

**CHAPTER xci.**

An Act to revive the powers and extend the time for the compulsory purchase of lands for, and to extend the time for the construction of certain authorised railways, to change the name of the St. Helens and Wigan Junction Railway Company, to amend the provisions of the Company's Acts, and to confer further powers upon the Company and others and for other purposes.

A.D. 1889.

[26th July 1889.]

**W**HEREAS by the St. Helens and Wigan Junction Railway Act, 1885, and the St. Helens and Wigan Junction Railway Act, 1886 (in this Act respectively referred to as the Act of 1885 and the Act of 1886), the St. Helens and Wigan Junction Railway Company (in this Act called the Company) were empowered to make the railways in the county of Lancaster therein respectively described:

And whereas the railway authorised by the Act of 1885 is in course of construction, but the powers limited for the purchase of some of the lands required for the purposes of that railway have expired:

And whereas it is expedient that the powers granted by the Act of 1885 (so far as they have not been exercised) for the compulsory purchase of lands for the purposes of the railway authorised by that Act (except such portion thereof as was authorised to be abandoned by the Act of 1886) should be revived and that the time limited by the Act of 1885 for the completion of the said railway (except as aforesaid) should be extended and also that the periods limited by the Act of 1886 for the acquisition of lands for, and for the completion of the railways by the last-mentioned Act authorised should be extended as by this Act provided:

And whereas it is expedient that the name of the Company should be changed as by this Act provided:

A.D. 1889.

And whereas it is expedient that the Company should be authorised to purchase the piece of land in this Act mentioned for the extension of Ashton Heath in accordance with the obligation imposed upon the Company by the Act of 1886 (section 6), and the local board for the district of Ashton-in-Makerfield, the local authority for the district in which the heath is situate have approved of the proposed purchase in accordance with the provisions of the said section :

And whereas it is expedient that the Company should be empowered to pay interest out of capital during the construction of the railways and works authorised by the Acts of 1885 and 1886 ; and that the further powers as in this Act mentioned should be conferred upon the Company :

And whereas it is expedient that the agreement between the Company and the Manchester, Sheffield and Lincolnshire Railway Company set forth in the schedule to this Act should be confirmed, and that the last-mentioned Company should be empowered to subscribe a sum of money towards the undertaking of the Company :

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

And whereas a plan of the lands required for the purposes of this Act, and a book of reference thereto, containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the peace for the county of Lancaster and are herein-after respectively referred to as the deposited plan and book of reference :

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 St. Helens and Wigan Junction Railway Act 1889.

Incorporation of  
general Acts.

2. The following enactments so far as they are applicable to the purposes of and are not varied by or inconsistent with this Act are incorporated with and form part of this Act namely :—

The Lands Clauses Consolidation Acts 1845, 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883.

Part IV. (relating to change of name) of the Companies Clauses Act 1863.

Part III. (relating to working agreements) of the Railways Clauses Act 1863.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction, and 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.

A.D. 1889.  
Interpreta-  
tion of terms.

**4.** From and after the passing of this Act the name of the Company shall be the "Liverpool, St. Helens, and South Lancashire Railway Company," and the provisions of Part IV. (change of name) of the Companies Clauses Act, 1863, shall apply accordingly.

Change of  
name of  
Company.

**5.** The powers conferred by the Act of 1885 for the compulsory purchase of lands for the purposes of the railway by that Act authorised (except such portion thereof as was authorised to be abandoned by the Act of 1886) are hereby revived and extended and the powers conferred by the Act of 1886 for the compulsory purchase of lands for the purposes of the railways by the last-mentioned Act authorised are hereby extended, and the said powers respectively shall be and continue in force and may be exercised by the Company until but not after the expiration of two years from the passing of this Act: Provided that in regard to Railway No. 3, authorised by the last-mentioned Act, the Company shall not take any land for the purpose of that railway except with the consent of the landowner.

Revival and  
extension of  
powers for  
compulsory  
purchase of  
lands.

**6.—(1.)** The time limited by the Act of 1885 for the completion of the railway and works by that Act authorised is hereby extended for the period of three years from the twenty-second day of July, one thousand eight hundred and ninety, and section 46 of the Act of 1885 shall be read and construed as if the period by this Act limited for the completion of the said railway and works had been the period limited by the Act of 1885.

Extension of  
time for con-  
struction of  
authorised  
railways.

**(2.)** The time limited by the Act of 1886 for the completion of the railways and works by that Act authorised is hereby extended for the period of three years from the twenty-fifth day of September, one thousand eight hundred and ninety-one, and section 29 of the Act of 1886 shall be read and construed as if the period by this Act limited for the completion of the last-mentioned railways and works had been the period limited by the Act of 1886.

A.D. 1889.

(3.) If the said railways and works be not completed within the extended period by this Act limited, then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Power to  
take lands  
for Ashton  
Heath.

7.—(1.) Subject to the provisions of this Act and in addition to the other lands which the Company are authorised to acquire, the Company may enter upon and take the lands herein-after mentioned delineated on the deposited plan and described in the deposited book of reference (that is to say) :—

Certain lands in the township of Ashton-in-Makerfield, in the parish of Winwick, in the county of Lancaster, on the western side of and adjoining Ashton Heath.

(2.) When and so soon as the Company shall have acquired the lands herein-before described, those lands shall be thrown into and form part of Ashton Heath, and shall vest in the owner for the time being of the said heath subject to the common and other rights now enjoyed over or in respect of that heath and the provision made by this section shall be taken as satisfying the obligation in that behalf contained in section 6 of the Act of 1886, and also in satisfaction of all common and commonable rights now enjoyed over or in respect of the portion of the said heath which the Company are authorised to take.

As to taking  
houses of  
labouring  
classes.

8.—(1.) Section 17 (as to taking houses of labouring classes) of the Act of 1885, and section 18 (as to taking houses of labouring classes) of the Act of 1886, shall apply in regard to the revival of powers and extension of time for the compulsory purchase of the lands authorised to be taken by those Acts, respectively, except that the first subsection of each of those enactments shall be read and have effect as if in each case the fifteenth day of December, one thousand eight hundred and eighty-eight were therein inserted, as well as the fifteenth day of December, one thousand eight hundred and eighty-four, or the fifteenth day of December, one thousand eight hundred and eighty-five, as the case may be.

(2.) Except as herein-before in this section mentioned or referred to, the Company shall not, under the powers of this Act, without the consent of the Local Government Board, purchase or acquire in any city, borough, or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district, ten or more houses which, after the passing of this Act, have been, or on the fifteenth day of December last, were, occupied either wholly or

partially by persons belonging to the labouring class as tenants or lodgers.

(3.) The expression "labouring class" includes mechanics, artisans, labourers, and others working for wages, hawkers, costermongers, persons not working for wages, but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants, whose income does not exceed an average of thirty shillings a week, and the families of any of such persons who may be residing with them.

9. The powers granted by this Act to the Company for the compulsory purchase of lands and houses shall not be exercised after the expiration of two years from the passing of this Act.

Period for compulsory purchase of lands.

10. The Company on the one hand and the Right Honourable William Cansfield Baron Gerard, his heirs and assigns (herein-after referred to as Lord Gerard), and the local board for the district of Ashton-in-Makerfield, or either of them, on the other hand, may enter into and carry into effect, agreements with respect to the height and span and other dimensions of the bridge, (mentioned in sections 8 and 10 of the Act of 1885), for carrying the railway, authorised by that Act, over lands belonging or reputed to belong to Lord Gerard, and in the occupation of the said local board, but so that no alteration be made in the line or level of the railway beyond the limits of deviation authorised by the said Act.

Power to enter into agreements for altering dimensions of accommodation bridge.

11. Notwithstanding anything in the Act of 1885 or the Act of 1886 or in any Act or Acts incorporated therewith respectively, it shall be lawful for the Company out of any moneys by those Acts authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the extended time limited by this Act for the completion of the works authorised by the said Acts of 1885 and 1886, or such less period as the directors may determine, but subject always to the conditions herein-after stated (that is to say) :—

Power to pay interest out of capital during construction.

(A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by the said Acts in respect of which such interest may be paid has been actually issued and accepted, and is held by shareholders who, or whose executors, administrators, or assigns, are legally liable for the same :

A.D. 1889.

- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C.) The aggregate amount to be so paid for interest shall not exceed forty thousand pounds, and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised, but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid :
- (D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus, advertisement, or other document of the Company inviting subscriptions for shares and in every certificate of shares :
- (E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :
- (F.) Until the expiration of the extended time limited by this Act for the completion of the works authorised by the Act of 1886, the share capital or stock authorised by the Act of 1885, shall be kept separate from the share capital or stock authorised by the Act of 1886, and shall be distinguished in the books of the Company, and on the share or stock certificates as the share capital or stock of the year 1885, and the share capital or stock of the year 1886 respectively :

Save as herein-before set forth, no interest or dividend shall be paid out of any share or loan capital which the Company are by any Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Confirmation  
of agreement  
with the  
Manchester,  
Sheffield, and  
Lincolnshire  
Railway  
Company.

**12.** The agreement between the Company of the one part and the Manchester, Sheffield and Lincolnshire Railway Company of the other part, set forth in the schedule to this Act, shall be, and the same is hereby, confirmed and made binding on the parties thereto : Provided that, in regard to article 26 of that agreement, if the Manchester, Sheffield and Lincolnshire Railway Company shall give their consent to the issue of any debenture stock, the interest on such stock shall have priority over the guaranteed dividends payable to the last-mentioned Company under that agreement.

**13.** Nothing in this Act or in the agreement between the Company of the one part and the Manchester, Sheffield and Lincolnshire Railway Company of the other part, set forth in the schedule to this Act, or in any agreement made under the authority of this Act, or of any Act relating to the Company, shall affect the rights of the Postmaster-General under the Telegraph Act, 1878, to place and maintain telegraphic lines in, under, upon, along, over or across the railways and works comprised in the undertaking of the Company, and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act, 1878, specified, and the Postmaster-General shall, after the passing of this Act or the making of any such agreement, be at liberty to exercise all the rights aforesaid, notwithstanding that the undertaking of the Company or any part thereof, is owned, leased, or worked by the Manchester, Sheffield and Lincolnshire Railway Company, and as freely and fully in all respects as he was entitled to do before the passing of this Act or the making of any such agreement.

A.D. 1889.  
For protection of Postmaster-General.

**14.** During the continuance of any agreement for the working or use of the railways by the Acts of 1885 and 1886 authorised, or any of them by the Manchester, Sheffield and Lincolnshire Railway Company, the railways of the Company and of the Manchester, Sheffield and Lincolnshire Railway Company shall, for the purposes of short distance tolls and charges be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railway of the Manchester, Sheffield and Lincolnshire Railway Company for a less distance than three miles, tolls and charges may only be charged as for three miles, and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only, and in respect of animals or goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only; and no other short distance charge shall be made for the conveyance of passengers, animals or goods partly on the railway of the Company and partly on the railway of the Manchester, Sheffield and Lincolnshire Railway Company.

Tolls on traffic conveyed partly on one railway and partly on the other.

**15.** The Manchester Sheffield and Lincolnshire Railway 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 that company specially convened for that purpose from time to time subscribe any sums which they may think fit towards the undertaking

Power to Manchester, Sheffield, and Lincolnshire Company, to subscribe to Company's undertaking.

A.D. 1889. of the Company as authorised by the Act of 1885, the Act of 1886 and this Act, not exceeding in the whole one hundred thousand pounds; and the Manchester Sheffield and Lincolnshire Railway Company may with the like authority contribute and apply in payment of their subscription any of the moneys which they now have in their hands or which they have power to raise by virtue of any Act relating to the last-mentioned Company and which may not be required for the purposes to which such moneys are by any such Act made specially applicable: Provided always that the Manchester Sheffield and Lincolnshire Railway Company shall not sell dispose of or transfer any of the shares in the said undertaking which they may subscribe as aforesaid.

Votes of  
Manchester  
Sheffield and  
Lincolnshire  
Company at  
general  
meetings of  
Company.

**16.** The Manchester Sheffield and Lincolnshire Railway 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 Company.

Power to  
apply cor-  
porate funds  
to purposes  
of Act.

**17.** The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Re-enact-  
ment of  
provisions  
for protec-  
tion of Lord  
Gerard.

**18.** So much of sub-section (6) of section 8 of the Act of 1885 as requires an alteration of the levels of the rails is hereby repealed, and sub-section 7 of the same section is also repealed; and the period of twelve months mentioned in sub-section (3) of section 13 of the Act of 1886 shall commence to run from the passing of this Act, and that sub-section shall be read and apply accordingly, and the period limited by sub-section (21) of the last-mentioned section for the exercise of the Company's option there referred to shall be extended for one year from the passing of this Act: Subject as aforesaid, and to any agreement between the Right Honourable William Cansfield Baron Gerard, his heirs and assigns, and the Company, section 8 of the Act of 1885, and section 13 of the Act of 1886, shall apply and have effect as if the provisions of those sections had been re-enacted in this Act.

Provision as  
to general  
railway Acts.

**19.** Nothing in this Act contained shall exempt the Company or the railways of the Company from the provisions of any general



Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act. A.D. 1889.

**20.** 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. Costs of Act.

A.D. 1889.

SCHEDULE.

AN AGREEMENT made the ninth day of May one thousand eight hundred and eighty-nine, between the MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-after called "the Sheffield Company") of the one part and the ST. HELENS AND WIGAN JUNCTION RAILWAY COMPANY (herein-after called "the St. Helens Company") of the other part.

WHEREAS by the St. Helens and Wigan Junction Railway Act 1885 the St. Helens Company was incorporated and empowered to make and maintain the railway therein described with all proper stations sidings approaches works and conveniences connected therewith and which railways when completed will form a junction in the township of Lowton in the county of Lancaster with the railway of the Wigan Junction Railways Company which are now partly owned and also under statutory authority worked by the Sheffield Company and by means thereof and of the railway of the Cheshire Lines Committee of which the Sheffield Company are joint owners with the Midland and Great Northern Railway Companies a continuous railway will be formed between St. Helens and Wigan and also between St. Helens and the various places and districts in the respective systems of the Sheffield Company and also of the Great Northern and Midland Railway Companies And whereas by the St. Helens and Wigan Junction Railway Act 1886 the St. Helens Company were empowered to make and maintain the railways therein mentioned being additions to and a deviation in the railway authorised by the said Act of 1885 And whereas the St. Helens Company has requested the Sheffield Company to man stock work and maintain their said undertaking as soon as it is completed and opened for public traffic which the Sheffield Company has consented to do upon the terms and conditions herein-after set forth and the parties hereto have agreed to enter into these presents :

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

Interpretation.

1. The expression "the railway" whenever herein employed means and includes the railway authorised by the St. Helens and Wigan Junction Railway Act 1885 and the railways numbered 1 2 3 and 4 authorised by the St. Helens and Wigan Junction Railway Act 1886 and the stations sidings approaches yards buildings junctions signals electric telegraph lands works and conveniences connected therewith.

St. Helens  
Company to  
complete  
railways.

2. The St. Helens Company will with all convenient despatch and within the time limited by the recited Acts or within such further time as may be limited by any Act or Acts of Parliament to be hereafter passed make and

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

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

St. Helens Company to make arrangements for opening railway.

4. On the opening of the said railway (with the sanction of the proper officer of the Board of Trade) for public traffic and at all times thereafter during the continuance of this agreement the Sheffield Company shall at their own risk and expense (subject to the proviso herein-after contained) maintain renew and uphold the said railway and will provide and employ all station-masters booking clerks porters engine-drivers guards workmen and watchmen and will supply all such locomotive power engines carriages trucks rolling stock plant stores stationery material and labour as shall be proper and sufficient for the working and user of the railway in accordance with this agreement and will work and use the railway and convey traffic thereon in a proper safe and convenient manner and so as properly and efficiently to develop and accommodate the through and local traffic of the district served by the railway Provided always that the cost of maintaining renewing and upholding the railway for one year after the opening thereof for public traffic shall be borne by the St. Helens Company and paid by them to the Sheffield Company on demand or otherwise it shall be lawful for the Sheffield Company to deduct such cost from any moneys payable by them to the St. Helens Company under this agreement.

Sheffield Company to work and maintain railway.

5. If and whenever after the opening of the railway for public traffic any additional sidings or stations or station buildings or other works or conveniences connected with stations or otherwise are found to be necessary for the due development or safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or the Board of Trade or with the reasonable requirements of road surveyors or other local authorities with reference to the deviation or alteration and maintenance of

St. Helens Company to provide additional works if necessary.

A.D. 1889.

roads or the performance of any obligations binding on the St. Helens Company the same shall at the request of the Sheffield Company and according to plans to be approved by the Sheffield Company and to the reasonable satisfaction of their engineer for the time being be provided and completed by and at the expense of the St. Helens Company and when completed shall for the purposes of this agreement be deemed part of the railway Provided always that not less than three months notice shall be given to the St. Helens Company by the Sheffield Company of such requirements as aforesaid being necessary and in case of any difference of opinion between the St. Helens Company and the Sheffield Company as to the necessity for or as to the extent or mode of carrying out such works or any of the matters referred to in this article the same shall so far as may be practicable be referred to the standing arbitrator in manner herein-after mentioned And provided further that in case the St. Helens Company shall if and when it has been agreed or settled by arbitration that any such works are to be constructed fail or decline to execute such additional works it shall be lawful for the Sheffield Company if they think fit themselves to execute such additional works and to find and provide the capital for the same and in that case the Sheffield Company shall be entitled to charge to the St. Helens Company and to deduct out of any money payable to them under this agreement interest at the rate of five pounds per centum per annum on all such capital so provided by the Sheffield Company for such purposes as aforesaid.

Sheffield Com-  
pany to fix  
trains and rates  
and fares.

6. The Sheffield Company shall fix the number of trains and the times and places at which they shall start and stop and the tolls rates and fares through and local to be charged and taken on the railway with due and reasonable regard to the interests of the St. Helens Company and the reasonable requirements of the public and in the event of the St. Helens Company objecting to the number of trains and the times and places at which they shall start and stop and the tolls rates and fares so fixed the same shall be settled by arbitration in manner herein-after provided.

St. Helens  
Company to  
pay rent-  
charges, &c.

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

Sheffield Com-  
pany to pay  
working  
expenses.

8. The Sheffield Company shall pay all working expenses including all rates duties and taxes (except as provided for in the previous article of this agreement) and all other charges and expenses of and incident to the maintaining and working the railway and works and the providing of locomotive power and rolling stock and the conduct and working of the traffic And the St. Helens Company shall guarantee the repayment to the Sheffield Company of the said working expenses in manner herein-after provided.

As to super-  
fluous lands.

9. No land belonging to the St. Helens Company shall be disposed of by them in any way as superfluous land unless it has been previously declared in writing by the Sheffield Company that such land is not required for the purposes

of the railway and until the said superfluous land shall have been either sold or brought into use for the actual purposes of the railway all rents derivable from the same lands shall belong solely to and be received by the St. Helens Company Any difference relating to the said superfluous lands shall be referred to arbitration in manner herein-after provided.

A.D. 1889.

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

Sheffield Company may exercise rights of St. Helens Company as to working, &c.

11. The Sheffield Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times indemnify and keep indemnified the St. Helens Company from and against all obligations and liabilities in that behalf and from and against all penalties failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Sheffield Company their agents officers or servants.

Sheffield Company to indemnify St. Helens Company in certain cases.

12. The St. Helens Company hereby covenant with the Sheffield Company that they the St. Helens Company will pay and guarantee to the Sheffield Company in every year the actual cost and expenses (as herein-after particularised) of that company in working and maintaining the railway that is to say :—

St. Helens Company to guarantee working expenses.

(a.) The actual expenses incurred or expended by the Sheffield Company in working and maintaining the railway including therein all rates duties and taxes (except as provided for in article 7 of this agreement) and the salaries wages and expenses of clerks and servants and other general office expenses incurred by the Sheffield Company in conducting managing and working the railway and keeping all accounts requisite and necessary under this agreement :

(b.) Interest at 4 per cent. per annum on the cost of all locomotives and rolling stock plant and stores which the Sheffield Company may have provided and used for the purpose of working the traffic over the railways together with interest at a like rate on all money expended by the Sheffield Company in providing the necessary engine sheds and workshops in connexion therewith :

A.D. 1889. — And the St. Helens Company hereby agree that the Sheffield Company may out of any money due to the St. Helens Company under this agreement from time to time retain and repay to themselves the several payments charges and expenses herein-before particularised and if in any half year the money due to the St. Helens Company shall be insufficient for the purpose aforesaid the balance if any remaining due to the Sheffield Company shall be carried to the credit of the Sheffield Company and to the debit of the St. Helens Company in the next subsequent half-yearly account and so on from half year to half year.

Division of receipts.

13. The gross amount of all tolls fares rates rents and charges (herein-after referred to as the gross receipts) from time to time payable to the St. Helens Company and the Sheffield Company respectively as herein-after defined in respect of the railways and traffic thereon shall be received by the Sheffield Company and shall be divided between and belong to the Sheffield Company and the St. Helens Company in equal moieties Provided always that in case the share of such gross receipts belonging and due to the Sheffield Company shall in any half year be insufficient to repay to them the actual costs and expenses incurred by them in working and maintaining the railway as defined by the last preceding article of this agreement then and in that case the Sheffield Company may also retain so much (or if necessary the whole) of such gross receipts as shall be sufficient to repay to the Sheffield Company their actual costs and expenses (as defined as aforesaid) of working and maintaining the railway Provided further that the Sheffield Company shall also be entitled in each half year to retain out of any such gross receipts or the share or balance thereof due to the St. Helens Company a sum sufficient to pay to the Sheffield Company the interest guaranteed on the shares to be taken by them in the St. Helens Company as herein-after provided The ultimate balance of the share of the gross receipts after the deductions aforesaid and after making any other deductions authorised by this agreement due or belonging to the St. Helens Company shall be paid to them in manner herein-after provided.

Defining gross receipts.

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

- (1.) The rates tolls charges and fares (less the Government duty and the usual allowances made by the Railway Clearing House for cartage and delivery when those services are included in the rates) charged from time to time in respect of all traffic originating at any place on the railway and terminating at some other place on the railway.
- (2.) The full mileage proportion (after deduction of the usual Clearing House terminals Government duty and "paid ons" and "paid outs" and any other payments to other companies) of the rates tolls charges and fares charged from time to time in respect of all through traffic originating or terminating on any other railway and carried over the railway either to or from any stations or places upon or beyond the railway.
- (3.) The amount received for station to station terminals according to Clearing House regulations for all goods materials coals minerals live stock parcels and other traffic originating or terminating on the railway when the accommodation has been provided by the St. Helens Company.

(4.) The receipts of the Sheffield Company due to the St. Helens Company arising from all sources including all charges payments and allowances received by the Sheffield Company for the advertising bookstalls and refreshment rooms concessions or privileges in respect of the railway and the amount received in respect of the railway by the Sheffield Company from the Post Office for the conveyance of mails and parcels and for way leave and maintenance of telegraph wires and for commission upon public telegraph messages other than and except the rents of superfluous lands belonging to the St. Helens Company not used for the purposes of their undertaking. A.D. 1889.

15. The Sheffield Company shall subject to their obtaining the consent of Parliament subscribe for shares in the St. Helens Company to the extent of £100,000 the interest whereon shall be guaranteed to the extent of £3 10s. 0d. per cent. per annum in manner herein-after provided. Provided the Sheffield Company shall not be bound to make any such subscription until the remainder of the capital of the St. Helens Company (other than the said £100,000) authorised by their said Act of 1885 is issued and accepted and not less than one-fifth part of the amount of each separate share in such remainder of the capital has been paid on account thereof before or at the time of the issue or acceptance thereof and unless such remainder of the capital is issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and such persons or corporations their executors, administrators successors or assigns are legally liable for the same and then only upon production to the Sheffield Company of the books of the St. Helens Company and of such other evidence as the Sheffield Company shall think sufficient in proof of the matters aforesaid. Sheffield Com-pany to sub-scribe for £100,000 worth of shares.

16. The St. Helens Company hereby covenant with the Sheffield Company that they the St. Helens Company will pay and guarantee to the Sheffield Company interest after the rate of £3 10s. 0d. per cent. per annum on the said shares of the value of £100,000 so to be subscribed for by the Sheffield Company as aforesaid and for this purpose will pay to the Sheffield Company the sum of £3,500 per annum by two equal half-yearly payments of £1,750 each on the 1st day of January and the 1st day of July in every year the first of such payments or a proportionate part thereof having regard to the date at which the Sheffield Company shall pay any capital on account of such shares and the amount so paid to be made on the first of January or the first of July as the case may be following the opening of the railway for public traffic. Provided that if the St. Helens Company shall in any year pay a dividend at a higher rate than three pounds ten shillings per cent. per annum the Sheffield Company shall be entitled to participate in such dividend but shall give credit for the half-yearly payment herein-before provided for and made in respect of that particular year as part payment of any such dividend and in determining whether the St. Helens Company has or has not paid a dividend at the rate of three pounds ten shillings per cent. per annum all dividends whether interim or otherwise in respect of such year shall be treated as one dividend for the purposes of this article. St. Helens Company to guarantee interest on shares sub-scribed for by Sheffield Company.

17. In addition to all other remedies provided by this agreement any money found due to the Sheffield Company under the provisions of this agreement Balances due to Sheffield Company to be

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debts due from  
St. Helens  
Company and  
be recoverable.

shall be considered as a debt due to the Sheffield Company by the St. Helens Company with interest at 5 per cent. per annum until payment and shall be recoverable by the Sheffield Company with full costs against the St. Helens Company in any court of competent jurisdiction and so long as any such deficiency with interest and costs as aforesaid shall remain unpaid the same may be placed to the credit of the account of the Sheffield Company in the next subsequent half year and so on from half year to half year and against the account of the St. Helens Company in respect of any division of gross receipts between them and the Sheffield Company or any money which the St. Helens Company may be entitled to receive under this agreement and so that no division of gross receipts or any money shall become due and payable to the St. Helens Company until the Sheffield Company shall have been first duly satisfied and paid the whole of the sums and money which they are entitled to receive and be paid in manner herein-before provided.

Payment of  
balance due to  
St. Helens  
Company.

18. The ultimate balance of the gross receipts as herein-before defined (after making all deductions herein-before provided for) due to the St. Helens Company under this agreement shall be paid in respect of each half year within two calendar months after the 30th of June and 31st of December in each year provided that monthly accounts shall so far as practicable be prepared by the Sheffield Company.

Directors to be  
nominated by  
Sheffield Com-  
pany.

19. Three of the directors of the St. Helens Company shall from time to time be nominated by the directors of the Sheffield Company in writing under the hand of the chairman or secretary of the Sheffield Company and may be removed by the directors of the Sheffield Company in like manner Any vacancies caused by removal death or resignation amongst the directors nominated shall be filled up by the directors of the Sheffield Company in like manner.

The Sheffield  
Company and  
St. Helens  
Company to  
keep accounts.

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

Sheffield Com-  
pany to send  
abstract of  
accounts to  
St. Helens  
Company.

21. The Sheffield Company and the St. Helens Company respectively will within two calendar months after the 30th day of June and the 31st day of December in every year transmit to the other an accurate abstract of such accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Owing com-  
pany not to act  
as carriers.

22. The St. Helens Company will not act as carriers on the railway or any part thereof nor shall they permit or suffer any company or person other than the Sheffield Company to act as carriers upon or to pass over or along the railway with engines or carriages of any description and the St. Helens Company will at all times hereafter abstain from doing and concurring in anything which may directly or indirectly interrupt impede or interfere with the use and enjoyment by the Sheffield Company of any of the rights powers and privileges intended to be secured by this agreement.



23. This agreement other than such part thereof as relates to the subscription by the Sheffield Company to the capital of the St. Helens Company which shall take effect as and from the date when this agreement shall be sanctioned by Parliament shall commence from the day on which the said railway shall have been open for public traffic and if sanctioned by Parliament shall be perpetual.

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Term of  
agreement.

24. Every notice for any of the purposes of this agreement given either by the Sheffield Company or the St. Helens Company to the other of them shall be in writing under the hand of the secretary for the time being of the company giving the notice and be left at the principal office of the company to whom it is given.

Notices.

25. The St. Helens Company undertake not to apply to Parliament for power to make any other railways without first having received the formal approval and assent of the Sheffield Company.

St. Helens  
Company not  
to make other  
railways  
without  
Sheffield Com-  
pany's assent.

26. The St. Helens Company undertake not to create or issue or to apply to Parliament for power to create or issue any debenture or preference stock the interest or dividends on which shall have priority over the interest herein-before guaranteed upon the capital to be subscribed by the Sheffield Company without the consent of the Sheffield Company.

St. Helens  
Company not  
to issue debenture or preference stock having priority over Sheffield shares.

27. If the St. Helens Company shall at any time hereafter construct the railways numbered 5 and 6 authorised by the St. Helens and Wigan Junction Railway Act 1886 or after having received the assent of the Sheffield Company as herein-before provided shall construct any other railways the same and all works and conveniences thereto belonging shall after the opening thereof for public traffic form part of the railway the subject of this agreement and shall be worked and maintained and the rents and tolls thereof applied accordingly and all the provisions of this agreement to take effect from and after the opening of the railway for public traffic shall apply to such additional railways and works after the opening thereof for public traffic as if such additional railways and works had been included in the definition of the railway herein-before contained.

New railway  
constructed by  
the St. Helens  
Company to be  
included in  
this agreement.

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

Arbitration.

A.D. 1889. to be in difference between the Sheffield Company and the St. Helens Company and this article shall accordingly be and have effect as an agreement between the Sheffield Company and the St. Helens Company for arbitration under that Act.

Agreement to  
be subject to  
sanction of  
Parliament.

29. The agreement shall be subject to the sanction of Parliament being obtained thereto and to any consent of the shareholders of either of the companies parties hereto which Parliament may require to be given and the parties hereto or either of them may apply in the present or any succeeding session of Parliament to confirm this agreement and the other party hereto shall concur in such application but this agreement shall be subject to such alterations as Parliament shall see fit to make therein nevertheless if any material alteration be made therein by Parliament either of the parties hereto may elect to vacate this agreement.

In witness whereof the respective companies have caused their respective common seals to be hereunto affixed the day and year first before written.

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

ED. ROSS,  
Secretary.

Seal of the  
Manchester, Sheffield  
and Lincolnshire  
Railway  
Company.

The common seal of the St. Helens and Wigan Junction  
Railway Company was hereunto affixed in the  
presence of

JOHN HAMMILL,  
Secretary.

Seal of the  
St. Helens and  
Wigan Junction  
Railway  
Company.

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