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VICTORIÆ REGINÆ.

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Cap. ccxxxiii.

An Act to empower the *Lancashire Union Railways Company* to construct new Railways in the Townships of *Parr, Haydock, and Ashton-in-Makerfield* in the County of *Lancaster*; and for other Purposes. [16th July 1866.]

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 by "The *Lancashire Union Railways Act, 1865*," the *Lancashire Union Railway Company* were authorized to construct a Railway, extending from their Railway authorized by The *Lancashire Union Railways Act, 1864*, to and to join the *Saint Helen's and Rainford Branch* of the *London and North-western Railway*, near to the Town of *Saint Helen's*, and other Branch Railways: And whereas the Construction of a Railway from the *Broad Oak Branch* of the *London and North-western Railway* in *Parr* to and to join the said Railway authorized by the said Act of 1865 in the Township of *Ashton-in-Makerfield* both in the said County of *Lancaster*, and of a Branch Railway therefrom, will be of

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public

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public and local Advantage: And whereas a Plan and Section showing the Lines and Levels of the proposed Railways and the Lands which the Company are by this Act empowered to acquire for the Purposes thereof, and a Book of Reference to such Plan containing the Names of the Owners, Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Lancaster*: And whereas by the before-mentioned Act of 1864 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 by the before-mentioned Act of 1865 the *Lancashire Union Railway Company* were authorized to raise the further Sum of Two hundred thousand Pounds by Shares, and of Sixty-six thousand Pounds by borrowing, and it is expedient that the Company shall be authorized to raise further Sums for the Purposes of this Act: And whereas by the same Acts of 1864 and 1865 the *London and North-western Railway Company* were authorized to become Shareholders in the Undertakings of the *Lancashire Union Railways Company* to the Extent of One hundred and eighty 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 Acts 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 "The *Lancashire Union Railways Act, 1865*," 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 Undertakings of the *Lancashire Union Railways Company*: And whereas it is expedient to abandon the Construction of Portions of the Railways authorized by "The *Lancashire Union Railways Act, 1864*": 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; (that is to say,)

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Lancashire Union Railways Act, 1866*."

8 & 9 Vict.
cc. 16., 18.,
& 20.,
23 & 24 Vict.
c. 106., and

2. "The *Lands Clauses Consolidation Act, 1845*," "The *Lands Clauses Consolidation Act Amendment Act, 1860*," "The *Railways Clauses Consolidation Act, 1845*," the Provisions of "The *Companies Clauses*

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Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,) 26 & 27 Vict. cc. 92. & 118. incorporated.

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

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. (relating to additional Capital) of "The Companies Clauses Act, 1863," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

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: Provided always, that in the Acts wholly or partially incorporated with this Act, and also 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 Act of 1865" means "the *Lancashire Union Railways Act, 1865*;" the Expression "the *North-western Company*" means "the *London and North-western Railway Company*;" the Expression "the Railway" or "the Railways" means the Railways by this Act authorized, or any Part thereof; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression, 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.

Interpretation of Terms.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Lines, and according to the Levels shown on the deposited

Power to make Railways according to deposited Plans.

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deposited Plans and Sections, the Railways herein-after described, with all proper Stations, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans, and described in the deposited Books of Reference, as may be required for that Purpose respectively; (that is to say,)

No. 1. A Railway Three Miles One Furlong and Two and a Half Chains, or thereabouts, in Length, (herein designated Railway No. 1,) commencing by a Junction with the *Broad Oak* or *Black Brook* Branch of the *London and North-western Railway* (formerly belonging to the *Saint Helen's Canal and Railway Company*), in the Township of *Parr* and Parish of *Prescot* in the County of *Lancaster*, and terminating in the Township of *Ashton-in-Makerfield* and Parish of *Winwick* in the said County of *Lancaster*, there to form a Junction with the authorized Main Line of the *Lancashire Union Railways* :

No. 2. A Railway Six Furlongs, or thereabouts, in Length, (herein designated Railway No. 2), commencing by a Junction with Railway No. 1. in the said Township of *Parr*, and terminating between *Havannah Colliery* and the *Sankey Canal* in the same Parish and Township.

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

5. 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, and the Sum of Two hundred thousand Pounds which the Company are authorized to raise by Shares by the Act of 1865, such further Sums of Money as they shall from Time to Time deem necessary or expedient, not exceeding in the whole the Sum of Eighty 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 Eighty 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 the Act of 1865, or either of them.

Shares not
to issue
until One
Fifth paid
up.

6. The Company shall not issue any Shares created under the Authority of this Act, nor shall any 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 in respect thereof.

7. The

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7. 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 Thirty-two thousand Pounds, in addition to the several Sums of One hundred thousand Pounds and Eighty thousand Pounds which the *North-western* Company are authorized to subscribe to the Undertaking of the Company under the Acts of 1864 and 1865, 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 Thirty-two thousand Pounds had been written or printed in the 61st 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 71st Section of the Act of 1864 shall mean the Session of Parliament in which the Act was passed.

Power to
North-
western
Company to
take Shares.

8. The Company may from Time to Time 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 and the Sum of Sixty-six thousand Pounds by the Act of 1865 authorized to be borrowed, any further Sum or Sums not exceeding in the whole Twenty-six thousand Pounds, but no Part thereof shall be borrowed until Shares for the whole Sum of Eighty thousand Pounds, which the Company are by this Act authorized to raise by Shares, shall have been taken, 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 Shares for all the Capital which the Company are by this Act authorized to raise by Shares have been issued and accepted, and that One Half of such Capital has been paid up, and that not less than One Fifth of the Amount of each separate Share has been paid on account thereof, before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide*, and are held by Persons or their Assigns, and that such Persons or their Assigns are legally liable for the same, and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to
borrow on
Mortgage.

9. 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

Priority of
existing
Mortgages.
of

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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 Corporate Funds to Purposes of this Act.

10. 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 or of the Act of 1865, and which may not be required for the Purposes to which they are by those Acts or either of them made specially applicable.

Application of Monies.

11. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

Lands for extraordinary Purposes.

12. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railway Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Powers for compulsory Purchases limited.

13. 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.

Notice to be given of taking Houses of Labouring Classes.

14. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more, occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice, placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same, in Manner herein-before required.

Period for Completion of Railways.

15. 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 Railways, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as shall then be completed.

Power to effect Junctions.

16. 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.

Railways to form Part of the Undertaking of the Company.

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

18. Whereas,

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18. 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 20, a Sum of Six thousand four hundred Pounds, being equal to Eight *per Centum* upon Seventy-nine thousand three hundred and seventy-five Pounds Eighteen Shillings and Sixpence, 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 said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, except the Company shall previously to the Expiration of the Period by this Act limited for the Completion of the Railways either open the Railways for public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if the said Period expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum of Money so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be 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 of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum so deposited be executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited if the Company shall 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 Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such

Bond for
Completion
of Railways.

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One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such 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 such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; 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 State of Facts so certified.

Company
may abandon
Portions of
authorized
Lines.

19. The Company shall abandon the Construction of so much of the Railways authorized by "The *Lancashire Union Railways Act, 1864*," as is or was intended to be situate between the Commencement thereof, at the Brook numbered on the Plans referred to in that Act 100A, in the Parish of *Wigan* in the County of *Lancaster*, and a Field numbered on the same Plans 149, in the same Parish, belonging to *Randolphus de Trafford Esquire*, and occupied by *Thomas Welch*, at or near the Point in such Field where the said Railway is or was intended to be joined by the Railway No. 1, authorized by "The *Lancashire Union Railways Act, 1865*," all which said Portion of the Railway to be abandoned is situated wholly in the Parish of *Wigan* and County of *Lancaster*, and shall abandon the Construction of the whole of the Railways thirdly authorized by "The *Lancashire Union Railways Act, 1864*," and therein described as "a Railway situate wholly within the Parish of *Wigan*, to commence by a Junction with the intended Railway firstly herein-before described, and to terminate by a Junction with the *Eccles, Tyldesley, and Wigan Branch* of the *London and North-western Railway*;" and Sections, 28, 29, 30, 31, and 52 of "The *Lancashire Union Railways Act, 1864*," relating to such abandoned Portions of Railway, shall be and the same are hereby repealed.

Compensa-
tion for
Damage to
Land by
Entry, &c.
for Purposes
of Railway
abandoned.

20. The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation in accordance with the Provisions in that Behalf of "The *Lands Clauses Consolidation Act, 1845*," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out the Line of Railway, and shall

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shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation in accordance with the Provisions in that Behalf of "The Railway Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or in "The *Lancashire Union Railways Act, 1864.*"

21. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively, by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portions of Railways abandoned.

22. 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 the 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.

Working and Traffic Agreements.

23. The Agreement between the Company and the *London and North-western Railway Company* and others, which is set forth in the Schedule to this Act, is hereby confirmed and made binding on the Parties thereto.

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

24. 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, 1864,*" or "The *Lancashire Union Railways Act, 1865,*" 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 Railways Act, 1864,*" with reference to entering into any such Contracts.

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

25. 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

Interest not to be paid out of Capital.

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Shares,

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Shares, or by the Exercise of any Power of borrowing, pay to any Shareholders 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 or 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."

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

26. 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 of 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.

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

27. Nothing in this Act shall be deemed or construed to exempt the Railways by this Act authorized to be made 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 or Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges, or of the Rates for small Parcels authorized by this Act.

Expenses of Act.

28. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT made this Fifth Day of June 1866 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 Joseph Evans, of Haydock, in the County of Lancaster, and Josiah Evans, of the same Place, carrying on Business as Master Coal Miners, in Copartnership under the Firm of Richard Evans and Co. (herein-after called "the Guarantors"), of the Third Part.

WHEREAS by an Agreement, dated the 9th Day of May 1865, made between the Lancashire Union Company of the First Part, the North-western Company, of the Second Part, and the several Persons whose Names and Seals were subscribed and affixed thereunto of the Third Part, and forming the Schedule to "The Lancashire Union Railways Act, 1865," it was agreed, among other things, that the said Parties to the Agreement now in recital of the Third Part, and their Representatives therein mentioned, should 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, a yearly Sum equal to 10*l.* per Cent. on the Sum of 200,000*l.*, and that such guaranteed yearly Sum of 20,000*l.* should be paid by half-yearly Payments on the 30th Day of June and the 31st Day of December in every Year, or within Twenty-eight Days after those Days respectively, but that a proportionate Part only thereof should be paid for any broken Half Year; and in part Consideration for such Guarantee the North-western Company and the Lancashire Union Company agreed to haul on the Lines therein mentioned to the Docks at Widness, Runcorn, and Garston respectively all such Waggon loads with Coal intended for Shipment as should be sent or tendered by any Person or Persons or Company to the North-western Company to be so hauled, and also to provide Accommodation, as therein mentioned, for Coal Trains, for which locomotive Power should be provided by the Parties so sending or tendering, and that there should be charged for all Coal so tendered and hauled respectively certain limited Rates therein respectively mentioned; and it was further agreed that the North-western Company should give the said Parties thereto of the Third Part and their Representatives Credit towards the making up of the said Guarantee of 20,000*l.* for all Rates and Tolls by whomsoever paid from Time to Time in respect of Coals so tendered for Shipment as aforesaid, and also the due Mileage Proportion in respect of certain Lines of the Lancashire Union Company therein mentioned for Coals not intended for Shipment partly hauled over those Lines and partly over other Lines therein mentioned, and also the local Coal Traffic of the Lancashire Union Lines: And whereas the Lancashire Union Company are endeavouring to obtain an Act for which a Bill (herein-after called "the intended Act") is
now

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now pending in Parliament, authorizing the Construction of new Railways, therein and herein-after designated Railway No. 1 and Railway No. 2, in the Townships of Parr, Haydock, and Ashton-in-Makerfield, in the said County of Lancaster, and for other Purposes, and for Power to raise the additional Capital for all such Purposes: And such new Railways, when constructed, will be greatly for the Convenience of the Guarantors, and such Endeavour is being made at their Instance, and with their Consent and Approbation: Now, 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, their Heirs, Executors, Administrators, and Assigns, and as regards their own Acts and Defaults, as follows; that is to say,

Article 1. The Lancashire Union Company will use their utmost reasonable Endeavours to obtain the intended Act in the Course of the present Year 1866.

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 and complete the Main Lines of the Lancashire Union Railways already authorized and not yet constructed, and the Railway No. 1, intended to be applied for as aforesaid, or of such Part thereof as shall be authorized, with double Works and single Rail, and with all proper and sufficient Sidings, Stations, Works, and Conveniences (including Electric Telegraph) connected therewith, and will complete the same so that such Railways shall be approved by the Government Inspector, and be opened for public Traffic within the Time or respective Times by "The Lancashire Union Railways Act, 1864," "The Lancashire Union Railways Act, 1865," and the intended Act respectively limited for the Completion thereof respectively.

Article 4. The Sidings, Stations, Works, and Conveniences to be so made in connexion with such 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. The Railways intended to be applied for as aforesaid, or such of them as shall be authorized, shall be deemed to be Part of the Lancashire Union Railways; and the said recited Agreement, and the several Articles and Provisions therein contained, shall be applicable and apply to the Railways so intended to be applied for, or such of them as shall be authorized, as fully and effectually as if such Railways had been authorized by "The Lancashire Union Railways Act, 1865," and the Lines of Railway intended to be applied for as aforesaid, or such of them as shall be authorized, had been shown and coloured Pink in the Plan annexed to the said recited Agreement, as mentioned in Paragraph A. of Article 7 thereof, save and except that the Guarantors, Parties to such recited Agreement, are not to be entitled to Credit for any Tolls, or Rates, or Traffic arising upon or carried over the Railways intended to be applied for as aforesaid, or any Part thereof, which shall not pass or be carried on any Portion of any of the Lancashire Union Railways already authorized.

Article 6. In consideration of the Agreements herein contained on the Part of the Lancashire Union Company and the North-western Companies respectively, and the Guarantors, Parties hereto, their Heirs, Executors, Administrators,

or

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or Assigns (herein-after called the Guarantors, Parties hereto, and their Representatives), will pay to the North-western Company, during Twenty-five Years from the Time of the opening of such of the Railways authorized by the intended Act, and the working thereof by the North-western Company for public Traffic (hereafter called the Term of the Guarantee), a yearly Sum equal to 10*l.* per Centum per Annum on the entire Cost of the Railways and Works authorized by the intended Act, subject nevertheless to such Reduction as is herein-after provided and agreed; nevertheless, the Contract, Plans, Sections, and Specifications of such Railways and Works shall be submitted to the Guarantors or their Representatives; and in case they or any of them shall make objection thereto, or to any Part thereof, in Writing, stating the Nature and Particulars of such Objection and the Grounds thereof, and the Parties hereto shall not otherwise agree, the Difference between the Parties arising upon such Objection shall, at the Request of any of the Parties hereto, be referred to the Decision of Thomas Elliott Harrison, Esq., C.E., or, failing him, of John Hawkshaw, Esq., C.E., who shall have Power to approve or, in case he shall think fit, to amend such Plans, Sections, and Specification, or any of them; and such Approval or Amendment, as the Case may be, shall be binding upon all Parties.

Article 7. Such guaranteed Sum shall be paid by half-yearly Payments on the 30th Day of June and the 31st Day of December in every Year, or within Twenty-eight Days after those Days respectively; but a proportionate Part only shall be paid for any broken Half Year.

Article 8. 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 from or upon the said Railways intended to be applied for as aforesaid by any Person or Persons or Company to the North-western Company to be hauled:
- B. The North-western Company will, as the Guarantors, Parties, or their Representatives shall require, deliver the Coal Waggons and their Loads at the Docks at Widnes, and Runcorn, and Garston respectively, to the respective Sender or Tenderers respective Agents at Garston, and at Widnes and Runcorn respectively, to be unloaded by such Agents:
- C. All or any of the Parties so sending or tendering, if and when they respectively think fit, may provide the locomotive Power for hauling their loaded Coal Waggons to the Docks at Widnes, and Runcorn, and Garston respectively.
- D. The Coal Trains for which locomotive Power is provided in accordance with this Article (C.) 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.

[*Local.*]

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E. There shall be charged for all Coal tendered on the Railways so intended to be applied for and hauled for Shipment as aforesaid, in accordance with this Article (A.), (other than and except Coal which shall also pass or be carried on any Portion of any of the Lancashire Union Railways already authorized,) as Toll and for Haulage, One uniform Rate of One Shilling 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: Provided always, that if the Mileage Rate shall not amount to One Shilling there shall be charged the maximum Mileage Rate only.

F. There shall be charged for all Coal hauled in accordance with this Article (C.), as Toll, One uniform Toll of Ninepence Halfpenny and no more for every Ton of the Coal (except Coal which shall also pass or to be carried on any Portion of any of the Lancashire Union Railways already authorized) 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: Provided always, that if the Mileage Toll shall not amount to Ninepence Halfpenny there shall be charged the maximum Mileage Toll only:

Article 9. In the Accounts between the North-western Company and the Lancashire Union Company, or either of them, on the one hand, and the Guarantors, Parties hereto, and their Representatives, from Time to Time, liable under Articles 6 and 7 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 and tendered upon the Railways so intended to be applied for as aforesaid for Shipment, in accordance with Article 8, and not carried or hauled over any Portion of the Lancashire Union Railways already authorized, and also the due Mileage Proportion in respect of the Lines intended to be applied for as aforesaid, and coloured Pink on the said Plan or any of them, of all Rates and Tolls paid for Coals not intended for Shipment partly hauled over those Lines, and not carried or hauled over any Portion of any of the Lancashire Union Railways already authorized, and of Tolls paid for general Merchandise Traffic, and partly over any other Portions of the now existing or intended Lines of Railway shown on the annexed Plan, and also the local Coal Traffic on the Railways intended to be applied for as aforesaid.

Article 10. If in any Year ending with the 31st Day of December the Sums received by the North-western Company and the Lancashire Union Company, or either of them, in respect of the various Rates and Tolls for which under the said recited Agreement Credit was agreed to be given to the Guarantors, Parties thereto of the Third Part, towards making up the said guaranteed Sum of 20,000*l.* as herein-before is recited, shall exceed such guaranteed Sum, or if in any broken Portion of a Year such Sums so received shall exceed the proportionate Part of such guaranteed Sum for such broken Portion, then from Time to Time and in every Year, or broken Proportion of a Year, in which the same shall so exceed, the North-western Company will in the Accounts between the North-western Company and Lancashire Union Company on the one hand, and the Guarantors and their Representatives on the other hand, also give to the Guarantors, Parties hereto, and their Representatives, Credit for any such Excess towards

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towards the making up of the Sum guaranteed by them under Articles 6 and 7 of this Agreement for such Year or broken Portion of a Year.

Article 11. 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, Parties hereto, and their Representatives, are interested, and they and their 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 12. 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 Guarantors, Parties hereto, or their Representatives, at their Office at Haydock aforesaid, a full and correct Abstract of the Accounts, to be kept in accordance with Article 11 of these Presents, 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 Articles 6, 7, 9, and 10 of this Agreement in respect of the then last Half Year.

Article 13. If and whenever the Guarantors, Parties hereto, or their Representatives, within 30 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 Guarantors, Parties hereto, or their Representatives, or their Agent in that Behalf, all proper and sufficient Accounts, Books of Account, and Vouchers.

Article 14. 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, Parties hereto, and their Representatives.

Article 15. If and whenever the North-western Company or the Lancashire Union Company, or the Guarantors, Parties hereto, or their Representatives, so require, a formal Agreement in detail for carrying into effect the Provisions of Articles 6 to 14 of this Agreement, both inclusive, and containing all usual and proper incidental Provisions, and also Provisions for the Determination of all Differences between the Parties by Arbitration, in accordance with the "Railway Companies Act, 1859," shall be prepared and settled by John Bullar, Esq., in case of Difference, and shall be executed under Seal by all Parties concerned.

Article 16. 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 said Two Companies, or either of them, on the one hand and the Guarantors, Parties hereto, and their Representatives, 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

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such Difference shall be referred to and determined by Arbitration as herein-after provided for.

Article 17. For the Purposes of Article 16 of this Agreement, the several Provisions of the "Railway Companies Arbitration Act, 1859," shall be deemed to be incorporated with and to form Part of these Presents, and for the Purposes thereof the Expressions "Railway Companies" and "Companies" in these Provisions shall include the Guarantors, Parties hereto, and their Representatives, 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.

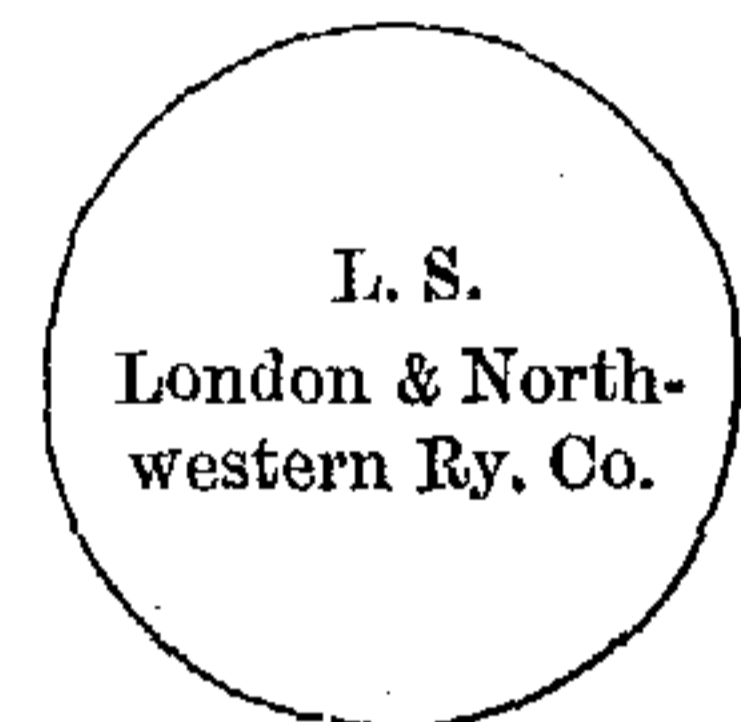
Article 18. Nothing in these Presents contained shall in any Manner diminish, prejudice, or affect the Rights of any of the Parties hereto under or by virtue of "The Saint Helen's Canal and Railway Transfer Act, 1864."

In witness the Seals and Signatures of the Parties.



M. W. PEACE,
Sec.
Lan. Union Rways. Co.

R. SAVILL,
Ass^t Sec.



JOSEPH EVANS.
JOSIAH EVANS.

Witness to the Signatures
of Joseph and Josiah
Evans. }

THOS. PART,
Sol^r, Wigan.

LONDON:

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