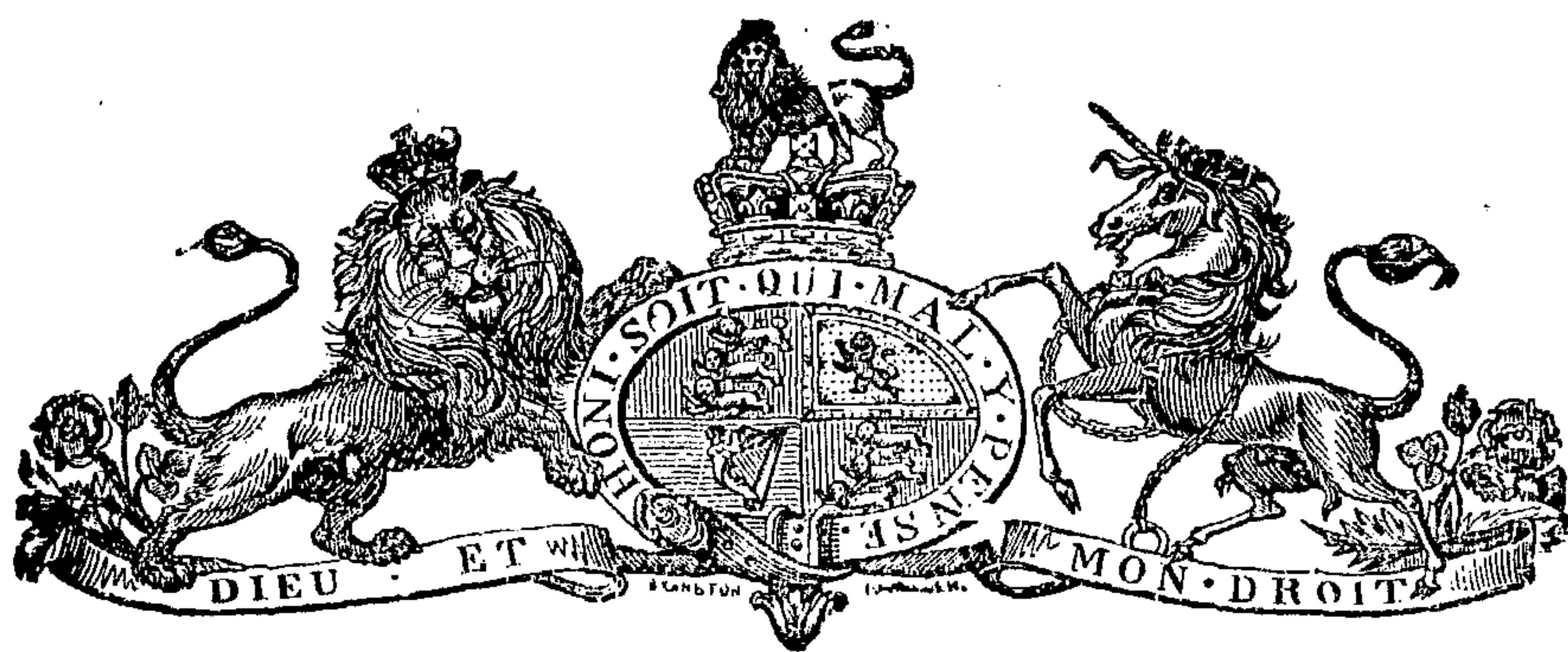




ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cxciii.

An Act to empower the *Lancashire Union* Railways Company to construct an Extension Line to *Saint Helens* and other Branches in the County of *Lancaster*; and for other Purposes.

[29th June 1865.]

WHEREAS by "The *Lancashire Union* Railways Act, 1864," the *Lancashire Union* Railways Company were incorporated and authorized to make certain Railways therein described for improving the Railway Communication between the Towns and Places of *Blackburn*, *Chorley*, *Wigan*, and *Hindley* in the County of *Lancaster*: And whereas the Construction by the *Lancashire Union* Railways Company of a Railway extending from their Railway already authorized to and to join the *Saint Helens* and *Rainford* Branch of the *London and North-western* Railway near to the Town of *Saint Helens*, and of other Branch Railways, will be of public and local Advantage: And whereas by the before-mentioned Act the *Lancashire Union* Railways Company were authorized to raise by Shares Two hundred and fifty thousand Pounds, and by borrowing Eighty-three thousand Pounds; and it is expedient that the Company should be authorized to raise further Sums for the

[Local.] 31 E Purposes

27 & 28 Vict.
c. cclxxiii.

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Purposes of this Act: And whereas by the same Act the *London and North-western* Railway Company were authorized to become Shareholders in the Undertaking of the *Lancashire Union* Railways Company to the Extent of One hundred thousand Pounds; and it is expedient that the *London and North-western* Railway Company should be authorized to become Shareholders in the *Lancashire Union* Railways Company to a further Extent as by this Act provided: And whereas by the same Act the *Lancashire Union* Railways Company and the *London and North-western* Railway Company were authorized to enter into and carry into effect Working and Traffic Agreements in reference to the Railways authorized by "The *Lancashire Union* Railways Act, 1864;" and it is expedient to extend the Powers of the said Companies for making Agreements in order that such Agreements may (if the Companies think fit) apply to the Railways by this Act authorized, and embrace the whole of the Undertaking of the *Lancashire Union* Railways Company: And whereas the Objects and 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. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "*The Lancashire Union* Railways Act, 1865."

Interpre-
tation of
Terms.

2. In this Act the following Expressions have respectively the several Meanings hereby assigned to them: The Expression "the Company" means the *Lancashire Union* Railways Company, the Expression "the Act of 1864" means "*The Lancashire Union* Railways Act, 1864," the Expression "the *North-western* Company" means the *London and North-western* Railway Company, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or in the Acts incorporated herewith, shall be read and have Effect as if the Debt or Demand in respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

8 & 9 Vict.
cc. 16., 18.,
and 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. & 118.
incorporated.

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters; (that is to say,)

"With respect to the Distribution of the Capital of the Company into Shares;"

"With

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- “ With respect to the Transfer and Transmission of Shares ;”
 “ With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls ;”
 “ With respect to the Forfeiture of Shares for Nonpayment of Calls ;”
 “ With respect to the Remedies of Creditors of the Company against the Shareholders ;”
 “ With respect to the Consolidation of Shares into Stock ;”
 “ With respect to the making of Dividends ;”
 “ With respect to the borrowing of Money on Mortgage or Bond ;”
 “ With respect to the Conversion of borrowed Money into Capital ;”
 and
 “ With respect to the Provision to be made for affording Access to the Special Act ;”

and Part II. of “ The Companies Clauses Act, 1863,” and Part I. of “ The Railways Clauses Act, 1863,” shall be incorporated with and form Part of this Act.

4. It shall be lawful for the Company at any Time and from Time to Time to raise by the Creation of Shares in their Undertaking, in addition to the Sum of Two hundred and fifty thousand Pounds which the Company are authorized to raise by Shares by the Act of 1864, such further Sums of Money as they shall from Time to Time deem necessary or expedient, not exceeding in the whole the further Sum of Two hundred thousand Pounds, and all further Sums so raised shall form Part of the general Capital of the Company ; and all additional Shares created and issued by the Company for the Purpose of raising the said Sum of Two hundred thousand Pounds shall be ordinary Shares, and shall respectively be of the same Amount, and shall confer upon the Holders thereof the same Rights and Privileges only, and shall be subject to the same Provisions in all respects, whether with reference to the Amount and Times of making Calls, to the Payment of Calls, or the Forfeiture of Shares for Nonpayment of Calls, or otherwise howsoever, as if they had been created under the Authority of the Act of 1864 ; and all and every Part of the Money raised by the Creation of such Shares shall be applied only to Purposes authorized by the Act of 1864 or by this Act.

Power to
Company to
increase
their Share
Capital by
new Shares.

5. It shall not be lawful for the Company to issue any Share for raising any Part of the Capital by this Act authorized, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Shares not
to issue until
One Fifth
paid up.

6. The Company may borrow on Mortgage of their Undertaking, in addition to the Sum of Eighty-three thousand Pounds by the Act of 1864 authorized to be borrowed, any further Sum or Sums, not exceeding

Power to
borrow on
Mortgage.

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exceeding in the whole Sixty-six thousand Pounds; and all and every Part of the Monies borrowed under the Authority of this Act shall be applied only to Purposes authorized by the Act of 1864 and by this Act: Provided always, that until the whole Sum of Two hundred thousand Pounds which the Company are by this Act authorized to raise by Shares shall have been *bonâ fide* subscribed for and issued, and One Half thereof shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the said Sum of Two hundred thousand Pounds has been subscribed for *bonâ fide* and issued, and that One Half thereof has been paid up, and that not less than One Fifth of the Amount of each Share was paid up on Issue of the same, and that such Shares are held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, the Company shall not borrow any Money under the Provisions of this Act.

Priority of
existing
Mortgages.

7. All Mortgages granted by the Company before the passing of this Act, and which may be still in force at the Time of the passing of this Act, shall, during the Continuance of such Mortgages respectively, and until they shall be paid off or renewed, have Priority over all Mortgages granted under the Authority of this Act.

Power to
apply Cor-
porate Funds
to Purposes
of this Act.

8. The Company from Time to Time may apply to the Purposes of this Act any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage by virtue of the Act of 1864, and which may not be required for the Purposes to which they are by that Act made specially applicable.

Power
to make
Railways.

9. It shall be lawful for the Company to make and maintain the Railways herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith respectively; (that is to say,)

No. 1. A Railway (herein called Railway No. 1.) commencing by a Junction with the *Saint Helens and Rainford* Branch of the *London and North-western* Railway in the Township of *Windle* in the Parish of *Prescot* in the County of *Lancaster*, at a Point near the Bridge there which carries the last-mentioned Railway over the *Gerard's Bridge* Branch of the Canal of the *London and North-western* Railway Company, now or heretofore called the *Sankey* Canal, and terminating in the Township of *Hindley* in the Parish of *Wigan* in the same County by a Junction with the authorized Main Line of the *Lancashire Union* Railways:

No. 2. A Railway (herein called Railway No. 2.) situate wholly within the Township of *Ince-within-Mackerfield* in the Parish of
Wigan

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Wigan and County of *Lancaster* aforesaid, commencing by a Junction with Railway No. 1. at a Point distant Seventeen Chains or thereabouts in a Westerly Direction from the Point at which the Line of the said intended Railway No. 1. crosses or intersects the *North Union* Railway, and terminating by a Junction with the said *North Union* Railway at the Distance of Five and a Half Chains or thereabouts in a Northerly Direction from the Point where the *Eccles, Tyldesley, and Wigan* Branch of the *London and North-western* Railway joins such *North Union* Railway :

No. 3. A Railway (herein called Railway No. 3.) situate wholly within the Township of *Ince-within-Mackerfield* aforesaid, commencing by a Junction with Railway No. 1. on the Westerly Side of the *North Union* Railway and at a Point at the Distance of One and a Half Chains or thereabouts in a Westerly Direction from the Point where the Line of Railway No. 1. crosses or intersects the said *North Union* Railway, and terminating by a Junction with the *Eccles, Tyldesley, and Wigan* Branch of the *London and North-western* Railway at a Point Eleven Chains or thereabouts on the Westerly Side of the Bridge which carries the last-mentioned Branch Railway over the public Highway leading from *Platt Bridge* to *Wigan* :

No. 4. A Railway (herein called Railway No. 4.) commencing in the Township of *Ashton-in-Mackerfield* in the Parish of *Winwick* in the said County of *Lancaster* by a Junction with Railway No. 1. at a Point Fifteen Chains or thereabouts North-east of the public Highway known as *Long Lane* in *Ashton-in-Mackerfield* aforesaid, and terminating in the Township of *Pemberton* in the said Parish of *Wigan* in a Field there known by the Name of the *Lower Coal-pit Hey*, belonging to the Trustees of the late Duke of *Bridgewater* and occupied by *William Hampson*, at a Point One Chain or thereabouts North of the public Highway called *Robin Lane* in *Pemberton* aforesaid, and Three Chains or thereabouts West of the Junction of the Occupation Road leading from *Worsley Hall* with *Robin Lane* aforesaid :

No. 5. A Railway (herein called Railway No. 5.) situate wholly in the Township of *Pemberton* aforesaid, commencing by a Junction with Railway No. 4. at a Point Twelve Chains or thereabouts on the Southerly Side of the Point where the Line of Railway No. 4. crosses the public Highway called *Little Lane*, and terminating by a Junction with the *Liverpool and Bury* Section of the *Lancashire and Yorkshire* Railway at a Point Seven Chains or thereabouts on the Westerly Side of the Bridge which carries *Little Lane* aforesaid over the said *Liverpool and Bury* Railway :

[*Local.*]

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No. 6.

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No. 6. A Railway (herein called Railway No. 6.) commencing in the Township and Borough of *Wigan* within the Parish of *Wigan* aforesaid by a Junction with the authorized Line of the *Lancashire Union* Railways at a Point Thirteen Chains or thereabouts on the South-easterly Side of the Highway through *Whelley*, leading from the *Scholes* in *Wigan* to *Aspull Moor*, and terminating in the Township of *Ince-within-Mackerfield* aforesaid at a Point Two Chains or thereabouts North of the *Kirkless Hall* Coal and Iron Company's Westernmost Iron Furnace.

Railways to be made according to deposited Plans.

10. Whereas a Plan and Section of the Railways by this Act authorized showing the Lines and Levels thereof, 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 which may be required to be taken for the Purposes thereof, have been deposited for public Inspection with the Clerk of the Peace for the County of *Lancaster*: Therefore, subject to the Provisions in this and the incorporated Acts contained, the Company may enter upon, take, and use all or any of the Lands defined on the said Plan and described in the said Book of Reference, and, subject to the Provisions and Powers of Deviation in this Act and in the Acts incorporated herewith contained, may make and maintain the said Railways in the Line or Course and upon the Lands delineated upon the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Section.

Lands for extra-ordinary Purposes.

11. The Company may by Agreement purchase Land adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Five Acres.

Powers for compulsory Purchases limited.

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 after the passing of this Act.

Lodging Houses not to be taken until Notice given.

13. The Company shall, not less than Eight Weeks before they take in any Parish Houses amounting to Fifteen in Number or more occupied by Persons belonging to the Labouring Classes either wholly or partially 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 the Company have made known their Intention to take the same in manner herein-before required.

14. The

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14. The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the Railway shall cease.

Period for Completion of Railways.

15. The Company may make such Openings in and Alterations of the Rails of the Railways with which Junctions are by this Act authorized to be effected and may do all such Acts and Works as are necessary in order to effect such Junctions.

Power to effect Junctions.

16. And whereas the Railways by this Act authorized, or some or One of them, will, if constructed in the Manner shown upon the deposited Plans and Sections, cross in the Parish of *Winwick* and Township of *Ashton-in-Mackerfield* the large Main Conduit or Pipe belonging to the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool* (herein-after called "the Corporation"), by means of which Water is conveyed from their Reservoirs at or near *Rivington* in the County of *Lancaster* to the Borough of *Liverpool* for the Supply of Water to the Inhabitants of *Liverpool* and the Neighbourhood thereof; and it is expedient, therefore, that Provision be made for preventing the Supply of Water by the Corporation being interrupted or interfered with by the Execution of the Powers of this Act: Therefore, in constructing any Railway under the Powers of this Act the Company shall (except with the previous Consent of the Corporation signified in Writing under the Hand of the Mayor or Town Clerk) conform to and observe the following Regulations, Stipulations, and Provisions; (that is to say,)

For Protection of the Main Pipe or Conduit of the Corporation of Liverpool.

1. They shall not in any Manner interfere with or disturb the said Main Pipe or Conduit of the Corporation in the Parish of *Winwick* and Township of *Ashton-in-Mackerfield*:
 2. They shall cause to be constructed, and shall maintain, a Bridge or Archway over the Railway for the Purpose of supporting such Main Pipe or Conduit, such Bridge or Archway to be not less than Twelve Feet in Width, and to be constructed to the Satisfaction of the Engineer of the Corporation; and the Corporation may by their Servants, Agents, and Workmen, at all Times have free Access to the said Main Pipe or Conduit for the Purpose of inspecting, examining, repairing, or renewing the same:
 3. The Company shall indemnify the Corporation against any Damages, Costs, or Expenses which the Corporation shall be called upon to pay and shall pay or incur by reason of the Exercise of any of the Powers of this Act, and the Corporation shall not be liable for any Damages, Costs, Charges, or Expenses which may arise to the Works of the Company,
- or

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or of any Traffic on the Railway, by reason of the bursting or leaking of any such Main Pipe or Conduit, unless such bursting or leaking occurred from the wilful Neglect or Default of the Corporation, their Servants, Agents, or Workmen :

4. The Provisions of "The Railways Clauses Consolidation Act, 1845," contained in the Sections of that Act Eighteen to Twenty-three inclusive, shall, subject nevertheless to the special Provisions herein contained in reference to the said Main Pipe or Conduit, apply to the Mains and Pipes, Watercourses and Water Pipes of the Corporation; and whenever in those Sections the Words "Company" or "Society" are used, the same shall for all the Purposes of this Act be held to extend to and include the Corporation.

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

17. And whereas the intended Railway firstly herein-before described will be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "the *Leeds and Liverpool* Canal Company") at or near a certain Place called *Bryn Moss* in the Parish of *Wigan* aforesaid, and likewise the intended Railway described as Railway No. 6. over a Basin of the said Canal between the Fourth and Fifth Locks of the said Canal near *Kirkless* in the Township of *Ince* aforesaid, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal : Therefore, in carrying the said Railway over the Canal and Basin the Company shall and they are hereby required at their own Expense to make good and substantial Bridges of Brick, Stone, Wood, or Iron over the said Canal and Basin and the Towing-path thereof respectively, with Approaches thereto and with perpendicular Foundation Walls to such Bridges, the under Side of the Keystone or Arch of such Bridges, or the under Side of the Beams or Girders thereof for the whole Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the said Canal and Basin, and the Opening or Span of such Bridges so constructed as to span over the entire Width of the Canal and Towing-path ; and the Space between the Piers of such Bridges (except so much thereof as shall be occupied by the Towing-path of such Canal) shall after the said Bridges shall have been completed from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge or the Erection of any future Bridges in lieu thereof) be left and preserved an open uninterrupted navigable Waterway.

Not to inter-
fere with
Pools be-
tween Locks

- 18. The Company shall not in any way lessen or interfere with the Space of the Pool between the said Fourth and Fifth Locks in *Ince*

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Ince aforesaid, or do any Matter or Thing whereby such Space may be lessened, or interfere with the free Supply of Water there.

Fourth and
Fifth at
Ince.

19. The Company shall make good all Damage that may be occasioned to the Works and Property of the *Leeds and Liverpool* Canal Company by the Construction, Renewal, or Want of Repair of the said Arches or Bridges or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing given by the *Leeds and Liverpool* Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the *Leeds and Liverpool* Canal Company may if they think fit make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damages and recover Payment for the same without giving such Notice as aforesaid.

Damages to
be made
good.

20. In case by reason or in the Execution of such Bridges and Works the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then the Company shall pay to the *Leeds and Liverpool* Canal Company as or by way of ascertained Damages the Sum of Fifty Pounds for every Day during which such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day, and in default of Payment of the said Sum on Demand being made on the Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the County of *Lancaster* are hereby empowered on Application to them made by the *Leeds and Liverpool* Canal Company, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels of the Company and to be paid to the *Leeds and Liverpool* Canal Company, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges for making such Distress and Sale and the Costs and Expenses of hearing and determining the Matter in dispute, to the Secretary of the Company for the Use of the Company, otherwise the *Leeds and Liverpool* Canal Company may sue for and recover the same, together with Costs of Suit against the Company, in any Court of competent Jurisdiction.

Navigation
of the Leeds
and Liver-
pool Canal
not to be
obstructed.

21. Provided always, That nothing herein contained shall prevent the *Leeds and Liverpool* Canal Company from recovering against the Company any special Damage that may be sustained by the *Leeds and Liverpool* Canal Company in consequence of the Works to be executed by the Company, or by the *Leeds and Liverpool* Canal Company

Company
liable for
special
Damage.

[Local.]

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Company

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Company for the Company, under the Provisions herein-before contained, or by reason of any Water oozing or escaping from the said Canal, or on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for; and the *Leeds and Liverpool* Canal Company may sue for and recover such Damage accordingly.

Bridges to
be kept
in good
Repair.

22. The Company shall and they are hereby required (unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the Company), at their own Expense, to maintain the said Bridges and Works in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the Company, the Company shall at their own Expense remove the said Bridges and Works, if they shall be required so to do by the *Leeds and Liverpool* Canal Company.

Company
not to de-
viate so as
to take any
Property of
the said
Canal Com-
pany.

23. It shall not be lawful for the Company to make any Deviation or Diversion whatever exceeding Five Yards in the Line, Course, or Direction of the said Railway near the said Canal as delineated and shown on the said Plans thereof deposited as aforesaid by which the said Canal, or the Locks, Towing-paths, Bridges, Buildings, Land, Property, or Works of the *Leeds and Liverpool* Canal Company or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, without the Consent in Writing under their Common Seal of the *Leeds and Liverpool* Canal Company first had and obtained.

Saving
Rights of
*Leeds and
Liverpool
Canal Com-
pany.*

24. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Leeds and Liverpool* Canal Company.

Railways to
form Part of
the Under-
taking of
the Com-
pany.

25. The Railways shall be and be deemed for the Purposes of Tolls and Charges, and for all Purposes whatsoever, Part of the Undertaking of the Company, as if authorized by the Act of 1864.

Bond for
Completion
of Railways.

26. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Sixteen thousand Pounds, being Eight *per Centum* upon Two hundred thousand Pounds, the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the last said recited Act, the said Sum so deposited, or the Interest or Dividends thereof, shall not, except on the Execution and Deposit of such Bond

as

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as herein-after expressed, be paid or transferred to or upon the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, except the Company before the Expiration of the Period by this Act limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if that Period expire before the Company either have opened the Railways for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the said Sum of Money so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum so deposited be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited, if the Company do not within the Time by this Act limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the said deposited Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered on the Bond shall be dealt with in like Manner as the deposited Sum, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

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Power to
North-
western
Company to
subscribe
further
Sums.

27. The *North-western* Company may from Time to Time with the Consent of Three Fifths at least of the Votes of the Proprietors in that Company present, personally or by proxy, at a Meeting specially convened for the Purpose, become Shareholders in the Company to any Extent not exceeding Eighty thousand Pounds, in addition to the Sum of One hundred thousand Pounds which the *North-western* Company are authorized to subscribe to the Undertaking of the Company under the Act of 1864, and any such additional Subscription shall for all Purposes be deemed to have been made by the *North-western* Company under the Authority of the Act of 1864; and the *North-western* Company shall have the same Powers and Rights of every Description and shall be subject to the same Provisions in respect of such additional Subscription, and of the Application and raising of Money for the Purposes thereof, as if the Words One hundred and eighty thousand Pounds had been written or printed in the Sixty-first Clause of the Act of 1864 instead of the Words One hundred thousand Pounds: Provided always, that for the Purposes of this Act, and with reference to this Act, the Words "present Session" in the Seventy-first Section of the Act of 1864 shall mean the Session of Parliament in which this Act was passed.

Working
and Traffic
Agreements.

28. For the Purposes of the Seventy-second and Seventy-third Sections of the Act of 1864 with respect to Working and Traffic Agreements, the Railways by this Act authorized shall be deemed Part of the Railways authorized to be made by the Act of 1864, as if they had been actually authorized by that Act, and the Powers and Provisions of such Sections shall extend to and embrace the whole of the Company's Undertaking.

Powers to
Lancashire
and York-
shire Rail-
way Com-
pany.

29. And whereas by the Thirtieth Section of the "*Saint Helens Canal and Railway (Transfer) Act, 1864*," Powers are granted to the *Lancashire and Yorkshire* Railway Company to use with their own Engines, Carriages, Waggons, Officers, and Servants, and for Traffic of every Description, so much of the Railway then belonging to the *Saint Helens Canal and Railway Company* as is situate between the Junction therewith of the *Lancashire and Yorkshire* Railway and the Junction of the *Sutton Oak* Junction of the *Saint Helens* Railway, together with certain Branches of the *Saint Helens* Railway: And whereas it is expedient and it hath been agreed that the *Lancashire and Yorkshire* Railway Company shall have also Access to *Saint Helens* by means of the Railways hereby authorized: Be it therefore enacted, That the *Lancashire and Yorkshire* Railway Company may run over and use with their own Engines, Carriages, Waggons, Officers, and Servants, and for Traffic of every Description, so much of the Railways hereby authorized as lies between the Junction of the Railway called on the deposited Plans No. 5. with the *Lancashire*

and

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and *Yorkshire* Railway Company at *Pemberton* and the Junction of the Railway called No. 1. on the deposited Plans with the *Saint Helens* Railway at *Gerard's Bridge*, so that by means of the said Railways the *Lancashire and Yorkshire* Railway Company may have Access to the *Saint Helens* Railway at *Gerard's Bridge* aforesaid, and exercise the Running Powers hereby conferred in conjunction with and in addition to the Running Powers given to the *Lancashire and Yorkshire* Railway Company by the *Saint Helens* Canal and Transfer Act, 1864.

30. The Use of the said Portions of Railway herein-before provided shall include all the Sidings, Platforms, Stations, Offices, Watering Places, Waterworks, and Conveniences connected with the said Portions of Railway, and shall be upon and subject to such Terms and Conditions, and upon Payment of such Tolls, Rates, or Charges as failing Agreement between the *Lancashire and Yorkshire* Railway Company and the *Lancashire Union* Railways Company shall from Time to Time be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either of the said Companies; provided that the Powers to use the said Portions of Railway, Works, and Conveniences shall be subject to the Byelaws, Rules, and Regulations for the Time being in force in relation thereto.

Condition of Use.

31. Provided also, That in exercising the Powers hereby granted it shall not be lawful for the *Lancashire and Yorkshire* Railway Company (unless with the Consent in Writing of the Company or of any Company for the Time being working the *Lancashire Union* Railways) to take up at any Station or Place on the Portions of Railway over which the said Powers extend any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station or Place on the same Portions of Railway; and if the *Lancashire and Yorkshire* Railway Company violate this Enactment, they shall for every such Violation pay to the Company any Sum not exceeding Fifty Pounds by way of Penalty.

Protecting local Traffic.

32. In constructing the Railway called on the said deposited Plans Railway No. 4., in the Township of *Pemberton* and Parish of *Wigan*, under and near the *Lancashire and Yorkshire* Railway, the Company shall be bound by the following Restrictions; namely,

Protecting the Lancashire and Yorkshire Railway.

The Company shall not without the Consent in Writing of the *Lancashire and Yorkshire* Railway Company deviate more than Two Chains from the Point of crossing shown on the said deposited Plans and Sections, and they shall not either temporarily or permanently alter the Level or contract the Width of the *Lancashire and Yorkshire* Railway to a less Width than Fifty-six Feet:

[Local.]

31 H

All

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All Works under and with relation to the *Lancashire and Yorkshire* Railway shall be executed at the Expense of the Company, under the Superintendence and to the Satisfaction of the Engineer of the *Lancashire and Yorkshire* Railway Company, and according to Plans and Specifications previously approved by the said Engineer :

If the Engineers of the Company and of the *Lancashire and Yorkshire* Railway Company differ concerning the said Plans or Specifications, or concerning the Method in which the said Works are to be executed, all such Differences shall be settled by an Engineer to be appointed by the Two Engineers, or if they cannot agree upon a Referee, then by an Engineer to be appointed by the Board of Trade on the Application of either Company :

The said Works shall be constructed and maintained so that the Traffic upon the *Lancashire and Yorkshire* Railway shall not be in anywise impeded, and if the said Traffic is so impeded the Company shall pay full Compensation to the *Lancashire and Yorkshire* Railway Company for any Loss or Damage occasioned by such Interruption, and also to any Company or Person other than the *Lancashire and Yorkshire* Railway Company injured thereby :

The Company shall acquire only an Easement in and upon the Land of the *Lancashire and Yorkshire* Railway Company for the Purpose of constructing and for ever after maintaining the said Railway No. 4., and the *Lancashire and Yorkshire* Railway Company shall grant such Easement :

The Amount to be paid to the *Lancashire and Yorkshire* Railway Company for the Acquisition of an Easement upon their Land as herein-before provided, including the Compensation, if any, for Interference with or Damage or Injury to their Railway and Works, shall be settled in case of Difference in the Manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands otherwise than by Agreement.

Arbitration
Clauses of
8 & 9 Vict.
c. 20. incor-
porated.

33. Except as provided by the last preceding Section, all the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, shall be incorporated with this Act and shall apply to all Arbitrations between the Company and the *Lancashire and Yorkshire* Railway Company, and any single Arbitrator to be appointed by the Board of Trade shall for the Purposes of the said Act be deemed to be appointed by Agreement between the Parties.

34. The

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34. The Heads of Agreement between the Company and the *London and North-western* Railway Company and others, a Copy whereof is set forth in the Schedule to this Act, are hereby confirmed and made binding upon the Parties thereto.

Confirming Agreement with *London and North-western* Company.

35. Nothing in this Act contained shall in any Manner prejudice, alter, or affect certain Articles of Agreement bearing Date the Twentieth Day of *January* One thousand eight hundred and sixty-one, and made between the *London and North-western* Railway Company of the First Part and the several Persons being respectively Owners or Lessees of Manufactories or Works and carrying on Business in the Township of *Widnes* in the County Palatine of *Lancaster* whose Names are in the Schedule thereunto subscribed of the Second Part, or the Rights, Benefits, or Privileges thereby conferred on the respective Parties thereto or referred to therein, or any of them.

Saving Rights under Agreement of Jan. 20, 1861.

36. Nothing in this Act contained shall affect any Contract entered into prior to the passing of this Act under the Provisions of the *Lancashire Union* Act with reference to the working and Use of the *Lancashire Union* Railways by the *North-western* Company, or the Powers conferred by the *Lancashire Union* Act with reference to entering into any such Contracts.

Saving Agreements with *London and North-western* Company under *Lancashire Union* Act.

37. The Company and the *North-western* Company respectively shall not, out of any Money by this Act or any other Act relating to them respectively authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by them respectively: Provided always, that the Company and the *North-western* Company respectively may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as may be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Interest not to be paid out of Capital.

38. The Company and the *North-western* Company respectively shall not, out of any Money by this Act or by any other Act relating to them respectively authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

39. Nothing

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Railways not
exempt from
Provisions
of present
and future
General
Acts.

39. Nothing in this Act shall be deemed or construed to exempt the Undertaking of the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the Rates for small Parcels and the maximum Rates of Fares and Charges authorized to be taken by the Acts relating to the Company.

Expenses of
Act.

40. All the Costs, Charges, and Expenses of and preparatory or incidental to the passing of this Act shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT made this Ninth Day of May One thousand eight hundred and sixty-five between the Lancashire Union Railways Company, herein-after called the Lancashire Union Company, of the First Part, the London and North-western Railway Company, herein-after called the North-western Company, of the Second Part, and the several Persons whose respective Names and Seals are in the Schedule hereunto respectively subscribed and affixed to these Presents, herein-after called the Guarantors, of the Third Part.

It is by these Presents mutually agreed by and between the Lancashire Union Company for themselves and as regards their own Acts and Defaults, and the North-western Company for themselves and as regards their own Acts and Defaults, and the Guarantors for themselves jointly and severally and for their respective Heirs, Executors, Administrators, and Assigns, and as regards their respective Acts and Defaults, as follows; (that is to say,)

ARTICLE 1.

The Lancashire Union Company will use their utmost reasonable Endeavours to obtain an Act, for which a Bill (herein-after called the intended Act) is now pending in Parliament in the course of the present Year One thousand eight hundred and sixty-five, authorizing the Construction of a Line of Railway from the Southern Terminus or some other Part of their Line already authorized to join the Rainford Branch of the North-western Railway, and for other Purposes, and for Power to raise the additional Capital for all such Purposes.

ARTICLE 2.

The North-western Company will support the Application for the intended Act, and will use their utmost reasonable Endeavours to insure the Success of the Application in the present Year.

ARTICLE 3.

The Lancashire Union Company will make the Main Lines of the Lancashire Union Railways already authorized and of such of the Railways intended to be applied for as aforesaid as shall be authorized with a Double Line of Rails throughout, and with all proper and sufficient Sidings, Stations, Works, and Conveniences (including Electric Telegraph) connected therewith, and will complete the same, so that the Railways shall be approved by the Government Inspector and be opened for public Traffic within the Time or respective Times by the said Lancashire Union Railways Act and the intended Act limited for the Completion thereof.

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ARTICLE 4.

The Sidings, Stations, Works, and Conveniences to be so made in connexion with the Railways shall be all such as the Two Companies (Parties hereto) shall agree upon, but shall be sufficient for the safe and convenient working thereof and the due Accommodation of the Traffic thereon.

ARTICLE 5.

In consideration of the Covenants herein contained on the Part of the Lancashire Union Company and the North-western Company respectively, the Guarantors, their Heirs, Executors, Administrators, or Assigns (herein-after referred to as the Guarantors and their Representatives), will pay to the North-western Company during Twenty-five Years from the Time of the opening of the Lancashire Union Railways and the working thereof by the North-western Company for public Traffic (herein-after referred to as the Term of the Guarantee) a yearly Sum equal to Ten Pounds per Centum on the Sum of Two hundred thousand Pounds.

ARTICLE 6.

The guaranteed yearly Sum of Twenty thousand Pounds shall be paid by half-yearly Payments on the Thirtieth Day of June and the Thirty-first Day of December in every Year, or within Twenty-eight Days after those Days respectively, but a proportionate Part only thereof shall be paid for any broken Half Year.

ARTICLE 7.

As Part of the Consideration for the Guarantee, the North-western Company and the Lancashire Union Company will perform and observe the following Terms and Conditions on their respective Parts; (that is to say,)

- A. The North-western Company will provide sufficient locomotive Power, except as herein-after mentioned, for hauling and will haul on all or any of the several now existing and intended Lines of Railway shown on the annexed Plan and coloured Pink (or on some other Line or Lines of Railway from Time to Time worked by the North-western Company), to the Docks at Widnes and Runcorn and Garston respectively, all such Waggons loaded with Coal intended for Shipment (Coal to include for all the Purposes of this Agreement Cannel, Slack, Culm, Coke, and Cinders), as shall from Time to Time be sent or tendered by any Person or Persons or Company to the North-western Company to be so hauled:
- B. The North-western Company will, as the Parties sending or tendering the same shall respectively require, deliver the Coal Waggons and their Loads at the Docks at Widnes and Runcorn and Garston respectively, to the respective Senders or Tenderers respective Agents at Garston and at Widnes and Runcorn, to be unloaded by such respective Agents:
- C. But if and so long as the Line or Lines between their respective Works and the said Docks at Widnes, Garston, and Runcorn, or any Part thereof respectively, shall not, in the Opinion of the Arbitrator, be so crowded with Traffic as to render it dangerous or inconvenient for private Traders to forward Traffic by their own Locomotives, and if

and

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and when the North-western Company shall so require, the Earl of Crawford and Balcarres and the Kirkless Hall Coal and Iron Company respectively (being Two of the Guarantors), and their respective Representatives, will provide the locomotive Power for hauling their respective loaded Coal Waggons to the Docks at Widnes and Runcorn and Garston respectively :

- D. All or any others or other of the Parties so sending or tendering, if and when they respectively think fit, may provide the locomotive Power for hauling their respective loaded Coal Waggons to the Docks at Widnes and Runcorn and Garston respectively :
- E. The Coal Trains for which locomotive Power is provided in accordance with this Article (C.) and (D.) shall be driven by the Engine Drivers, Breaksmen, and Stokers of the Persons supplying the Power; and the North-western Company will provide them, free of Charge, with all Water and other passing Station Accommodation proper and sufficient for the Purpose :
- F. The North-western Company shall not, however, be bound to provide locomotive Power for hauling any loaded or unloaded Coal Waggon on any Part of the intended Spur Line or Railway from Heath Charnock to Coppull, but shall be bound to haul the loaded and unloaded Coal Waggons from and to the Junction of that Spur Line with the authorized Main Line of the Lancashire Union Railway :
- G. There shall be charged for all Coal tendered and hauled for Shipment as aforesaid in accordance with this Article (A.) as Toll and for Haulage One uniform Rate of Fourteenpence and no more for every Ton of the Coal so hauled on any of the now existing and intended Lines of Railway coloured Pink on the annexed Plan, or by any other Route (if the North-western Company agree to any other Route), to the Docks at Runcorn, Widnes, or Garston as aforesaid :
- H. There shall be charged for all Coal hauled by any of the Parties so sending or tendering in accordance with this Article (C.) and (D.) as Toll One uniform Toll of Elevenpence and no more for every Ton of the Coal so hauled on any of those Lines coloured Pink, or any other Route (if the North-western Company agree to any other Route), to the said Docks, or any of them :
- I. The Rate or Toll to be paid in accordance with this Article (G.) or (H.) shall, as regards Coal hauled on the intended Spur Line from Heath Charnock to Coppull, cover the Distance hauled thereon.

ARTICLE 8.

In the Accounts between the North-western Company and Lancashire Union Company or either of them on the one hand, and the Guarantors and their Representatives from Time to Time liable under Articles 5 and 6 for the Payment of the guaranteed yearly Sum on the other hand, the North-western Company will give to them as a Class Credit towards the making up of such Guarantee for all Rates and Tolls by whomsoever paid from Time to Time in respect of Coals so delivered or tendered for Shipment as aforesaid in accordance with Article 7, and also the due Mileage Proportion in respect of the Lines of the Lancashire Union Company coloured Pink in the said Plan, or any of them,
of

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of all Rates and Tolls paid for Coals not intended for Shipment partly hauled over those Lines and partly over any other Portions of the now existing and intended Lines of Railway shown on the annexed Plan, and also the local Coal Traffic on the Lancashire Union Lines.

ARTICLE 9.

The North-western Company will, during the Term of the Guarantee, keep all such Accounts, Books of Account, and Vouchers, and in such Detail as shall be proper and sufficient for the Purposes of these Presents, so far as the Guarantors and their Representatives are interested, and they respectively and their respective Agents shall at all reasonable Times have full and free Liberty to inspect and transcribe the same with all proper and sufficient Facilities for the Purpose.

ARTICLE 10.

The Guarantors and their Representatives will from Time to Time appoint a Committee of Three of their Number to represent them for the Purposes of Articles 13 and 14, and will give to the North-western Company Notice in Writing, stating who are the Members of the Committee, and a Place in Wigan which for the Purposes of those Articles shall be deemed the Office of the Committee.

ARTICLE 11.

Within Thirty Days after June 30th and December 31st respectively, or as soon thereafter as is practicable, in every Year during the Term of the Guarantee, the North-western Company will make out in Writing under the Hand of One of their principal Officers and transmit to the Committee at their Office a full and correct Abstract of the Accounts, to be kept in accordance with Article 9, showing the Amounts of Rates, Tolls, and Charges payable in accordance with this Agreement during the then last Half Year in respect of Coal and the guaranteed Sum payable in accordance with this Agreement in respect of the then last Half Year.

ARTICLE 12.

If and whenever the Committee, within Thirty Days after the Transmission to them of any such Abstract of Accounts, require the North-western Company to verify the same they will do so, and will produce for the Purpose to the Committee or their Agent in that Behalf all proper and sufficient Accounts, Books of Account, and Vouchers.

ARTICLE 13.

If and whenever the North-western Company fail in keeping or producing any Account or Voucher to be so kept or produced by them, or in so making out, transmitting, or verifying any such Abstract of Accounts, every reasonable Presumption which the Case admits shall be made against them and in favour of the Guarantors and their Representatives.

ARTICLE

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ARTICLE 14.

If the North-western Company hereafter find it requisite for the due Conveyance and Accommodation of any of the Coal Traffic to which this Agreement relates to make, maintain, and work a new Line of Railway from Warrington to Runcorn, and it be completed and opened for public Traffic during the Term of the Guarantee, then the guaranteed yearly Sum shall thenceforth during the Term of the Guarantee be increased by a yearly Sum equal to 10% per Centum on the total Cost (not exceeding 80,000*l.*) of that new Line, and these Presents shall be read and have Effect as if that new Line were an Addition to and Part of the Lancashire Union Railways.

ARTICLE 15.

Although as between the Guarantors and their Representatives on the one hand and the North-western Company on the other hand, the Guarantors and their Representatives are to be liable jointly and severally for the Payment of the guaranteed yearly Sum, yet as between the Guarantors and their Representatives themselves their respective Liability shall be such as they mutually agree on.

ARTICLE 16.

If and whenever the North-western Company or the Lancashire Union Company, or the Guarantors or their Representatives, or any of them, so require, a formal Agreement in detail for carrying into effect the Provisions of Articles 5 to 15, both inclusive, and containing all usual and proper incidental Provisions and also Provisions for the Determination of all Differences between the Parties, or any Two or more of them, by Arbitration, in accordance with the Railway Companies Arbitration Act, 1859, shall be prepared and settled by John Bullar, Esquire, in case of Difference, and shall be executed under Seal by all Parties concerned.

ARTICLE 17.

If and whenever any Difference arises between the North-western Company on the one hand and the Lancashire Union Company on the other, or between the North-western Company on the one hand and the Guarantors and their Representatives, or any of them, on the other hand, touching the true Intent and Construction of these Presents, or touching anything to be done, suffered, or omitted in pursuance of these Presents, or touching any of the Incidents or Consequences of this Agreement, or touching any Breach or Nonfulfilment or alleged Breach or alleged Nonfulfilment of this Agreement, or touching any Liabilities, Damages, Losses, Costs, or Expenses by reason of any such Breach or Nonfulfilment, or touching any Claim or Demand relating to any such Liability, Damages, Losses, Costs, or Expenses, or otherwise relating to any of the Subject Matters of this Agreement, every such Difference shall be referred to and determined by Arbitration as herein-after provided for.

ARTICLE 18.

For the Purposes of Article 17 the several Provisions of "The Railway Companies Arbitration Act, 1859," shall be deemed to be incorporated with and
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to form Part of these Presents, and for the Purposes thereof the Expressions “Railway Companies” and “Companies” in those Provisions shall include such of the Guarantors and their Representatives as from Time to Time is or are Parties or a Party to any Difference to which Article 17 relates, and that Article shall for the Purposes of those Provisions be deemed to be an Agreement to refer and a Reference to Arbitration in accordance with that Act of all Differences to which that Article relates.

In witness whereof the said Companies of the First and Second Parts have hereunto affixed their Common Seals respectively, and the Parties hereto of the Third Part have hereunto set their Hands and Seals the Day and Year first above written.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.