CHAPTER liii.

An Act to empower the Southport and Cheshire Lines Extension Railway Company to raise further Money; to confirm Agreements with reference to the working of their Railway by the Cheshire Lines Committee; and for other purposes. [25th June 1885.] A.D. 1885.

WHEREAS by the Southport and Cheshire Lines Extension Railway Act 1881 (in this Act referred to as the Act of 1881) the Southport and Cheshire Lines Extension Railway Company (in this Act called the Company) were incorporated and empowered to make a railway from the railway of the Cheshire Lines Committee near Liverpool to Birkdale in the county of Lancaster and by the Southport and Cheshire Lines Extension Railway Act 1882 (in this Act referred to as the Act of 1882) the Company were empowered to extend their railway into Southport:

And whereas by the Act of 1881 the Company were authorised to raise by shares the sum of two hundred and sixty-five thousand pounds and by borrowing the sum of eighty-eight thousand pounds and by the Act of 1882 they were authorised to raise by shares the further sum of one hundred and five thousand pounds and by borrowing the further sum of thirty-five thousand pounds and it was by the said Act (section 11) provided that the interest of all debenture stock and of all mortgages at any time after the passing thereof created and issued or granted by the Company under that or any subsequent Act should (subject as therein stated) rank pari passu:

And whereas the Company have created and issued ordinary shares to the amount of two hundred and sixty-five thousand pounds and preference shares bearing dividend at the rate of five pounds per centum per annum to the amount of one hundred and five thousand pounds and debenture stock bearing interest at the like rate to the amount of one hundred and twenty-three thousand

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pounds and have expended or are liable for the whole of the money raised by such shares and debenture stock:

And whereas the Company's railway has been recently opened and is now being worked by the Cheshire Lines Committee but further expenditure on capital account is required thereon and the Company also require further money to discharge other liabilities and it is expedient that the Company should be empowered to raise further money as hereinafter provided:

And whereas it is expedient that the agreements with reference to the working of the Company's railway by the Cheshire Lines Committee which are respectively set forth in the first and second schedules to this Act should be confirmed:

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

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

Short title.

1. This Act may be cited as the Southport and Cheshire Lines Extension Railway Act 1885.

Incorporation of general Acts.

2. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares:

The transfer and transmission of shares:

The payment of subscriptions and the means of enforcing the payment of calls:

The forfeiture of shares for non-payment 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 giving of notices: and

The provision to be made for affording access to the special Act by all parties interested:

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to raise further money.

4. The Company may from time to time and at any time after the passing of this Act borrow on mortgage of their undertaking (in addition to the sums which they are already authorised to borrow) any further sums of money not exceeding in the whole eighty thousand pounds but the Company shall within seven years after the passing of this Act pay off or redeem not less than sixty thousand pounds part of the said sum of eighty thousand pounds and the Company may for the purpose of such payment off or redemption raise by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partly by either of those modes as they may think fit any sum not exceeding in the whole sixty thousand pounds or they may pay off or redeem the said sum or any part thereof by converting the same into share capital.

Provisions as to debenture stock.

5. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock to an amount not exceeding twenty thousand pounds part of the said sum of eighty thousand pounds and notwithstanding anything contained in the said Act the interest of all debenture stock and of all mortgages at any time after the passing of the Act of 1882 created and issued or granted by the Company under the Act of 1882 or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

6. All moneys raised under this Act whether by shares or stock or debenture stock or borrowing shall be applied only to the purposes of the Company's undertaking as authorised by the Acts of 1881 and 1882 and this Act being in all cases purposes to which capital is properly applicable.

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Confirming agreements with the Cheshire Lines Committee.

7. The agreements respectively set forth in the first and second schedules to this Act and made between the Cheshire Lines Committee of the first part the Manchester Sheffield and Lincolnshire Railway Company of the second part the Great Northern Railway Company of the third part the Midland Railway Company of the fourth part and the Southport and Cheshire Lines Extension Railway Company of the fifth part are hereby confirmed and made binding upon the said Committee and Companies respectively:

Provided always that the said agreements shall be subject to revision by the Railway Commissioners in the manner provided by section twenty-seven of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873.

For the protection of the Postmaster General.

8. Nothing in this Act or in the agreements scheduled hereto shall affect the rights of the Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is owned leased or worked by the Cheshire Lines Committee or the Manchester Sheffield and Lincolnshire Railway Company the Great Northern Railway Company or the Midland Railway Company or amalgamated with the undertakings of the Committee or those Companies or either of them and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Interest not to be paid on calls paid up.

9. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

10. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect 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.

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Provision as to general Railway Acts.

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

Costs of Act.

12. 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.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

An Agreement made the Twenty-sixth day of July One thousand eight hundred and eighty-four between the Cheshire Lines Committee (incorporated by the Cheshire Lines Act 1867 and hereinafter referred to as "the Committee") of the first part the Manchester Sheffield and Lincolnshire Railway Company (hereinafter called "the Sheffield Company") of the second part the Great Northern Railway Company (hereinafter called "the Great Northern Company") of the third part the Midland Railway Company (hereinafter called "the Midland Company") of the fourth part and the Southport and Cheshire Lines Extension Railway Company (hereinafter called "the Southport Company") of the fifth part.

Whereas by the Southport and Cheshire Lines Extension Railway Act 1881 the Southport Company was incorporated and empowered to make and maintain the railways therein described with all proper stations sidings approaches works and conveniences connected therewith and which railways when completed will form a junction with the Cheshire Lines Committee's railway in the parish of Sefton in the county of Lancaster and by means thereof will form a continuous railway between Southport and Liverpool and also between Southport and the various places and districts on the respective systems of the Committee the Sheffield Company the Great Northern Company and the Midland Company And whereas by the Southport and Cheshire Lines Extension Railway Act 1882 the Southport Company was authorised to make certain extensions and alterations in the railways authorised by the hereinbefore recited Act of 1881 And whereas by a Bill now before Parliament and having for its short title the Liverpool Southport and Preston Junction Railway Act 1884 powers (if that Bill be passed into law) will be granted to the Company incorporated thereby and to all companies and persons lawfully using their railway to run over and use a portion of the Southport Company's undertaking in that Bill described and upon the terms and conditions therein contained And whereas the railways and works authorised by the said Acts of 1881 and 1882 to be constructed are now in course of construction and will very soon be ready to be opened for public traffic and the Committee and Companies parties hereto of the second third and fourth parts have agreed to enter into these presents for the working by the Committee of the Southport Company's undertaking and the use thereof by the said parties hereto of the second third and fourth parts in manner hereinafter provided.

Now these presents witness and it is hereby mutually agreed and declared by and between the parties hereto for themselves their respective successors and assigns as follows that is to say :—

Interpretation.

1. The expression "the railway" whenever herein employed means and includes the railway or railways of the Southport Company as authorised by Parliament and the stations sidings approaches yards buildings junctions signals electric telegraph lands works and conveniences connected therewith but always excepting therefrom the sea wall or embankment extending the entire length of railway No. 1 as authorised by the Southport and Cheshire Lines Extension Railway Act 1882 and the works provided for by the twenty-second and twenty-third sections of that Act which are at all times to be maintained by the Southport Company.

Owning Company to complete railway.

2. The Southport Company will with all convenient despatch and within the time limited by the recited Acts make and complete the railway as a double line of railway throughout and the junction with the Committee's railway together with the necessary junction signals station and other signals stations station fittings and furniture sidings gates fencing and where necessary station-masters' houses lodges and residences for gatekeepers at level crossings electric telegraph on the same principle as that in use on the Committee's railway sheds cranes tanks water cranes provision for water and all other necessary works and conveniences for the accommodation and conduct of the traffic on the railway and for providing such necessary conveniences and facilities for the exchange of traffic at the junctions of the intended railway with the railway of the Committee in such manner and so far as they are usually provided by independent railway companies forming junctions with each other and all which railways stations sidings signals works and conveniences shall be made done executed and completed to the reasonable satisfaction in all respects of the engineer for the time being of the Committee who shall before the opening of the railway for public traffic give a certificate in writing that the provisions of this clause have been complied with and also to the satisfaction of the Board of Trade.

Owning Company to make arrangements for opening railway.

3. Before opening the railway for public traffic the Southport Company will to the reasonable satisfaction of the engineer for the time being of the Committee make all such arrangements as shall be proper and sufficient for enabling the Committee on and after the opening of the said railway for public traffic to work the said railway according to this agreement.

Committee to work and maintain railway.

4. On the opening of the said railway (with the sanction of the proper officer of the Board of Trade) for public traffic and at all times thereafter during the continuance of this agreement the Committee shall at their own risk and expense (subject to the proviso hereinafter contained) maintain renew and uphold the said railway and will provide and employ all stationmasters booking clerks porters engine drivers guards workmen and watchmen and will supply all such locomotive power engines carriages trucks rolling stock plant stores stationery material and labour as shall be proper and sufficient for the working and user of the Southport railway in accordance with this agreement and will work and use the railway and convey traffic thereon in a proper safe and convenient manner and so as properly and efficiently to develop and accom-

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modate the through and local traffic of the district served by the railway provided always that the cost of maintaining renewing and upholding the railway for one year after the opening thereof for public traffic shall be borne by the Southport Company and paid by them to the Committee on demand or otherwise it shall be lawful for the Committee to deduct such cost from any moneys payable by them to the Southport Company under this agreement.

Owning Company to provide additional works if necessary.

5. If and whenever after the opening of the railway for public traffic any additional sidings or stations or station buildings or other works or conveniences connected with stations or otherwise are found to be necessary for the due development or safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or the Board of Trade or with the reasonable requirements of road surveyors or other local authorities with reference to the deviation or alteration and maintenance of roads or the performance of any obligations binding on the Southport Company the same shall at the request of the Committee and according to plans to be approved by the Committee and to the reasonable satisfaction of their engineer for the time being be provided and completed by and at the expense of the Southport Company and when completed shall for the purposes of this agreement be deemed part of the railway Provided always that not less than three months notice shall be given to the Southport Company by the Committee of such requirements as aforesaid being necessary and in case of any difference of opinion between the Southport Company and the Committee as to the necessity for or as to the extent or mode of carrying out such works or any of the matters referred to in this article the same shall so far as may be practicable be referred to the standing arbitrator in manner hereinafter mentioned And provided further that in case the Southport Company shall if and when it has been agreed or settled by arbitration that any such works are to be constructed fail or decline to execute such additional works it shall be lawful for the Committee if they think fit themselves to execute such additional works and to find and provide the capital for the same and in that case the Committee shall be entitled to charge to the Southport Company and deduct out of any money payable to them under this agreement interest at the rate of five pounds per centum per annum on all such capital so provided by the Committee for such purposes as aforesaid and at the expiration of this agreement any moneys advanced and paid under this provision by the Committee shall be repaid to them by the Southport Company with interest thereon as aforesaid.

Committee to fix trains and rates and fares.

6. The Committee shall fix the number of trains and the times and places at which they shall start and stop and the tolls rates and fares—through and local—to be charged and taken on the railways with due and reasonable regard to the interests of the Southport Company and the reasonable requirements of the public and in the event of the Southport Company objecting to the number of trains and the times and places at which they shall start and stop and the tolls rates and fares so fixed the same shall be settled by arbitration in manner hereinafter provided.

Owning Company to pay rentcharges &c.

7. The Southport Company shall pay any damages or compensation which may be payable to Benjamin Goouch or his representatives under the 34th section of the said Act of 1881 and shall also pay and discharge or redeem all

rentcharges chief rents interest tithes tithe rent-charges and land tax or other charges properly attributable to capital or agreed by the Southport Company to be paid in lieu of capital and the expenses of the conduct and management by them of the affairs solely relating to the Southport Company and if the Committee be required to pay any such charges they shall be repaid by the Southport Company or as the case may be the amounts thereof shall be deducted from any sums payable by the Committee to the Southport Company.

Committee to pay working expenses.

8. The Committee shall pay all working expenses including all rates duties and taxes (except as provided for in the previous article of this agreement) and all other charges and expenses of and incident to the maintaining and working the railway and works and the providing of locomotive power and rolling stock and the conduct and working of the traffic.

As to superfluous lands.

9. No land belonging to the Southport Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the Committee that such land is not required for the purposes of the railway and until the said superfluous land shall have been either sold or brought into use for the actual purposes of the railway all rents derivable from the same lands shall belong solely to and be received by the Southport Company. Any difference relating to the said superfluous lands shall be referred to arbitration in manner hereinafter provided.

Committee may exercise rights of owning Company as to working &c.

10. So far as from time to time lawfully may be the Committee shall from and after the opening of the said railway for public traffic exercise and enjoy for the purpose of the maintenance and working thereof by the Committee all the rights powers authorities and privileges of the Southport Company with respect to the collection and receipt of the tolls rates and charges that may become due and payable in respect of the working and using of the railway and the maintenance regulation management use and enjoyment of the same in accordance with this agreement and the Southport Company will in any case when the Committee cannot lawfully exercise any power or right reasonably required for the purposes aforesaid themselves exercise and put in force in the name of the Southport Company at the cost of the Committee all such rights and powers and do all such acts as may be requisite for enabling the Committee effectually to exercise such powers and rights.

Committee to indemnify owning Company in certain cases.

11. The Committee will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the Southport railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times during the continuance of this agreement indemnify and keep indemnified the Southport Company from and against all obligations and liabilities in that behalf and from and against all penalties failures 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 Committee or the Companies or any of them or their agents officers or servants.

Working expenses.

12. The gross amount of all tolls fares rates rents and charges from time to time payable to the Southport Company and the Committeee respectively as

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hereinafter defined in respect of the railway and traffic thereon shall be divided between and belong to the Committee and the Southport Company in the proportions following (that is to say):—

The Committee shall retain in each year out of such gross receipts up to an amount equal to ten pounds per mile per week sixty per cent. of such gross receipts.

And out of all such gross receipts above ten pounds per mile per week fifty per cent. of such gross receipts in satisfaction of all the expenses of and incident to the management maintenance working and using of the railway and of all their expenditure and liabilities under this agreement except as herein mentioned.

The Southport Company shall be entitled to and the Committee shall pay to them the remaining forty or fifty per cent. (as the case may be) of such gross receipts in manner hereinafter provided.

Defining gross traffic for division.

13. The gross amount referred to in the preceding article of this agreement shall comprise and consist of the following items and particulars (that is to say):—

(1) 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.

(2) The full mileage proportion (after deduction of the usual Clearing House terminals Government duty and "paid ons" and "paid outs" and any other payments to other Companies) of the rates tolls charges and fares charged from time to time in respect of all through traffic originating or terminating on any other railway and carried over the railway either to or from any stations or places beyond the railway.

(3) The amount received for station to station terminals according to Clearing House regulations for all goods materials coals minerals live stock parcels and other traffic originating or terminating on the railway when the accommodation has been provided by the Southport Company.

(4) The full amount of all tolls rates and charges due and payable to the Southport Company by the Liverpool Southport and Preston Junction Railway Company or any company or persons using the railway of that company (if that company should be incorporated and its authorised railway made) for the running over and using of the Southport Company's railway or any part thereof.

(5) The receipts of the Committee due to the Southport Company arising from all other sources other than and except the rents of superfluous lands belonging to the Southport Company not used for the purposes of their undertaking.

Payments to be made by Committee half-yearly.

14. The payments to be made by the Committee to the Southport Company to carry out the provisions of this agreement shall be made subject to such deductions as hereinbefore provided in respect of each half-year within forty-eight days after the thirtieth June and the thirty-first December in each year provided that monthly accounts shall so far as practicable be prepared by the Committee and payments on account shall be made to the Southport Company

but such payments on account shall not exceed in any one half-year more than the Southport Company's estimated share of four months' traffic.

The Committee and Southport Company to keep accounts.

15. The Committee and the Southport Company respectively will keep all such accounts and vouchers as shall be proper and sufficient for the purpose of this agreement which accounts and vouchers shall be open at all reasonable times for the inspection and transcription of the directors and agents of the Committee and the Southport Company respectively and the Committee and the Southport Company will afford to each other all proper and sufficient facilities for such inspection and transcription accordingly.

Committee to send abstract of account to Southport Company.

16. The Committee and the Southport Company respectively will within forty-eight days after the thirtieth day of June and the thirty-first day of December in every year transmit to the other an accurate abstract of such accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Owning Company not to act as carriers.

17. The Southport Company will not during the continuance of this agreement act as carriers on the railway or any part thereof nor shall they permit or suffer any company or person other than the parties hereto of the first four parts and the Liverpool Southport and Preston Junction Railway Company if they obtain their Act of Incorporation and then only to the extent thereby authorised and the companies or persons lawfully using the railways of that company to act as carriers upon or to pass over or along the railway with engines or carriages of any description and the Southport Company will at all times hereafter abstain from doing and concurring in anything which may directly or indirectly interrupt impede or interfere with the use and enjoyment by the Committee or the Companies parties hereto of the second third and fourth parts of any of the rights powers and privileges intended to be secured by this agreement.

Term of agreement.

18. This agreement shall commence from the day on which the said railway shall have been opened for public traffic and if sanctioned by Parliament shall continue and be in force for the term of ten years and shall continue after the determination of that term until the same shall be determined by either the Committee or the Southport Company giving to the other of them twelve calendar months' notice in writing of their intention to determine the same Provided always that either party desiring that the agreement shall terminate at the end of the said term of ten years shall before the expiration of the ninth year of the said term give notice to the other party of such their intention and provided also that this agreement shall cease and determine if the Southport Company fail to maintain the sea wall and embankment mentioned in Article 1 of this agreement.

The three Railway Companies parties to agreement may use the railway.

19. The rights and powers of this agreement conferred on the Committee with respect to the use of the said railway may be exercised by the Sheffield Company the Great Northern Company or the Midland Company or any or either of them in the same way and subject to the same rules and regulations as between themselves as if the said railway formed part of the lines of the Cheshire Lines Committee Provided always that the proportion of tolls rates and charges in respect of such user to accrue to the Southport Company upon any traffic by any of the three companies shall in no case be less than the

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proportion which would accrue to the Southport Company if the traffic had been worked on the railway by the Committee under the terms of this agreement.

Notices.

20. Every notice for any of the purposes of this agreement given either by the Committee or by the Sheffield Great Northern or Midland Companies respectively or the Southport Company to the other of them shall be in writing under the hand of the secretary for the time being of the Company or Committee giving the notice and be left at the principal office of the Company or Committee to whom it is given.

Owning Company may inspect railway and working Company to leave same in repair.

21. The Southport Company may from time to time by an engineer or other agent to be nominated by them inspect the railway stations works and conveniences conected therewith and the Committee shall on the termination of this agreement hand over the railway stations sidings works and conveniences in good repair and condition (reasonable wear and tear only excepted) and if any difference shall arise between the parties hereto as to the state of repair and condition of the railway either during or at the termination of this agreement the matter shall be settled by arbitration in the manner hereinafter provided.

Arbitration

22. A standing abritrator (of whom Henry Tenant of the city of York general manager of the North-eastern Railway Company shall be first appointed) shall in the month of January in each year be appointed under the common seals of the Southport Company and the Committee and on failure of the parties to make such appointment he shall be appointed by the Attorney General for England for the time being and in every case in which any difference shall arise between the said Committee and the Southport Company or between the Companies parties hereto or any or either of them and the Southport Company touching the true intent or construction of this agreement or touching anything to be done suffered or permitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching any claim relating to any liability damages loss costs or expenses or otherwise relating to the premises or any clause matter or thing therein contained shall be referred to and determined by such standing arbitrator whose decision shall be final but save as expressly varied by this article every arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Committee and the Southport Company or any of the Companies parties hereto of the second third or fourth parts respectively and the Southport Company as the case may be and this article shall accordingly be and have effect as an agreement between the Committee and the Southport Company and the said Companies parties hereto of the second third and fourth parts respectively and the Southport Company or any or either of them as the case may be for arbitration under that Act.

Agreement subject to sanction by Parliament &c.

23. This agreement shall be subject to the sanction of Parliament being obtained thereto and the parties hereto of the second third or fourth parts or one of them will apply in the next or any succeeding session of Parliament to confirm this agreement and the other party or parties hereto shall concur in such application but this agreement shall be subject to such alterations as

Parliament shall think fit to make therein nevertheless if any material alteration be made therein by Parliament any of the parties hereto may elect to vacate this agreement.

In witness whereof the said Companies and Committee parties hereto have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of
Ed. Ross,
Secretary.

L.S.

The common seal of the Manchester Sheffield and Lincolnshire Railway Company was hereunto affixed in the presence of
Ed. Ross,
Secretary.

L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
W. C. Jackson,
Director.

L.S.

The common seal of the Midland Railway Company was hereunto affixed in the presence of
G. W. Paget,
Director of the Midland Railway Company
Sutton Bonnington Loughborough.

L.S.

The common seal of the Southport and Cheshire Lines Extension Railway Company was hereunto affixed in the presence of
Alfred Williams,
Secretary.

L.S.

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SECOND SCHEDULE.

AN AGREEMENT made the twentieth day of January one thousand eight hundred and eighty-five between the Cheshire Lines Committee (incorporated by "the Cheshire Lines Act 1867" and hereinafter called the Committee) of the first part the Manchester Sheffield and Lincolnshire Railway Company (hereinafter called the Sheffield Company) of the second part the Great Northern Railway Company (hereinafter called the Great Northern Company) of the third part the Midland Railway Company (hereinafter called the Midland Company) of the fourth part and the Southport and Cheshire Lines Extension Railway Company (hereinafter called the Southport Company) of the fifth part.

WHEREAS by an agreement made the twenty-sixth day of July last between the Committee of the first part the Sheffield Company of the second part the Great Northern Company of the third part the Midland Company of the fourth part and the Southport Company of the fifth part After reciting as is therein recited it was amongst other things agreed that the Southport Company would make and complete their railways stations sidings signals works and conveniences to the reasonable satisfaction in all respects of the engineer for the time being of the Committee who should before the opening of the railway for public traffic give a certificate in writing that the provisions of the article now in recital had been complied with And it was further agreed that on the opening of the said railway in the manner therein mentioned the Committee would maintain uphold and renew the Southport Company's railway as therein mentioned and man stock and work the same on the terms and in the manner and subject to the provisions and conditions in the now reciting agreement contained And by the fifth article of that agreement it was provided that if and whenever after the opening of the railway for public traffic any additional sidings or stations or station buildings or other works or conveniences connected with stations or otherwise were found to be necessary for the due development or safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or the Board of Trade or with the reasonable requirements of road surveyors or other local authorities with reference to the deviation or alteration and maintenance of roads or the performance of any obligations binding on the Southport Company the same should at the request of the Committee and according to plans to be approved by the Committee and to the reasonable satisfaction of their engineer for the time being be provided and completed by and at the expense of the Southport Company and when completed should for the purposes of the now reciting agreement be deemed part of the railway Provided always that not less than three months' notice should be given to the Southport Company by the Committee of such requirements as aforesaid being necessary and in case of any difference of opinion between the Southport Company and the Committee as to the necessity for or as to the extent or mode of carrying out such works or any of the matters referred to in

that article the same should so far as might be practicable be referred to the standing arbitrator in manner thereinafter mentioned And provided further that in case the Southport Company should if and when it had been agreed or settled by arbitration that any such works were to be constructed fail or decline to execute such additional works it should be lawful for the Committee if they thought fit themselves to execute such additional works and to find and provide the capital for the same and in that case the Committee should be entitled to charge to the Southport Company and deduct out of any money payable to them under the now reciting agreement interest at the rate of five pounds per centum per annum on all such capital so provided by the Committee for such purposes as aforesaid and at the expiration of the now reciting agreement any moneys advanced and paid under the now reciting provision by the Committee should be repaid to them by the Southport Company with interest thereon as aforesaid And whereas the several works mentioned and described in the first and second parts of the first schedule hereto were at the time of the opening of the said railway for public traffic uncompleted and the engineer of the Committee had not given the certificate mentioned in the second article of the hereinbefore recited agreement but in order to prevent delay in opening the railway for traffic the Committee at the request of the Southport Company consented to commence working the same and to execute and complete the several works mentioned in the first part of the said first schedule hereto upon payment to them of the sum of nine thousand eight hundred and fifty pounds and upon the Southport Company also agreeing that they would forthwith complete the works in the second part of the said first schedule And whereas the Southport Company before the opening of their railway for traffic paid to the Committee the sum of seven thousand pounds on account of the said sum of nine thousand eight hundred and fifty pounds so agreed to be paid by the Southport Company to the Committee as aforesaid leaving a balance of two thousand eight hundred and fifty pounds which has not been paid nor have the Southport Company executed and completed the works mentioned in the second part of the said first schedule and they are at present unable to raise the necessary capital for that purpose they are nevertheless promoting a Bill in the present session of Parliament to authorise the raising of further capital for the purposes of their undertaking And whereas in addition to the completion of the works mentioned in the first and second parts of the first schedule hereto the Committee consider it necessary for the due development and the safe convenient and economical reception accommodation conveyance and delivery of the traffic carried and to be carried over the Southport Company's railway that the several works mentioned in the second schedule hereto annexed should be forthwith carried out and executed by the Southport Company and the Committee have under the powers and provisions of the hereinbefore recited agreement and especially of the fifth article thereof requested and required the Southport Company to carry out and execute the same but they being unable to find the money necessary to pay for the same have requested the Committee to find and provide the capital for that purpose and have agreed to pay the Committee interest at the rate of five pounds per centum per annum on the capital they shall so provide and the Southport Company have also agreed that the Committee shall deduct and retain such interest out of any moneys payable

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to the Southport Company under the provisions of the hereinbefore recited agreement and they have also agreed for repayment to the Committee of any money advanced by them as aforesaid in manner hereinafter contained.

Now these presents witness and it is hereby mutually agreed and declared by and between the parties hereto for themselves their respective successors and assigns as follows that is to say:—

Southport Company request Committee to complete certain works and execute additional works.

1. The Southport Company hereby admit and declare that the whole of the works mentioned and described in the first schedule hereto were and are works which ought to have been carried out and executed by them prior to the opening of their railway for public traffic and which they had agreed with the Committee should be carried out by the Southport Company at their own expense and as part of their expenditure on capital account and the Southport Company hereby also admit that the works mentioned in the second schedule hereto are works which are necessary for the due development and safe convenient and economical reception and delivery of traffic to be carried over their railway and are such as they the Southport Company ought to carry out and complete at their cost under the terms of the fifth article of the hereinbefore recited agreement of the twenty-sixth day of July last and they hereby consent to the same being carried out by and request the Committee forthwith to execute the same on the terms and conditions hereinafter contained.

Committee to execute works mentioned in schedules.

2. The Committee will with all convenient despatch make execute and complete all the works now remaining unexecuted and uncompleted described in the first and second parts of the first schedule hereto and also all the additional works and conveniences particularly described and set forth in the second schedule hereto.

Southport Company to pay interest on costs of works executed by Committee.

3. The Southport Company will by half-yearly payments from the time of the payment of any money by the Committee under the provisions of this agreement until the repayment thereof pay to the Committee interest at the rate of five pounds per centum per annum on all moneys (except and subject to the credit on account hereinafter mentioned) for the time being expended by the Committee on the execution of and in connexion with the said works specified and set forth in the said schedules hereto And further that it shall be lawful for the Committee from time to time to deduct and retain such interest out of any moneys payable to the Southport Company by the Committee or the several Railway Companies parties hereto constituting that Committee under the hereinbefore recited agreement of the twenty-sixth day of July last.

Southport Company to repay Committee money expended by them.

4. The Southport Company will out of the first money they may be hereafter authorised to raise and which they may raise under the powers of any Act of Parliament for that purpose (subject to the payment of the costs of that Act) pay to the Committee all money with interest thereon as aforesaid which the Committee may have expended upon the railway works and undertaking of the Southport Company under the provisions of this agreement and in case any portion of the said money so expended by the Committee as aforesaid shall be unpaid at the expiration of this agreement then the Southport Company will repay the same to the Committee under the terms of the fifth article of the hereinbefore recited agreement.

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5. The Committee will in the settlement and adjustment of any account of money expended by them on the railway and undertaking under the terms of this agreement give credit and allow to the Southport Company the sum of six thousand five hundred and fifty pounds paid by the Southport Company on account of the works mentioned in the first part of the first schedule hereto in manner hereinbefore mentioned and recited.

Committee to give credit to Southport Company for money paid on account.

6. All disputes as to the proper execution of the works by this agreement agreed to be executed by the Committee whether as to the proper and sufficient execution and construction thereof or as to the amount to be paid for the same and as to the capital upon which the Committee shall be entitled to retain receive and be paid interest thereon as hereinbefore provided shall in case of difference be referred to and determined by the standing arbitrator for the time being appointed under the provisions of the said agreement of the twenty-sixth day of July last whose decision shall be final.

Arbitration.

7. This agreement shall be considered as an extension of and auxiliary to the hereinbefore recited agreement of the twenty-sixth day of July last and shall not be construed as in any way interfering with or taking away any of the powers of that agreement.

Agreement to be an extension of agreement of July last.

8. This agreement shall be scheduled to and confirmed by the Bill the Southport Company are promoting in Parliament in the present session as part and in extension of the agreement of the twenty-sixth day of July last if the Standing Orders of Parliament will so permit and the Committee to whom the said Bill is referred will sanction or any of the parties hereto may apply in the next or any succeeding session to confirm and sanction the same and the other parties hereto shall consent to and concur in such application nevertheless this agreement shall be subject to such alterations as Parliament may think fit to make therein though any of the parties may elect to vacate the agreement if any material alteration be made by Parliament therein.

Agreement to be confirmed by Parliament.

In witness whereof the said Committee and Companies parties hereto have hereunto affixed their respective common seals.

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of
Ed. Ross,
Secretary.

L.S.

The common seal of the Manchester Sheffield and Lincolnshire Railway Company was hereunto affixed in the presence of
Ed. Ross,
Secretary.

L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of
Reg. Capel,
Director.

L.S.

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

JAMES J. ALLPORT,
Director of the Midland Railway Company,
Littleover, near Derby.

L.S.

The common seal of the Southport and Cheshire Lines Extension Railway Company was hereunto affixed in the presence of

ALFRED WILLIAMS,
Secy.

L.S.

FIRST SCHEDULE before referred to.

First Part—Specifying the Works agreed to be executed by the Committee at the expense of the Southport Company :—

	Estimated cost. £	s.	d.
Soiling and sowing railway banks cuttings &c. and drainage works on the line - - - - -	1250	0	0
Completing the fencing for protection of railway against drifting sand &c. - - - - - - -	200	0	0
Platforms roofing and lighting and generally finishing the passenger station at Southport - - - - -	3600	0	0
The erection and completion of 24 cottages at different points on the railway between Aintree and Birkdale - - -	4800	0	0
	£9850	0	0

Second Part—Specifying the works agreed to be executed by the Southport Company at their own cost prior to the opening of the railway but have not yet been executed :—

	Estimated cost. £	s.	d.
A general goods station and mineral yard at Southport with all necessary approaches cranes weighing machines cattle pens and lighting together with stabling for horses - - -	2470	0	0
Road approaches cranes cattle pen loading wharf and necessary appliances for cattle goods and minerals at Birkdale Station - - - - - - -	1100	0	0
The like accommodation at Woodville Station - - -	750	0	0
The like accommodation at Barton and Halsall Station -	770	0	0
The like accommodation at Altcar and Hillhouse Station -	950	0	0

	Estimated cost. £	s.	d.
The like accommodation at Lydiate Station - - -	675	0	0
The like accommodation at Sefton Station - - -	685	0	0
Dwelling-house for station master or clerk-in-charge at Birkdale Station - - - - - - -	500	0	0
Completing post and rail fencing on the line of railway - -	345	0	0
The completion and reinstatement of the embankments and connections from subsidiary drains to main drain leading to River Alt - - - - - - -	3000	0	0
	£11245	0	0

SECOND SCHEDULE before referred to.

Being additional works which the Committee require the Southport Company to execute under the provisions of article 5 of the hereinbefore recited agreement:—

	Estimated cost. £	s.	d.
Construction of foot-warming and lamping apparatus at Southport Station and completion of cab shelter roofing spring buffer stops carriage loading flaps barriers and gates at that station and completion of footbridge over line and yard near the station - - - - - - -	1090	0	0
Extension and enlargement of engine shed at Southport -	2000	0	0
Erection and completion of the following works for the accommodation of the locomotive department, viz.:—Store rooms smith's shop and office shear legs and pit and siding also coal siding with proper coaling stage water mains valves &c. and completing the water tank - - - -	1450	0	0
Star grass planting - - - - - -	480	0	0
Strengthening and staying telegraph poles - - -	420	0	0
Iron buffer stops to complete stations - - - -	260	0	0
	£5700	0	0

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