Provisions of this Act.

8 & 9 Vict.  
cc.16.18. and  
20. incorpo-  
rated with  
this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, Parliamentary Notices, and other Proceedings, it shall be sufficient to use the Expression "The West Riding Union Railways Act, One thousand eight hundred and forty-six."

Subscribers  
incorpo-  
rated.

III. And be it enacted, That *Henry Houldsworth, John Rhodes Ralph, Edward Akroyd, William Rand, William Firth, Lamplugh Wickham Wickham, Joseph Travis Clay, Charles Henry Jones*, and all other Persons and all Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after mentioned, with proper Works and Conveniences belonging thereto, according to the Provisions of the recited Acts and of this Act, and for other the Purposes herein and in the recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The West Riding Union Railways Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railways is Two million Pounds; be it enacted, That the Capital of the Company shall be Two million Pounds.

Number and  
Amount of  
Shares.

V. And be it enacted, That the Number of Shares into which the said Capital shall be divided shall be One hundred thousand, and the Amount of each Share shall be Twenty Pounds.

Calls.

VI. And be it enacted, That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Com-  
pany

pany may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Six hundred and sixty-six thousand six hundred and sixty-six Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Two million Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Power to borrow Money.

VIII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid up, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Fifty thousand Pounds in the whole.

Mortgagees may enforce Payment of Arrears by Appointment of a Receiver.

IX. And be it enacted, That the Number of Directors of the Company shall be Eight, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Number and Qualification of Directors.

X. And be it enacted, That it shall be lawful for the Company from Time to Time to increase the Number of Directors, provided that the Number of Directors when so increased do not exceed Eighteen.

Power to vary the Number of Directors.

XI. And be it enacted, That *Henry Houldsworth, John Rhodes Ralph, Edward Akroyd, William Rand, William Firth, Lamplugh Wickham Wickham, Joseph Travis Clay, and Charles Henry Jones* shall be the first Directors of the Company.

First Directors.

XII. And whereas Plans and Sections of the intended Railways showing the Lines and Levels thereof, and also Books of Reference thereto containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same are intended to pass, or which may be required to be taken for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the West Riding of the County of *York*; be it enacted, That, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the Company to make and maintain the said Railways and Works in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Railways to be made according to deposited Plans.

XIII. And be it enacted, That the first of such Railways shall commence at and by a Junction with the *Manchester and Leeds* Railway in the Township of *Norland* in the Parish of *Halifax* in the West Riding of the County of *York*, and shall pass through the following Parishes, Townships, and Extra-parochial Places, or some of them, (that is to say,) *Halifax, Norland, Greetland, Elland-cum-Greetland, Skircoat, Salter Hebble, Halifax, Southowram, Northowram, Hipperholme, Hipperholme-cum-Brighouse, Lightcliffe, Lidgate, Bradford,*

First Line of Railway.

Second  
Line of Rail-  
way.

*Bradford, North Bierley, Birstal, Wike, Hunsworth, Bradford, Wibsey, Wibsey Low Moor, Odsall, Bierley, East Bierley, West Bierley, Bowling, Bradford, Lester otherwise Leicester, Dike, Calverley, Calverley-cum-Farsley, Pudsey, Tyersal, Stanningley, Leeds, Bramley, Armley, Farnley, Wortley, Upper Wortley, New Wortley, Holbeck, and Leeds, all in the West Riding of the County of York, and shall terminate at or near Wellington Street in the Town of Leeds and in the Township and Parish of Leeds, and by a Junction with the Leeds, Dewsbury, and Manchester Railway at or near the crossing thereof by the Leeds and Bradford Railway in the Township of Wortley and Parish of Leeds aforesaid, and by a Junction with the Leeds and Bradford Railway in the Township of Holbeck and Parish of Leeds aforesaid; and the second of such Railways shall commence by a double Junction with the first-mentioned Railway at or near Salter Hebble in Skircoat in the said Parish of Halifax, and shall pass through the following Parishes, Townships, and Extra-parochial Places, or some of them, (that is to say,) Halifax, Skircoat, Salter Hebble, Southowram, Elland, Elland-cum-Greetland, Greetland, Fixby, Lindley, Stainland, Old Lindley, New Lindley, Quarmby, Quarmby-cum-Lindley, Lindley-cum-Quarmby, Huddersfield, Sheepridge, Deighton, Bradley, Birkby, Fartown, Hillhouse, Marsh, and Newtown, all in the said West Riding, and shall terminate by a Junction with the Huddersfield and Manchester Railway and the Huddersfield and Sheffield Junction Railway, or One of them, at the Town of Huddersfield in the Township and Parish of Huddersfield in the said West Riding; and the third of such Railways shall commence at and by a Junction with the first-mentioned Railway in the Township of Wike and Parish of Birstal, and shall pass through the following Parishes, Townships, and Extra-parochial Places, or some of them, (that is to say,) Birstal, Wike, Lower Wike, Bradford, North Bierley, Dewsbury, Clifton, Hartishead, Hartishead-cum-Clifton, Halifax, Hipperholm, Brighouse, Lightcliffe, Hipperholme-cum-Brighouse, Rastrick, and shall terminate by a Junction with the Manchester and Leeds Railway in the Township of Rastrick and Parish of Halifax aforesaid, at or near the Brighouse Station; and the fourth of such Railways shall commence by a Junction with the first-mentioned Railway at or near Low Moor in the Township of North Bierley and Parish of Bradford, and shall pass through the following Parishes, Townships, and Extra-parochial Places, or some of them, (that is to say,) Bradford, Wibsey, Wibsey Low Moor, North Bierley, Wike, Birstal, Oakenshaw, Scholes, Cleckheaton, Liversedge, High Town, Little Town, Robert Town, Mill Bridge, Heckmondwike, Mirfield, Dewsbury, Thornhill, and Thornhill Lees, all in the said West Riding, and shall terminate by a Junction with the Manchester and Leeds Railway in the Township and Parish of Dewsbury; and the fifth of such Railways shall commence by a Junction with the fourthly herein-before described Railway at or near to the Town of Heckmondwike in the Parish of Birstal, and shall pass through the following Parishes, Townships, and Extra-parochial Places, or some of them, (that is to say,) Birstal, Heckmondwike, Liversedge, and Mirfield, all in the said West Riding, and shall terminate by a Junction with the Manchester and Leeds Railway in the Township and Parish of Mirfield; and the sixth of such Railways shall commence by a Junction with the first herein-before described Railway at*

Third Line  
of Railway.

Fourth Line  
of Railway.

Fifth Line of  
Railway.

Sixth Line  
of Railway.

or

or near the *Bowling* Dyeworks, in the Township of *Bowling* in the Parish of *Bradford* in the said West Riding, and shall pass through the several Parishes, Townships, and Extra-parochial Places of *Bradford*, *Bowling*, *Horton*, *Great Horton*, and *Little Horton*, or some of them, all in the said West Riding, and shall terminate by a Junction with the *Leeds and Bradford* Railway at or near *Well Street* in the Town of *Bradford* and in the Township and Parish of *Bradford*; and the seventh of such Railways shall commence by a Junction with the first-mentioned Railway in the Township of *Pudsey* and Parish of *Calverley*, and also by another Junction with the said first-mentioned Railway in the Township of *Bramley* and Parish of *Leeds*, and shall pass through the several Parishes, Townships, and Extra-parochial Places of *Birstal*, *Drighlington*, *Adwalton*, *Tong*, *Calverley*, *Pudsey*, *Fulneck*, *Pudsey Far Town*, *Pudsey Low Town*, *Calverley-cum-Farsley*, *Stanningley*, *Leeds*, *Bramley*, *Batley*, and *Gildersome*, or some of them, all in the said West Riding, and shall terminate at or near *Gildersome Street* in the Township of *Gildersome* and Parish of *Batley* by a Junction with an intended Branch of the *Leeds, Dewsbury, and Manchester* Railway; and the eighth of such Railways shall commence by a Junction with the first-mentioned Railway at or near *Armley Height* in the Township of *Armley* in the said Parish of *Leeds*, and shall pass through the several Parishes, Townships, and Extra-parochial Places of *Leeds*, *Armley*, *Wortley*, *Upper Wortley*, *Lower Wortley*, *Farnley*, *Beeston*, and *Beeston Royds*, or some of them, all in the said West Riding, and shall terminate by a Junction with the *Leeds, Dewsbury, and Manchester* Railway at or near *Beeston Royds* in the Township of *Beeston* in the Parish of *Leeds* aforesaid.

Seventh Line  
of Railway.

Eighth Line  
of Railway.

XIV. And be it enacted, That in making the said Railway it shall be lawful for the Company to construct the said Railway across and on the Level of the following Turnpike and public Carriage Roads; (that is to say,)

Certain  
Roads may  
be crossed on  
the Level:

On the Line of Railway firstly herein-before described:

In the Township of *Skircoat*, the Roads numbered 115, 120, 145, and 153;

In the Township of *Hipperholme-cum-Brighouse*, the Roads numbered 37 and 178;

In the Township of *North Bierley*, the Turnpike Road numbered 100;

In the Township of *Bowling*, the Road numbered 109:

On the Line of Railway thirdly herein-before described:

In the Township of *Wike*, the Turnpike Roads numbered 96 and 104:

On the Line of Railway fourthly herein-before described:

In the Township of *North Bierley*, the Turnpike Road numbered 100;

In the Township of *Liversedge*, the Turnpike Road numbered 48;

and

In the Township of *Heckmondwike*, the Road numbered 9:

On the Line of Railway fifthly herein-before described:

In the Township of *Mirfield*, the Road numbered 43:

On the Line of Railway seventhly herein-before described:

In the Township of *Drighlington*, the Road numbered 52.

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XV. And

A Station  
or Lodge to  
be erected  
at level  
Crossings.

XV. And be it enacted, That for the greater Convenience and Security of the Public the said Company shall erect and permanently maintain either a Station or Lodge at the Point where the said Railways shall cross on the Level the before-mentioned Turnpike Roads and public Highways.

Inclination  
of certain  
Roads.

XVI. Provided always, and be it enacted, That, as regards the Roads marked as herein-after mentioned on the said Plans and Books of Reference deposited as aforesaid, it shall be lawful for the Company to make the Rates of Inclination of such Roads respectively when altered as follows; that is to say,

A public Road numbered 37 in the Township of *Hipperholme-cum-Brighouse*, One in Nine;

A public Highway numbered 178 in the same Township, One in Nine;

A public Highway numbered 106 in the Township of *Bramley*, One in Eight;

A public Highway numbered 62 in the Township of *Huddersfield*, One in Nine;

A public Highway numbered 75 in the Township of *Wike*, One in Nine;

A Highway numbered 8 in the same Township, One in Thirteen;

A Turnpike Road numbered 48 in the Township of *Liversedge*, One in Nine and a Half;

A Highway numbered 9 in the Township of *Heckmondwike*, One in Eighteen;

A Turnpike Road numbered 232 in the Township of *Pudsey*, One in Sixteen;

And a Highway numbered 52 in the Township of *Drighlington*, One in Eight.

Land for ex-  
traordinary  
Purposes.

XVII. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed One hundred Acres.

Period for  
Completion  
of Works.

XVIII. And be it enacted, That after the Expiration of Five Years from the passing of this Act all the Powers hereby granted to the Company for making the Railway hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Tolls.

XIX. And be it enacted, That the Company may lawfully demand and receive, in respect of the Use of the said Railways, any Rates, Tolls, and Charges not exceeding the Rates, Tolls, and Charges following; that is to say,

For Passen-  
gers.

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of One Penny Halfpenny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of Three Farthings *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing.

And with respect to Horses, Cattle, Carriages, and Goods, as follows:

For Cattle  
and Goods,  
&c.

For every Horse, Mule, and other Beast of Draught or Burden, Two-pence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

For Cattle the Sum of One Penny *per* Head *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

For Calves, Pigs, Sheep, and small Animals, One Halfpenny each *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Three-pence; and a like Sum of Three-pence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, and Salt, the Sum of One Penny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For all Coal, Slack, Cannel, Coke, Culm, and Cinders, passing any Distance not exceeding Fifty Miles, the Sum of Three Farthings *per* Ton *per* Mile; and if passing a Distance exceeding Fifty Miles, Five Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company,

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an additional Sum *per Ton per Mile* not exceeding One Farthing :

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Two-pence Halfpenny *per Ton per Mile* ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing :

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, all other Articles, Matters, and Things, the Sum of Three-pence *per Ton per Mile* ; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Farthing :

Provided always, that with respect to all the Matters aforesaid passed over the Railways for a less Distance than Six Miles the Company may demand Tolls as for Six Miles ; and with respect to Coals, Slack, Cannel, Coke, Culm, and Cinders passing any Distance exceeding Fifty Miles, the Company may demand and receive Tolls as for Fifty Miles at the Rate of Three Farthings *per Ton per Mile* at the least.

Tolls for propelling Power.

XX. And be it enacted, That, subject to the other Provisions in this Act contained, the Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railways shall not exceed One Farthing *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

The maximum Rates of Charges for Passengers, and for Cattle and Goods.

XXI. And be it enacted, That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expence incidental to such Conveyance as aforesaid, except Government Duty, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive ; (that is to say,)

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence Halfpenny *per Mile* :

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Two-pence *per Mile* :

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per Mile* :

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per Mile* :

And with respect to the Conveyance of Goods, the maximum Rates of Charge to be made by the Company for the Conveyance thereof along the Railways, including the Tolls for the Use of the Railways and Waggon or Trucks, and locomotive Power, and every Expence incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive ; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Three-pence *per Mile* :

For



For horned Cattle, the Sum of Two-pence *per Head per Mile* :

For Calves and Pigs, One Penny each *per Mile* :

For Sheep and small Animals, Three Farthings each *per Mile* :

For every Carriage, Four-pence *per Mile* :

For all Coal, Cannel, Culm, Coke, and Cinders conveyed any Distance not exceeding Fifty Miles, the Sum of One Penny and One Eighth *per Ton per Mile* ; and if conveyed for any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per Ton per Mile* for the whole Distance travelled :

For all Slack conveyed any Distance not exceeding Fifty Miles, One Penny *per Ton per Mile* ; and if conveyed any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per Ton per Mile* for the whole Distance travelled :

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Stones for building, pitching, and paving, all Bricks, Tiles, Slate, Clay, Sand, Ironstone and Iron Ore, the Sum of One Penny Halfpenny *per Ton per Mile* if conveyed for a Distance not exceeding Fifteen Miles, and a Sum of One Penny and One Eighth *per Ton per Mile* if conveyed a Distance exceeding Fifteen Miles :

For Iron not damageable, One Penny *per Ton per Mile* if conveyed for a Distance of Fifty Miles or upwards, but if for any less Distance than Fifty Miles, One Penny Farthing *per Ton per Mile* :

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, Three Halfpence *per Ton per Mile* if conveyed for a Distance of Fifty Miles or upwards, but if for any less Distance than Fifty Miles, Two-pence *per Ton per Mile* :

For Sugar, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Two-pence Halfpenny *per Ton per Mile* if conveyed for a less Distance than Fifty Miles, and the Sum of Two-pence *per Ton per Mile* if conveyed Fifty Miles or upwards :

For Corn and other Grain, Malt and Flour, Two-pence *per Ton per Mile* :

For Cotton and other Wools and manufactured Goods, the Sum of Three-pence *per Ton per Mile* if conveyed a less Distance than Fifty Miles, and the Sum of Two-pence Halfpenny *per Ton per Mile* if conveyed a Distance of Fifty Miles or upwards :

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, if conveyed for a less Distance than Fifty Miles, Three-pence Halfpenny *per Ton per Mile*, and if conveyed for the Distance of Fifty Miles or upwards the Sum of Three-pence *per Ton per Mile* :

And the following Regulations shall apply to such maximum Rates and Charges :

Regulations  
as to Tolls.

The Company shall be at liberty to fix a minimum Charge of Ten Shillings to be for each Carriage, and of Five Shillings for every

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every

every Horse conveyed upon the Railways, notwithstanding the Charge for the Distance for which such Carriage or Horse respectively may be conveyed according to the Rates aforesaid may not amount to those Sums :

The Company shall not be compellable to provide Waggon or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders ; but where such Waggon or Carriages are not provided by the Company, a Deduction of One Eighth of a Penny *per Ton per Mile* shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates ; but where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railways for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls (as the Case may be) for Six Miles ; and that where any such Articles, Matters, or Things shall be carried a Distance exceeding Fifty Miles, the Company are hereby empowered to demand and receive Rates, Tolls, or Charges as for Fifty Miles after the respective Rates herein-before prescribed for less Distances than Fifty Miles :

Where a Waggon for the Carriage of Cattle or Sheep shall be conveyed by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per Mile* :

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandize, Articles, Matters, or Things 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 to Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile :

For a Fraction of a Ton the Company may demand Toll 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 :

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

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

Tolls for  
small Parcels  
and Articles  
of great  
Weight.

XXII. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; that is to say,

For the Carriage of small Parcels, that is to say, any Parcel not exceeding Five hundred Pounds Weight, the said Company may demand any Sum which they think fit : Provided always, that such Articles sent in large aggregate Quantities, although made  
up

up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages :

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit not exceeding Eight-pence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

XXIII. Provided always, and be it enacted, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Trains that may be required upon the said Railways, but shall apply only to the ordinary Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railways.

Restriction as to Charges not to apply to Special Trains.

XXIV. And be it enacted, That the Company shall and they are required, from Time to Time and at all Times, to find and provide sufficient locomotive Power, when and as the same shall be required, and as soon as an adequate and sufficient Load shall be in readiness, to convey all Merchandize, Articles, empty Waggon, Matters, and Things upon and along the said Railways.

Company to provide locomotive Power.

XXV. Provided always, and be it enacted, That nothing herein contained shall be held to prevent the said Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger or other Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Company may take increased Charges by Agreement.

XXVI. And be it enacted, That in estimating the Tolls by this Act authorized to be taken by the *Manchester and Leeds* Railway Company for short Distances, and for fractional Parts of a Mile, the same shall, with reference to Passengers, Cattle, Articles, Matters, and Things, conveyed as well upon the *Manchester and Leeds* Railway as upon the Railways hereby authorized, be calculated and imposed in such Manner as if the said several Railways formed One Line of Railway.

Mode of estimating Tolls where Traffic common to the Two Lines.

XXVII. And be it enacted, That from and after the Undertakings hereby authorized to be made shall have been united to and amalgamated with the *Manchester and Leeds* Railway Company, the maximum Rates of Charge hereby authorized to be made for the Conveyance of Passengers, Goods, Animals, and other Matters and Things, including the Tolls for the Use of the Railways, the locomotive Power, and every other Expence incidental to such Conveyance

Maximum Charges to apply to the Manchester and Leeds Railway.

as

as aforesaid, except Government Duty, shall be applicable to the *Manchester and Leeds* Railway, and to all other Railways which now are or may hereafter, by virtue of any Act or Acts of Parliament to be passed in the present Session, be or become united to or amalgamated with the *Manchester and Leeds* Railway Company.

Not to charge higher Rates than allowed by the Acts of amalgamated Companies.

XXVIII. Provided always, and be it enacted, That nothing herein contained shall authorize the said Company to charge any higher Rate upon any Railway now amalgamated with or united to, or which may by virtue of any Act or Acts passed during the present Session of Parliament be amalgamated with or united to, the *Manchester and Leeds* Railway, than the maximum Rate allowed by the respective Acts severally applicable to such Railway previous to such Amalgamation or Union.

Passengers Luggage.

XXIX. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for the First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Power for the Manchester and Leeds Railway Company to subscribe towards the Undertaking ;

XXX. And whereas the Formation of the Railways hereby authorized to be made will be beneficial to the Interests of the *Manchester and Leeds* Railway Company ; be it therefore enacted, That it shall be lawful for the *Manchester and Leeds* Railway Company to subscribe towards and become Subscribers in the Undertakings hereby authorized to any Extent not exceeding Six hundred and four thousand one hundred and sixty-six Pounds Thirteen Shillings and Four-pence.

and to raise the Money for that Purpose.

XXXI. And be it enacted, That for such Purpose it shall be lawful for the *Manchester and Leeds* Railway Company to raise all or any Part of the Money so agreed to be subscribed by them as aforesaid by the Creation of new Shares or Stock in the Undertaking of the *Manchester and Leeds* Railway, of such Amount, and to be appropriated and disposed of in such Manner, to such Person or Persons, for such Prices, on such Terms, by such Ways and Means, under such Conditions, and to confer on the Proprietors thereof such Rights and Privileges, as by the Order of any General or Special General Meeting of the *Manchester and Leeds* Railway Company shall be determined ; and all the Provisions contained in or referred to by "The *Manchester and Leeds* Railway Act, 1841," with regard to the Capital thereby authorized to be raised by Shares, and to the Proprietors thereof, shall in all respects, subject to the Provisions herein contained, be applicable to the Capital and Shares hereby authorized to be raised and created by the *Manchester and Leeds* Railway Company and to the Proprietors thereof ; and all the Provisions contained in "The *Manchester and Leeds* Railway Act, 1844," authorizing the same Company to consolidate their existing Shares into a general Capital Stock ; shall in like Manner be applicable to the Shares hereby authorized to be created by the same Company, or it shall be lawful for the last-mentioned Company, if they think fit,

after One Half of the said additional Capital shall have been subscribed or taken up, to raise the said Sum, or any Portion thereof, by Mortgage of the Undertakings of the *Manchester and Leeds* Railway Company, in like Manner and under and subject to the same Provisions as they are by all or any of the Acts relating to the said Undertakings authorized to raise Money by Mortgage on the Credit thereof: Provided always, that the *Manchester and Leeds* Railway Company shall not by such Means increase the Amount which may be owing at One Time on Mortgage of their Undertaking beyond the Proportion of One Third of their then existing Capital in Shares and Stock.

XXXII. And be it enacted, That it shall be lawful for the *Manchester and Leeds* Railway Company from Time to Time to nominate and appoint some One Person (whether a Shareholder or not in the Company hereby incorporated), under their Seal, or under the Hand of the Chairman for the Time being of the Directors of such Company, to vote on their Behalf at any Meeting of the Company hereby incorporated; and such Person so appointed shall have the Right of voting at such Meeting according to the Interest of the *Manchester and Leeds* Railway Company in the Undertakings hereby authorized.

Subscribing Company may appoint some Person to vote.

XXXIII. And be it enacted, That all Communications between any Railway hereby authorized and any Railway of the *Manchester and Leeds* Railway Company, or of the *Leeds and Bradford* Railway Company, or of the *Leeds, Dewsbury, and Manchester* Railway Company, or of the *Huddersfield and Manchester* Railway Company, and all such Openings in the Ledges or Flanges of any such Railway as may be necessary or convenient for effecting such Communications, shall be made and laid in the Manner most approved, and to the reasonable Satisfaction of the Engineers for the Time being of the several Companies with whose respective Railways such Communications shall be made.

As to Communications with the *Manchester and Leeds* Railways.

XXXIV. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *West Riding Union* Railways Company, or for any other Person or Persons, either for or in execution of this Act or for any other Purpose, or in any Manner, either permanently or temporarily, to enter upon, purchase, take, or use any of the Land or Property of the *Manchester and Leeds* Railway Company, or of the *Leeds and Bradford* Railway Company, or of the *Leeds, Dewsbury, and Manchester* Railway Company, or of the *Huddersfield and Manchester* Railway Company, or which they respectively may have a Right to purchase, or in any Manner to alter, vary, or interfere with any Railway of the same several Companies, or any of the Works appertaining thereto respectively, save only for the Purpose of effecting the Communications hereby authorized in manner aforesaid, without the Consent in Writing of the Directors of the same Companies respectively.

Company not to take Property of the *Manchester and Leeds* Railway Company, or interfere with their Railways or Works.

XXXV. And be it enacted, That from and after the Expiration of Three Calendar Months after the passing of this Act the *West Riding Union* Railways Company shall be and are hereby declared

After Three Months, *West Riding Union* Rail-

[Local]

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to

ways Com-  
pany, &c.  
united to and  
vested in  
Manchester  
and Leeds  
Railway  
Company.

to be united to and incorporated with the *Manchester and Leeds Railway Company*; and the several Undertakings of the *West Riding Union Railways Company* hereby established, and all the Lands, Monies, Goods, and Chattels, and all other the Real and Personal Estate and Effects of the same Company, and all their Estate, Right, Title, and Interest in their said Undertakings, and all the Rights, Privileges, Powers, and Authorities by this Act, or by any other Act or Acts passed or which may be passed in the present Session of Parliament, given to or vested in the *West Riding Union Railways Company* (subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances of the said Company), shall be and be held to be and the same are hereby vested in the *Manchester and Leeds Railway Company*, and may be lawfully executed, completed, held, and exercised by and in the Name of the *Manchester and Leeds Railway Company*, in the same Manner and to the same Extent as the *West Riding Union Railways Company* could have executed, completed, held, used, exercised, and enjoyed the same if the same Company had not been united to and incorporated with the *Manchester and Leeds Railway Company*.

Powers, &c.  
of Company  
extended to  
Manchester  
and Leeds  
Railway  
Company.

XXXVI. And be it enacted, That from and after the Period at which the said Union and Incorporation shall take place all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things herein contained relating to the *West Riding Union Railways Company* shall, with reference to such Works, Matters, and Things as shall have been or might have been made or done thereunder by the same Company in relation to their said Undertakings or otherwise, if they had been not so incorporated with the *Manchester and Leeds Railway Company*, be executed, done, performed, and observed by and be applied and applicable to the *Manchester and Leeds Railway Company*, their Officers, Agents, and Servants, in every respect, and as fully and effectually, to all Intents and Purposes, as if the Name of the *Manchester and Leeds Railway Company* had in every Case been written or inserted in this Act instead of the Name of the *West Riding Union Railways Company*.

Debts, Rates,  
Tolls, and  
Duties of the  
Company  
transferred  
to Manches-  
ter and Leeds  
Railway  
Company.

XXXVII. And be it enacted, That (subject to the Provisions in this Act contained) from and after the Period aforesaid all the Debts then due from or to the *West Riding Union Railways Company* shall be payable and paid, together with all Interest, if any, due or to accrue due thereon, by or to the *Manchester and Leeds Railway Company*, and all Rates, Tolls, Duties, and Monies which shall be or become, or which if the Company had not been by this Act incorporated with the *Manchester and Leeds Railway Company* could be or become, due and payable, under and by virtue of this Act or any other Act relating to the Company, from or to the Company, shall be due and payable from or to the *Manchester and Leeds Railway Company*, and shall and may be recovered from or by the *Manchester and Leeds Railway Company* by the same Ways and Means, with the same Restrictions and Regulations, and with the same Penalties in regard thereto respectively, as the same would or might have been due and payable to or from, or recoverable from or by, the *West Riding*

*Riding Union* Railways Company, in case they had not been by this Act incorporated with the *Manchester and Leeds* Railway Company.

XXXVIII. And be it enacted, That all Conveyances, Contracts, Agreements, Obligations, Liabilities, Bonds, Covenants, and Securities which shall have been made or entered into before the Period aforesaid, with, by, or for the *West Riding Union* Railways Company, shall be and remain as good, valid, and effectual, for or against or with reference to the *Manchester and Leeds* Railway Company, to all Intents and Purposes, as if the last-mentioned Company had been Party to and executed the same, or had been named or referred to therein, instead of the *West Riding Union* Railways Company.

Effect of Conveyances, Contracts, &c. of or to the Company.

XXXIX. And be it enacted, That every Purchase, Sale, Conveyance, Grant, Lease, Agreement, Security, Right, Liability, Privilege, Omission, Injury, Act, Matter, or Thing whatsoever, which before the Period aforesaid shall have been made, done, executed, granted, incurred, obtained, omitted, committed, transacted, commenced, or instituted, under or by virtue or in pursuance of this Act, by, for, on behalf of, against, or in respect of the *West Riding Union* Railways Company, shall, subject to the Provisions in this Act contained, be and the same are hereby declared to be as good, valid, and effectual, and of the same Condition and Quality, to all Intents and Purposes whatsoever, to, for, or against the *Manchester and Leeds* Railway Company, as they respectively would have been with reference to the *West Riding Union* Railways Company in case such Company and their Undertakings had not been united to and incorporated with the *Manchester and Leeds* Railway Company and their Undertakings, and shall and may (subject as aforesaid) be executed, done, performed, continued, completed, and terminated by or against or with reference to the *Manchester and Leeds* Railway Company, under and subject to the Provisions and Regulations of this Act relating to the *West Riding Union* Railways Company, or any of such Acts, as fully and effectually as the same could or might have been done by and in the Name of the same Company.

Acts of the Company hereby established binding on the *Manchester and Leeds* Railway Company.

XL. Provided also, and be it enacted, That in all Cases in which either of the said Companies previously to the Period aforesaid shall, under the Powers or Provisions of this Act, have entered into any Contracts for the Purchase of or shall have taken or used any Land which before the Period aforesaid shall not have been effectually conveyed to such Company, or the Purchase Money in respect of which shall not have been duly paid by such Company, or shall have entered into any other Contract or Agreement, then and in every such Case such Contracts or Agreements shall be completed, and such Land shall be conveyed to the *Manchester and Leeds* Railway Company, or as such Company shall direct, and such Purchase Money or other Money so agreed to be paid shall be paid out of any Money placed at the Disposal of the *Manchester and Leeds* Railway Company by this Act or otherwise; and all Clauses, Provisions, Powers, and Authorities contained in this Act, or otherwise in relation to the Completion of such Contracts, and the Purchase and Conveyance of such Land; and the Payment and Application of such Purchase Money

Certain Contracts to be completed.

Money in respect thereof, and in relation to other Matters of Agreement, shall for the Purposes of this Act remain in full Force, and shall be construed and taken as if the *Manchester and Leeds* Railway Company were named in such Act, Contracts, or Agreements respectively, instead of the *West Riding Union* Railways Company.

Capital of the West Riding Union Railways Company to be Capital of the Manchester and Leeds Railway, and Receipts to be deemed Receipts of the same.

XLI. And be it enacted, That from and after the Period aforesaid the Capital of the *West Riding Union* Railways Company shall be and is hereby declared to be Part of the Capital of the *Manchester and Leeds* Railway Company, and the Capital hereby vested in that Company shall thenceforth be subject to all the Provisions respecting Capital contained in the Acts of Parliament relating to the *Manchester and Leeds* Railway Company; and the Proprietors of Shares in the Capital of the *Manchester and Leeds* Railway Company, including the Holders of then existing Shares in the *West Riding Union* Railways Company, shall (subject to the Provisions of this Act) have all the Privileges, Rights, and Powers which by the said Acts are vested in the Proprietors of Shares in the *Manchester and Leeds* Railway Company, and shall be subject to all the Provisions to which by the said Acts the Proprietors of Shares in the *Manchester and Leeds* Railway Company are or shall be subject; and the Receipts from the Traffic and Business of the *Manchester and Leeds* Railway, and all Works connected and to be connected therewith, and from other Sources of Income, and from the Traffic and Business of the *West Riding Union* Railways Company, and all Railways and Branch Railways made or to be made under the Authority of this Act, and all Works connected and to be connected therewith, and from other Sources of Income, shall be deemed Receipts on account of the *Manchester and Leeds* Railway Company; and all the Costs, Charges, and Expences which, if the *West Riding Union* Railways Company had not been united to and incorporated with the *Manchester and Leeds* Railway Company, would be payable out of the Capital of either of the said Companies, shall be paid out of the Capital of the *Manchester and Leeds* Railway Company; and all the Costs, Charges, and Expences which, if such Union and Incorporation had not taken place, would be payable out of the Receipts from Traffic or other Income of either of the said Companies, shall be paid out of the Receipts which are hereby declared to be Receipts on account of the *Manchester and Leeds* Railway Company.

As to Certificates of Shares.

XLII. And be it enacted, That as soon as may be after the Period at which the *West Riding Union* Railways Company shall have been united to and incorporated with the *Manchester and Leeds* Railway Company, the *Manchester and Leeds* Railway Company shall call in the Certificates of Shares in the *West Riding Union* Railways Company which may have been issued, if any, and shall issue to the Proprietors of such Shares new Certificates, entitling them respectively to Shares of equal nominal Amount in the *Manchester and Leeds* Railway Company; and the Shares which shall be represented by such new Certificates may be of such nominal Amount as shall be or may have been agreed upon between the said Companies, or between the *Manchester and Leeds* Railway Company, or any Committee acting on their Behalf and under their Authority, and the Provisional Committee



mittee of the Promoters of the *West Riding Union* Railways Company, and if the same shall not have been agreed upon, then of such nominal Amount as the Directors of the *Manchester and Leeds* Railway Company shall (subject to the Provisions herein contained) deem expedient: Provided always, that such Shares shall, so far as respects the making and enforcing of Calls thereon, be deemed Shares of the *West Riding Union* Railways Company.

XLIII. And be it enacted, That the Proprietors of Shares in the *West Riding Union* Railways Company, which by virtue of this Act, and after the Union of such Company to and Incorporation thereof with the *Manchester and Leeds* Railway Company, are or shall be converted into or represented by Shares in the *Manchester and Leeds* Railway Company, shall be entitled to Dividends in respect thereof, of such Amount, in such Manner, and from such Time or respective Times as has been or shall be agreed between the said Companies, or between the Provisional Committee of Management of the *West Riding Union* Railways Company, and the *Manchester and Leeds* Railway Company, or any Committee acting in their Behalf and under their Authority, or if no Agreement with respect thereto shall have been entered into, then the Proprietors of the said Shares shall be entitled to Dividends in respect thereof of such Amount, in such Manner, and from such Time or respective Times as the Directors of the *Manchester and Leeds* Railway Company shall appoint, regard being had to the Period when the respective Railways constituting the Undertakings of the *West Riding Union* Railways Company, as authorized by this Act, shall respectively have been opened for public Use, and to the Amount of Money which shall have been paid in respect of Deposits and Calls on account of such Shares.

As to Dividends payable to Shareholders in the *West Riding Union* Railways Company.

XLIV. And be it enacted, That the respective Proprietors of Shares in the *West Riding Union* Railways Company who under the Authority of this Act shall become Proprietors of Shares in the *Manchester and Leeds* Railway Company shall not, as Proprietors of the said last-mentioned Shares, be entitled to participate in any Capital which the said *Manchester and Leeds* Railway Company are or shall be authorized to raise under their existing Powers, or under the Powers of this Act, or in respect of any of the following projected Undertakings; namely, the *Oldham District* Railways, the *Sheffield, Rotherham, Barnsley, Wakefield, Huddersfield, and Goole* Railway, the *Liverpool, and Preston, Manchester, and Southport* Railway, the *Lancashire and North Yorkshire* Railway, the *Leeds and York* Railway, the projected Extensions of the *Leeds and Bradford* Railway, of the *Huddersfield and Sheffield* Railway, of the *Liverpool and Bury* Railway, of the *Wakefield, Pontefract, and Goole* Railway, of the *Manchester and Bolton* Railway, and of the *Manchester and Leeds* Railway and Stations, or for the Purposes of the projected Incorporations of the *Leeds and Bradford* Railway Company, the *Huddersfield and Sheffield* Railway Company, the *Liverpool and Bury* Railway Company, the *Wakefield, Pontefract, and Goole* Railway Company, and the Company of Proprietors of the *Manchester, Bolton, and Bury* Canal Navigation and Railway, or any of them, with the said *Man-*

Proprietors of Shares under this Act not to participate in certain Capital of *Manchester and Leeds* Railway

*chester and Leeds* Railway Company, or in respect of any original or new Capital of the said Company of Proprietors of the *Manchester, Bolton, and Bury* Canal Navigation and Railway: Provided always, that the Amount of Capital in respect of the said several projected Undertakings, Extensions, and Incorporations, from Participation in which the Proprietors aforesaid are excluded, shall be limited to the respective Amounts of Money authorized to be raised in the first instance by the said *Manchester and Leeds* Railway Company under the Provisions of the several Acts of Parliament sanctioning the said projected Undertakings, Extensions, and Incorporations, or any of them.

For appointing a Committee of Eight Directors in Lancashire and Eight Directors in the West Riding.

Sub-Committees.

XLV. And be it enacted, That after the *West Riding Union* Railways Company shall have become united to and incorporated with the *Manchester and Leeds* Railway Company the Directors of the *Manchester and Leeds* Railway Company shall, so far as practicable, appoint and from Time to Time keep up a Committee constituted of Eight Directors of the *Manchester and Leeds* Railway Company residing in or connected with the County of *Lancaster*, and Eight Directors of the same Company residing in or connected with the West Riding of the County of *York*; and the Duties of such Committee shall be to attend generally to the Business and Interests of the Company, subject to the Superintendence of the Board of Directors of the *Manchester and Leeds* Railway Company; and that the Directors residing in or connected with the said West Riding who for the Time being shall be Members of the said Committee shall be a Sub-Committee for the Purpose of attending in particular to the Business and Interests of the Company in and connected with the said West Riding, and the Directors resident in or connected with the County of *Lancaster* who for the Time being shall be Members of the said Committee shall be a Sub-Committee for the Purpose of attending in particular to the Business and Interests of the Company in and connected with the County of *Lancaster*, and all other their Business not being in or connected with the said West Riding.

To be subject to same Provisions as in *Manchester and Leeds* Acts.

XLVI. Provided always, and be it enacted, That, subject to the Directions aforesaid, the Committee and Sub-Committees aforesaid shall be subject to the Provisions and Directions contained in the Acts relating to the *Manchester and Leeds* Railway Company, with respect to Committees and Sub-Committees respectively, except such of the same Provisions and Directions as may be inconsistent with the aforesaid Directions.

Agreements may be carried into effect.

XLVII. And be it enacted, That all such Agreements as previously to the Period at which the *West Riding Union* Railways Company shall be united to and consolidated with the *Manchester and Leeds* Railway Company shall have been entered into between the said Companies, or between the *Manchester and Leeds* Railway Company, or any Committee or Person acting on their Behalf and under their Authority, and the Provisional Committee of the Promoters of the *West Riding Union* Railways Company, or any Person acting on their Behalf and under their Authority, for any Purpose or Purposes, or in any Manner relating to the Incorporation of the latter Company and their Undertakings with the *Manchester and Leeds* Railway

way

way Company and their Undertakings, shall, unless inconsistent with this Act, be carried into effect and enforced by and against the *Manchester and Leeds* Railway Company.

XLVIII. And be it enacted, That, subject to the Provisions herein contained, the *West Riding Union* Railways Company shall, from and immediately after the Time at which the same Company to and incorporated with the *Manchester and Leeds* Railway Company, be and is hereby dissolved for all Purposes, except such as may be necessary for enforcing any such Agreements as aforesaid, or any of the Provisions of this Act, for which Purposes the *West Riding Union* Railways Company shall, notwithstanding this Enactment, continue to be and have Power to act as a Body Corporate.

West Riding Union Railways Company to be dissolved after it is incorporated with Manchester and Leeds Railway Company.

XLIX. Provided always, and be it enacted, That nothing in this Act contained shall abate or prejudice any Action or Suit which shall have been commenced by or against the *West Riding Union* Railways Company before the Period on which the same shall be united to and incorporated with the *Manchester and Leeds* Railway Company, but such Action or Suit may be continued, proceeded with, and prosecuted as if such Union and Incorporation had not taken place, and such Union or Incorporation shall not revive or continue any Right of Action which should be brought within a limited Time, but such Action shall be brought within the same Time against the *Manchester and Leeds* Railway Company as it should have been against the *West Riding Union* Railways Company in case such Union and Incorporation had not taken place; nor shall such Union or Incorporation prevent the suing for or recovering, either in the Name of the *Manchester and Leeds* Railway Company or of the *West Riding Union* Railways Company, any Penalty incurred for any Offence against the Provisions of this Act, or prevent, defeat, or abate any Prosecution, but all Penalties which shall have been incurred may be sued for, and all Offences which shall have been committed may be prosecuted, either in the Name of the *Manchester and Leeds* Railway Company or of the *West Riding Union* Railways Company, in the same Manner, to all Intents and Purposes, as the same could have been sued for or prosecuted in the Name of the *West Riding Union* Railways Company.

Dissolution not to abate Actions.

L. And be it enacted, That all Persons who before the Union and Incorporation aforesaid were the Directors of the *Leeds and West Riding Union* Railways Company, their respective Heirs, Executors, Administrators, and Assigns, and their and each of their Lands, Tenements, Goods, and Chattels, shall be indemnified and saved harmless, by and out of the Funds of the *Manchester and Leeds* Railway Company, against all Debts, Liabilities, Contracts, and Engagements contracted and entered into by them as such Directors as aforesaid, and against all Damages, Losses, Costs, Charges, and Expences occasioned or which may be occasioned on account or in respect thereof.

Indemnity to the Directors of the Leeds and West Riding Union Railways Company.

LI. And be it enacted, That from and after the Union and Incorporation aforesaid the Directors for the Time being of the *Manchester and Leeds* Railway Company shall be Directors as well for the Purposes

Directors under the Union and Incorporation

tion hereby  
established.

poses of this Act as also for the Purposes of the Acts relating to the *Manchester and Leeds* Railway Company.

Company to  
construct  
Bridge over  
the Occupa-  
tion Road  
called Bank  
House Lane,  
through  
Lands now  
Part of Na-  
thaniel  
Water-  
house's  
United Cha-  
rities.

LII. And whereas the Main Line of Railway from *Norland* to *Leeds*, herein-before described as the first of such Railways, and also both Forks of the double Junction of the Railway from *Salterhebble* to *Huddersfield*, herein-before described as the second of such Railways, will severally cross and intersect the Estate of the Governors and Trustees of the United Charities of *Nathaniel Waterhouse*, within the Town and Parish of *Halifax* in the West Riding of the County of *York*, situate in the Township of *Skircoat* and Parish of *Halifax*, and will separate from other Parts of the said Estate such Parts thereof as will be comprised within a triangular Space (as delineated on the said Plans) formed by the double Junction Lines of the said second of such Railways with the adjoining Part of the said first of such Railways, and such triangular Space will comprise and include Part of an Occupation Road belonging to the said Governors and Trustees, called *Bankhouse Lane*, and will otherwise sever different Parts of the same Estate; be it therefore enacted, That the Company shall and they are hereby required, in making the Eastwardly Line or Fork of such double Junction Lines of Railway across the said Occupation Road, so to construct the Bridge over the said Occupation Road as to leave a Roadway through or under such Bridge of the clear Width of Twenty-five Feet at the least, and so that the Height of the Arch over such Occupation Road shall be not less than Sixteen Feet clear from the Surface of such Road to the Centre of the Arch; and the Company shall and they are hereby required, in making the Southwardly Line or Fork of the said double Junction Lines of Railway, also to make and construct a Bridge under such Southwardly Line or Fork of such Railway at the Place where the Continuation herein-after mentioned of the said *Bankhouse Lane* Occupation Road will be required to pass under such Line or Fork of Railway, and of the like or not less Dimensions than the Dimensions of the before-mentioned Bridge so prescribed as aforesaid; and the Company shall and they are hereby required, at their own Cost and Charges, to make and complete a Continuation of the present Occupation Road called *Bankhouse Lane* so as to make One complete Line of Road in a Direction from the Point where the said *Bankhouse Lane* will be crossed by the said Eastwardly Line or Fork of the said double Junction Lines of Railway through the said triangular Space, and through or under the Bridge to be erected as last aforesaid under the said Southwardly Line or Fork of the said double Junction Lines of Railway, and thence to and into the *Sowerby Bridge* and *Stainland* Turnpike Road, and to terminate at or as near as conveniently may be to the West Side of the present Toll House called *Bankhouse Bar*, and to make and complete such Road in a substantial Manner, and of not less Width than Twenty-five Feet, and to the Satisfaction of the said Governors and Trustees or their Surveyors; and the said Governors and Trustees, and their Servants and Assistants, and all Persons by them authorized, with or without Horses and Carriages, and the said Company, and their Officers, Servants, and Assistants, and all Persons by them authorized, with or without Horses and Carriages, shall be entitled to and shall have and enjoy the joint Use  
and

and Occupation of the whole of the said *Bankhouse Lane*, and of the said Continuation thereof to be made as aforesaid, and when the said Continuation of the said Occupation Road shall be so made and completed to the Satisfaction of the said Governors and Trustees or their Surveyor, the same shall thenceforth for ever be repaired and maintained at the joint Expence, Cost, and Charges of the said Governors and Trustees and of the Company; and in case at any Time a larger Proportion of such Expences, Costs, and Charges shall be disbursed or incurred by one of the said respective Parties than by the other of such Parties, the said Governors and Trustees, or the Company, as the Case may be, so disbursing or incurring such larger Proportion of such Expences, Costs, and Charges, may recover the same from the other Party, with full Costs of Suit, by Action of Debt in any of the Superior Courts.

LIII. And be it enacted, That in carrying or making the first of such Railways through or over the Estate of the said Governors and Trustees in the Township of *Skircoat* the Company shall and they are hereby required to erect and construct a Bridge of such Dimensions as to leave a Roadway under the said Railway of not less Width than Twelve Feet, and so as that the Arch of such Bridge shall be of not less Height than Fourteen Feet clear Headway above the Surface of such Roadway to the Centre of the Arch, for the free and undisturbed Use of the said Governors and Trustees and their Servants and Tenants, with or without Horses and Carriages, as a Means of Communication between and for the general Occupation and Enjoyment of the Lands and Property belonging to the said Governors and Trustees on both Sides of such Railway, and such Bridge shall be so erected at or near the Point at which the Line of the said Railway will enter the said Estate from the Direction of *Norland*; and the Company also shall and they are hereby required to make a sufficient Roadway of the Width of Twelve Feet as and for Approaches to such Archway on both Sides of the said Railway, through any Lands now Part of the said Estate, and which, if purchased by the Company, may then intervene between Parcels of the Lands or Property of the said Governors and Trustees, so as to afford to the Governors and Trustees, and their Servants and Tenants, the like free and undisturbed Means of Communication, Occupation, and Enjoyment of their Lands and Property as aforesaid, and for the like Uses at all Times for ever.

LIV. And be it enacted, That in making the said first of such Railways it shall not be lawful for the Company to divert the Water flowing from Two several Springs on the said Estate on the Western Side of such Railway from the present Well or Receptacle of such Water on the Eastern Side of the same Railway, but the Company shall and they are hereby required, at their own Costs and Charges, to convey such Water by means of Pipes or Conduits, to be constructed to the Satisfaction of the said Governors and Trustees or their Surveyor, under the said Railway, into the said present Wells or Receptacles of such Water, or into other proper Receptacles of Water to be made on the Eastwardly Side of the said Line of Railway, also at the Expence of the Company, and with the Approbation and to the Satisfaction of the said Governors and Trustees or their Surveyor.

[Local.]

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LIV. And

Bridge to be made under the Main Line, with Approaches for Occupation of severed Lands on Water-house's Charities Estate.

Company not to divert Water of certain existing Springs on the Water-house's Charities Estates from its present Use, &c.

Company to  
make Works  
for preserv-  
ing to the  
Charity  
Lands the  
Irrigation  
thereof by  
Goit No. 160.  
on the Plan.

LV. And be it enacted, That the Company shall and they are hereby required to construct and make such Drains, Goits, Arches, Culverts, and Watercourses, either under or by the Sides of the said Southwardly Line or Fork of the said double Junction Lines of Railway, and of such Dimensions as will be sufficient at all Times to convey the Water of the existing irrigating Drain and Goit marked Number 160 on the aforesaid Plans as clearly to and from the Lands of the said United Charities of *Nathaniel Waterhouse* as before the passing of this Act, or as nearly so as may be, so that the said Governors and Trustees may not be deprived of the Use, as heretofore, of the Water flowing in the said existing Drain or Goit.

Springs  
found in  
cutting into  
Lands of  
Water-  
house's Cha-  
rity Estate  
to be re-  
served for  
the Use of  
such Estate.

LVI. And with respect to all Water which shall be found or spring or arise in the making of any Cutting or Works for the Purposes of this Act, from such Part of the said *Waterhouse's* Charity Estate as lies on the Westwardly Side of the Line of the said first of such Railways, be it enacted, That the Company shall and they are hereby required, at their own Costs and Charges, to make such sufficient Drains, Channels, Culverts, Pipes, Conduits, Tanks, and other Works as shall be requisite for collecting such Waters, so far as practicable, and conveying the same to and under the said Railway, into such Place or Places on the Eastwardly Side thereof as shall be required or approved by the said Governors and Trustees or their Surveyor, for the Use of the said Governors and Trustees on the said Estate; and all such Works shall be made and completed to the Satisfaction of the said Governors and Trustees or their Surveyor.

After Works  
on such Es-  
tate are com-  
pleted, the  
Use of Oc-  
cupation  
Road to  
cease.

LVII. And be it enacted, That after the several Works aforesaid on the said *Waterhouse's* Charities Estate shall be made, done, and completed, pursuant to the Intent and Meaning of this Act, the Use and Rights of the said Governors and Trustees of, in, or to the present Occupation Road marked No. 43 on the aforesaid Plans shall be annulled and discontinued.

As to the  
Manner of  
constructing  
Railway pass-  
ing through  
the Pro-  
perty of  
Mr. Hail-  
stone.

LVIII. And whereas the said Railway is intended to be carried through certain Lands in *Bradford* the Estate and Property of *Samuel Hailstone*, which have been laid out for Building Purposes, and it is intended to pass under or through certain Streets or Roads there made or intended to be made, and named *Chandos Street*, *Bedford Street*, *Croft Street*, and *York Street* respectively, and which are appropriated or intended to be appropriated as public Streets or Roads; and it is expedient to provide against any Obstructions being occasioned thereby to the free Use and Enjoyment thereof, and of the Drains and Sewers in the same Streets or connected therewith; be it therefore enacted, That the said Railway and Works shall be constructed and made, in passing under or through the said Streets or Roads, by means of Tunnels, Bridges, or Arches of Stone, Brick, or other Material sufficient and proper for the Purpose, and in such Manner and Form so as not to reduce the Width of such Streets or Roads respectively, or to alter the present Levels thereof, unless with the Consent of the said *Samuel Hailstone*, or to prevent or interfere with the free Use and Enjoyment thereof; and that where any Drains or Sewers which are or may be used or necessary for the Purpose of

con-

conveying Water and Soil from the Dwelling Houses and Premises in or connected with such Streets or Roads shall be disturbed, stopped, or altered, other good and sufficient Drains and Sewers shall be made, formed, and completed by and at the Expence of the said Company, and previous to any such Disturbance or Stoppage as aforesaid, in such Manner as to afford a sufficient, convenient, and effectual Drainage and Sewerage to such Streets and Roads, and the Houses and Buildings adjacent thereto.

LIX. And whereas a certain Messuage or Dwelling House, and Outbuildings, Yards, and Appurtenances, used and known as the *Neptune Inn*, in a certain Street called *Goodman's End* in *Bradford* aforesaid, the Property of the said *Samuel Hailstone*, and heretofore Part of the Estate of *James Sykes* of *Drighlington* aforesaid, are intended to be taken and used for the Purpose of making the said Railway, and out of which Messuage and Appurtenances, along with other Lands and Hereditaments connected therewith, are payable the yearly Sums of Twenty-five Shillings to the Poor of *Bradford*, the like Sum of Twenty-five Shillings to the Poor of *Bierley*, and the Sum of Fifty Shillings to the Poor of *Haworth* and *Stanbury*, given and bequeathed by the Will of *Richard Pollard* of *Stanbury* aforesaid: And whereas the said *Samuel Hailstone* hath made Sale and disposed of the other Part of the Lands and Hereditaments above mentioned, and has charged or is about to charge the said Messuage and Appurtenances solely with the Payment of the said yearly Sums of Money, and hath given an Undertaking to the several Persons who have purchased other Parts of the said Estate of the said *James Sykes* against such Payments; be it therefore enacted, That the said Railway Company shall for ever after the Sale and Completion of the Conveyance of the said Messuage and Appurtenances to the said Railway Company pay and discharge the said several yearly Sums of Money to the respective Parties entitled thereto, and for ever thereafter keep harmless and indemnified the said *Samuel Hailstone*, his Heirs and Assigns, and also the said respective Purchasers, and his, their, and every of their Lands and Tenements, Goods and Chattels, against all and every or any future Payments of the said yearly Sums or any of them, and all Claims and Demands in respect thereof, and all Damages, Costs, and Expences, or Suits at Law or Equity, incident thereto or in respect thereof.

Providing for the Payment of certain yearly Sums out of Part of the Estates of Mr. Hailstone.

LX. And be it enacted, That nothing in this Act contained shall take away, diminish, alter, lessen, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities of the Company of Proprietors of the *Calder and Hebble* Navigation in the West Riding of the County of *York*, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation, or the Towing Paths thereof, or to divert any of the Waters therein, or any other Waters which now supply or may be taken for the Use of the said Navigation, unless the same last-mentioned Waters be taken in such a Course as not to injure or prejudice the said Navigation, or to injure or interfere with the Wharfs or Towing Paths or any of the Waters of the said Navigation Company, otherwise than as hereinafter specifically provided for; and it shall not be lawful for the

Not to interfere with *Calder and Hebble* Navigation, and the Locks, Banks, Wharfs, &c. not to be taken without their Consent.

said

said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated and described in the Maps, Plans, or Sections deposited with the Clerk of the Peace for the West Riding of the County of *York*, by which Deviation the said Navigation, or any of the Locks, Side Ponds, Towing Paths, Bridges, Weirs, Banks, Wharfs, or Feeders, or any other Works of or belonging to the said *Calder and Hebble* Navigation Company, or any Part thereof, shall be taken, used, damaged, or interfered with, except as herein-after provided for, without the Consent of the said Company of Proprietors of the *Calder and Hebble* Navigation under their Common Seal first had and obtained.

Prescribing  
Manner of  
constructing  
Bridge over  
the intended  
new Cut in  
Skircoat.

LXI. And be it enacted, That the said Railway Company shall and they are hereby required, at their own Costs and Expence, to make and for ever hereafter maintain an Arch or Culvert in the Lands numbered 11, 11a, and 12 on the said Map or Plan of the first of such Railways, in the said Township of *Skircoat*, or in some of such Lands, to correspond with the Archway or Culvert now made in the Embankment of the Branch Railway from the *Manchester and Leeds* Railway to *Halifax* near to the Locks of the said *Calder and Hebble* Navigation at *Salterhebble* in the said Township of *Skircoat*; and the Company shall and they are hereby required so to construct and erect such Arch or Culvert, and the Piers or Abutments thereof, as to leave a clear Space of not less than Fifty Feet between the Piers or Abutments thereof, and so that the Span of the said Arch or Culvert shall not be less than Fifty Feet, measured at Right Angles with the intended new Canal proposed to be carried under such Arch, and the Soffit of such Arch or Culvert shall be Fifteen Feet at the least above the ordinary Top-water Level of the said intended new Canal (which Level shall not be at a greater Altitude than the present Canal), and the same Arch or Culvert shall be at an Angle of not less than Fifty Degrees from the said proposed Main Line of Railway.

Prescribing  
Manner of  
constructing  
Bridge over  
Canal in the  
Township of  
Skircoat.

LXII. And be it enacted, That in carrying the First or Main Line of such Railways over the Canal, Banks, and Towing Path of the said Company of Proprietors of the *Calder and Hebble* Navigation in the Township of *Skircoat* in the said West Riding, the said Railway Company shall and they are hereby required, at their own Costs and Expences, to make, and at all Times for ever thereafter maintain and keep in perfect Repair, a good and substantial Bridge over the said Navigation and the Towing Path thereof, with proper Approaches to such Bridge; and the Arch of such Bridge shall be constructed of a Span not less than Thirty Feet, measured at Right Angles with the Canal, and the Soffit of the Arch of such Bridge shall not be less than Fourteen Feet above the ordinary Top-water Level of such Canal.

Railway to  
be carried  
over the  
*Calder and  
Hebble*  
Canal by

LXIII. And be it enacted, That in carrying the second of such Railways over the Canal, Banks, and Towing Paths of the said Company of Proprietors in the said Township of *Skircoat* and Parish of *Halifax* the Railway Company shall and they are hereby required to carry and make the said Railways over such Canal Banks and Towing Paths



Paths by means of Bridges, and the said Company shall and they are hereby required so to construct and erect such Bridges, and the Piers or Abutments and Arches thereof, as to leave a clear Space of not less than Thirty-five Feet between the Piers or Abutments thereof, and so that the Span of the Arches thereof shall not be less than Thirty-five Feet, measured at Right Angles with the said Canal; and that in carrying the second of the said Railways over the Canal, Banks, and Towing Paths of the said Company of Proprietors in the said Township of *Elland-cum-Greetland* in the said Parish of *Halifax*, and that also in carrying the fifth of such Railways over the Canal, Banks, and Towing Paths of the said Company of Proprietors in the said Township and Parish of *Mirfield*, the Railway Company shall and they are hereby required to carry and make the said Railways over such Canal, Banks, and Towing Paths, by means of Bridges; and the Company shall and they are hereby required so to construct and erect such Bridges, and the Piers or Abutments and Arches thereof, as to leave a clear Space of not less than Fifty Feet between the Piers or Abutments thereof, and so that the Span of the Arches over such Canal and Towing Paths shall not be less than Fifty Feet, measured at Right Angles with the said Canal, and the Spring of the Arches of all and every the said Bridges from the Piers or Abutments shall be or commence at Six Feet above the Level of the Towing Path of the Canal, and the Soffit of the Arch of each and every of the said Bridges (except the one over the said Canal and Towing Path in the said Township and Parish of *Mirfield*) shall be Fifteen Feet at the least above the ordinary Top-water Level of the Canal, and the Soffit of the Arch of the said Bridge in the said Township and Parish of *Mirfield* shall be Thirteen Feet and Six Inches at the least above the ordinary Top-water Level of the Canal; and the Company shall at their own Costs and Charges restore and complete and put in a perfect State and Condition the Towing Paths of the said Canal, and every such Part thereof as shall be injured by the Erection of such Bridges or any of them, or the making of such Railways or any of them, and the Fences thereof, and shall also make convenient Approaches to such Towing Paths and Canal in lieu of any Ways or Approaches which may be stopped up or interfered with by the making of such Railways or any of them; and all such Works shall be made and completed to the reasonable Satisfaction of the Engineer of the said Company of Proprietors, but at the sole Costs and Charges of the Railway Company.

Bridges of certain Dimensions.

LXIV. And be it enacted, That in carrying the third of such Railways, commencing in the Township of *Wike*, and terminating by a Junction with the *Manchester and Leeds* Railway in the Township of *Rastrick* and Parish of *Halifax* aforesaid at or near the *Brighouse* Station, over the River *Calder* and Towing Path thereof in the said Townships of *Hartishead-cum-Clifton* and *Rastrick*, and that also in carrying the fourth of such Railways over the River *Calder* and Towing Path thereof, in the said Township and Parish of *Mirfield* and the said Township and Parish of *Thornhill*, the Company shall and they are hereby required to carry and make the said Railways over the said River and Towing Paths by means of Bridges; and the Company shall and they are hereby required so to construct and

Railways to be carried over River Calder by Bridges of certain Dimensions.

[Local.]

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erect

erect such Bridges, and the Piers and Arches thereof, as to leave a clear and open Waterway of not less than Forty Feet in the deepest or most navigable Parts of the said River, and also the further Space of Ten Feet for the Towing Paths under the same Arches; and the Company shall and they are hereby required to construct and make solid and substantial Towing Paths of not less Width than Ten Feet alongside of such Waterways under the same Arches, and also in continuation therefrom on both Sides of every such Bridge, unto a convenient Junction with the Line of the present Towing Paths of the Navigation of the said River, the whole thereof to be of not less Width than Ten Feet, and whether new Towing Paths be made, or the present Towing Paths, or any Part thereof, be used by the Company for the Purpose; and no Erection or Impediment shall be made or placed between the Towing Paths and the Waterways or Navigation, but a clear Passage shall be left open for the free and uninterrupted Towage of Vessels, Barges, and Boats along the said River, as heretofore; and the Company shall make, erect, and place proper and sufficient Fences on the outward Side of such Towing Paths, and shall also make convenient Approaches to such Towing Paths and River, in lieu of any Ways or Approaches which may be stopped up or interfered with by the making of such Railways or any of them; and every such Bridge shall be so constructed as that the Arches over such navigable Parts of the said River and over such Towing Paths shall be of a Span of not less than Fifty Feet, measured at Right Angles with the said River, and the Spring of such Arches from the Piers shall be or commence at least Six Feet above the Level of the Towing Paths under such Arches when finished, and the Soffit of the Arch of every such Bridge shall be Eighteen Feet at the least above the Water Level of the Crown of the first Dam in the said River next below each such Bridge; and the Company shall and they are hereby required, from Time to Time and at all Times for ever, to maintain in complete Repair, and where necessary rebuild and restore and maintain, all and every of such several and respective Works aforesaid; and the making of all and every of the several and respective Works aforesaid, and the Repairs, rebuilding, Restoration, and Maintenance thereof, shall be made and completed to the reasonable Satisfaction of the Engineer of the Company of the Proprietors of the *Calder and Hebble* Navigation, but at the sole Costs and Charges of the Railway Company.

For preventing Obstruction during the Erection and Repairs of Works, a Waterway of Twenty-five Feet, and a Towingway of Five Feet, to be left open.

LXV. And in order that during the Erection or Construction of the Bridges, Towing Paths, and Works by this Act authorized or directed to be made or constructed over or in the River *Calder*, or the Canal Banks and Towing Paths belonging to the Company of Proprietors of the *Calder and Hebble* Navigation, and during any Repairs or rebuilding or restoring of any such Bridges, Towing Paths, or Works, no Obstruction shall be occasioned to the Passage of Vessels, Barges, and Boats along the said River or Canal, or to the Passage of the Towing Horses along the respective Towing Paths, or to the Use of the Towing Tackle along the Banks of the said River and Canal, the Company shall and they are hereby required, at all Times during the Erection or Construction, or Repairs, rebuilding, or Restoration aforesaid, to leave, provide, and maintain a clear, free, open, and uninterrupted navigable Waterway of not less Width than Twenty-

five Feet in the navigable Parts of the said River and in the said Canal, and also a clear Height above the Surface of the Water sufficient for the free Passage of Vessels, Barges, and Boats along the navigable Part of the said River and along the said Canal, and also a free and uninterrupted Passage for Towing Horses and Towing Tackle along the Towing Paths of the said River and Canal of not less Width than Five Feet, and the same shall be done to the reasonable Satisfaction of the Engineer of the said Company of Proprietors of the *Calder and Hebble* Navigation, but at the sole Costs and Charges of the Railway Company.

LXVI. And be it enacted, That if by reason and in execution of any of the Works by this Act authorized or required to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridges, or any of them, or if by any Act or Omission of the Railway Company, or any of their Agents, Servants, or Workmen, the *Calder and Hebble* Navigation or the Towing Paths thereof shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass or shall be impeded in the Passage along the same, or in case the Space under the said Bridges or any of them shall be at any Time contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the Railway Company shall pay to the Company of Proprietors of the *Calder and Hebble* Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day not exceeding Fourteen consecutive Days, and so in proportion for any less Period than One Day, during which any such Obstruction or Contraction shall continue; and in default of Payment of such Sum, or such Proportion thereof as shall become due, on Demand made, by or on behalf of the said Company of Proprietors, to the Secretary or Treasurer of the said Railway Company, the said Company of Proprietors of the *Calder and Hebble* Navigation may sue for and recover the same, together with full Costs of Suit, from the Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the said Bridges over the said *Calder and Hebble* Navigation, or the said Bridges over the said Canal, or any of them, or the Approaches, Sides, Slopes, or Banks of the said Railways next to the said Canal or River Navigation, or any of them, or any Part or Parts thereof respectively, shall not be kept in good and substantial Repair, and if the Railway Company shall not, within Three Days after Notice in Writing of any Want of such Repair given unto their Clerk or Secretary by the Clerk or principal Engineer of the said Company of Proprietors of the *Calder and Hebble* Navigation, and requiring such Repairs to be forthwith made and completed, proceed to make and complete with all reasonable Despatch the Repairs so required, or in case of any pressing Emergency, then it shall be lawful for the said Company of Proprietors of the said *Calder and Hebble* Navigation, or their Engineer or Workmen, to make and complete the needful Repairs, and to recover the Amount of the Expences thereof from the Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Company of Proprietors of the

If Calder and Hebble Navigation obstructed, Railway to pay the Damage.

*Calder*

*Calder and Hebble* Navigation from recovering against the Railway Company any special Damages that may be sustained by them on account of the Acts and Defaults of the said Railway Company, or in respect of which Penalties are by this Act imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Railway Company, and any Action for special Damages shall be brought as above mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damages, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Company of Proprietors of the *Calder and Hebble* Navigation; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the Railway Company; and no Action shall be maintained by the said Company of Proprietors of the *Calder and Hebble* Navigation against the Railway Company for the Recovery of any such Penalty or Penalties, after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable: Provided also, that in case by any Writing under the Common Seal of the said Company of Proprietors any Liability of the Railway Company to any Penalty, Action, or Suit in respect of any of the Matters aforesaid shall be consented by the said Company of Proprietors to be remitted, discharged, annulled, or abandoned by them, then the Railway Company shall no longer be liable under this Act to any such Penalty, Action, or Suit, or other Matter or Thing, so consented to be remitted, discharged, annulled, or abandoned.

Differences respecting the Execution of Works connected with the *Calder and Hebble* Navigation to be settled by Arbitration.

LXVII. Provided always, and be it enacted, That if in any or either of the Cases aforesaid, where any Works are directed to be done or executed to the Satisfaction of the Engineer of the Company of Proprietors of the *Calder and Hebble* Navigation, any Difference of Opinion shall arise between such Engineer and the Engineer of the Railway Company, in respect of the Mode of constructing, erecting, making, or doing any of such Works, or the Propriety or Convenience thereof, or the satisfactory Execution of any of the several or respective Matters aforesaid, then such Difference of Opinion between such respective Engineers shall be settled by Arbitration, according to the Method provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, provided that the Persons to be proposed in pursuance thereof to act as Arbitrators or Umpire, and so acting, shall be Engineers.

Company may vary Works affecting the Navigation, with Consent, &c.

LXVIII. Provided always, and be it enacted, That it shall be lawful for the Railway Company, with the Consent of the Company of Proprietors of the *Calder and Hebble* Navigation in Writing under their Common Seal, to omit the making of the said Arch or Culvert over the said intended Canal, and to construct or make the said Bridges or any of them, and the Towing Paths or any or either of

of the Works herein-before mentioned in connexion with the Navigation of the Rivers *Calder* and *Hebble*, or the said Canal, Banks, Towing Paths, and Works, any or either of them, of any other Dimensions or in any other Manner than is herein-before specified, and also to make any other Works instead thereof, or instead of Parts thereof, which shall equally or better tend to promote the mutual Advantage of the said Company of Proprietors and the said Railway Company.

LXIX. And whereas the First or Main Line of the said Railways is intended to be carried over a certain Canal called "The *Leeds and Liverpool Canal*" in the said County, near a certain Place called *Saint Ann's Ing Lock* in the Township of *Wortley* aforesaid, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That in carrying the said Railway over the said Canal the said Company hereby incorporated shall and they are hereby required, at their own Expence, to make a good and substantial Bridge of Brick, Stone, Wood, or Iron over the said Canal and the Towing Path thereof, with proper Approaches thereto, and with perpendicular Foundation Walls to such Bridge, the under Side of the Opening at the Keystone of the Arch or Centre of such Bridge not being less than Eleven Feet in Height above the Top-water Level of the said Canal, upon which Bridge the said Railway shall be made, and the Opening of the Arch of such Bridge shall not be less than Forty Feet wide, so as to leave a navigable Waterway of not less than Thirty-four Feet in Width, with a clear Headway of not less than Six Feet over every Part of the Towing Path, without the Consent of the Engineer of the said Company of Proprietors of the said Canal Navigation; and the Space between the Arch of such Bridge (except so much thereof as shall be occupied by the Towing Path of such Canal) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of the said Bridge, or of the Erection of any future Bridge in lieu thereof, be left and preserved an open, uninterrupted, navigable Waterway.

For Protec-  
tion of Leeds  
and Liver-  
pool Canal.

LXX. Provided always, and be it enacted, That the said Company hereby incorporated shall and are hereby required, during the Progress of constructing the said Bridge or of the necessary Repairs thereof, or of the Erection of any future Bridge in lieu thereof, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said Canal of not less Width than Twenty Feet during the Time of constructing and putting in the Foundation of the said Bridge, which Time shall not exceed Six Weeks; and in case by reason or in execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of the said Bridge, the said Canal shall be so obstructed as that Boats, Barges, and other Vessels using or navigating the same shall not be able to pass along the same, or in case the navigable Waterway herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein-before prescribed, then the said Company hereby incorporated shall pay to the said

If the Navi-  
gation of the  
Leeds and  
Liverpool  
Canal is ob-  
structed,  
Company to  
make good  
the Damage.

Company of Proprietors of the said Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum, on demand being made of the Treasurer or Clerk of the said Company hereby incorporated, the said Company of Proprietors of the said Canal Navigation may sue for and recover the same, together with Costs of Suit, against the said Company hereby incorporated, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company to maintain Bridge in good Repair.

LXXI. Provided always, and be it enacted, That unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the said Company hereby incorporated, the said Company shall and they are hereby required, at their own Expence, to maintain the said Bridge and Works in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the said Company, the said Company shall, at their own Expence, remove the said Bridge, if they shall be required so to do by the said Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*.

Company not to deviate so as to take any Property of the Leeds and Liverpool Canal Company.

LXXII. And be it enacted, That it shall not be lawful for the said Railway Company to make any Deviation or Diversion whatever in the Line, Course, or Direction of the said Railway, by which the said Canal, or the Locks, Towing Path, Bridge, Buildings, Reservoirs, or other Works of the said Company of Proprietors of the said Canal, or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, except the building of the said Bridge, without the Consent in Writing under the Common Seal of the Company of Proprietors of the said Canal first had and obtained.

Persons to be appointed for watching the Junction with the Leeds and Thirsk Railway.

LXXIII. And be it enacted, That wherever the Railway by this Act authorized shall form a Crossing or Junction or Communication with the *Leeds and Thirsk* Railway, it shall be lawful for the *Leeds and Thirsk* Railway Company to employ proper Persons to be constantly stationed at the Points of such Crossings or Junctions or Communications, and to give such Persons such Instructions as they may deem necessary for the Purpose of preventing Collisions between Trains passing upon the *Leeds and Thirsk* Railway and Trains passing upon the Railway by this Act authorized, and such Persons shall be under the Control of the *Leeds and Thirsk* Railway Company; and the Company hereby incorporated shall from Time to Time half-yearly repay to the *Leeds and Thirsk* Railway Company the Wages of the Persons so to be employed, and the Costs and Expences to be incurred in relation to the Matters aforesaid, such Wages, Costs, and Expences, in case of Dispute about the same, to be settled by Two Justices.

Damage to Leeds and Thirsk Railway to be made good

LXXIV. And be it enacted, That in case during the Construction of the Works for carrying the Railway by this Act authorized across the said *Leeds and Thirsk* Railway, or at any Time after such Works shall have been completed, any Damage or Injury shall

be thereby occasioned to the said *Leeds and Thirsk* Railway, or the Traffic thereupon shall be in any way interrupted, the Company hereby incorporated shall and they are hereby required to make good such Damage or Injury, and to reimburse the said *Leeds and Thirsk* Railway Company all Costs and Expences which they shall have incurred in consequence thereof.

by Company hereby incorporated.

LXXV. And be it enacted, That all Crossings, Junctions, or Communications between the Railway hereby authorized and the *Leeds and Thirsk* Railway, as well as all Openings in the Ledges or Flanches of the Rails of the said *Leeds and Thirsk* Railway as may be required for the said Crossings, Junctions, or Communications, shall be made under the Direction and Superintendence of the Engineer for the Time being of the said *Leeds and Thirsk* Railway Company, but at the Expence of the Company hereby authorized.

Junction, &c. with *Leeds and Thirsk* Railway to be made under their Engineer.

LXXVI. And be it enacted, That (except so far as is hereby expressly enacted) nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Leeds and Thirsk* Railway Company, but (except as aforesaid) saving and reserving to the said *Leeds and Thirsk* Railway Company all the Rights, Privileges, and Franchises of the said Company, and all Powers, Authorities, and Provisions in the several Acts relating thereto, as if this Act had not been passed.

Saving the Rights of the *Leeds and Thirsk* Railway Company.

LXXVII. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the *Leeds, Dewsbury, and Manchester* Railway Company, but all their Rights, Privileges, Powers, Franchises, and Authorities, under their several Acts of Parliament or otherwise, are hereby expressly saved and reserved, not only as against and with respect to the *West Riding Union* Railway Company, but also as against and with respect to all other Companies and Persons whomsoever.

Saving Rights of the *Leeds, Dewsbury, and Manchester* Railway Company.

LXXVIII. And be it enacted, That the Main Line of Railway hereby authorized from *Norland* to *Leeds* shall communicate with the *Leeds, Dewsbury, and Manchester* Railway at a Point where, according to the Plan deposited as in this Act mentioned, such appears to communicate therewith, or within the Limits of Deviation shown on the said Plan, and at no other Point (without the previous Consent in Writing of the *Leeds, Dewsbury, and Manchester* Railway Company, under their Common Seal); and that all Communications between the said Main Line of Railway and the said *Leeds, Dewsbury, and Manchester* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points, and to the entire Satisfaction of the Engineer for the Time being of the said *Leeds, Dewsbury, and Manchester* Railway Company.

As to Communications with the *Leeds, Dewsbury, and Manchester* Railway.

LXXIX. And be it enacted, That the Expence of the Communications hereby authorized with the *Leeds, Dewsbury, and Manchester*

Expence of such Communications

to be borne  
by the West  
Riding  
Union Rail-  
ways Com-  
pany.

*chester* Railway, and of all Works necessary to be constructed for passing the Main Line of the *West Riding Union* Railways under the *Leeds, Dewsbury, and Manchester* Railway at *Leeds*, and the *Bradford and Dewsbury* Line of the *West Riding Union* Railways under the Main Line of the *Leeds, Dewsbury, and Manchester* Railway near *Dewsbury*, and of all necessary Openings in the Rails of the said *Leeds, Dewsbury, and Manchester* Railway, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Works, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the *West Riding Union* Railways Company; and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the entire Satisfaction of the Engineer for the Time being of the said *Leeds, Dewsbury, and Manchester* Railway Company, and in such Manner and Form, and by such Ways and Means only, as shall not in anywise prejudice or injure the said *Leeds, Dewsbury, and Manchester* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Company not  
to take Pro-  
perty of the  
*Leeds, Dewsbury,*  
and  
*Manchester*  
Railway  
Company, or  
interfere  
with their  
Works.

LXXX. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *West Riding Union* Railways Company, or for any other Person or Persons, for the Purposes of or in execution of this Act, in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Leeds, Dewsbury, and Manchester* Railway Company, (other than such as upon the said Plans is shown or intended to be and as must necessarily be taken for the Construction of the Works hereby authorized,) or in any Manner to alter, vary, or interfere with the said *Leeds, Dewsbury, and Manchester* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid, and in passing the Main Line of the said *West Riding Union* Railways under the *Leeds, Dewsbury, and Manchester* Railway at *Leeds*, and also in passing the *Bradford and Dewsbury* Line of the *West Riding Union* Railways under the Main Line of the *Leeds, Dewsbury, and Manchester* Railway near *Dewsbury*.

Persons to  
be appointed  
to watch the  
Junction  
with the  
*Leeds, Dewsbury,*  
and  
*Manchester*  
Railway.

LXXXI. Provided always, and be it enacted, That wherever the Railways by this Act authorized shall form a Junction or Communication with the said *Leeds, Dewsbury, and Manchester* Railway, it shall be lawful for the *Leeds, Dewsbury, and Manchester* Railway Company to employ proper Persons to be constantly stationed at the Points of such Junctions or Communications, and to give to such Persons such Instructions as they may deem necessary for the Purpose of preventing Collisions between Trains passing upon the *Leeds, Dewsbury, and Manchester* Railway, and Trains passing upon the Railways by this Act authorized; and such Persons shall be under the Control of the *Leeds, Dewsbury, and Manchester* Railway Company, and the Company hereby incorporated shall from Time to Time half-yearly repay to the *Leeds, Dewsbury, and Manchester* Railway Company the Wages of the Persons so to be employed, and the Costs  
and



and Expences, in case of Dispute about the same, to be settled by Two Justices.

LXXXII. And be it enacted, That the Company, and all Parties having or deriving Right or Title to use their Railway or any Part thereof through or under them, shall have the Power to work over and use for all Purposes of Traffic, with Engines and Carriages properly constructed, that Portion of the *Leeds, Dewsbury, and Manchester* Railway which will intervene between the Point of Junction therewith of the said first-mentioned Railway hereby authorized in *Wortley* aforesaid and the Terminus of the said *Leeds, Dewsbury, and Manchester* Railway in *Leeds* aforesaid, or any Part of such Portion of Railway, and for that Purpose to pass, with such Engines and Carriages as aforesaid, from and to the Railway hereby authorized, and from and to all Railways communicating with or joining such Portion as aforesaid of the said *Leeds, Dewsbury, and Manchester* Railway, or any Part thereof, over and along the same Portion of Railway or any Part thereof, they the said Company hereby incorporated, and all such Parties as aforesaid, paying for so doing to the said *Leeds, Dewsbury, and Manchester* Railway Company, and in lieu of all other Toll in respect of such Traffic, a Sum equal in Amount to One equal Half Part of the gross Receipts (whether on account of Passengers, Goods, or other Traffic whatsoever,) by the Company or any of such Parties as aforesaid, in respect of the Carriage of such Traffic over such Portion of Railway or any Part thereof, the Company and all such Parties as aforesaid charging in all Cases in respect of such Traffic an equal Mileage Rate over both the Railways hereby authorized and the said Portion of the *Leeds, Dewsbury, and Manchester* Line, so far as the said Lines are respectively in each Case passed over.

Regulating the Use by the Company of a Portion of the Leeds, Dewsbury, and Manchester Railway.

LXXXIII. And be it enacted, That if the Company hereby incorporated shall abstain from the Exercise of such of the Powers of this Act as authorize them to purchase Land for a Station on the South Side of *Wellington Street* in *Leeds*, then the Company, and all Parties having or deriving Right or Title to use their Railway or any Part thereof through or under them, their and every of their Officers, Servants, and Workmen, shall have full and free Liberty, Power, and Authority to go to, upon, and from, as well the *Leeds* Station of the *Leeds, Dewsbury, and Manchester* Company, as also, whether the said Company shall exercise such Powers or not, all other Stations and Places of Stoppage (if any) made or to be made on that Portion of the *Leeds, Dewsbury, and Manchester* Railway which lies between the said intended Point of Junction therewith of the said first-mentioned Railway hereby authorized and the Terminus of the said *Leeds, Dewsbury, and Manchester* Railway in *Leeds* aforesaid, and all Roads, Places of lading, and other Conveniences and Appurtenances attached, belonging to, or used with such Station or Stations and Places of Stoppage, and full and free Liberty, Power, and Authority to use the said Station and Stations and Places of Stoppage, and the said Roads, Places of lading, Conveniences, and Appurtenances, and to call for and have the full Use of all the Clerks, Servants, Porters, and Officers of the said *Leeds, Dewsbury, and Manchester* Railway Company, at such Station and Stations and Places of Stoppage, for

Regulating the Use of Stations belonging to the Leeds, Dewsbury, and Manchester Railway Company.

the lading and unloading of Goods, and also for the Attendance on Passengers, and for all other Purposes of Traffic, in such and the like Manner as the *Leeds, Dewsbury, and Manchester* Railway Company are or shall themselves be authorized to use the same, they the said Company hereby authorized, and all such other Parties as aforesaid, nevertheless paying for such Right and Liberty of User, as aforesaid, to the said *Leeds, Dewsbury, and Manchester* Railway Company, such Sum and Sums of Money as shall bear the same Proportion to the whole Cost and Expence of maintaining and working the said Stations respectively as the Amount of Traffic done or transacted at such Stations respectively by the Company or such other Parties as aforesaid bears to the whole Amount of Traffic done or transacted at such Stations respectively, adding thereto, nevertheless, a like Proportion of the Interest on the original Cost of erecting and building such Stations respectively, and such Interest to be calculated after the Rate of Six Pounds *per Centum per Annum*.

Accounts to  
be kept by  
the Two  
Companies.

LXXXIV. And be it enacted, That proper Books of Accounts shall be kept by the Company and by the said *Leeds, Dewsbury, and Manchester* Railway Company, and Entries made therein of all such Matters, Transactions, and Things as shall affect or relate to or show or prove the Mileage Rate or the Contribution towards Station Expences payable by one Company to the other; and each of such Companies shall have free Access, when desirous so to do, to inspect, examine, cast up, and copy out the same Accounts and Entries, without any Hindrance or Denial of or by the Company keeping such Books, on giving to such last-mentioned Company Three Days previous Notice at the least of such Desire; that the Accounts between the said Companies shall be balanced and closed at the End of each Calendar Month, or at such other Interval as the said Companies respectively may agree upon; and that the Company, in working, using, or traversing any Portion of the *Leeds, Dewsbury, and Manchester* Railway, or the Stations thereof, in accordance with these Provisions, shall at all Times observe the Regulations and Bye Laws of the *Leeds, Dewsbury, and Manchester* Railway Company for the Time being in force.

Disputes  
between the  
Two Com-  
panies how  
to be settled.

LXXXV. And be it enacted, That in case there shall be any Dispute between the Company and the said *Leeds, Dewsbury, and Manchester* Railway Company, respecting any such Regulations and Bye Laws as last aforesaid, or respecting the Mode in which the said Company shall exercise any of the Powers and Privileges herein-before given to them, or respecting the Rates of Mileage or Contributions towards Station Expences, to be paid as herein-before mentioned, or respecting the Regulations to be adopted by either of the said Companies for the Convenience and Accommodation of the other, or for the Protection of or relating to their own Traffic, or in regard to any Matter herein-before provided for, or respecting any other Matter or Thing under or arising out of the said recited Agreement, or the Provisions of this Act in relation thereto, the same shall be decided and determined by the Lords Committee of Her Majesty's Privy Council for Trade and Plantations commonly called the Board of Trade, in case their Lordships shall agree to accept and act in the Arbitration of such Dispute,

Dispute, and if not, then by an Arbitration between the said Companies in the same Manner as is provided for Arbitration of Disputes with Landowners by the Lands Clauses Consolidation Act, 1845.

LXXXVI. And whereas the said Railway is intended to be made over the Turnpike Road from *Leeds* to *Halifax* at or near the Town of *Bradford* aforesaid, and it is expedient to provide against any Obstructions being occasioned thereby to the free Use of the said Turnpike Road; be it therefore enacted, That in crossing the said Turnpike Road the said Company shall and they are hereby required to make, and for ever hereafter maintain in sufficient Repair, a good and substantial Viaduct or Bridge of Iron, the under Side thereof not being less than Twenty-one Feet from the present Surface of the said Turnpike Road, and across the whole Width thereof, and which said Viaduct shall be constructed so as to leave the Space of Thirty-five Feet as and for the public Carriageway, and Ten Feet on each Side thereof as Causeways for Foot Passengers; and the said Company shall properly fence off and guard the Sides of such Viaduct or Bridge with sufficient Parapet Walls, and shall find sufficient Means for carrying off the Water therefrom, so that the same shall not in any Manner impede, endanger, or annoy Passengers or other Traffic under the same: Provided always, that the said Company shall have Power to erect and place Iron Pillars in the said Road to support the said Viaduct, so that they be placed at the Edge of the Causeways, and that the Width of the said Causeways be not thereby diminished.

For the Maintenance of the Leeds and Halifax Turnpike Road.

LXXXVII. And be it enacted, That in passing over the Street called *Well Street* in the said Town of *Bradford*, and numbered 441 in the said Plan, the Viaduct shall be constructed in the same Mode as that over the *Leeds and Halifax* Turnpike Road, and so as to leave a clear Space of Twenty-one Feet at the least between the Surface of the said Street and the said Viaduct; and the said Street and the Causeways thereof shall be kept clear of Piers, Abutments, and every other Obstruction, except that it shall be lawful for the said Company (if at the Point of crossing the same the said Street shall be upwards of Forty Feet wide from Building to Building, and if the Engineer of the said Company shall in such Case deem it necessary,) to erect Iron Pillars or Supporters to the said Viaduct, provided the same on the South Side thereof be erected immediately adjoining or upon the Edge of the Causeway, and so as not to interfere with the present Carriage Road, and upon the opposite Side thereof, at some convenient Place, but so as to leave a clear Space of not less than Thirty-five Feet as a Carriage Road for the said Street.

For the Protection of Well Street in Bradford.

LXXXVIII. And be it enacted, That in passing over the several Streets situate between *Leeds and Halifax* Turnpike Road and *Well Street* aforesaid, and respectively called *Charles Street* and *Hall Ings*, respectively numbered 343 and 344, and *Booth Street* and *Swain Street*, respectively numbered 372 and 373, all in the said Town of *Bradford*, the Viaducts shall be constructed in the same Manner as before provided in regard to the *Leeds and Halifax* Turnpike Road and *Well Street*, and so as to allow the greatest possible Space towards

For the Protection of Charles Street, Hall Ings, Booth Street, and Swain Street.

towards attaining a clear Height of Twenty-one Feet between the Iron Beams and the Surface of the said Streets respectively, taking into account the Difference only of the Level of the said Four several Streets in comparison with those called *Leeds and Halifax* Turnpike Road and *Well Street*; provided that if the *Leeds and Bradford* Railway Company shall obtain Power for making their Railway over *Well Street*, so as to render it unnecessary for the Company hereby incorporated to do so, the said Streets called *Charles Street, Hall Ings, Booth Street, and Swain Street*, shall notwithstanding be passed over in the Mode above mentioned with the same Elevation as if the Company hereby incorporated had made the said Railway over *Well Street* in manner aforesaid; and the said Streets called *Charles Street, Hall Ings, Booth Street, and Swain Street*, and the Causeways thereof respectively, shall be kept clear of Piers, Abutments, and every other Obstruction, except that it shall be lawful, if the Engineer of the said Company shall deem it necessary, to erect Iron Pillars or Supporters to the said Viaducts in the same Streets respectively, provided the same be erected immediately adjoining or upon the Edge of the present Causeways, and so as not to decrease the Width of the present Carriageways.

Screens to  
be erected to  
the Viaducts.

LXXXIX. And be it enacted, That the said Company shall erect good and sufficient Parapets, not less than Six Feet above the Level of the Rails, to all the said Viaducts over the said Streets and Roads respectively, so as to prevent as much as possible Accidents from Horses passing under the same, and shall also at all Times find sufficient Means for carrying off the Water from the said Viaducts, so that the same shall not in any Manner impede or annoy Passengers or other Traffic under the same.

Bridges  
under the  
Wellington  
and Tong  
Lane End  
Turnpike  
Road.

XC. And be it enacted, That in constructing the said First and Eighth Lines of Railway respectively across the *Wellington and Tong Lane End* Turnpike Road, in the respective Townships of *Wortley* and *Armley* in the Parish of *Leeds* aforesaid, the said Company shall and they are hereby required to carry the said Road over the said First and Eighth Lines of Railway respectively by means of Bridges of not less than Thirty-eight Feet in clear Width within the Fences, and the Approaches to such Bridges respectively shall be of no greater Inclination than the said Road now is where the said Bridges are intended to be made.

Bridge over  
the Wortley  
and Pudsey  
Road.

XCI. And be it enacted, That in constructing the Bridge in the Township of *Pudsey* in the Parish of *Calverley* aforesaid for carrying the said Seventh Line of Railway across the *Wortley and Pudsey* Turnpike Road, and in lowering the said Turnpike Road for that Purpose, the Company shall and they are hereby required so to construct the said Bridge, and so to alter, make, form, and complete the said Turnpike Road, as that the Inclination thereof under the said Bridge, and along the Approaches thereto on each Side thereof, when completed, shall not be more than One Foot in Twenty Feet; and the Company shall and they are hereby required, at their own Expence, to restore and complete every Part of the said Turnpike Road which shall be altered or disturbed for the Purposes aforesaid in as  
substantial

substantial a State and Condition as such Turnpike Road now is or shall be at the Time of commencing the said Works, and shall maintain the same in perfect Repair for the Term of One Year from the Date of completing the same Works.

XCII. And be it enacted, That, notwithstanding the lesser Height and Width of the Bridge marked on the Section deposited with the Clerk of the Peace for the said West Riding for carrying the first-mentioned Line of Railway across the *Leeds and Birstal* Turnpike Road in the Township of *Wortley* aforesaid, the Company shall and they are hereby required to carry the same Line across the said Turnpike Road by means of a Bridge of Three Arches, whereof the Centre Arch for the Passage of Horses and Carriages shall not be less than Thirty Feet in clear Width, nor the Two Side Arches for Foot Passengers less than Six Feet each in clear Width, which Bridge shall be so constructed as to leave a clear Height of not less than Seventeen Feet above the Surface of the Road over the said Carriageway; and that in constructing the said Seventh Line of Railway across the same Turnpike Road in the Township of *Gildersome* aforesaid the said Company shall and they are hereby required to carry the said Road over the said Seventh Line of Railway by means of a Bridge of not less Width within the Fences than the present Width of the said Turnpike Road where the same Bridge is proposed to be built, and the Approaches to such Bridge shall be of no greater Inclination than the said Road now is at that Place.

Bridge  
across the  
Leeds and  
Birstal  
Road.

XCIII. Provided always, and be it enacted, That the said Company shall give Three Months Notice to the Trustees of the *Bradford and Huddersfield* Turnpike Road of the Commencement of their Works in *Wike*; and, if the said Trustees shall so require within that Period, in Writing, the said Company, instead of crossing the said Road Number 104 on a Level, shall carry the said Railway across the said Road by means of a good and substantial Bridge of One Arch, which shall be elliptical (or by means of Girders, at the Option of the Company), and shall be so constructed as not to diminish the present Width of the Road, nor alter the present Level thereof more than Four Feet, and so that the Inclination of the said Road shall not in any Part be less than One Foot in Twenty Feet after the Alteration thereof, and a clear Headway shall be left under the said Bridge of not less than Eighteen Feet on the North Side thereof above the present Surface of the Road at the Point of crossing, and shall make, to the Satisfaction of the Commissioners of the said Turnpike Road or their Surveyor, a substantial Wall of not less than Six Feet in Height above the Rails on each Side of the said Bridge, and shall for ever after maintain and keep such Bridge and the Walls thereof in good Repair and Condition.

Crossing of  
Bradford  
and Hud-  
dersfield  
Road.

XCIV. And be it enacted, That whenever the said Railway shall be constructed within One hundred Feet of the said *Bradford and Huddersfield* Turnpike Road, and the said Road shall not be screened by being in Cutting, the said Company shall and they are hereby required, in order to obviate or lessen the frightening of Horses or

A close  
Fence to be  
erected  
where the  
Railway  
adjoins the  
Bradford

[Local.]

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Cattle,

and Huddersfield Turnpike Road.

Cattle, to erect and set up, and for ever maintain, on their own Land, or on Land to be purchased by them for that Purpose, near or adjoining the Side of the said Railway, a close Fence of at least Seven Feet in Height, or such other Screens as may be agreed on between the Railway Company and the Trustees of the said Road, for the Purpose of screening the Engines and Carriages travelling upon the said Railway from the View of Horses and Cattle passing along the said Turnpike Road.

Power to enter into Contracts with the Leeds and Bradford Railway Company.

XCV. And be it enacted, That it shall be lawful for the Company hereby incorporated and the *Leeds and Bradford* Railway Company to make and enter into such Contracts as they shall deem advisable for or concerning the Construction, Maintenance, and Repair of the several Lines of Railway hereby authorized to be made, or any of them, or any Part thereof respectively, or for or concerning the working or using thereof or of any Part thereof respectively, or the Interchange of Traffic thereon or therefrom, or for the more convenient Management thereof, and the Accommodation of the Public passing over or using the same respectively, or for or concerning the Tolls or Rates to be charged thereon respectively (subject to the Provisions herein contained as to the Maximum of such Tolls or Rates), or for or concerning the Division, Appropriation, or Apportionment of the Receipts or Profits thereof, or derived or to be derived therefrom respectively; and every Contract in relation to the Matters aforesaid which before the passing of this Act shall have been made or entered into by or on behalf of the Company hereby incorporated, or the Provisional Committee of the said Company, (either alone or in conjunction with the *Manchester and Leeds* Railway Company,) with the said *Leeds and Bradford* Railway Company, be as valid and binding in all respects, and be as enforceable, by and against the said Companies respectively, as if the same had been made subsequently to the passing of this Act, and under the Authority thereof.

As to Junction with the Huddersfield and Manchester Railway.

XCVI. And be it enacted, That the Junction of the Railway hereby authorized to be made and maintained with the *Huddersfield and Manchester* Railway at *Huddersfield*, and all such Openings in the Ledges or Flanches of that Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence of the Engineer for the Time being of the *Huddersfield and Manchester* Railway and Canal Company, at the Expence of the Company hereby incorporated, and shall for ever afterwards be maintained and kept in perfect Order and Repair by and at the Expence of the said Company hereby incorporated; and that nothing in this Act contained shall extend to authorize the Company hereby incorporated to purchase or take any of the Lands or Ground of the *Huddersfield and Manchester* Railway and Canal Company, or to authorize the Company hereby incorporated to alter or vary or interfere with the *Huddersfield and Manchester* Railway, or any of the Works thereof, except so far and in such Manner as may be necessary for effecting the Junction with the said Railway hereby authorized.

XCVII. And

XCVII. And be it enacted, That if at any Time after the passing of this Act it shall appear to the Lords Commissioners of Her Majesty's Treasury, or the Officers of the Government Department charged for the Time being with the Supervision of Railways, to be necessary for the Interests of the Public, it shall be lawful for the said Lords Commissioners or other Government Officers to require the Company hereby incorporated, or the *Manchester and Leeds* Railway Company, to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the said Lords Commissioners or other Officers specified; and upon the Failure or Inability of the said Company hereby incorporated, or the said *Manchester and Leeds* Railway Company, to comply with the Requisitions of the said Lords Commissioners or other Officers in the Particulars aforesaid, within a Period of Six Months from the Date of such Requisition, it shall be lawful for the said Lords Commissioners or other Officers to serve the said Company hereby incorporated, or the said *Manchester and Leeds* Railway Company, with Notice to introduce into Parliament in the then existing Session, if Parliament should be then sitting, and if not, in the next ensuing Session, a Bill or Bills for amending this Act in such Particulars as aforesaid, and thereupon the said Company hereby incorporated, or the said *Manchester and Leeds* Railway Company, shall and they are hereby required to introduce such Bill or Bills accordingly, and duly to prosecute the same, in default whereof it shall be lawful for the said Lords Commissioners or other Officers to introduce or prosecute (as the Case may be) such Bill or Bills, at the Expence of the said Company hereby incorporated, or the said *Manchester and Leeds* Railway Company.

Treasury, &c. may require Inconveniences and Evils to be remedied.

XCVIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Company so far as the same shall be applicable thereto.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

XC. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any general Act relating to Railways which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under

Railway to be subject to Provisions of any future general Act.

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9° & 10° VICTORIÆ, *Cap. cccxc.*

under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Public Act.

C. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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