CHAPTER xcvii.

An Act to confer further powers upon the Wigan Junction Railways Company; to authorise the Manchester, Sheffield, and Lincolnshire Railway Company to subscribe to the undertaking of and to enter into arrangements with the Wigan Junction Railways Company; and for other purposes. [17th June 1878.]

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WHEREAS the Wigan Junction Railways Company (in this Act called the Company) were by the Wigan Junction Railways Act, 1874, (in this Act called the Act of 1874,) incorporated and empowered to make certain railways in the county of Lancaster, and by the Wigan Junction Railways Act, 1875, (in this Act called the Act of 1875,) the Company were empowered to make certain other railways in the same county, and amongst others a branch railway therein and herein-after called Railway E:

37 & 38 Vict. c. cxvii.

38 & 39 Vict. c. clxxxix.

And whereas it is expedient that the Company be empowered to make an alteration or deviation of Railway E:

And whereas it is expedient that the Company be empowered to make the roads, to execute the other works, and to exercise the other powers by this Act respectively authorised, and to acquire, for the general purposes of their undertaking and works connected therewith, and for providing increased accommodation, certain lands, houses, and buildings in this Act described or referred to:

And whereas it is expedient that the period limited by the Act of 1875 for the compulsory purchase of land, and the periods respectively limited for the construction and completion of the railways and works by the Act of 1874 and the Act of 1875 respectively authorised, be extended:

And whereas it is expedient that the Manchester, Sheffield, and Lincolnshire Railway Company (in this Act called the Sheffield Company) be empowered to subscribe or contribute to the undertaking of the Company, and to appropriate a portion of their existing capital for the purpose of such subscription and contribution:

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And whereas it is expedient that the agreement between the Company and the Sheffield Company set forth in the schedule to this Act be confirmed:

And whereas plans and sections showing the lines and levels of the railway and works by this Act authorised to be constructed, and the lands by this Act authorised to be acquired, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Lancaster, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

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 Wigan Junction Railways Act, 1878; and the Act of 1874 and the Act of 1875 and this Act may be cited together as the Wigan Junction Railways Acts, 1874, 1875, and 1878.

Incorporation of general Acts.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; that is to say,

8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20.

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845:

26 & 27 Vict. c. 92.

Part I. (relating to the construction of a railway), Part II. (relating to extension of time), and Part III. (relating to working agreements) of the Railways Clauses Act, 1863:

8 & 9 Vict. c. 16.

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the giving of notices and the provision to be made for affording access to the special Act by all parties interested.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect

to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make railway according to deposited plans.

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 herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is—

A railway, two miles two furlongs and four chains in length (in this Act called Altered Railway E), wholly situate in the county of Lancaster, commencing in the township of Abram, in the parish of Wigan, by a junction with the Company's authorised Railway No. 1, at or near a point on the same railway 26 chains north of where that authorised railway crosses the Leeds and Liverpool Canal, and terminating in the township of Westleigh, in the parish of Leigh, at the point of termination of the Company's authorised Railway E.

Provided nevertheless that the Company shall not open Altered Railway E for passenger traffic until they have so made it as to pass over or under the Bickershaw Collieries Railway.

Power to make new roads, &c. according to deposited plans.

5. Subject to the provisions of this Act, the Company may make, in the lines shown on the deposited plans relating thereto, and according to the levels shown on the deposited sections relating thereto, the new roads herein-after described, with all proper works and conveniences connected therewith, and they may exercise the other powers herein-after mentioned, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those and other purposes; that is to say,

1. They may make a new road in the township of Culcheth, in the parish of Winwick and county of Lancaster, commencing from and out of Platt's Lane, at a point thereon 160 yards or thereabouts, measured along that lane in a northerly direction, from a point where the said lane is intersected by the centre line of the Company's authorised Railway No. 1, and terminating by a junction with the same lane at a point thereon 155 yards or thereabouts, measured along the said lane in a southerly direction, from the point of intersection aforesaid:

2. They may make a new road in the township of Rixton-cum-Glazebrook, in the parish of Warrington and county of Lan-

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caster, commencing from and out of the public highway leading from Glazebrook to Hollins Green and Risley, at a point thereon 20 yards north of the centre of the first bridge to the west of Glazebrook Station, and terminating by a junction with the same highway, at a point thereon 20 yards north of the centre of the second bridge to the west of Glazebrook Station, carrying that highway over the Liverpool Extension Railway of the Cheshire Lines Committee:

3. When and so soon as the new roads respectively are completed they may stop up and discontinue as public highways so much of Platt's Lane and so much of the said highway as respectively lie between the commencement and termination of the new roads, and they may appropriate to the purposes of the undertaking the portions of the lane and highway so to be stopped up and discontinued, so far as the same are bounded on both sides by lands of the Company:

4. They may raise Bickershaw Lane, in the parish of Wigan and county of Lancaster, to the level shown on the deposited section relating thereto.

Power to deviate in construction of new roads.

6. In the construction and alteration of roads authorised by this Act the Company may deviate to the extent of the limits of deviation marked on the deposited plans, or within the limits of deviation marked on the deposited plans in respect of the Company's authorised Railway No. 1, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the inclination as shown on the deposited sections of any road.

Provision for repair of new roads.

7. The new roads authorised by this Act, when completed, shall be substituted for the portions of the existing lane and highway by this Act authorised to be stopped up, and shall thenceforth have all the incidents, including the repair and maintenance thereof, which the said portions of lane and highway would have had if this Act had not been passed.

If any question shall arise between the Company and the surveyor of highways or other authority having the management of the said lane and highway as to the due completion of the new roads respectively, such question shall from time to time be determined by two justices on the application of either of the parties in difference, and after giving seven days notice to both parties of the sitting of the justices for the purpose; and the certificate of the justices of the due completion of the new roads shall be conclusive evidence of the fact so certified.

Power to cross a certain road on the level. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

8. Subject to the provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may, in the construction of their authorised Railway No. 1 (as altered by the Act of 1875), carry the same with a single line only, whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the road next herein-after mentioned; (that is to say,)

No. on deposited Plan of 1875.	Parish.	Description of Road.
54*b*.	Wigan.	Bickershaw Lane.

Alteration of s. 28 of Act of 1874 as to Bolton and St. Helen's road, and further provisions.

9. For the protection of the trustees of the Bolton and St. Helen's turnpike roads (who, with their successors and assigns, are herein-after comprehended in the expression the trustees), the following provisions shall have effect; that is to say,

1. Notwithstanding anything in section 28 of the Act of 1874, the Company may raise the surface of the Bolton and St. Helen's turnpike road (in this section called the road) to any extent not exceeding ten feet above the present level (at the place of crossing) of the road:
2. The Company shall at their own expense alter, lay out, and construct the road on the east and west sides respectively of the bridge (in the said twenty-eighth section mentioned) so as to fall with an inclination of not less than one in fifty from the centre of the roadway over such bridge when raised as provided by this Act at each end thereof, and shall tail out the same road on the west side of such bridge for the distance of not less than eight and a half chains from the centre line of railway, and on the east side thereof for the distance of not less than seven chains from such centre line:
3. For the purpose of making the slope or embankment of the road, the Company may deviate southerly from the present line of road to any extent not exceeding ten yards, but any land taken from the present road shall become the property of the owner of the adjoining land:
4. The Company shall at their own expense make and construct a good and sufficient footpath upon each side of the road so far as the same shall be taken up or disturbed by the Company, and such footpath shall be of the uniform width of seven feet, and shall be kerbed throughout the whole length

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thereof with six-inch kerbstones, and paved one yard in width with two-inch tiles, and a good and sufficient stone channel with square sets shall be made by and at the expense of the Company along the entire length of the road interfered with by the Company adjoining the footpath at each side thereof:

5. The Company shall at their own expense erect a fence wall of the height of seven feet above the centre of the roadway for the distance of not less than 50 feet in length on each side of the roadway from the west end of the said bridge, and for a distance of not less than 50 feet in length on each side of the roadway from the east end of the said bridge, and shall erect a good wood railing or fence from the termination of such fence wall on each side of the roadway at each end of the said bridge so far as the said road shall be tailed out or interfered with by the Company:

6. The above fence walls, wood railing, or fence footpaths, paving, kerbstones, and channellings shall for ever thereafter be maintained and repaired by and at the expense of the Company:

7. The whole of the works authorised or required to be done by the Company (for the trustees) by the said twenty-eighth section of the Act of 1874 and by this Act shall be done under the superintendence and to the satisfaction in all respects of the surveyor or engineer for the time being of the trustees:

8. The said twenty-eighth section of the Act of 1874 shall, save and except so far as the same is varied or altered by this Act, be and remain in full force and operation.

Amendment of ss. 26 and 30 of the Act of 1875.

10. The following sections of the Act of 1875 shall be read and applied as if Altered Railway E had been inserted therein in lieu of Railway E; (that is to say,)

Section 26 (Company to afford communication to John Speakman's collieries):

Section 30 (provision for the protection of the Westleigh Local Board).

Power to acquire additional lands.

11. Subject to the provisions of this Act, and in addition to the other lands which they are by this Act authorised to acquire, the Company may from time to time enter upon, take, use, and appropriate for the general purposes of the undertaking and works connected therewith, and for providing increased accommodation, all or any of the lands, houses, and buildings delineated on the deposited plans thereof and described in the deposited books of reference relating thereto respectively; that is to say,

Certain lands in the township of Lowton, parish of Winwick, and county of Lancaster, abutting upon the Bolton and St. Helen's turnpike road:

Certain lands in the township of Abram, parish of Wigan, and county of Lancaster, abutting upon Bickershaw Lane:

Certain lands in the township of Hindley, parish of Wigan, and county of Lancaster, bounded on the south by the Manchester, Eccles, Tyldesley, and Wigan Railway, on the west and north by Borsden Brook, and on the east by the Company's authorised alteration of Railway No. 1:

Certain lands in the township of Rixton-cum-Glazebrook and parish of Warrington and township of Culcheth and parish of Winwick, all in the county of Lancaster, abutting on Glazebrook River and Glazebrook Lane respectively:

Certain lands in the township of Culcheth, parish of Winwick, and county of Lancaster, abutting on Wigshaw Lane.

Period for compulsory purchase of lands.

12. 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.

Power to take easements, &c. by agreement. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106.

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

Notice to be given of taking houses of labouring classes.

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

Company to procure accommodation for persons of the labouring class to be displaced.

15. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall

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(unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: 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 procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may apply for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

Period for completion of works.

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

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

17. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of six hundred and sixty pounds, being five per cent. upon the amount by which the estimate in respect of the railway and works authorised by this Act exceeds the estimate of the Company's authorised Railway E to be abandoned, has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum, together with nine hundred and twenty-one pounds six shillings, being five per cent. upon the amount of the estimate of the Company's authorised Railway E, part of the moneys deposited in respect of the Act of 1875, is referred to in this Act as the deposit fund: Be it enacted, that, notwithstanding anything contained in the said Act, the said deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, which persons, survivors, or survivor are or is in this Act referred to as the depositors, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railway by this Act authorised, open the same for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to

the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Court shall, on the application of the depositors, or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

18. If the Company do not, previously to the expiration of the period limited for the completion of the railway by this Act authorised, complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

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Company to abandon Railway E.

19. The Company shall abandon the construction of Railway E authorised by the Act of 1875.

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

20. The abandonment by the Company under the authority of this Act of any portion of any railway or works 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 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 railway, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which has 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 Railways Clauses Consolidation Act, 1845, or the Act of 1875.

8 & 9 Vict. c. 20.

Compensation to be made in respect of portions of railway abandoned.

21. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railway or works authorised to be abandoned by this Act, the Company shall (if such lands are not required for Altered Railway E) be released from all liability to purchase or to complete the purchase of any such lands, but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or 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, and 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.

8 & 9 Vict. c. 18.

Extension of time for compulsory purchase of lands.

22. The powers of the Act of 1875 with respect to the compulsory purchase or taking of lands for the railways and works authorised by that Act (except in respect of Railway E) are, notwithstanding anything in that Act contained to the contrary, hereby extended and shall continue in force until the second day of August one thousand eight hundred and eighty.

Extension of time for construction of railways.

23. The periods respectively limited by the Act of 1874 and the Act of 1875 for the construction and completion of the railways and works by those Acts respectively authorised (other than Railway E) are, notwithstanding anything in those Acts respectively contained to the contrary, hereby extended to the sixteenth day of July one thousand eight hundred and eighty-two.

But if the railways or works shall not be completed within the extended period by this Act limited, then, on the expiration of that extended period, the power by this Act granted for making and completing those railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall be completed.

The term of eighteen months referred to in sub-section (1) of section 37 of the Act of 1875 shall run from the passing of this Act.

Altered Railway E. to be part of undertaking.

24. Altered Railway E shall for all purposes, including the demanding and recovering of tolls, rates, and charges, be part of the Company's undertaking, as if the same had been part of the railways of the Company authorised by the Act of 1874.

Funds of former Acts may be applied for this Act.

25. The Company may apply for the purposes of this Act such of their existing funds and of any moneys they are still authorised to raise as may not be required for the purposes for which they were so authorised to be raised.

Power to Sheffield Company to subscribe, and to apply funds for that purpose.

26. The Sheffield Company may, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the said Company specially convened for the purpose, from time to time subscribe any sum which they think fit towards the undertaking, or any specific part thereof, not exceeding in the whole two hundred thousand pounds; and the Sheffield Company may, with the like authority, contribute and apply, in or towards payment of their said subscription, any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking; and the Sheffield Company shall, in respect of the sums to be subscribed and the corresponding shares in the Company to be held by them, have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in the Company: Provided always, that the Sheffield Company shall not sell, dispose of, or transfer any of the shares of the Company for which they may subscribe.

Votes of Company at general meetings.

27. The Sheffield Company, whilst shareholders of the Company, may, by writing under their common seal, from time to time appoint some person to attend any meeting of the Company, and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings, and may vote thereat in respect of the capital held by the Sheffield Company.

Confirmation of agreement with the

28. The agreement between the Company of the one part and the Sheffield Company of the other part, set forth in the schedule to

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this Act, shall be and the same is hereby confirmed and made binding on the parties thereto: Provided always, that the vesting of the absolute ownership of the undertaking of the Wigan Company shall be evidenced by the execution of a deed of conveyance in which the purchase or consideration money shall be fully and truly stated, and which deed shall be duly stamped with the full ad valorem duty in respect of the consideration for the said transfer.

Power to Company to charge for warehousing of goods, &c.

29. The Company, in addition to any other tolls, rates, or charges which they can lawfully demand and recover, may demand and recover a reasonable sum for the warehousing and for wharfage of goods when delivered into or placed upon the yards or sidings belonging to and in the occupation of the Company (after due notice to the consignee and allowing a reasonable time for removal); but nothing herein contained shall extend or apply to coal, cannel, culm, slack, coke, or cinder traffic where such traffic is delivered into the yards or sidings owned or rented by the consignor or consignee, but where such coal, cannel, culm, slack, coke, or cinder traffic is wharfed upon sidings or yards belonging to and in the occupation of the Company, the Company may charge a sum for the use of such siding or yard not exceeding threepence per ton in respect thereof, and if the said traffic shall remain on the said siding or yard for a longer period than four days (Sundays, Good Friday, Christmas Day, and bank holidays excepted), the Company may charge a further reasonable sum in respect thereof.

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

30. 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.

Railway not exempt from provisions of present or future general Railway Acts.

31. Nothing in this Act contained shall exempt the Company or the railway 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.

32. 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.

The SCHEDULE referred to in the foregoing Act.

An Agreement made the 1st day of March 1878, 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 the Wigan Company are authorised to construct certain railways in the county of Lancaster between Wigan and the railway of the Cheshire Lines Committee at Glazebrook, and the Sheffield Company are one of the joint owners of the railways of the Cheshire Lines Committee, which railways are connected with the system of railways of the Sheffield Company: And whereas it has been agreed between the said parties hereto that the Sheffield Company shall provide working stock and staff, and work and maintain the Wigan Junction Railways, upon the terms and subject to the conditions herein-after mentioned: Now these presents witness that, in pursuance of the said agreement, and for the consideration herein-after mentioned, the Sheffield Company and the Wigan Company do hereby agree as follows; that is to say,

1. In consideration of the agreement or covenant herein-after contained on the part of the Sheffield Company, 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 several railways between Glazebrook and Wigan and Westleigh authorised by the Wigan Junction Railways Acts, 1874 and 1875, except Railway D, described in the last-mentioned Act (which railways are herein-after referred to as the railway) as a double line of railway (except as to Railway E, which may be a single line), 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 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.

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

3. 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

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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 said railway according to this agreement.

4. 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 said railway in a proper and efficient manner: Provided always, that the cost of maintaining, renewing, and upholding the railway and works for one year after the opening of the railway for public traffic shall be borne by the Wigan Company and paid by them to the Sheffield Company on demand.

5. 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 said 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 always, 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 and provided; and 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 deduct out of any money payable to them under this agreement, interest at the rate of 5 per cent. per annum on all such advances so made by them for such purpose as aforesaid.

6. 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, 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 all things of the Sheffield Company) 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 the obligations hereby conferred and imposed.

7. 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 fully and freely indemnify and save harmless the Wigan Company from and against all penalties, forfeitures, 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 any part thereof, or to any traffic thereon.

8. 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.

9. 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 referred to as the joint account), and such 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 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 that 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 station 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, mineral, live stock, parcel, and other like traffic originating or terminating on the railway when the accommodation has been provided by the Wigan Company.

10. 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.

11. Subject to the proviso herein-after contained, the Sheffield Company guarantee and undertake that the payment to be made half yearly to the Wigan Company, under the terms of this agreement, in respect of their share of the joint account shall not be less in any one half year than the sum of 3,750*l.* (except the railway shall be opened for public traffic on any other than the 1st day of January or the 1st day of July, in which case the first half-yearly payment shall be apportioned according to the portion of the half year during which such railway has been opened as aforesaid), notwithstanding that the balance of such account to be divided between the parties hereto as herein-before is provided shall show a less amount than that sum as payable to or for the share of the

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Wigan Company, and the Sheffield Company will from time to time, out of their own moneys, make up the deficiency, if any, between the share of the joint account due to the Wigan Company and the said sum of 3,750*l.*: Provided always, and the guarantee and undertaking in this clause contained on behalf of the Sheffield Company is upon the express condition that the Wigan Company shall have bonâ fide raised and received in cash, in respect of shares and stock of the Wigan Company (over and above any money raised or to be raised by means of debentures or debenture stock), the sum of 140,000*l.*, and shall have actually expended that sum upon the construction of the railway and works.

12. The Sheffield Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which 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 to 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.

13. 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 be 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 21 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.

14. 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 be left by the other at their principal office, or be delivered personally to the secretary.

15. 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.

16. A standing arbitrator (of whom George Leeman, of the city of York, Esq., M.P., shall be first appointed) 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 either of the parties to make such appointment, he 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, whose decision shall be final.

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

18. 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 which last-mentioned stocks the Sheffield Company shall guarantee and pay at the rate of interest at which the same were from time to time issued, and the Wigan Company shall join and concur in any such application to Parliament.

19. 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 two members of the board of directors of the Wigan Company, and that company shall and will do all acts necessary for making and confirming such nomination and appointment as aforesaid.

20. And lastly, the Sheffield Company and the Wigan Company hereby agree that they will, jointly or one of them, with the consent and concurrence of the other, in the session of Parliament which shall be held in the year 1878, or in the then next or some subsequent session, promote a Bill for confirming and carrying out this agreement, and each of them will use their best endeavours to procure the sanction of Parliament thereto.

21. This agreement shall be subject to such alterations 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 companies have hereunto affixed their respective common seals the day and year first above written.

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

William Fenton,
Deputy Chairman.

Seal of the Manchester, Sheffield, and Lincolnshire Ry. Co.

Passed under the common seal of the Wigan Junction Railways Company, in the presence of

N. Eckersley,
James Burrows, } Two Directors,
and
John S. Darlington,
Secretary.

Seal of the Wigan Junction Railways Company.

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