CHAPTER cxxxvi.

An Act to authorise the Manchester Sheffield and Lincolnshire Railway Company to construct a new Railway and other Works and to confer further powers upon that Company and upon the Wigan Junction Railways Company in connexion with their Undertakings; and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS it is expedient that the Manchester Sheffield and Lincolnshire Railway Company (in this Act called the Company) should be empowered to make and maintain the railway sea wall or embankment bridge and other works herein-after described and to exercise the other powers by this Act conferred upon the Company and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith the lands and buildings herein-after described or referred to:

And whereas the Wigan Junction Railways Company (herein-after called the Wigan Company) were by the Wigan Junction Railways Act 1874 incorporated and empowered to make certain railways in the county of Lancaster and by the Wigan Junction Railways Act 1875 and the Wigan Junction Railways Act 1878 the Wigan Company were empowered to make certain other railways in the same county: 37 & 38 Vict. c. cxvii. 38 & 39 Vict. c. clxxxix. 41 & 42 Vict. c. xcvii.

And whereas it is expedient that the Wigan Company should be empowered to abandon the portion of Railway A herein-after described and Railway D authorised by the Wigan Junction Railways Act 1875 and the railway authorised by the Wigan Junction Railways Act 1878:

And whereas it is expedient that the Agreement between the Company and the Wigan Company set forth in the schedule to and confirmed by the Wigan Junction Railways Act 1878 should be

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rescinded, and that the Agreement between those companies set forth in the First Schedule to this Act should be confirmed:

And whereas it is expedient that the Heads of Arrangement between the London and North-western Railway Company the Company and the Wigan Company set forth in the Second Schedule to this Act should be confirmed:

And whereas it is expedient that the Company should be empowered to raise further moneys for the purposes of the works by this Act authorised and for the general purposes of their undertaking:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

And whereas plans and sections describing the several works authorised by this Act and books of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of lands in the line of the proposed work or within the limits of deviation as defined on the plans and describing those lands and plans of other lands by this Act authorised to be taken compulsorily with like books of reference thereto have been deposited with the clerk of the peace for the county of Lancaster the clerk of the peace for the West Riding of the county of York and the clerk of the peace for the parts of Lindsey in the county of Lincoln and which plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

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

Short title.

1. This Act may be cited as the Manchester Sheffield and Lincolnshire Railway (New Works) Act 1881.

Incorporation of general Acts.

2. The following enactments (as far as the same respectively are applicable for the purpose of and not varied by or inconsistent with this Act) are hereby incorporated with this Act (namely):—

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 16.

The Lands Clauses Consolidation Acts 1845 1860 and 1869:

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the matters following (that is to say) the distribution of the capital of the Company into shares the transfer or transmission of shares the payment of subscriptions and the means of enforcing the payment of calls the forfeiture of shares for nonpayment of calls the remedies of creditors of the Company against the shareholders the borrowing of money

by the Company on mortgage or bond the conversion of the borrowed money into capital the consolidation of the shares into stock the general meetings of the Company and the exercise of the right of voting by the shareholders the making of dividends the giving of notices and the provision to be made for affording access to the special Act:

The Railways Clauses Consolidation Act 1845: 8 & 9 Vict. c. 20.

Parts I. and II. of the Railways Clauses Act 1863 relating respectively to the construction of a railway and to extension of time: 26 & 27 Vict. c. 92.

Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to cancellation and surrender of shares additional capital and debenture stock. 26 & 27 Vict. c. 118.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the recited Acts or by the Acts wholly or partially incorporated therewith respectively or herewith or rendered applicable thereto or hereto have in this Act the same respective meanings unless the same be varied by this Act or unless there be something in the subject or context repugnant to such construction.

In this Act:—

The expression "the Wigan Act of 1874" means the Wigan Junction Railways Act 1874:

The expression "the Wigan Act of 1875" means the Wigan Junction Railways Act 1875:

The expression "the Wigan Act of 1878" means the Wigan Junction Railways Act 1878.

In the Lands Clauses Acts for the purposes of this Act—

The expression "lands" shall include foreshore:

In the Railway Clauses Consolidation Act 1845 for the purposes of this Act—

The expression "the railway" shall mean any work authorised or done under the powers of this Act:

And in this Act and for the purposes of this Act in any Act incorporated herewith or rendered applicable hereto the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which the term is used were a common simple contract debt and not a debt or demand created by statute and the term "superior court" shall include any court of competent jurisdiction.

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Power to make railway, &c.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway and other works herein-after described with all proper stations approaches roads openings groynes works and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. The railway and other works herein-before referred to and authorised by this Act are:—

(1.) A Railway No. 1 two miles three furlongs in length commencing in the township of Abram in the parish of Wigan in the county of Lancaster by a junction with Railway No. 1 authorised by the Wigan Junction Railways Act 1874 and terminating in the township of West Leigh in the parish of Leigh in the same county near the boundary between the townships of West Leigh and Atherton.

(2.) A sea-wall or embankment wholly in the township of Cleethorpes in the parish of Clee in the county of Lincoln and on the foreshore orbed of the sea or estuary of the River Humber commencing at or near the south side of the entrance to the Cleethorpes promenade pier thence continuing in a southerly direction and terminating at a point in Fisherman Road distant four and a half chains or thereabouts to the south of the point where Humber Street joins the High Cliff Road:

(3.) A bridge wholly in the parish of Conisborough in the West Riding of the county of York commencing at a point in the highway leading from Mexborough to Conisborough distant fifteen and a half chains or thereabouts measured along that highway in an easterly direction from the centre of the occupation road leading to the level crossing first herein-after mentioned as intended to be stopped up and terminating at the northerly boundary fence of the Company's railway at a point distant fifteen and a half chains or thereabouts measured in an easterly direction from the same level crossing:

(4.) A new road wholly in the same parish and county parallel with and on the north side of the Company's railway commencing at the level crossing first herein-after mentioned and terminating at the level crossing secondly herein-after mentioned as intended to be stopped up.

Power to deviate

5. The Company may in constructing the sea wall or embankment bridge and road by this Act authorised deviate the same to

the extent of the limits of deviation marked in the deposited plans and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Construction of Railway No. 1 over West Leigh Branch Railway if authorised and over Bickershaw Railway.

6. Whereas the London and North-western Railway Company (herein-after called "the North-western Company") are in the present session of Parliament promoting a Bill having the short title of the London and North-western Railway (New Railways) Act for amongst other things the making and maintaining the railway therein described as the West Leigh Branch Extension No. 1 (herein-after referred to as the West Leigh Branch) and which branch will cross Railway No. 1 by this Act authorised and in order to enable the construction of the West Leigh Branch and Railway No. 1 by this Act authorised a deviation from the levels as shown on the deposited sections of both those railways will be required as herein-after mentioned: therefore in case the construction of the West Leigh Branch shall be authorised in the present session of Parliament (but not otherwise) the provisions herein-after contained with respect to the construction of Railway No. 1 except by consent of the North-western Company under their common seal shall apply and the North-western Company shall in the construction of the West Leigh Branch be bound by the provisions in that behalf also herein-after contained:

1. The Company in constructing and maintaining Railway No. 1 and the North-western Company in constructing and maintaining the West Leigh Branch shall respectively deviate from the levels of their respective railways as shown on the deposited sections of those railways at the point where they intersect each other in manner following (that is to say) the Company shall at the said point raise the level of their railway to a height of not less than three feet above the level shown on the said deposited section of that railway and the North-western Company shall at the same point lower the level of their intended railway not less than three feet below the level shown on the deposited section of that railway and the two companies shall respectively in the construction of their respective railways so carry out the works thereof that Railway No. 1 by this Act authorised may be carried over the West Leigh Branch and the Bickershaw Railway by the bridges and at the points herein-after mentioned.
2. Railway No. 1 shall be carried over the existing Bickershaw Railway and over the West Leigh Branch according to the centre line on the deposited plans of Railway No. 1 by

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means of bridges of the heights and spans following (that is to say): the bridge over the Bickershaw Railway shall be of one span of not less than fifty feet measured on the square and the bridge over the West Leigh Branch shall be of one span of twenty-five feet measured on the square and each of the said bridges shall have a clear height or headway of not less than fourteen feet six inches above the level of the rails of the railways over which they shall respectively cross and shall be constructed and maintained by and at the expense of the Company (except as to the bridge over the West Leigh Branch which shall be constructed at the joint expense of the two companies) according to plans and specifications to be agreed upon between the engineers for the time being of the Company and the North-western Company or failing agreement by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers and the said bridges when constructed shall at all times thereafter be maintained and kept in good repair and condition by and at the expense of the Company.

3. On the completion by the Company in the manner herein provided of the said bridge over the West Leigh Branch the North-western Company shall pay to the Company one half of the amount of the cost thereof such cost in case of difference to be settled by arbitration in manner herein-after provided with respect to differences which may arise under this enactment.

4. The North-western Company may require all such precautions to be taken in constructing maintaining and repairing the said bridges and works as their engineer may deem expedient for protecting their railways from injury and the traffic thereof from interruption and in case any damage or injury shall be caused to their railways or interruption or injury to the traffic thereof by reason of the said bridges or works or during the construction maintenance use or repair thereof respectively the same shall forthwith be made good by the Company to the North-western Company or that company may make good such damage or injury to their railways and may recover the costs and expenses thereof and also compensation for such interruption or injury to their traffic as aforesaid from the Company in any court of competent jurisdiction.

5. Subject to the proviso herein-after contained the Company shall not absolutely take and purchase any lands or other

property of the North-western Company or which that company may be authorised to acquire for and in connexion with the Bickershaw Railway or the making of the West Leigh Branch and which the Company is by this Act authorised to enter upon take and use but the Company shall acquire only and the North-western Company shall grant to the Company an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same: Provided always in case the North-western Company shall not within twelve months from and after the passing of this Act acquire so much of the said lands and property as lies between the west side of the Bickershaw Railway and the east side of the West Leigh Branch as shall enable them to grant to the Company the necessary easement for the construction and maintenance of Railway No. 1 and the said two bridges through and over those lands and property then and in such case the provision herein-before contained limiting the Company to take and use an easement only over the lands of the North-western Company and the land they may be authorised to take and use for the construction and maintenance of the West Leigh Branch shall not apply but the Company may absolutely take and use the lands and property between the points aforesaid necessary for the construction and maintenance of Railway No. 1 and in that case the Company may and shall grant to the North-western Company an easement or right of using so much of those lands as shall be required for maintaining the Bickershaw Railway and for constructing and maintaining the West Leigh Branch.

6. The amount to be paid by the Company to the North-western Company or to be paid by that company to the Company as the case may be for the grant of an easement in manner herein-before provided shall in case of difference be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

7. Any difference which may from time to time arise between the Company or the North-western Company or their respective engineers with respect to any of the matters provided for by this enactment shall be referred to and determined by an arbitrator to be agreed upon by the two companies or in default of agreement to be nominated

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by the President of the Institution of Civil Engineers on the application of either company and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall so far as applicable apply to any such arbitration.

Stairs and steps to embankment.

7. The Company shall construct on the face of the sea wall or embankment hereby authorised and maintain to the satisfaction of the Board of Trade such landing places stairs and steps (if any) as the Board of Trade may from time to time require.

Protection of Cleethorpes Gas Company.

8. In addition to the provisions contained in the Railways Clauses Consolidation Act 1845 (sections 18 to 23 both inclusive) the following provisions shall be observed and have effect for the protection and benefit of the Cleethorpes Gas Company.

(*a.*) If in the execution of any of the powers of this Act within the district of the Cleethorpes Gas Company it shall be necessary to remove alter or interfere with any main pipe or other work of that company the same shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Cleethorpes Gas Company and only according to such plans as shall be previously reasonably approved by him and in all things by and at the expense of the Company.

(*b.*) Any substituted mains pipes or other works provided by the Company shall belong to and become the property of the Cleethorpes Gas Company and the engineer and other officers servants and workmen of that company shall at all times have and be entitled to free access to such of the said mains pipes and other works as may be on the premises of the Company for the purpose of examining repairing altering or removing the same or for any other lawful purpose.

(*c.*) All compensation or other moneys to be paid by the Company to the Cleethorpes Gas Company under or by reason of this Act shall be payable on demand and shall be recoverable by the Cleethorpes Gas Company from the Company with full costs of suit by all and the same means as any simple contract debt is recoverable.

(*d.*) Any difference which may arise between the Company and the Cleethorpes Gas Company with reference to anything in this section contained shall be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845.

Power to stop up level crossings

9. Subject to the provisions of this Act the Company may when and so soon as they have constructed and opened the bridge and

new road by this Act authorised discontinue and stop up the following level crossings (that is to say) :

at Conisborough.

So much of the level crossing over the Company's railway situate at a point on that railway about thirty-two chains measured in a westerly direction along that railway from the booking office at the Conisborough station as lies between the northerly and southerly boundary fences of that railway at the point of crossing :

So much of another level crossing over the railway of the Company situate at a point on that railway about two chains measured in a westerly direction along that railway from the same booking office as lies between the northerly and southerly boundary fences of that railway at the point of crossing.

Power to stop up level crossing at Cleethorpes and footpath at Penistone.

10. Subject to the provisions of this Act the Company may discontinue and stop up the following level crossing and footpath (that is to say) :—

So much of the level crossing over the Cleethorpes branch of the railway of the Company situate at the north end of the platforms of the Cleethorpes station as lies between the easterly and westerly boundaries of the property of the Company there :

So much of the footpath situate in the parish of Penistone in the West Riding of the county of York leading from Penistone to the highway leading from Penistone to Sheffield as lies between a point on that footpath four chains or thereabouts measured in a south-westerly direction from the south-westerly face of the bridge carrying the main line of the Company over the footpath and near to the ironworks of Charles Cammell and Company Limited and a point forming the junction of the footpath with the highway aforesaid.

Substituted footpath.

11. Subject to the provisions of this Act and in accordance with the deposited plans and sections the Company may and shall substitute in lieu of the footpath authorised to be stopped up by and in the last preceding section a footpath commencing and terminating at the points where the footpath intended to be stopped up commences and terminates and passing under the main line of the railway of the Company and when and as soon as the substituted footpath shall be opened for traffic but not sooner all rights of way over and along the footpath so authorised to be stopped up as aforesaid shall cease and be extinguished.

Lands for extraordinary purposes.

12. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed four acres.

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Penalty imposed unless railways opened within time limited.

13. If the Company fail within the period limited by this Act to complete the railways authorised by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works of the railway in respect of which the penalty has been incurred and the said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in England in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of such railway conferred upon the Company and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy

all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Division if the Company is insolvent or has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to acquire additional lands.

15. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans and described in the deposited book of reference (that is to say) :—

Certain lands and buildings situate in the parish of Conisborough in the West Riding of the county of York lying and abutting upon the north and south sides of the Barnsley and Doncaster Railway of the Company and adjoining the north-west end of the Conisborough station on that railway :

Certain other lands and buildings situate in the parish of Clee in the county of Lincoln bounded on the east by the River Humber on the west by the Sea Road on the north by land belonging to the Company and on the south by a road leading to the Cleethorpes promenade pier :

Certain other lands and buildings situate in the parish of Clee in the county of Lincoln bounded on the east by the River Humber on the west by the several highways called Itterby Road and High Cliff Road and on the north by a road leading to Cleethorpes promenade pier.

Power to take easements &c. by agreement.

16. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and

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rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Notice to be given of taking houses of labouring classes.

17. The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards hand bills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of labouring classes to be displaced.

18. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of a house which the Company are by this Act authorised to acquire the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on such lands erect labouring class dwellings and may let or otherwise dispose of such lands.

Tolls.

19. The Company may demand and receive for and in respect of the railway hereby authorised the same tolls and charges as they are empowered to receive in respect of their existing undertaking and that railway shall in all respects be deemed part of the undertaking of the Company.

Company may apply corporate funds to purposes of Act.

20. The Company may apply for the purposes of this Act any money which they are for the time being authorised to raise independently of this Act and which is not required for the purposes for which the same was authorised to be raised.

Power to raise additional share capital.

21. In addition to such share capital as the Company are for the time being independently of this Act authorised to raise they may from time to time raise such additional capital as they think requisite for the purposes of this Act not exceeding the sum of one hundred thousand pounds and for the general purposes of their undertaking a further sum not exceeding four hundred thousand pounds.

Mode of raising additional share capital.

22. The additional share capital by this Act authorised to be raised by the Company shall be raised by the creation of new

shares or new stock ordinary or preference or partly ordinary and partly preference as the Company from time to time think fit.

New shares or stock to be subject to same incidents as other shares or stock.

23. Subject to the provisions of this Act the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers rights privileges liabilities and incidents in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

Shares not to be issued until one-fifth paid.

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

Power to borrow.

25. The Company may in respect of the additional capital of five hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole one hundred and sixty-six thousand five hundred pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for so much of such capital as is to be raised by shares have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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Existing mortgages to have priority.

26. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repeal of provisions of former Acts with respect to appointment of a receiver.

27. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Appointment of a receiver.

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

Debenture stock.

29. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

30. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and the general purposes of the Company.

Period for compulsory purchase of lands.

31. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

32. The works authorised by this Act shall be completed within five years from the passing of this Act and on the expiration

of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall be then completed. A.D. 1881.

Protection of Cleethorpes Promenade Pier Company.

33. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with the pier or the approaches thereto or any lands works buildings erections or property vested in or belonging to the Cleethorpes Promenade Pier Company without the consent in writing under the common seal of that company first had and obtained.

Abandonment by Wigan Company of certain railways.

34. The Wigan Company shall abandon the construction of the under-mentioned railways and portion of railway:

So much of Railway A authorised by the Wigan Act of 1875 as lies between a point distant one mile four furlongs 7·50 chains from the commencement of that railway measured along the centre line thereof as shown on the plans referred to in that Act and the termination of that railway.

Railway D authorised by the Wigan Act of 1875.

The railway authorised by the Wigan Act of 1878.

Compensation for damage to land by entry &c. for purposes of works abandoned.

35. The abandonment by the Wigan Company of the railways and portion of railway by this Act respectively authorised to be abandoned shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Wigan Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of the authorised work and shall not prejudice or affect the owner or occupier of any land which may have been temporarily occupied by the Wigan Company to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act 1845 so far as the same may be applicable for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the last-mentioned Act or in the Wigan Act of 1875 or in the Wigan Act of 1878.

Compensation to be made in respect of works abandoned.

36. Where before the passing of this Act any contract has been entered into or notice given by the Wigan Company for the purchasing of any land for the purposes of or in relation to the railways and portion of railway by this Act respectively authorised to be abandoned and which shall not be required for the purposes of any of the works by this Act authorised full compensation shall be made by the Wigan Company to the owners and occupiers or

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other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice. The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Release of parts of Wigan deposit.

37. Subject to the provisions of section eighteen of the Wigan Act of 1878 the High Court of Justice (Chancery Division) may and shall at any time after the opening for traffic of Railway No. 1 authorised by this Act on application by the persons or the majority of the persons named in the warrant or order mentioned in the seventeenth section of the Wigan Act of 1878 or the survivors or survivor of those persons by a petition or petitions in a summary way order that the sum of six hundred and sixty pounds mentioned in section seventeen of the Wigan Act of 1878 together with any dividends due and payable thereon may be transferred and paid to the person or persons whom they may appoint in that behalf and upon such order being made the said sum and interest shall be transferred and paid to such person or persons accordingly.

Repeal of section 37 of 38 & 39 Vict. c. clxxxix.

38. Section thirty-seven of the Wigan Act of 1875 shall be and the same is hereby repealed.

Agreement between Company and Wigan Company.

39. The Agreement set forth in the Schedule to the Wigan Act of 1878 is hereby rescinded and so much of that Act as relates to the confirmation of that Agreement is hereby repealed and in lieu thereof the Agreement set forth in the First Schedule to this Act is hereby sanctioned and confirmed and the parties thereto are hereby respectively empowered and required to fulfil the obligations therein undertaken by them respectively in like manner in all respects as if the provisions thereof were set forth in and enacted by this Act.

Heads of Arrangement in Second Schedule confirmed.

40. The Heads of Arrangement made the 2nd day of May 1881 between the London and North-western Railway Company of the first part the Company of the second part and the Wigan Company of the third part a copy of which Heads of Arrangement is set forth in the Second Schedule to this Act are hereby confirmed and made binding upon and shall be carried into effect by the parties thereto respectively.

Protection of Wigan Corporation.

41. The Wigan Company shall from and after the opening of their railway to Wigan provide and maintain a temporary passenger

station in Wigan at the junction of Darlington Street East and Warrington Lane with covered platforms on both sides and convenient ticket office waiting rooms and approaches.

Saving rights of the Crown in the foreshore.

42. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Saving provisions of 15 & 16 Vict. c. cxxx. &c.

43. Nothing in this Act contained shall prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1876 or any of them.

Saving rights of the Crown.

44. Nothing contained in this Act shall authorise the Company to take or use for the purpose of the sea wall or embankment in the township of Cleethorpes in the parish of Clee in the county of Lincoln herein-before mentioned or in any manner to interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) neither shall anything in the said Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Interest not to be paid on calls paid up.

45. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

46. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in

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force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

47. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Expenses of Act.

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

FIRST SCHEDULE.

An Agreement made the thirty-first day of December one thousand eight hundred and eighty between the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") of the one part and the Wigan Junction Railways Company (herein-after called "the Wigan Company") of the other part:

Whereas by the Wigan Junction Railways Act 1874 the Wigan Company were authorised to construct certain railways and works and to raise a capital of £210,000 in 21,000 shares of £10 each and by the Wigan Junction Railways Act 1875 the Wigan Company were authorised to make alterations and diversions in the said railways and works and to construct further railways and works and to raise a further capital of £240,000 by the issue at their option (subject to the provisions of Part II. of the Companies Clauses Act 1863) of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively:

And whereas the authorised railways of the Wigan Company communicate with the railways of the Cheshire Lines Committee of which the Sheffield Company are joint owners and which railways are connected with the system of railways of the Sheffield Company:

And whereas by an agreement dated the first day of March 1878 and made between the Sheffield Company of the one part and the Wigan Company of the other part (herein-after called the Agreement of 1878) stipulations were made for the completion of certain portions of the railways of the Wigan Company and the working and maintenance of the same by the Sheffield Company and the application and division of the rates tolls charges and fares and the Sheffield Company thereby guaranteed that the payments to be made half-yearly to the Wigan Company under the terms of the said agreement should not be less than a sum therein mentioned and the Sheffield Company and the Wigan Company respectively entered into other obligations in relation to the premises:

And whereas by the Wigan Junction Railways Act 1878 the Wigan Company were authorised to construct further works and the Sheffield Company were empowered with the authority of such votes of their shareholders as therein mentioned from time to time to subscribe any sum which they might think fit towards the undertaking of the Wigan Company or any part thereof not exceeding in the whole £200,000 provided that the Sheffield Company should not sell dispose of or transfer any of the shares in the Wigan Company for which they might subscribe and by the same Act the Agreement of 1878 was confirmed and made binding on the parties thereto:

And whereas the Wigan Company have proceeded with the construction of their authorised railways and works or such part thereof as is the subject of the Agreement of 1878 and have issued share capital for the purposes thereof consisting of 21,000 ordinary shares of £10 each herein-after called "the existing ordinary shares" and £25,000 in preference shares bearing a preferential dividend of 5 per cent. per annum issued under the powers of the Wigan

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Junction Railways Act 1875 and herein-after called the "Five per cent. preference shares" and the Sheffield Company have subscribed for 13,000 of the said ordinary shares under the powers of the Wigan Junction Railways Act 1878 and the Wigan Company have now power to issue £215,000 either as ordinary or preference shares under the Wigan Junction Railways Act 1875:

And whereas the Wigan Company have completed a portion of the main line of the authorised railway lying between the junction thereof at Glazebrook with the Cheshire Lines Railway and the point where the said main line joins their authorised Railway No. 4 in the township of Hindley and have also completed the last-mentioned railway to its junction with the Lancashire Union Railway being nine miles and forty-four chains of railway and the said portion of railway and the said Railway No. 4 have been opened for traffic and have since such opening been worked and maintained by the Sheffield Company:

And whereas the Wigan Company require a sum estimated at £150,000 or thereabouts to enable them to complete their main line of railway and works into Wigan and to pay their existing debts and liabilities to landowners contractors and others and which main line when completed will form a part only of the railways and works the subject of the Agreement of 1878 but are unable to obtain subscriptions from the public on further shares for the purpose:

And whereas the completion of the said railways and works or so much thereof as herein-after mentioned would be a public advantage and thereby give facilities for the increase of traffic on the railways of the Cheshire Lines Committee and the Sheffield Company and under the circumstances aforesaid the Sheffield Company being interested in the completion of the said railway and works have agreed in addition to the sum of £130,000 already subscribed and paid by them (subject to the necessary sanction of Parliament being obtained) to subscribe such a further sum not exceeding £200,000 as may be necessary for the completion of the portions of railway and works herein-after described on the terms herein-after mentioned:

And whereas the five per cent. preference shares or the greater part thereof are now held by persons who are willing to sell the same at par to the Sheffield Company:

And whereas it is part of the terms made as aforesaid that certain modifications should be made in the Agreement of 1878 and it is proposed that the said Agreement should be cancelled and substituted by the Agreement herein-after expressed: Now it is hereby agreed as follows:

1. The Sheffield Company will (subject to the necessary authority of Parliament required for such additional subscription as herein-after mentioned and to the necessary authority of shareholders for the Wigan Company to issue such preference shares as herein-after mentioned) subscribe for the purpose of enabling the Wigan Company to complete the railways and works herein-after mentioned and called "the Railway" and to discharge their existing debts and liabilities such a sum of money not exceeding £200,000 in addition to the sum of £130,000 already subscribed by them as aforesaid as will be necessary to complete the railways and works as herein-after described and to discharge

their existing debts and liabilities as aforesaid and will pay over the moneys in respect of such subscription at such times and in such sums as may be required for the construction and completion of the railway: Provided that the railway to be completed under this clause shall include the following and no other railways and works (that is to say) so much of the railway and works as lies between Glazebrook Junction and Darlington Street East in the Borough of Wigan and also Railways No. 3 4 and 5 authorised by the Wigan Junction Railways Act 1874 as the same were altered and deviated by the Wigan Junction Railways Act 1875 and so that all the said railways shall be constructed with double lines of rails.

2. The Wigan Company shall in respect of the said sum of £200,000 or so much thereof as shall be advanced and subscribed by the Sheffield Company in manner herein-after provided as and when subscribed issue to the Sheffield Company shares of the Wigan Company to the amount of such subscriptions and the said shares shall be called "Three and a quarter per Cent. Preference Shares" and shall have the rights and incidents herein-after agreed upon.

3. The Sheffield Company shall acquire the five per cent. preference shares at par and if and when the Sheffield Company shall have acquired such shares or any of them the same shall be thenceforth held as "Three and a quarter per Cent. Preference Shares" and shall have the rights and incidents herein-after agreed upon.

4. The three and a quarter per cent. preference shares shall be issued and held upon the terms that the holders thereof shall be entitled to a perpetual preferential dividend at the rate of three and a quarter per cent. per annum out of the profits of each year in priority to the dividend on the ordinary shares of the Company or any shares hereafter to be issued as ordinary or preference shares and upon the terms that after the payment of the said preferential dividend at the rate aforesaid on the three and a quarter per cent. preference shares in any year and the payments out of the profits for that year of a sum sufficient to provide for a dividend at the same rate on the existing ordinary shares the holders of the three and a quarter per cent. preference shares shall be entitled to participate with the holders of the existing ordinary shares and any shares hereafter issued as ordinary or preference shares in the surplus profits available for dividend.

5. The Wigan Company will not at any time hereafter issue any debentures or exercise any powers of borrowing on mortgage or give any bonds in the nature of Lloyd's Bonds without the consent of the Sheffield Company so long as the Sheffield Company shall hold shares in the Wigan Company.

6. The Wigan Company will with all reasonable expedition and at the latest by the time or times in that behalf limited by their special Acts or within such further time as may with the consent of the Sheffield Company be limited by any Act or Acts of Parliament for that purpose to be hereafter passed make and complete the railway with proper and sufficient stations station-masters' houses fixtures fittings and furniture sheds sidings cranes turntables weighing machines water-tanks signals telegraphs and all other necessary and proper works conveniences and appurtenances and so that the railway and works shall by the time or times so limited be approved by the

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Government Inspector of Railways and by the engineer for the time being of the Sheffield Company as being in all respects completed in the best manner and equal in all respects as to permanent way and works to the Sheffield Company's main line of railway and will also pay the expense of maintaining and repairing the railway and the works and conveniences thereof for one year after the completion thereof respectively except such parts thereof as have prior to the date hereof been already completed and opened for traffic for the period of one year.

7. The land tax on lands forming the lines of the railway shall be redeemed by the Wigan Company.

8. Before the opening of the railway for public traffic the Wigan Company will to the reasonable satisfaction of the engineer for the time being of the Sheffield Company make all such arrangements as shall be proper and sufficient for enabling the Sheffield Company on and after the opening of the railway for public traffic to work the railway according to this Agreement.

9. On the opening of the railway (with the sanction of the proper officer of the Board of Trade) for public traffic and at all times thereafter the Sheffield Company will at their own risk cost and expense (subject to the proviso herein-after contained) maintain renew and uphold the railway and roads telegraph signals and all works constructed in connexion therewith and will man and stock work and use the railway in a proper and efficient manner: Provided that with respect to the cost of maintaining renewing and upholding the railway and works for one year after the completion thereof respectively herein-before agreed to be borne by the Wigan Company the Sheffield Company shall be entitled to provide for and take the same out of any moneys payable to the Wigan Company under this Agreement.

10. The Wigan Company shall pay and discharge all rentcharges (if any) affecting the railway and payable as part of the terms of acquiring lands and the Sheffield Company shall be at liberty at any time out of the receipts from the railway or any other moneys to pay any such rentcharges or any moneys in respect of the purchase money or interest on purchase money the payment whereof may be in their opinion necessary to prevent interference with the working of the railway and shall be entitled to charge the same to the Wigan Company and to receive the same out of any moneys payable to the Wigan Company under this Agreement.

11. If and whenever after the opening of the railway for public traffic any additional stations or station buildings or other works or conveniences connected with stations are found to be necessary for the due accommodation of the traffic passing over the railway or for compliance with any Act of Parliament or the obligations of any contract binding on the Wigan Company the same shall be provided by and at the expense of the Wigan Company and they will provide and complete the same to the reasonable satisfaction of the engineer for the time being of the Sheffield Company and the same when completed shall for the purposes of this Agreement be deemed to be part of the railway: Provided that not less than three months notice shall be given to the Wigan Company by the Sheffield Company of such requirements as aforesaid being necessary and in case of any difference of opinion between the parties hereto on any of

the matters referred to in this clause the same shall be referred to the standing arbitrator in manner herein-after mentioned: Provided further that in case the Wigan Company shall fail decline or be unable to raise capital for the construction of such additional works the same having in case of difference been decided to be necessary by the standing arbitrator it shall be lawful for the Sheffield Company to find and provide the same and in that case the Sheffield Company shall be entitled to charge to the Wigan Company and to receive out of any money payable to them under this Agreement interest at the rate of five per cent. per annum on all such advances so made by them for such purposes as aforesaid.

12. So far as from time to time lawfully may be the Sheffield Company shall from and for ever after the opening of the railway for public traffic have exercise and enjoy for the purposes of such maintenance and working by them of the railway as aforesaid all the rights powers and authorities and privileges whatsoever both present and future of the Wigan Company with respect to the maintenance regulation management use and enjoyment of the railway and the Wigan Company will at all times during the continuance of this Agreement in any case or cases when the Sheffield Company cannot lawfully exercise any right or power reasonably required for such purposes as aforesaid themselves exercise and put in force (at the request and at the costs and charges in the first instance of the Sheffield Company and without prejudice to the right to charge the same as working expenses) all such rights and powers and do all such acts as may be required for enabling the Sheffield Company effectually to exercise such powers and perform t e obligations hereby conferred and imposed.

13. The Sheffield Company will in the exercise of their rights and privileges under this Agreement in all respects duly perform and observe the several provisions with respect to the working of the railway and to the traffic thereon contained in the Act or Acts from time to time in force with respect to the railway and will at all times indemnify and save harmless the Wigan Company from and against all penalties forfeiture losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Sheffield Company or any of their directors agents officers or servants in relation to the management and working by the Sheffield Company of the railway or in relation to any traffic thereon.

14. The tolls rates and charges for all traffic of the railway shall be fixed from time to time during the continuance of such working as aforesaid by the Sheffield Company and the Wigan Company shall perform all acts which shall or may be necessary by or in their name for giving validity to or recovering such tolls rates and charges.

15. The Sheffield Company shall receive the gross amount of all tolls rates and charges from time to time arising and accruing from all traffic passing over the railway or any part thereof and shall carry such proportion as herein-after expressed to an account to be kept by the Sheffield Company (and herein-after

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referred to as "the joint account") and the joint account shall be made up and consist of the following items and particulars (that is to say):

1st. The rates tolls charges and fares (less the Government duty and the usual allowances made by the Railway Clearing House for cartage and delivery when those services are included in the rates) charged from time to time in respect of all traffic originating at any place on the railway and terminating at some other place on the railway.

2nd. A full mileage proportion (after deduction of the usual Clearing House terminals and Government duty) of the rates tolls charges and fares charged from time to time in respect of all through traffic that is to say of all traffic originating or terminating on any other railway than the railway and carried over the railway either to or from any stations or place upon or beyond the railway.

3rd. The amount received for station to station terminals according to Clearing House regulations for all goods materials coal minerals live stock parcels and the like traffic originating or terminating on the railway when the accommodation has been provided by the Wigan Company.

16. The joint account shall on the 31st of December and the 30th of June in each and every year be made up and balanced and the balance standing to the credit of such account shall on or before the 15th day of March and the 15th day of September next after those respective days be divided between and paid to the parties hereto in equal shares: Provided that the Sheffield Company shall be entitled to receive out of the share payable to the Wigan Company under this clause all moneys (if any) which the Sheffield Company shall have paid in respect of the maintenance of the railway during the first year after the opening thereof for public traffic and which ought to be borne by the Wigan Company under this Agreement and in respect of rentcharges or purchase money or interest thereon and the interest on all moneys (if any) which the Sheffield Company shall have expended in respect of additional works under this Agreement.

17. The Sheffield Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this Agreement and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription of the directors and agents of the Wigan Company and the Sheffield Company will afford the Wigan Company all proper and sufficient facilities for such inspection and transcription and the Sheffield Company will whenever thereunto reasonably required by the Wigan Company duly verify all such accounts.

18. The Sheffield Company will on or before the 20th day of February and the 20th day of August in every year transmit to the Wigan Company an accurate account of all traffic and tolls rates and charges which shall have been received or been receivable by them in respect of which sums are to be carried by them to the credit of the joint account. The accounts so from time to time furnished if not objected to and as to the items not objected to within twenty-one days after delivery shall be conclusive and if and when objected to the said accounts or the items objected to as the case may be shall be referred to and settled by an accountant to be agreed upon between the parties hereto or

failing such agreement to be nominated on the request of either party by the Board of Trade.

19. Every notice account or other writing to be given or transmitted for any of the purposes of this Agreement by or on the part of either of the parties hereto to the other of them shall be deemed to be duly given or transmitted if it be signed by the secretary or other agent of the Sheffield Company or Wigan Company as the case may be and left by the other at their principal office or be delivered personally to the secretary.

20. The Wigan Company will not during the continuance of this Agreement at any time act as carriers on the railway or any part thereof and they will abstain from doing and concurring in anything which might directly or indirectly interrupt impede interfere with or in any manner disturb the exercise or quiet enjoyment by the Sheffield Company of any of the rights powers and privileges intended to be secured to them by this Agreement.

21. A standing arbitrator shall in the month of January in each year be appointed under the common seals of the Wigan Company and the Sheffield Company and on failure of the parties to agree in making such appointment the standing arbitrator shall be appointed by the Board of Trade and every case in which any difference shall arise between the parties hereto touching the true intent or construction of this Agreement or touching anything to be done suffered or omitted in pursuance of this Agreement or touching any of the incidents or consequences of this Agreement or touching any claim or demand relating to any liability damages loss costs or expenses relating to the premises or any clause matter or thing herein contained shall be referred to and determined by such standing arbitrator and whose decision shall be final and this submission may be made a rule of the High Court of Justice.

22. This Agreement shall not be revocable by notice or terminate other than by consent of the parties or by operation of law.

23. The Sheffield Company may if they so desire at any time within five years from the opening of the railway for public traffic apply to Parliament for an Act to enable them to acquire the absolute ownership of the railway and works in perpetuity free from all charges and control whatsoever by or on the part of the Wigan Company upon the terms of paying or guaranteeing to the Wigan Company a fixed and perpetual dividend or rentcharge equal to five per cent. per annum on the fully paid up capital of the Wigan Company raised by means of shares and stocks other than debenture stocks and on the terms of paying or guaranteeing the interest on the debenture stocks (if any) at the rate of interest at which the same may have been issued and the Wigan Company shall join and concur in any such application to Parliament.

24. The Sheffield Company shall from the date hereof until such time as they shall become the absolute owners of the railway under the terms and conditions of the last preceding article of this Agreement have the right to nominate and appoint three members of the board of directors of the Wigan Company.

25. The Wigan Company shall at any time at the request of the Sheffield Company apply to Parliament for liberty to abandon any part of the railways

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of the Wigan Company which shall not be completed at the date of such application.

26. If the Wigan Company shall at any time hereafter construct any other of the railways authorised by the Wigan Junction Railway Acts 1874 1875 and 1878 the same and all works and conveniences thereto belonging shall from and after the opening thereof for public traffic form part of the railway the subject of this Agreement and shall be worked and maintained and the rents and tolls thereof applied accordingly and all the provisions of this Agreement to take effect from and after the opening of the railway for public traffic shall apply to such additional railways and works after the opening thereof for public traffic as if such additional railways and works had been included in the definition of "the railway" herein-before contained.

27. The Sheffield Company and the Wigan Company will concur in an application to Parliament as soon as practicable to discharge them from the Agreement of 1878 and to substitute and confirm this Agreement and authorise the said companies respectively to carry the same into effect including the subscription by the Sheffield Company for capital and the acquisition by them and conversion of the five per cent. preference shares and all other matters.

28. This Agreement shall be subject to such alteration as Parliament may think fit to make therein but if any material alteration be made therein either company may elect to vacate this Agreement.

In witness whereof the said Manchester Sheffield and Lincolnshire Railway Company and the Wigan Junction Railways Company have hereunto affixed their respective common seals the day and year first before written.

The common seal of the Manchester Sheffield and Lincolnshire Railway Company was hereunto affixed in the presence of

EDW. ROSS Secretary.

L.S.

The common seal of the Wigan Junction Railways Company was hereunto affixed in the presence of

EDW. ROSS Secretary.

L.S.

SECOND SCHEDULE.

Heads of Arrangement made the second day of May 1881 between the London and North-western Railway Company (herein-after called "the North-western Company") of the first part the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") of the second part and the Wigan Junction Railways Company (herein-after called "the Wigan Company") of the third part.

Whereas the Wigan Company have by the Wigan Junction Railways Act 1874 (herein-after referred to as the Act of 1874) powers to form junctions with the Lancashire Union Railway which railway the North-western Company have full powers to run over and use and the said junctions are effected by means of branches in the said Act of 1874 described as Railways Nos. 3 and 4 and the Wigan Company have also formed and now have a junction between their authorised main line of railway with a certain colliery tramway called the Bickershaw Railway:

And whereas the Sheffield Company were by the Wigan Junction Railways Act 1878 authorised to contribute towards the capital of the Wigan Company and to work and use the railways of that company and the Sheffield Company are in the present session of Parliament promoting a Bill having for its short title the Manchester Sheffield and Lincolnshire Railway (New Works) Act 1881 for amongst other things confirming a new working agreement with the Wigan Company and also for authorising them to construct and maintain certain new railways in the Bill described as Railways Nos. 1 and 2:

And whereas the North-western Company have access either by railways of their own or by railways which they run over and use to certain collieries situate between or to the north of Tyldesley and Rainford Junction and between Golborne and Springs Branch. And whereas with a view of utilising existing railways for the purpose of traffic between these collieries and the systems of the Wigan Company the Cheshire Lines Committee the Sheffield Company and places beyond to which the Sheffield Company can by running powers facilities or otherwise carry the same the parties have agreed as to through rates as herein-after appears:

And whereas the North-western Company are in the present session of Parliament promoting a Bill having for its short title the London and North-western Railway (New Railways) Act 1881 which amongst other things proposes to authorise the construction of certain new railways in that Bill called "the West Leigh Branch Extensions" and for the alteration in the levels of a line called "the West Leigh Branch Railway No. 1 authorised by the London and North-western Railway Act 1880" And whereas the Sheffield Company have petitioned against the said Bill promoted by the North-western Company and the North-western Company have petitioned against the said Bill promoted by the Sheffield Company And whereas it has been agreed between the parties hereto that the Sheffield Company shall withdraw from

A.D. 1881. their said Bill the powers for the construction and maintenance of the said Railway No. 2 and that each of the parties hereto shall mutually withdraw from all further opposition to the said Bills upon the conditions following (that is to say):—

1. The North-western Company shall and will afford to the Sheffield Company the fullest facilities for the carriage and conveyance of all descriptions of goods and mineral traffic destined for and coming from the works and collieries of the Wigan Coal and Iron Company Limited from and to all places on the systems of the Wigan Company the Cheshire Lines Committee and the Sheffield Company or beyond to which the Sheffield Company can by running powers facilities or otherwise carry the same and the North-western Company will also afford like facilities in respect of all descriptions of goods and mineral traffic destined for and coming from any colliery or works situate on the said West Leigh Branch extensions or connected therewith or having access thereto by means of branches or sidings from and to all places on the systems of the Wigan Company the Cheshire Lines Committee and the Sheffield Company or beyond tc which the Sheffield Company can by running powers facilities or otherwise carry the same.

2. The North-western Company shall and will at the request of the Sheffield Company carry and convey all descriptions of goods and mineral traffic destined for or coming from the works and collieries of the Wigan Coal and Iron Company Limited from and to all places on the systems of the Wigan Company the Cheshire Lines Committee and the Sheffield Company or beyond to which the Sheffield Company can by running powers facilities or otherwise carry the same and will deliver all such traffic into sidings to be provided by the Sheffield Company or the Wigan Company at or near the junction of Railway No. 3 authorised by the Act of 1874 with the Lancashire Union Railway as fully and freely as if the same were the traffic of the North-western Company at and for the rates and charges following (namely): for all mineral class traffic (including coal and coke) fivepence per ton and for all other goods traffic ninepence per ton which said several rates and charges shall include terminals and all other charges whatsoever as well as the carriage of empty waggons.

3. The Sheffield Company or the Wigan Company will forthwith complete the Branch Railway No. 3 authorised by the Wigan Junction Railways Act 1874 with all necessary junctions with the Lancashire Union Railway.

4. The North-western Company shall and will at the request of the Sheffield Company carry and convey all descriptions of goods and mineral traffic coming from or destined for all or any of the works and collieries situate on the intended West Leigh Branch extensions or connected therewith or having access thereto by means of branches or sidings to and from any place or places on the systems of the Wigan Company and the Cheshire Lines Committee and the Sheffield Company or beyond to which the Sheffield Company can by running powers facilities or otherwise carry the same and will deliver all such traffic into sidings to be provided by the Sheffield Company or the Wigan Company at the point of junction of the Wigan Company's railway with the

existing Bickershaw Colliery railway or at some other convenient junction to be made between the Wigan Company's railway and the North-western Company's proposed new West Leigh Branch extensions as fully and freely as if the same were the traffic of the North-western Company at and for the rates and charges following (that is to say): for all mineral class traffic (including coal and coke) threepence per ton and for all other goods traffic sixpence per ton which rates and charges shall include terminals and all other charges whatsoever as well as carriage of empty waggons.

5. The Sheffield Company shall have full right and power to fix their own rates for all traffic mentioned and referred to in Articles 1 2 and 4 of this Agreement.

6. The North-western Company and the Sheffield Company shall and will agree upon through rates for coal and other traffic from and to the works and collieries—

1. At Tyldesley:
2. On the railways of the North-western and Lancashire Union Railway Companies between Tyldesley and Rainford Junction:
3. On the railway between Golborne Junction and Springs Branch:
4. On the railways of the North-western Company or which they have powers or rights to run over work and use which are situate to the north of the said railways between Tyldesley and Rainford Junction and south of Preston

to and from

all places on the systems of the Wigan Company the Cheshire Lines Committee and the Sheffield Company or beyond to which the Sheffield Company can by running powers facilities or otherwise carry the same such through rates shall be viâ a reasonable and convenient junction or junctions to be agreed upon between the North-western Company and the Sheffield Company or to be settled by arbitration in the manner herein-after provided and the division of such through rates between the Sheffield Company and the North-western Company shall be by mileage with a terminal payable to the North-western Company at the rate of threepence per ton the minimum proportion of the North-western Company being in no case less than as for a distance of four miles after deduction of the said terminal of threepence per ton and a like terminal at the receiving station.

7. All questions and matters in difference which at any time hereafter may arise between the parties hereto as to the due performance of this Agreement or the construction or effect thereof or any matter or thing arising out of or incidental thereto shall from time to time as and when the same shall arise be referred to and determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 with respect to the settlement of disputes by arbitration.

8. The Manchester Sheffield and Lincolnshire Railway (New Works) Bill 1881 now before Parliament shall if Parliament will so permit be amended in Committee [by striking out Railway No. 2 and the Sheffield Company will

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withdraw all further opposition to the London and North-western Railway (New Railways) Act 1881.

9. The North-western Company will withdraw all further opposition to the Manchester Sheffield and Lincolnshire Railway (New Works) Act 1881.

10. Either the North-western Company or the Sheffield Company may in the present or any subsequent session of Parliament apply for a statutory confirmation of this Agreement and the other Company hereby agrees to concur in any such application.

In witness whereof the said London and North-western Railway Company the Manchester Sheffield and Lincolnshire Railway Company and the Wigan Junction Railways Company have hereunto affixed their respective common seals the day and year first before written.

Passed under the common seal of the above-named London and North-western Railway Company in the presence of

L.S.

S. Reay, Secretary.

Witness to the corporate common seal of the Manchester Sheffield and Lincolnshire Railway Company.

L.S.

Ed. Ross, Secretary.

Witness to the corporate common seal of the Wigan Junction Railways Company.

L.S

Ed. Ross, Secretary.

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