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VICTORIÆ REGINÆ.

Cap. cclxv.

An Act to amalgamate the *Lynn and Sutton Bridge* and the *Spalding and Bourn* Railway Companies, and for a Lease of the *Norwich and Spalding* Railway to the amalgamated Company; and for other Purposes. [23d July 1866.]

WHEREAS it is expedient to facilitate the Communication between the Midland and the Eastern Counties of *England*: And whereas by "The *Spalding and Bourn* Railway Act, 1862," a Company was incorporated for making a Railway between the *Great Northern* Railway at *Spalding* and the *Bourn and Essendine* Railway at *Bourn*, and the Company have completed their Railway; and by the said Act of 1862 the Company was authorized to raise a Capital of Ninety-eight thousand Pounds in Shares of Twenty Pounds each, and Thirty-two thousand five hundred Pounds on Mortgage, and they have raised the whole of the said Capital: And whereas by "The *Lynn and Sutton Bridge* Railway Act, 1861," a Company was incorporated for making a Railway from the *Great Eastern* Railway at *King's Lynn* to the *Norwich and Spalding* Railway at *Sutton Bridge*; and the Powers of the Company have been

25 & 26 Vict.
c. cxcix.

24 & 25 Vict.
c. ccxlv.

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varied

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26 & 27 Vict. c. exciii.
27 & 28 Vict. c. ccxxix.
28 & 29 Vict. c. exciv.

varied and enlarged by Acts passed in the Years 1863, 1864, and 1865, and the Undertaking of the Company is complete; and the Company have been authorized to raise by their said Act of 1861 One hundred thousand Pounds in Shares of Twenty Pounds each and Thirty-three thousand Pounds by Mortgage; and by their Act of 1865 Fifteen thousand Pounds in Shares, and Five thousand Pounds on Mortgage, and the whole of the said Capital has been raised, and there are no Preference Shares in the Capital of either of the said

16 & 17 Vict. c. cxxiv.

Companies: And whereas by "The *Norwich and Spalding* Railway Act, 1853," a Company was incorporated for making a Railway from the *Great Northern* Railway at *Spalding* to *Sutton Bridge*, and to *Wisbeach*, and the Powers of the Company were varied and enlarged by

22 & 23 Vict. c. cxviii.

"The *Norwich and Spalding* Railway Act, 1859," and the said Railway has long been opened to the Public, and an Agreement subsists between the *Norwich and Spalding* Railway Company and the *Great Northern* Railway Company concerning the said Undertaking, but without Statutory Power; and the Capital of the *Norwich and Spalding* Railway Company consists of One hundred and seventy thousand Pounds in Shares, and Fifty-six thousand Pounds on Mortgage: And whereas the said Three Undertakings might be more conveniently and economically worked if they were placed under One Management; and it has been agreed, subject nevertheless to the Authority of Parliament, that the Undertakings of the *Spalding and Bourn* and the *Lynn and Sutton Bridge* Railway Companies should be united into One Undertaking, and that the Two Companies should be amalgamated under the Title of "The *Midland and Eastern* Railway Company," and that the amalgamated Company should take a Lease of the Undertaking of the *Norwich and Spalding* Railway Company, and that Power should be granted for the Amalgamation of the same Undertaking with the Undertakings amalgamated by this Act: And whereas it is expedient that the *Midland* and the *Great Eastern* Railway Companies should be authorized to enter into Contracts with the Company hereby amalgamated for the Working, Use, Management, and Maintenance of the amalgamated Undertaking, or of Parts thereof; but inasmuch as the Purposes of this Act cannot be accomplished without the Authority of Parliament, may it 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 for all Purposes as "The *Lynn and Sutton, Spalding and Bourn, and Norwich and Spalding* Railway Companies Act, 1866."

2. "The

The Lynn and Sutton, Spalding and Bourn, and Norwich and Spalding Railway Companies Act, 1866.

2. "The Companies Clauses Consolidation Act, 1845," and Parts III. and V. of "The Railways Clauses Act, 1863," relating to Working Arrangements and to Amalgamation respectively, shall form Part of this Act.

8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 92. incorporated.

3. The Undertakings of the *Spalding and Bourn* Railway Company, and of the *Lynn and Sutton Bridge* Railway Company, to which the Provisions of this Act shall apply, are hereby declared to be the several Railways, Branches, and Extensions, Stations, Sidings, Approaches, Buildings, fixed Plant, and all other Works, whether complete or incomplete, and all the Land and all other the Property, Estate, Monies, and Effects, whether real or personal, which at the Time of the passing of this Act belonged to or were vested in the said Two Companies respectively, or which they have Power to execute or acquire; and also the Rights, Interest, or Estate which the same Companies possess in any Railways, Stations, or Works, jointly or in common with any other Company; and also all Rights, Powers, and Privileges, Interest or Estate, which the said Companies or either of them enjoy, or are entitled to exercise over other Undertakings.

Defining Undertakings of Spalding and Bourn and Lynn and Sutton Bridge Railway Companies.

4. On and from the passing of this Act the Shareholders in the *Spalding and Bourn* Railway Company and in the *Lynn and Sutton Bridge* Railway Company shall be united into One Company, which is herein-after referred to as "the amalgamated Company," under the Name of "the *Midland and Eastern* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property; and their Undertaking shall be called "the *Midland and Eastern* Railway."

Amalgamated Company incorporated.

5. From and after the passing of this Act the Two Companies shall be dissolved, and their Undertaking as herein-before defined, and all their Estate, Right, Title, and Interest in and to the said Undertakings, and all the Rights, Privileges, Easements, Powers, and Authorities incident to or affecting the same respectively, shall, subject to the existing Charges, Debts, Leases, Covenants, Contracts, Obligations, and Liabilities of the said Companies then affecting the same, become and be absolutely vested in the amalgamated Company, and shall and may be held, possessed, enjoyed, and used, exercised, and executed by the last-mentioned Company in the same Manner and to the same Extent as they respectively were or could or might, if this Act had not passed, have been held, possessed, enjoyed, used, exercised, or executed by the said Two Companies respectively; and thereupon and thenceforth the Undertakings of the said Two Companies respectively shall be amalgamated, and shall be and constitute

Dissolution of Spalding and Bourn, and Lynn and Sutton Bridge Companies, and vesting of their Undertakings in new Company.

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One united Undertaking, and shall be deemed to be and shall be the Undertaking of the *Midland and Eastern Railway Company*.

Proprietors in Two Companies to become so in amalgamated Company.

6. Upon the said Amalgamation the several Persons and Corporations who were then Proprietors of Shares or Stock in the Capital of the Two Companies shall become and be Proprietors of Stock of equal nominal Value in the Capital of the amalgamated Company, and shall enjoy all the Rights, Powers, and Privileges annexed or incident to the Capital of the same Company.

First Ordinary Meeting.

7. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and of *August* or *September* in every Year.

Quorum of General Meetings.

8. The Quorum of General Meetings of the Company shall be Twenty Shareholders present personally or by proxy, holding in the aggregate not less than Twenty thousand Pounds in the Capital of the Company.

Number of Shareholders to convene Extraordinary Meetings.

9. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Twelve, and such Shareholders shall hold in the aggregate not less than Twenty thousand Pounds in the Capital of the Company.

Capital.

10. The Capital of the amalgamated Company shall consist of Two hundred and thirteen thousand Pounds, divided into Shares of Twenty Pounds each, and of any additional Capital which the said Companies, or either of them, are already authorized or may by any Act of this Session be authorized to raise, and which they shall raise accordingly.

Mortgage.

11. It shall be lawful for the Company to have outstanding upon Mortgage of their Undertaking any Sums not exceeding Seventy-one thousand Pounds.

Scale of voting.

12. The Scale according to which Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)

For One Share or more, and not exceeding Five, One Vote:

For more than Five Shares, but not exceeding Twenty, Two Votes:

For more than Twenty Shares, an additional Vote for every Twenty Shares.

13. Subject

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- 13.** Subject as herein-after provided, the Number of Directors shall be Seven; but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Five. Number of Directors.
- 14.** The Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares. Qualification of Directors.
- 15.** The Quorum of a Meeting of Directors shall be Three. Quorum.
- 16.** The Persons who at the Time of the Amalgamation were Directors of each of the amalgamated Companies shall be the First Board of Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present, personally or by proxy, may either continue in Office the said Directors, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting, the Shareholders present, personally or by proxy, shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors.
Election of Directors.
- 17.** The Lease of the Undertaking of the *Norwich and Spalding Railway Company* to the amalgamated Company, bearing Date the Fifth Day of *July* One thousand eight hundred and sixty-six (a Copy of which Lease is contained in the Schedule to this Act), is hereby confirmed and made binding upon the *Norwich and Spalding Railway Company* and the amalgamated Company. Confirming Lease of Norwich and Spalding Railway.
- 18.** It shall be lawful for the *Norwich and Spalding Railway Company* and the amalgamated Company to agree for the Amalgamation, either immediate or future, with the last-named Company of the Undertaking, Capital, Real and Personal Property, Powers, Authorities, Privileges, and Exemptions of the *Norwich and Spalding Railway Company*, and for the Dissolution of that Company, and the following Conditions shall apply to such Contract: Providing for future Amalgamation of Norwich and Spalding Railway.
- (A.) Part V. of "The Railways Clauses Act, 1863," with relation to "Amalgamation" shall apply to such Amalgamation when it takes place:
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- (B.) The Terms and Conditions of such Amalgamation shall be submitted to an Extraordinary General Meeting of the Shareholders of each Company specially convened for the Purpose, and shall be approved of by Proprietors, present in person or by proxy, holding at least Three Fourths of the paid-up Capital of the Company represented at such Meetings, such Proprietors being qualified to vote at the Meetings in right of such Capital:
- (C.) The Terms and Conditions of such Amalgamation shall likewise be approved of by the Board of Trade, who may prescribe whether any and what preliminary Notice shall be given of the Intention of such Amalgamation; and the Amalgamation shall not take effect until it is approved by the Board of Trade, and the Board shall not approve thereof without being satisfied of its having been approved at Meetings of the respective Companies as aforesaid:
- (D.) Every such Amalgamation shall, before it takes effect, be notified by Advertisement in "the *London Gazette*," and in a Newspaper published in *Norfolk*, and in a Newspaper published in *Lincolnshire*.

Power to
use other Un-
dertakings.

19. The amalgamated Company, and all Companies and Persons lawfully working or using their Railways, may run over, work, and use, with their Clerks, Officers, and Servants, and their Engines and Carriages, and for the Purposes of their Traffic, the Railway and Portion of Railway following; (that is to say,)

The Undertaking of the *Norwich and Spalding Railway Company*:
So much of the *Great Eastern Railway* as lies between the Junction therewith of the *Lynn and Sutton Bridge Railway* at *King's Lynn* and the Station there:

Together with all Watering Places, Water, Booking Offices, Warehouses, Landing Places, Sidings, Works, and Conveniences connected with the said Portion of the *Great Eastern Railway*.

Terms of
such Use.

20. The Terms, Conditions, and Regulations to which the Company, and such other Companies and Persons as aforesaid, shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the Companies owning or working the said several Railways respectively, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party; and the Decisions of any such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct; and any of the said Companies, or such other Persons or Companies

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as aforesaid, who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company, as the Arbitrator shall determine, any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue: Provided that the settling by Agreement or Arbitration of the Terms and Conditions on which the Power of using the said Undertaking, and the Portion of Railway, Works, and Conveniences, shall be exercised, shall not be a Condition precedent to the Exercise of such Power, but if such Power is exercised before the Terms and Conditions are determined, then the Terms and Conditions thereafter settled shall relate back to the Time when the same Powers were first exercised.

21. In using or traversing the said Railway and Portion of Railway, and in using the Works, Buildings, and Conveniences thereof respectively, in accordance with the Provisions herein-before mentioned, the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws are applicable, shall at all Times be observed.

Byelaws to be observed.

22. The Company on the one hand, and the *Midland* and the *Great Eastern* Railway Companies, or either of those Companies, on the other hand, may from Time to Time enter into Agreements,

Power to enter into Traffic Arrangements with other Railway Companies.

With respect to the Management, Use, Working, and Maintenance of the amalgamated Undertaking and of the *Norwich and Spalding* Railway, or of the Undertaking which may be formed by the further Amalgamation herein-before provided for, or of any Part or Parts thereof;

The Supply of Rolling Stock and Machinery and of Officers and Servants for the Conduct of the Traffic of the said Undertakings;

The Payments to be made and the Conditions to be performed with respect to such Working, Use, Management, and Maintenance, and with respect to the Conduct, Regulation, and Management, and the Transmission, forwarding, and Delivery of Traffic upon the respective Railways of the contracting Companies;

And with respect to the Tolls and Charges or other Payments for or in respect of such Traffic;

And with respect to the Apportionment between the contracting Companies of Tolls and Charges received in respect of such Traffic.

23. In using the Undertaking and Portions of Undertakings in pursuance of the Provisions herein-before contained, and during the Continuance of any Agreement to be entered into under the

Tolls on Traffic conveyed partly on the Railways and

Provisions

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partly on the Railway of other contracting Company.

Provisions of this Act for the Use of the amalgamated Railways, the Railways of the amalgamated Company, and of the other contracting Company, or (as the Case may be) the Undertaking so used and the Railways of the Company so using the same, shall, for the Purposes of 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 Railways of the Company and partly on the Railway of the other contracting 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 and Goods, for every Quarter of a Mile beyond Three Miles, Tolls and Charges as for a Quarter of a Mile; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railways of the Company and partly on the Railway of the other contracting Company.

Providing for Arbitrations.

24. All the Powers and Provisions contained in "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, shall apply to all Arbitrations provided for under this Act.

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

25. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be amalgamated or leased 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 authorized by this Act.

Expenses of Act.

26. All the 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 amalgamated Company.

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S C H E D U L E.

THIS INDENTURE is made the Fifth Day of July One thousand eight hundred and sixty-six between the Norwich and Spalding Railway Company (who, and their Successors and Assigns, are herein-after referred to as "the Lessors") of the one Part, and the Lynn and Sutton Bridge Railway Company, incorporated by "The Lynn and Sutton Bridge Railway Act, 1861," and the Spalding and Bourn Railway Company, incorporated by "The Spalding and Bourn Railway Act, 1862," (which Two last-named Companies are proposed to be amalgamated into a Company, to be called "the Midland and Eastern Railway Company," and which same Two Companies, and their Successors and Assigns, whether in their present separate Existence or in their proposed amalgamated Existence, are intended to be herein-after referred to as "the Lessees") of the other Part:

Whereas the Norwich and Spalding Railway Company were incorporated by "The Norwich and Spalding Railway Act, 1853," for the Purpose of making a Railway from Spalding to Sutton Bridge, and by virtue of the Powers conferred on them by that Act and "The Norwich and Spalding Railway Act, 1859," the last-named Company some Years since constructed and opened for Traffic a Railway of about Sixteen Miles in length, and running from Spalding to Sutton Bridge aforesaid, with its attendant Stations, Works, and Conveniences, and such Railway is now being worked by the Great Northern Railway Company under a Working Agreement between that Company and the Norwich and Spalding Railway Company, dated the First Day of March One thousand eight hundred and sixty-two:

And whereas the Lynn and Sutton Bridge Railway Company, in pursuance of the Powers conferred on them by "The Lynn and Sutton Bridge Railway Act, 1861," and by "The Lynn and Sutton Bridge Railway Act, 1863," and by "The Lynn and Sutton Bridge Railway Act, 1864," and by "The Lynn and Sutton Bridge Railway Act, 1865," lately constructed and opened for Traffic a Railway running from the Great Eastern Railway at King's Lynn to the Norwich and Spalding Railway Company's said Railway at Sutton Bridge aforesaid:

And whereas the Spalding and Bourn Railway Company, by virtue of the Powers conferred on them by "The Spalding and Bourn Railway Act, 1862," lately constructed and opened for Traffic a Railway running from Bourn to Spalding aforesaid:

And whereas the said Railways of the Spalding and Bourn Railway Company, the Norwich and Spalding Railway Company, and the Lynn and Sutton Bridge Railway Company form a continuous Line of Railway between King's Lynn and Bourn aforesaid, and thence to the Midland Districts of England:

And whereas it has been agreed between the Parties hereto that such Lease as is herein-after contained should be granted by the Norwich and Spalding Railway Company, and accepted by the Lynn and Sutton Bridge Railway Company and the Spalding and Bourn Railway Company as joint Lessees:

And whereas by "The Lynn and Sutton, Spalding and Bourn, and Norwich and Spalding Railway Companies Act, 1866," now pending in Parliament, it is proposed that the Lynn and Sutton Bridge Railway Company and the Spalding

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and Bourn Railway Company shall be amalgamated into One Company, and incorporated as One Company under the Name of "The Midland and Eastern Railway Company," and that their respective Undertakings, Property, Effects, Rights, and Privileges shall be vested in such amalgamated Company; and by the same Act it is proposed that the Lease hereby made should be confirmed in favour of the said amalgamated Company:

And whereas the said Lines of Railway of the Lynn and Sutton Bridge Railway Company, the Spalding and Bourn Railway Company, and the Norwich and Spalding Railway Company are herein-after collectively referred to under the Phrase "the amalgamated Railway:"

Now this Indenture witnesseth that, pursuant to the said Agreement in this Behalf, and in consideration of the Rents, Covenants, Stipulations, and Conditions herein-after reserved and contained, and on the Part of the Lessees to be paid and performed, and subject to the Rights of the Great Northern Railway Company under the said Working Agreement of the First Day of March One thousand eight hundred and sixty-two, the Norwich and Spalding Railway Company do by these Presents demise and lease unto the Lynn and Sutton Bridge Railway Company and the Spalding and Bourn Railway Company, and their Successors and Assigns, all the said Railway of the Norwich and Spalding Railway Company running from Spalding to Sutton Bridge aforesaid, and commonly known as "the Norwich and Spalding Railway," and all Works connected therewith; and all and singular the Lands, Tenements, and Hereditaments which have been purchased or taken by the Norwich and Spalding Railway Company under or by virtue of any Act or Acts of Parliament affecting such Company for the Purposes of the said Railway and Works, and which now are used or occupied or which shall hereafter be required for the Working and Enjoyment of such Railway and Works, or any Part thereof, and all the Termini, Stations, Warehouses, Engine Houses, and all other Conveniences, Buildings, Erections, Structures, and Works whatsoever now or hereafter to be connected with the said Railway and Works, or any of them, and the free Use and Enjoyment of the said Railway, Lands, Stations, Works, and Premises hereby expressed to be demised; and all and singular the Tolls, Rates, and Dues, and other Charges, Profits, and Payments (if any) demandable or hereafter to be demandable in respect of the said Railway and other Premises, or any Part thereof; and all running Powers and other Powers, Rights, and Privileges which, under or by virtue of any Act or Acts of Parliament affecting the Lessors have been granted to, or may or but for these Presents might be exercised or enjoyed by, the Lessors, or their Officers, Agents, or Servants with regard to the Possession, Use, Enjoyment, Management, Construction, or Maintenance of the said Railway, Works, and Premises, or any Part thereof, or to the carrying on and Management of the Traffic over the said Railway, or to the Tolls and Rates to be taken thereon or in respect thereof, or which the Lessors are or may be able to confer on or vest in the Lessees, in order that they may receive and enjoy the full Benefit of the Demise herein contained, together with all and singular Ways, Easements, Liberties, Privileges, Hereditaments, and Appurtenances whatsoever to the said Railway, Lands, Hereditaments, Works, and Premises respectively belonging or in anywise appertaining, or with the same or any of them respectively now, or at any Time heretofore, or to be at any Time or Times hereafter held, used, and occupied or enjoyed, or reputed or known as Part thereof or appurtenant thereunto, together with full Liberty and Power for the Lessees, so far as the Lessors are capable of granting the same, from Time to Time, and at all Times hereafter during the Term hereby granted or intended so to be, at their Discretion,

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Discretion, to construct any new Works upon the Line of the said Railway and Lands hereby demised, and to substitute other Works or Structures for any then existing Works or Structures, and to alter, add to, or extend all or any of the Buildings, Works, or Structures which shall from Time to Time be subject to the demise hereby created or connected with the said Railway and Premises hereby demised, or expressed so to be, but not so as to diminish the aggregate Value of the said Railway and Premises, as the Lessees shall think fit, and also to make any Alterations in the said Railway, and in the Form or Structure thereof, and the Works connected therewith, which Experience, Skill, Discoveries, or Inventions may render or show to be expedient or advantageous: Provided that all such new and substituted Works, and all such Alterations, Additions, and Extension as aforesaid shall be bonâ fide intended, and shall be calculated for the permanent Advantage of the said Railway and Premises hereby demised or intended so to be, and that the same respectively shall not be inconsistent with any Act or Acts of Parliament from Time to Time in force affecting the said Railway and Premises or any Part thereof, and that the same respectively shall not impair or prejudice the Right or Remedy of the Lessors for the Rent intended to be hereby reserved, or the Performance by the Lessees of the Covenants, Stipulations, and Conditions herein-after contained, and on their Part to be performed. And provided further, that the Lessees do and shall at all Times indemnify and save harmless the Lessors from all Losses, Costs, Charges, Damages, and Expenses whatsoever accruing to or incurred by them by reason of the Use, Exercise, or Enjoyment of any of the Powers, Privileges, and Authorities herein-before given to the Lessees, to have and to hold the said Railway, Lands, Stations, Structures, Works, Tolls, Powers, Privileges, and Authorities, and all and singular other the Premises hereby demised or expressed so to be, (subject, nevertheless, to the Provisions of all Acts of Parliament affecting the said Railway and Premises which now are or for the Time being shall be in force,) unto the said Lessees for the full Term of Nine hundred and ninety-nine Years, to be computed from the Day of the Date hereof, yielding and paying to the Lessors during the said Term the following clear yearly Rents, free from all Deductions (except the Land Tax and the Property or Income Tax, if any); that is to say, for such Period as shall elapse between the Day of the Date hereof and the First Day of January One thousand eight hundred and sixty-seven, a Rent after the Rate of Six thousand Pounds per Annum; for the Year One thousand eight hundred and sixty-seven, the Rent of Six thousand five hundred Pounds; and for the Year One thousand eight hundred and sixty-eight, and every subsequent Year of the said Term, the yearly Rent of Seven thousand Pounds; and yielding and paying to the Lessors by way of further Rent for each subsequent Year of the said Term after the Year One thousand eight hundred and sixty-eight, in addition to the said yearly Rent of Seven thousand Pounds, such Proportion of any additional Sum beyond Fifteen thousand Pounds per Annum from Time to Time payable to the Lessees by any Company or Companies for the Use and Working of the amalgamated Railway as Sixteen bears to Thirty-six; such fixed Rents respectively to be payable quarterly on the First Day of January, the First Day of April, the First Day of July, and the First Day of October in every Year, the first of such quarterly Payments to be made on whichever of such quarterly Days shall happen next after the Day of the Date of these Presents, and the said additional Payments (if any) beyond the said Sum of Seven thousand Pounds to be made half-yearly; and in the event of the said Term commencing on any other Day than One of such quarterly Days, the first of such quarterly Payments to abate or be diminished proportionately

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proportionately to that Portion of the then current Quarter which shall have expired at the Commencement of the said Term: Provided always, and it is hereby agreed, that if and whenever during the Continuance of this present Demise the Traffic over the amalgamated Railway shall be worked by any other Company or Person than the Lessees, then for the Purpose of determining the Amount of the said net Receipts from or in respect of the Traffic for any Year over the amalgamated Railway, the Amount which shall be agreed upon between the Company or Person so for the Time being working the amalgamated Railway and the Lessees as the said net Receipts for that Year shall be deemed to be the actual Amount of such net Receipts without further Proof, and the Lessors shall have no Power thereafter to inquire into the Amount of such net Receipts; and the Lynn and Sutton Bridge Railway Company and the Spalding and Bourn Railway Company do hereby, for themselves, their Successors and Assigns, covenant with the Norwich and Spalding Railway Company, their Successors and Assigns, in manner herein-after expressed; that is to say, that the Lessees will and shall yearly and every Year during the Continuance of the said Term hereby granted or expressed so to be pay or cause to be paid unto the Lessors the yearly Rent or Rents which by virtue of or according to the Reservations and Provisions herein-before contained shall be payable or ought to be paid for the Year for the Time being in question, and will pay such Rents respectively at the Times and in the Manner herein-before appointed or mentioned for the Payment thereof respectively, and free and clear of and from all Rates, Taxes, Charges, Assessments, and Outgoings which now are or at any Time or Times during the said Term hereby granted shall or may be rated, taxed, charged, assessed, or imposed upon the said Railway and Works, Lands, Stations, Buildings, and Premises hereby demised or expressed so to be, or any of them, or any Part thereof respectively, or upon the Tolls, Rates, or Charges for the Time being payable or demandable upon the said Railway hereby demised or expressed so to be, or upon the Landlords or the Tenants of the said Premises, or in respect of the said Tolls, Rates, or Charges, except the Land Tax and the Property or Income Tax (if any) for the Time being payable in respect of the said Premises hereby demised or intended so to be, or of the Rent hereby reserved: Provided that if the Lessees shall at any Time be required to pay any Income Tax in respect of the said Rent they may from Time to Time deduct any such Payment from any Money payable by them to the Lessors, and will and shall, during the Continuance of the same Term, well and truly pay or cause to be paid all such Tithes, Rentcharges in lieu of Tithes, and other Rates, Taxes, Charges, Assessments, and Outgoings as aforesaid (except such Land Tax and Property or Income Tax as aforesaid), and effectually indemnify the Lessors therefrom. And further, that the Lessees will and shall from Time to Time, and at all Times during the Term hereby granted, repair and maintain the said Railway hereby demised, and all such Gates, Bridges, Fences, Screens, Culverts, Drains, Watering Places, Roads, and Works as under or by virtue of the Provisions of any Act or Acts of Parliament now passed, or of any Covenant or Agreement entered into by the Norwich and Spalding Railway Company, the Lessors, if retaining the Occupation of their said Railway and Works hereby demised, would be required to repair and maintain; and shall and will observe and perform the Provisions of any General Public Act or Acts of Parliament passed or to be passed for the Regulation of Railways, or for the Conveyance of Mails by Railways, or for the Conveyance of Troops or Police, of Baggage or Stores, or Ammunition, or for providing cheap Trains, or for regulating the Gauge of Railways, or for the Establishment and Use of the Electrical Telegraph, so far as such

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such Provisions relate or are or shall be applicable to the said Railway and Premises hereby demised or expressed so to be; and shall and will from Time to Time, and at all Times while the Lessees are in such Possession as aforesaid, well and effectually indemnify and keep indemnified the Lessors against all Actions, Suits, Penalties, Forfeitures, Damages, Expenses, Payments, Claims, and Demands whatsoever for or by reason or in consequence of the Breach, Non-performance, or the insufficient Performance of any Duties, Liabilities, or Obligations hereby imposed. And further, that they the Lessees shall and will upon the Expiration or other sooner Determination of the said Term hereby granted peaceably and quietly yield up to the Lessors the Railway, Works, and Premises hereby demised in such Order and Repair as aforesaid; and also that it shall be lawful for the said Lessors, or any Person or Persons authorized by them, once in every Year during the said Term hereby granted, in the Daytime, to enter into and upon the said Railway and other Premises hereby demised or expressed so to be, or any of them, or any Part or Parts thereof, to search and see that such Railway, Works, and Premises are maintained and kept in the State and Condition in that Behalf intended to be provided by the Covenant herein-before contained. And further, that the Lessees shall and will when and so often as any of the Buildings and Premises hereby demised shall be burnt, damaged, or destroyed by Fire, forthwith rebuild and reinstate the same in as good Plight and Condition as the same were in prior to the happening of any such Event. And further, that they the Lessees shall and will at all Times during the Term hereby granted keep open for Traffic the Railway and Premises hereby demised, and use and employ the same for the Conveyance thereon of Passengers, Goods, Minerals, Cattle, and all such other Articles and Things as are usually conveyed on Railways, with all appropriate Carriages, Officers, and Servants for that Purpose: Provided always, and it is hereby agreed and declared between and by the Parties to these Presents, that if any quarterly or other Payment of any of the said Rents hereby reserved shall be wholly or partially in arrear and unpaid for the Period of Thirty Days after the same shall have become payable respectively, and after a written Demand or Notice to pay the same shall have been served by or on the Part of the Lessors upon the Secretary for the Time being of the Lessees, and if none such upon some Director of the Lessees, or left for such Secretary or Director at the chief Office of the Lessees (such Demand or Notice being so served or left on the Day on which such Payment of Rent shall become due or payable, or at any subsequent Time), then and in such Case it shall be lawful for the Lessors into the said Premises hereby demised, or any Part thereof, to enter and distrain for the said Rent, or so much thereof as may be then due, in like Manner as Landlords may do under a Common Demise, and with the like Powers; and also in case no sufficient Distress can be found on the said demised Premises into the said Premises hereby demised, or any Part thereof, in the Name of the whole to re-enter, and the same, with all Erections, Buildings, Additions, and Improvements whatsoever thereon or thereto to have again, repossess, and enjoy as in their former Estate: Provided, nevertheless, and it is hereby further agreed and declared, that if at any Time hereafter the amalgamated Railway shall, under the Authority of Parliament, be worked by the Midland Railway Company alone, or by the Great Eastern Railway Company alone, or by either of those Companies and any other Railway Company jointly, and such Two last-mentioned Companies jointly, or the Midland Railway Company alone, or the Great Eastern Railway Company alone, shall be legally liable to pay to the Lessors the said Rents hereby reserved, then during the Continuance of such legal Liability on the Part of the Midland

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Railway Company alone, or the Great Eastern Railway Company alone, or of either of those Companies, and such other Railway Company as aforesaid jointly, the Power of Re-entry conferred upon the Lessors by the Clause or Proviso lastly herein-before contained shall be suspended and cease to be exerciseable; and the Norwich and Spalding Railway Company do hereby, for themselves, their Successors and Assigns, covenant with the Lessees, that, notwithstanding any Act, Deed, or Thing to the contrary done or executed by them, they the Norwich and Spalding Railway Company, if the said Bill now pending in Parliament shall pass into an Act, have in themselves good Right and full Power and Authority by these Presents to demise and lease the said Railway and other Premises hereby demised and leased, or intended so to be as aforesaid, in manner aforesaid, and according to the true Intent and Meaning of these Presents. And further, that the Lessees paying the Rents herein-before reserved at the Times and in the Manner herein-before appointed for Payment thereof, and performing and observing all and singular the Covenants, Conditions, and Agreements herein contained, and which on their Part or Behalf ought to be performed and observed according to the true Intent and Meaning of these Presents, shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said Railway and Premises hereby demised or expressed so to be, during the Term of Nine hundred and ninety-nine years hereby granted, without the lawful Let, Suit, Denial, Eviction, or Disturbance of or by the Lessors, or of or by any Person or Persons lawfully or equitably claiming or to claim by, from, through, or under them. And further, that the Lessors will from Time to Time during the Term hereby granted save harmless and keep indemnified the Lessees of and from all the Debts and Liabilities which may have been incurred by the Norwich and Spalding Railway Company, either under any Powers conferred on them by Parliament or in any other Manner, including all Rentcharges (if any) reserved or made payable as the Consideration for the Purchase by them of any of the Lands hereby demised or intended so to be, or the Purchase Money for any such Lands or any Interest therein, and against all Actions, Suits, Losses, Damages, and Expenses in respect of such Debts and Liabilities. And further, that the Lessors shall and will from Time to Time and at all Times duly and regularly pay and discharge all Debts, whether on Mortgage, Bond, Debenture, or otherwise, and all Liabilities incurred by them, or to which they shall be liable, in respect of the Railway and Premises hereby demised, and well and sufficiently save, defend, keep harmless, and indemnify the Lessees and the said Railway and Premises hereby demised or intended so to be, from all Liability in respect thereof, and that in case the Lessees shall at any Time or Times be compelled or called upon to pay any Monies for the Purpose of either protecting or releasing themselves, or the said Railway and Premises hereby demised as aforesaid, from the Claim or Claims of any Person or Persons which might be enforced either at Law or in Equity in respect of any of the Matters or Things against which the said Covenant lastly herein-before contained is intended to protect them, they shall be at liberty to retain and deduct the Amount of the Money so paid, and of all Costs incurred in respect of the Premises out of any Monies then or at any Time or Times thereafter in their Hands, and which would otherwise be payable by way of Rent to the Lessors; Provided that the Lessees shall not pay or discharge any such Debt or Claim until they shall have given Notice thereof to the Lessors; and if the Lessors shall require that the said Claim shall be disputed so that they may come in and defend the same, then the Lessees shall not satisfy the said Claim until the same shall be adjudicated upon; and the said Lessors, for themselves, their Successors and Assigns, do hereby further covenant with the Lessees, their

Successors

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Successors and Assigns, in manner following; that is to say, that the Lessors and all Persons having or claiming, or who shall or may have or claim any Estate, Right, or Title in or to the said Railway, Buildings, Lands, Hereditaments, Tolls, Powers, and Premises hereby demised or expressed so to be, or any of them or any Part thereof, shall and will from Time to Time, and at all Times during the Continuance of the Term hereby granted upon every reasonable Request to be made for that Purpose by and at the Expense of the Lessees, concur in all such Applications to Parliament as shall be necessary for confirming and giving Validity to these Presents, and use their best Endeavours to procure the Sanction of Parliament to this present Demise, and also do and execute and procure to be made, done, and executed all such further and other lawful Acts, Deeds, Demise, Grants, and Assurances for the more perfectly demising the Premises expressed to be hereby demised, with such Powers as are intended to be hereby given, and for confirming the Covenants and Agreements intended to be hereby entered into by the Lessors as by the Lessees or their Counsel in the Law shall be reasonably required; and the Lessees shall and will upon every reasonable Request to be made for that Purpose by the Lessors, but at the Expense of the Lessees, concur in, accept, enter into, and execute all such further and other Acts, Deeds, and Assurances, or Counterparts thereof, for the more perfect Demise of the Premises expressed to be hereby demised, and the more effectual Reservation of the Rent hereby expressed to be reserved, and for confirming the Covenants and Agreements hereby expressed to be entered into by the Lessees for providing for and securing the due and punctual Performance and Payment of all Obligations and Liabilities hereby expressed to be imposed upon or made payable by the Lessees according to the true Intent and Meaning of these Presents, as by the Lessors or their Counsel in the Law shall be reasonably required: Provided always, and it is hereby agreed, that if any Difference or Dispute shall at any Time or Times arise between the Lessors and the Lessees as to the Amount of the aforesaid net Receipts for the Traffic over the amalgamated Railway for the Period during which the same shall be worked by the Lessees, such Difference or Dispute shall and may be referred by the said Parties, or either of them, to the sole Arbitration and Determination of such Person as the said Parties shall agree upon; or, in default of such Agreement, within Fourteen Days next after the arising of such Difference or Dispute, to the sole Arbitration and Determination of such Person as shall, on the Application of the said Parties in difference, or either of them, be from Time to Time appointed by the President for the Time being of the Institution of Civil Engineers as the Arbitrator for the Purpose of these Presents, and the Award of such Arbitrator in Writing under his Hand shall be binding on the Parties to such Reference; and the Lessors and Lessees respectively, and their respective Officers, Servants, and Agents, shall, if so required by the said Arbitrator, attend personally before him, and submit to be examined relative to the Matters in difference, and shall produce to and deposit with him all such Deeds, Papers, and Writings relative to the Premises in their respective Possession or Power as the said Arbitrator may wish to inspect, and shall do all Things necessary for enabling him to make a just Award without Delay; and all Witnesses and Persons examined by the Arbitrator shall, if required by the Arbitrator, be examined upon Oath or Affirmation in Cases where Affirmation is allowed by Law instead of Oath; and the Costs, Charges, and Expenses of and incidental to any such Submission or Arbitration as aforesaid shall be in the Discretion of the said Arbitrator, and shall be paid and satisfied pursuant to his Award; and neither of the Parties in difference shall commence or prosecute any Action, Suit, or Proceeding at Law
or

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or in Equity against the other, or against the Arbitrator, in relation to these Presents; and such Submission may be made a Rule of any of Her Majesty's Courts of Law at Westminster, and either of the Parties in difference shall be at liberty to apply to any such Court for that Purpose without Notice to the other Party.

In witness whereof the Parties to these Presents have hereunto set their respective Corporate Seals the Day and Year first above written.

Seal of
the Norwich
and Spalding
Railway
Company.

Seal of
the Lynn and
Sutton Bridge
Railway
Company.

Seal of
the Spalding
and Bourn
Railway
Company.

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