



## CHAPTER xiii.

An Act to authorise the Amalgamation of the Lynn and Hunstanton and West Norfolk Junction Railway Companies ; and for other purposes. A.D. 1874.  
—  
[8th June 1874.]

**W**HEREAS by "The Lynn and Hunstanton Railway Act, 1861," the Lynn and Hunstanton Railway Company were incorporated for making a railway from Lynn to Hunstanton, all in the county of Norfolk : 24 & 25 Vict.  
c. cxcix.

And whereas by "The West Norfolk Junction Railway Act, 1864," the West Norfolk Junction Railway Company were incorporated for making a railway from the Lynn and Hunstanton Railway at Heacham to the Great Eastern Railway at Wells, to be called "The West Norfolk Junction Railway," all in the county of Norfolk : 27 & 28 Vict.  
c. xc.

And whereas the said railways have long since been constructed and opened to the public, and have since their opening been worked by the Great Eastern Railway Company :

And whereas the Lynn and Hunstanton and West Norfolk Junction Railway Companies have agreed, subject to the approval of Parliament, that they and their undertakings should be amalgamated, and it is expedient that such amalgamation be effected :

And whereas by "The Lynn and Hunstanton Railway Act, 1861," the Lynn and Hunstanton Railway Company were authorised to raise sixty thousand pounds by shares of ten pounds, and twenty thousand pounds by borrowing, and the whole of the said share capital has been subscribed for and fully paid up, and has been converted into stock, and the said Company have created debenture stock which amounts to nineteen thousand three hundred pounds, and they owe on mortgage seven hundred pounds :

And whereas by "The West Norfolk Junction Railway Act, 1864," the West Norfolk Junction Railway Company were autho-

A.D. 1874. — rised to raise seventy-five thousand pounds by shares of ten pounds, and twenty-five thousand pounds by borrowing, and the whole of the said share capital has been raised and paid up, and has been converted into stock, and the said Company have created debenture stock amounting to twenty-five thousand pounds :

And whereas it is expedient that the Great Eastern Railway Company, who have subscribed under the authority of Parliament to the undertakings of both of the before-mentioned companies, should be further empowered to subscribe for a part of the additional capital by this Act authorised to be raised :

And whereas it is expedient that the agreements, a copy of which is set forth in the schedule to this Act, for the working of the two railways by the Great Eastern Railway Company, be confirmed :

And whereas it is expedient that the other provisions herein-after contained be made :

And whereas the objects 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.** This Act may be cited as "The Lynn and Hunstanton and West Norfolk Junction Railway Act, 1874."

Commence-  
ment of Act **2.** This Act shall commence and come into operation on the first day of July one thousand eight hundred and seventy-four.

Provisions of  
certain  
general Acts  
incorporated. **3.** Parts III. and V. of "The Railways Clauses Act, 1863," relating respectively to working agreements and amalgamation, and the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters ; (that is to say,)

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The remedies of the creditors of the Company against shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The general meetings of the Company, and the exercise of the right of voting by the shareholders ;

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The making of dividends ;  
 The giving of notices ; and  
 The provision to be made for affording access to the special Act  
 by all parties interested ;  
 and also Parts I., II., III., and IV. of "The Companies Clauses  
 Act, 1863," relating respectively to cancellation and surrender of  
 shares, to additional capital, to debenture stock, and to change  
 of name ; are (except when expressly varied by this Act) incor-  
 porated with and form part of this Act, and shall extend to the  
 Company.

4. In this Act the several words and expressions to which Interpretation  
 meanings are assigned by the Acts wholly or partially incorporated of terms.  
 herewith have the same respective meanings, unless there be some-  
 thing in the subject or context repugnant to such construction ;  
 the expression "the Company" means the two Companies by this  
 Act amalgamated and incorporated under the name of "The Hun-  
 stanton and West Norfolk Railway Company ;" the expression "the  
 two Companies" means the Lynn and Hunstanton Railway Company  
 and the West Norfolk Junction Railway Company, who by this Act  
 are dissolved and amalgamated ; and for the purposes of this Act the  
 expression "superior courts" or "court of competent jurisdiction,"  
 or any other like expression in this Act or any Act wholly or  
 partially incorporated herewith, shall be read and have effect as  
 if the debt or demand with respect to which the expression is  
 used were a simple contract debt, and not a debt or demand created  
 by statute.

5. On and from the commencement of this Act the two Amalgama-  
 Companies shall be dissolved, and the members thereof respectively tion of the  
 shall be united into and incorporated as a new company by the two Com-  
 name of "The Hunstanton and West Norfolk Railway Company," panies.  
 and by that name shall be a body corporate, with perpetual succes-  
 sion and a common seal, and, subject to the provisions of this Act,  
 shall have all the powers vested in the two dissolved companies  
 respectively by the recited Acts or either of those Acts.

6. The capital of the Company, subject to its augmentation as Defining  
 after provided, shall consist of stock of the nominal amount of one capital of  
 hundred and thirty-five thousand pounds, whereof sixty thousand Company.  
 pounds shall be called (A) stock, and seventy-five thousand pounds  
 (B) stock.

7. The profits of the Company applicable to the payment of Proportion  
 dividends upon the said respective stocks shall be from time to time of dividend  
 apportioned in the following proportions : three fourths thereof to which (A)  
 shall be apportioned amongst and be paid to the holders of the and (B)  
 stock shall  
 be entitled.

A.D. 1874. (A) stock, according to the amount of stock held by them respectively, and the remaining one fourth shall in like manner be apportioned amongst and be paid to the holders of the (B) stock : Provided always, that whenever in any year the profits divisible as aforesaid shall be more than sufficient to pay dividends upon the A stock at the rate of twelve per centum per annum, and upon the B stock at the rate of three pounds four shillings per centum per annum, the surplus, after providing for those rates of dividend, shall be divisible amongst the holders of the A stock and B stock in proportion to the amount of stock held by them respectively, and as if the A stock and B stock were one and the same stock.

How the two stocks to be allotted.

8. The sixty thousand pounds (A) stock shall be allotted amongst the holders of the Lynn and Hunstanton Railway stock, in the proportion in which such last-named stock is held by them, and in like manner the seventy-five thousand pounds (B) stock shall be allotted amongst the holders of the West Norfolk Junction Railway shares, in the proportion in which such last-mentioned stock is held by them.

Stocks to be held on same trusts as the stock for which stock substituted.

9. The stocks so respectively allotted shall be held by the proprietors thereof upon the same trusts (if any) and under the same provisions, declarations, agreements, charges, liens, and incumbrances as affected the existing stock for which the stock is substituted, and so as to give effect to and not to revoke any testamentary disposition of or affecting the same.

Company to call in and cancel stock certificates.

10. The Company shall call in and cancel the existing stock certificates in the two Companies, and issue in lieu thereof fresh certificates of stock to every proprietor who shall deliver up the stock certificates then held by them, or who shall prove to the reasonable satisfaction of the Company the loss or destruction of his certificate.

Company may raise additional capital by the creation of stock.

11. The Company may from time to time raise, in addition to the before-mentioned capital of one hundred and thirty-five thousand pounds, any further capital not exceeding in the whole sixty thousand pounds, by the creation of new preferential stock in their undertaking, which stock shall form part of the general capital of the Company.

As to votes of proprietors of such stock.

12. The proprietors of any stock created or to be issued under this Act shall be entitled to such number of votes in respect thereof as the amount thereof would have entitled them to if the same had been shares of the Company and had been consolidated into stock under the powers of "The Companies Clauses Consolidation Act, 1845."

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

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Power to  
Great East-  
ern Railway  
Company to  
subscribe,  
and to  
supply funds  
for that  
purpose.

**14.** The Great Eastern Railway Company may from time to time raise for the purposes of their said subscription any capital, not exceeding in nominal amount twenty thousand pounds, by the issue at their option of new ordinary shares or stock or new preference shares or stock, or wholly or partially by any one or more of these modes respectively; and the clauses and provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters; (that is to say,)

Power to  
Great East-  
ern Railway  
Company to  
raise money  
by the  
creation of  
shares or  
stock.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provisions to be made for affording access to the special Act by all parties interested;

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of "The Companies Clauses

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Act, 1863," shall extend and apply to the Great Eastern Railway Company, and to the additional capital which they are by this Act authorised to raise.

Shares of Great Eastern Railway Company not to be issued until one fifth part thereof shall have been paid up.

**15.** The Great Eastern Railway Company shall not issue any share under the authority of this Act of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Application of moneys raised by the Great Eastern Railway Company.

**16.** All moneys which the Great Eastern Railway Company may raise under the powers of this Act shall be applied for the purposes of the before-mentioned subscription only.

Votes of Great Eastern Railway Company at general meetings.

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

Power to owe 45,000*l.* on mortgage.

**18.** The Company may, in respect of the before-mentioned stock of one hundred and thirty-five thousand pounds, owe on mortgage or create debenture stock, but, except as after mentioned, what they owe on mortgage and what they raise by debenture stock shall together not exceed forty-five thousand pounds in amount.

Further borrowing powers.

**19.** In addition to the said sum of forty-five thousand pounds, the Company may from time to time borrow on mortgage any sums not exceeding in the whole twenty thousand pounds, but no part thereof shall be borrowed until the whole capital of sixty thousand pounds is issued and accepted, and one half paid up, and the Company 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 the whole of the said additional capital has been issued and accepted, and paid up bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns; 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.

Existing mortgages to have priority.

**20.** All mortgages which at the commencement of this Act shall be in force as against the Company or their undertaking shall, during the continuance of such mortgages, have priority over any mortgages

to be granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of debenture stock at any time created and issued by the Company.

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**21.** Section ten of "The Lynn and Hunstanton Railway Act, 1861," and section nine of "The West Norfolk Junction Railway Act, 1864," as to appointment of a receiver, are hereby repealed, but without prejudice to any appointment already made, or to any proceedings pending in relation thereto.

Repeal of  
certain  
sections of  
recited Acts.

**22.** The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Arrears may  
be enforced  
by appoint-  
ment of a  
receiver.

**23.** The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the commencement of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the commencement of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Debenture  
stock.

**24.** All and every part of the sums of moneys which the Company are by this Act authorised to raise by new stock, or debenture stock, or mortgage, shall be applied only to the purposes authorised by this Act and by the recited Acts, and for the general purposes of the undertaking of the Company.

Application  
of sums  
raised under  
this Act.

**25.** Subject to the provisions of this Act the number of directors of the Company shall be six, but the Company may from time to time reduce the number, provided that the number be not less than three.

Number of  
directors of  
the Com-  
pany.

**26.** The quorum of a meeting of directors shall be three whilst their number is more than three, and two whilst their number is only three.

Quorum.

**27.** The qualification of a director shall be the possession in his own right of not less than five hundred pounds stock.

Qualification.

**28.** Provided always, that the several persons who at the commencement of this Act shall be directors of the two Companies shall be the directors of the Company until the first ordinary meeting of the Company to be held in the month of August or September

Election of  
directors.

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next. At that meeting the shareholders present in person or by proxy may continue in office any of the said directors, or may elect a new body of directors, or directors to supply the place of those not continued in office, but any of the existing directors shall, if qualified, be eligible for re-election; and at the first ordinary meeting to be held in every year after the said ordinary meeting to be held in August or September next, the shareholders present in person 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 of "The Companies Clauses Consolidation Act, 1845;" and the several persons elected at any such meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Power to  
Company  
to erect  
hotel at  
Hunstanton  
Saint Ed-  
munds.

**29.** The Company may, out of any funds under their control, or which they have or may have power to raise, erect, or contribute towards, or purchase or become part owners of an hotel, with all necessary buildings, approaches, and conveniences, at Hunstanton Saint Edmunds.

Confirmation  
of working  
agreements.

**30.** The agreements whereof a copy is contained in the schedule to this Act are hereby confirmed and made binding upon the Company and the Great Eastern Railway Company, and the said agreements shall continue in force for a further term of ten years beyond the respective terms specified in the agreements, but such agreements shall, at the expiration of the said terms, be subject to the like modifications (if any) required by the Board of Trade as the working agreements authorised by the recited Acts are subject to.

Interest on  
calls not to  
be paid out  
of capital.

**31.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for  
future Bills  
not to be  
paid out of  
capital raised  
under this  
Act.

**32.** The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the



Company to construct any other railway, or to execute any other work or undertaking. A.D. 1874.

**33.** Nothing herein contained shall be deemed or construed to exempt the Company or their railways from the provisions of any general Act relating to railways, or to 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 and alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

Railways not exempt from provisions of present and future general Acts.

**34.** 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.

Expenses of Act.

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SCHEDULES referred to in the foregoing Act.

ARTICLES of CONTRACT made this fifteenth day of April 1874, between the Lynn and Hunstanton Railway Company (herein-after called "the Lynn and Hunstanton") of the one part, and the Great Eastern Railway Company (herein-after called "the Great Eastern") of the other part, witnesseth that the two Companies, parties hereto (but so that each of them shall be liable in respect only of the acts and defaults of the same respective Company, and the directors, agents, officers, and servants thereof), do hereby mutually covenant with each other as follows (to wit),

Interpretation.

1. The following words and expressions in these articles shall have the several meanings hereby assigned to them; (that is to say,) the term "Lynn and Hunstanton Railway" shall comprehend the railway of the Lynn and Hunstanton in the county of Norfolk, and the stations, sheds, sidings, turntables, pumps, cisterns, water supply, and other the works and conveniences thereof.

The term "Great Eastern" shall comprehend the railways and branch railways, tramways, and sidings of the Great Eastern in the several counties of Middlesex, Essex, Hertford, Huntingdon, Cambridge, Norfolk, and Suffolk, and (but exclusive of the Lynn and Hunstanton) all other the railway and branch railways the working of which under contract or otherwise is or may at any time during the term be under the management and control of the Great Eastern.

The term "engines" shall comprehend locomotive engines and tenders in good working order and condition.

The term "carrying stock" shall comprehend all descriptions of carriages for the conveyance of passengers, and all luggage and break vans, waggons, boxes, and trucks for the conveyance of animals, goods, minerals, and things whatsoever.

The term "traffic" shall comprehend passengers, animals, goods, minerals, and things whatsoever, and the conveyance thereof respectively, and local traffic, through traffic, and foreign traffic.

The term "tolls" shall comprehend all tolls, rates, charges, and other payments from time to time during the term payable or due to the Lynn and Hunstanton for or in respect of traffic.

Time of working ten years.

2. The Great Eastern shall, during the term of ten years, commencing the first day of October one thousand eight hundred and seventy-three, and at their own expense and on payment to the Lynn and Hunstanton of such sums as are provided for by and under the terms and conditions expressed in these articles, manage and work the Lynn and Hunstanton Railway and receive the tolls arising in respect thereof.

3. At all times during the term the Great Eastern shall at their own expense work, use, manage, and regulate the Lynn and Hunstanton Railway and the traffic thereof in a proper and safe manner, and according to the best system of management for the time being known for the collection, reception, conveyance, accommodation, and delivery of traffic upon single lines of railway, and shall use their utmost reasonable endeavours so to manage, arrange, and regulate the trains and tolls as that the traffic of the Lynn and Hunstanton Railway shall be developed and increased to the utmost extent; and if at any time it appear to the Lynn and Hunstanton directors that a better system might be adopted by the Great Eastern, or that the arrangement and conduct of such trains and tolls are not perfectly adapted to develop or increase the traffic, or any part thereof, or that the traffic, or any part thereof, suffers from want of a sufficient supply of engines or carrying stock, or from neglect on the part of the Great Eastern or their directors, officers, or servants, the Lynn and Hunstanton may from time to time give notice to the Great Eastern of such additions, alterations, or arrangements as in the opinion of the Lynn and Hunstanton directors would remedy the evil; provided always, that if at any time or times the Lynn and Hunstanton give such notice as aforesaid, or otherwise complain of the manner in which the traffic is worked, or in any respect of the mode in which this agreement is carried out, and the directors of the two Companies differ thereon, the matter in difference, and the proper mode of remedying the evil in respect of which such notice or complaint may have been given or made from time to time, shall be referred to arbitration.

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Great Eastern  
to work.

4. Within one month after the seals of the two Companies shall be affixed to this agreement, the Great Eastern shall nominate two of their directors, and the Lynn and Hunstanton shall nominate two of their directors to be and constitute, and the persons so nominated shall be and constitute a joint committee, to be called the Great Eastern and Lynn and Hunstanton Joint Committee, for fixing the number of trains and the accommodation to be given for the development of the local traffic of and upon the Lynn and Hunstanton Railway and the rates and fares in respect of such local traffic.

Seals to be  
affixed.

5. Three of such committee shall be a quorum and competent to act, and the meetings of the committee shall be held in London, or in such other place as the committee shall at any preceding meeting appoint.

Quorum of  
committee.

6. The members of such committee shall, unless disqualified or removed as herein-after mentioned, continue in office for one whole year from the date of their appointment, and at or upon the expiration of such year each of the respective boards shall again nominate two members qualified as aforesaid, and so on from year to year during the subsistence of this contract, and the retiring members shall be re-eligible and shall continue in such office until their successors shall be appointed.

Continuance in  
office of com-  
mittee.

7. In the event of any member being unable to attend at the meetings of the committee, the board by which he was nominated may nominate another person qualified as before mentioned to act at such committee while such inability shall continue, and the person so substituted shall have the same powers as the member in whose place he is substituted for the occasion would have had.

Inability to  
attend.

8. Any member of such committee ceasing to be a member of the board by which he was nominated shall, ipso facto, cease to be a member of the committee, and the board of either company may at any time during the current year of office remove either or both of its members.

Ceasing to be  
a member of  
board.

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Supplying of  
vacancies.

9. Any vacancy created during the current year of office shall be forthwith filled up by the board by which the vacating member was nominated, and the member so appointed shall continue in office for the same period as the vacating member would have continued.

Umpire.

10. There shall be a standing umpire during the continuance of this contract, to whom shall be referred all questions upon the matters mentioned in Article 4, upon which the Great Eastern and Lynn and Hunstanton Joint Committee cannot agree, and the manager for the time being of the London and North-western Railway Company shall be the standing umpire; but in case of his declining or refusing to act, then the manager for the time being of the Great Western Railway Company shall be such umpire.

Minutes.

11. The committee shall keep minutes of its proceedings, which shall be entered in a book and signed by the chairman, and both the Companies shall have access thereto and a right to inspect and take copies thereof.

Great Eastern  
to supply  
engines, &c.  
during term.

12. At all times during the term the Great Eastern shall, at their own expense, provide, maintain, and keep in repair and in an efficient working state and good condition, and employ and use for the purpose of the traffic and the general accommodation of the public with reference thereto, and the proper development and increase of the traffic of the Lynn and Hunstanton Railway, all such engines and carrying stock as shall be fully adequate in that behalf.

Use of Lynn  
station.

13. At all times during the term the Great Eastern shall use and allow to be used for the purposes of the Lynn and Hunstanton Railway, subject to the rent, tolls, rates, and charges herein-after provided for, and other the conditions of these presents, the Lynn station, booking office, goods shed, sidings, engine houses, water supply, and other conveniences; and also the harbour branch, station, tramways, quays, bridges, sidings, cranes, and conveniences, together with the lines connecting the same respectively with the Lynn and Hunstanton Railway, in the same manner as they are used in their own traffic, subject always to the necessities and requirements of the Great Eastern traffic proper with regard to the due working of such traffic: Provided that the Lynn and Hunstanton shall pay to the Great Eastern for the use of the stations, goods shed, sidings, tramways, line, and other conveniences lastly herein-before described in respect of local traffic, the following rent, sums, tolls, and charges; (that is to say,)

Rent.

With respect to passengers, horses, carriages, and dogs—A rent of one hundred pounds per annum and half-mile toll;

Tolls.

With respect to parcels—Half Clearing House terminal and half-mile toll;

With respect to goods to or from Lynn station or dock branch—Half Clearing House terminal and half-mile toll;

To or from harbour branch—Half Clearing House terminal and three-mile toll.

With respect to coals:

To or from dock branch—Dock charge, and working and half-mile toll.

To or from harbour—Twopenny terminal and three-mile toll.

The above tolls, terminals, rates, and charges shall be deducted from the receipts prior to division between the two Companies as herein-after provided for.

Wells traffic.

13A. With respect to Wells traffic there shall be allowed to the Lynn and Hunstanton a mileage proportion of goods, coal, cattle, and parcels, in accordance with the award of Mr. Dawson, of the Clearing House, made on the twenty-first day of October one thousand eight hundred and sixty-eight, viz., seventy-five

per cent. for stations north-west of and including Ely, and fifty per cent. for stations south of Ely, as marked on the map referred to in such award, and passenger traffic shall be divided according to the route travelled.

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13B. The Great Eastern shall allow the Lynn and Hunstanton a rebate of ten per cent. on Great Eastern proportion of through London traffic with Hunstanton and Wolferton stations, and ten per cent. on the mileage proportion of through London cattle traffic with all stations on the Lynn and Hunstanton line. London stations for the purpose of this rebate shall include Liverpool Street, Commercial Street, Bethnal Green junction, and Saint Pancras, and for cattle traffic, Tottenham.

Rebate.

14. At all times during the term the Great Eastern shall, at their own expense, duly ascertain and keep full, true, and perfect accounts of all traffic of the Hunstanton Railway, and also of the gross receipts and credits of the Great Eastern for and in respect of such traffic, and such accounts shall comprise all such particulars of names, places, dates, numbers, rates, tolls, weights, quantities, mileage, and other items as shall be sufficient for the full elucidation thereof, and for determining the amount payable to the Lynn and Hunstanton.

Accounts to be kept.

15. The apportionment and distribution of the traffic receipts in accordance with and subject to the terms and conditions of this contract shall be made through the Clearing House by mileage and terminal in the usual manner.

Division of receipts through Clearing House.

16. As to such of the same receipts and credits as are had or taken by the Great Eastern partly on account of the Lynn and Hunstanton Railway, or any part thereof, and partly on account of the Great Eastern Railway, or with reference to any traffic conveyed partly on the Lynn and Hunstanton Railway and partly on any other railway, the Great Eastern shall keep such accounts so as clearly and accurately to show what proportion of such receipts and credits is to be appropriated or allotted to or in respect of the Lynn and Hunstanton Railway, and such accounts shall be subject to the inspection by the directors of the Lynn and Hunstanton, or any person or persons authorised by them in that behalf.

As to receipts from traffic partly on Lynn and Hunstanton and partly on other railways.

17. As regards any traffic conveyed on the Lynn and Hunstanton Railway, or any part thereof, and also on any other railway, the Great Eastern shall, but subject always to and consistently with the terms and conditions of these presents, make such apportionment of tolls in respect thereof as that a fair proportion of the gross receipts and credits in respect of the same, not being at a less mileage rate than the average mileage rate over the whole distance travelled by such traffic, and not being more in the aggregate than the aggregate maximum tolls which, if such traffic had been conveyed by the Lynn and Hunstanton, that Company might have charged for the same, shall be appropriated or allotted to or in respect of the Lynn and Hunstanton Railway, as also that, subject as aforesaid, all proper terminal charges in respect of the Lynn and Hunstanton Railway shall be appropriated or allotted to or in respect of the Lynn and Hunstanton Railway.

As to tolls on such last-mentioned traffic.

18. The Great Eastern shall not at any time, without the previous license of the Lynn and Hunstanton, assign, sublet, or in any other way part with the obligations or benefit of these articles or any of them.

Great Eastern not to assign contract without consent.

19. The Great Eastern shall from time to time, at their own expense, duly obtain, and shall, until the provisions of these articles are in all other respects

Great Eastern to keep vouchers ;

A.D. 1874. — duly satisfied, preserve all such vouchers, documents, and other evidence as shall be requisite and sufficient for the verification by the directors of the Lynn and Hunstanton, or their authorised officers, of the accounts to be kept as herein is provided, and for showing the due performance and observance of these articles.

and produce same.

20. The Great Eastern shall, at their own expense, at all reasonable times in the day during the term, and at such reasonable intervals as shall be fixed by the Lynn and Hunstanton directors, produce at such of the offices of the Great Eastern as shall be the usual and proper place or places for the deposit thereof to the Lynn and Hunstanton directors, and such persons as the Lynn and Hunstanton directors from time to time appoint, or any of them, all or any of the accounts, vouchers, documents, and evidence herein mentioned and referred to, and permit them to examine, compare, and transcribe the same respectively or any of them, and will afford them all reasonable and proper facilities in that behalf, including the use of rooms, with fire, lights, and other conveniences.

Great Eastern to deliver accounts every half year.

21. Within fifty days after the thirty-first day of December and the thirtieth day of June in every year of the term, the Great Eastern directors shall deliver to the Lynn and Hunstanton directors a true and perfect account in writing of tolls and other receipts and credits of the Great Eastern in respect of the Lynn and Hunstanton Railway for the preceding half year, and shall, as soon thereafter as the Lynn and Hunstanton directors require, concur with them and their agents in that behalf respectively in ascertaining the accuracy of and shall duly verify such accounts, and in case of any error at any time within six months after the delivery of such accounts respectively being discovered therein, shall thereupon duly rectify the same.

Great Eastern to leave railway in good repair at end of term.

22. The Great Eastern shall, at all times during the term, at their own expense, in all things keep, and at the expiration thereof leave in complete repair, and in an efficient working state, and in good order and condition respectively, the Lynn and Hunstanton Railway, and also maintain and repair all other works and conveniences which the Lynn and Hunstanton are, under their Act of incorporation or any other Acts, or under any contracts or agreements or otherwise, liable to maintain or repair.

Great Eastern to rebuild in case of fire.

23. The Great Eastern shall, at all times during the term, in case of loss or damage by fire, or other accident or otherwise howsoever, to the stations, sheds, platforms, erections, buildings, and conveniences of the Lynn and Hunstanton, forthwith reinstate and repair such loss or damage.

Lynn and Hunstanton directors and servants to have free access to railway.

24. At all times during the term the directors, agents, officers, and servants of the Lynn and Hunstanton may have full and free access, egress, and regress to and from and enter into and remain upon the Lynn and Hunstanton Railway for the purpose of examining and ascertaining that the same are duly kept and maintained in an efficient working state, and in good order and condition respectively, or for any other purpose the directors of the Lynn and Hunstanton may require.

As to any want of repair.

25. Whenever any want of repair of any part of the Lynn and Hunstanton Railway is discovered, the Lynn and Hunstanton may cause the same to be by their secretary certified in writing under his hand to the Great Eastern, and thereupon the Great Eastern shall forthwith make the repairs so certified to be necessary; provided always, that the absence of such certificate shall not be considered as an admission on the part of the Lynn and Hunstanton that the Lynn and Hunstanton Railway is in a good state of repair and condition as pro-

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vided by these articles; provided also, that if there be any difference of opinion between the Great Eastern directors and the Lynn and Hunstanton directors as to the necessity or propriety of any such repairs, the matter in difference shall be referred to arbitration.

26. If and whenever the Great Eastern, for one calendar month after the delivery of such certificate, as provided for by Article 25, fail to require a reference to arbitration under that article, or if in case of a reference to arbitration thereunder the arbitrators or umpire determine in favour of such repair or any part thereof being done, the Lynn and Hunstanton may cause the repairs so certified, or, as the case may be, so determined to be done, and in such case the Great Eastern shall on demand repay to the Lynn and Hunstanton the sum by that Company's secretary certified in writing under his hand to be the amount of the expenses of such repairs so done.

Certified repairs to be done by Lynn and Hunstanton on failure of Great Eastern.

27. The certified amount of the expenses of all repairs from time to time done by the Lynn and Hunstanton according to Article 26 shall, from the respective times of the incurring such expense, bear interest after the rate of five pounds per cent. per annum, and the Great Eastern shall pay to the Lynn and Hunstanton such interest accordingly.

Expenses to be recovered.

28. The repairs to be according to these articles done by or at the expense of the Great Eastern shall include all such reparations, replacements, and substitutions as are from time to time requisite for maintaining and keeping the Lynn and Hunstanton Railway, and every part thereof respectively, in complete and thorough repair, and in a safe and sufficient working state, and in good order and condition respectively, and whether such repairs be required by reason of ordinary or extraordinary wear and tear, or of any fall, slip, subsidence, or other accidental injury, or of any defective materials or workmanship, or of any riotous or other wilful damage, or of any fire, flood, or storm, or otherwise howsoever, and in every case the repairs shall be made with materials of the like kind and quality as those to be repaired or replaced, unless the Lynn and Hunstanton directors authorise other materials to be substituted in lieu thereof.

Description of repairs.

29. At all times during the term the Great Eastern, in the working, management, repairs, and use of the Lynn and Hunstanton Railway, shall at their own expense well and truly in all respects perform and observe all the obligations and provisions whatsoever of every Act of Parliament, whether general or local, now or from time to time during the term in force relating to the Lynn and Hunstanton Railway, and all other obligations and liabilities whatsoever from time to time during the term in any way affecting the two Companies and their respective directors or any of them with reference to the working, management, repairs, and use of the Lynn and Hunstanton Railway, and any part thereof, and to the use of and the traffic on the same, and fully and freely indemnify and save harmless the Lynn and Hunstanton and the Lynn and Hunstanton directors from and against all penalties, forfeitures, costs, damages, and charges, claims and demands whatsoever in respect thereof.

Great Eastern to observe obligations of Acts of Parliament.

30. If during the term the traffic on the Lynn and Hunstanton shall so increase as to render necessary the erection of any further permanent buildings or other works for the accommodation thereof, the Great Eastern shall be at liberty, with the previous consent in writing of the Lynn and Hunstanton, given under the hand of their secretary, to make and execute such further works and buildings as in such consent may be specified, and during such time as the amount to be expended in the execution thereof shall remain unpaid by the Lynn and

Erection of new stations.

A.D. 1874. — Hunstanton, to charge the Lynn and Hunstanton with interest thereon at the rate of five pounds per cent. per annum; provided always, that if such consent of the Lynn and Hunstanton as above mentioned be withheld, the question of erecting any such further permanent buildings or other works at the expense of the Lynn and Hunstanton in manner above mentioned shall be referred to arbitration, and both parties shall be determined thereby.

Great Eastern to pay tenants taxes. 31. At all times during the term the Great Eastern shall well and truly pay all present and future tenants taxes, tithes, rates, assessments, and impositions lawfully charged or imposed on the Lynn and Hunstanton Railway, or any part thereof, or the Lynn and Hunstanton and the Great Eastern, or either of them respectively, in respect of the same or of the traffic or receipts thereof, but as to the Government duty on passengers, not so as to render them liable for more than one half of such duty, it being expressly agreed that the Lynn and Hunstanton shall pay or account for the other moiety of such duty.

Lynn and Hunstanton to pay landlords taxes. 32. At all times during the term the Lynn and Hunstanton shall pay all land tax and all landlords taxes, assessments, or impositions made upon the Lynn and Hunstanton, or upon the Great Eastern, or upon the two Companies jointly, in respect of the Lynn and Hunstanton Railway or the traffic thereof.

Free passes. 33. At all times during the term the Lynn and Hunstanton directors and their engineer, solicitor, and secretary for the time being, shall respectively be conveyed free of charge by the Great Eastern, in their first-class carriages, upon or over all or any part of the Lynn and Hunstanton Railway; and whenever during the term any agents and officers of the Lynn and Hunstanton, duly authorised by the Lynn and Hunstanton directors, desire to inspect or examine any part of the Lynn and Hunstanton Railway, or any accommodation or other works which the Lynn and Hunstanton are under any obligation to maintain or repair, or for any other purpose connected with the business of the Lynn and Hunstanton, they respectively shall be conveyed free of charge by the Great Eastern in their first-class carriages, upon and over all or any part of the Lynn and Hunstanton Railway.

Great Eastern to have free use of railway. 34. The Great Eastern shall from time to time during the subsistence of this contract have the free use of the Lynn and Hunstanton Railway for the conveyance of their officers, servants, and workmen, when employed in relation to this contract, or of stores or materials intended for use under the contract.

Monthly payments. 35. The Great Eastern shall pay the Lynn and Hunstanton Company four fifths of the fifty per cent. of the receipts due to the Lynn and Hunstanton Railway under these presents within fourteen days after the expiration of every month in every year during the term.

Payment of residue at end of half year. 36. At the expiration of every half year during the term the Great Eastern shall pay to the Lynn and Hunstanton, without any deduction or abatement on any account whatsoever, except as herein-after mentioned, such sum as will, together with the monthly payments provided for by Article 35, amount to one equal half of the aggregate amount (after deducting or accounting for the tolls, rates, charges, and terminals provided to be paid or allowed to the Great Eastern by these presents,) of the receipts and credits of the Great Eastern during that half year in respect of the Lynn and Hunstanton Railway, or the traffic thereof, including the rebate provided for by Article 13B, subject to the deduction of one half of the Government duty payable in respect of all passengers travelling on the Lynn and Hunstanton Railway, and of the income tax, if any, which the Great Eastern Railway may pay in respect thereof, and of a proportionate part



for such half year of the rent of one hundred pounds reserved or made payable by Article 13, the Great Eastern retaining the other half (or fifty per cent.) of such receipts as in full satisfaction and remuneration of the Great Eastern for the working, managing, and maintaining of the Lynn and Hunstanton Railway, it being hereby expressly declared that such last-mentioned fifty per cent. of the receipts is intended to include and shall be considered as including a proportionate charge against the Lynn and Hunstanton, according to receipts in respect of compensation on account of accidents to passengers and loss on goods traffic.

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37. In case any payment provided for by these articles be not well and truly made by the Great Eastern within one calendar month after the same becomes due, the Great Eastern hereby grant that the Lynn and Hunstanton may, in addition to all other legal and equitable rights and remedies for enforcing the payment thereof, recover the amount in arrear, with legal interest thereon, and all costs, damages, and expenses occasioned by nonpayment thereof, by action, and the Great Eastern hereby grant to the Lynn and Hunstanton all powers which are necessary to give full effect to this article.

As to payments  
in arrear.

38. In case any such payment be not so made or so recovered within six calendar months after the same becomes due, then and in every such case, and notwithstanding the waiver of any prior rights under this article, the Lynn and Hunstanton may, if the Lynn and Hunstanton directors think fit, by notice in writing under the common seal of the Lynn and Hunstanton to the Great Eastern, determine the term, and on the delivery of such notice the term shall absolutely cease, and thereupon the said Companies respectively shall stand in the same relation to each other as if the said term had been determined by effluxion of time.

If in arrear for  
six months,  
Lynn and Hun-  
stanton may  
terminate con-  
tract.

39. Every notice and request to be given in pursuance of these articles, by or on the part of either Company or the directors thereof to the other Company or the directors thereof, shall be deemed to be duly given if it be signed by the chairman of the board of directors and the secretary of the Company by or on the part of which it is given, and be left for the other Company or the directors thereof at the principal office for the time being of that Company, or delivered personally to the secretary thereof.

Notices to be  
signed by  
chairman and  
secretary.

40. In every case in which any question is, according to these articles, to be referred to arbitration, and in every other case of any difference between the Great Eastern or their directors and the Lynn and Hunstanton or their directors, whether touching the true intent, construction, incidents, or consequences of these articles or any of them, or of anything therein respectively expressed, or touching any act or thing to be made, done, omitted, or suffered in pursuance or in contravention of these articles or any of them, or otherwise relating to the premises (except matters by Article 4 referred to the Great Eastern and Lynn and Hunstanton Joint Committee, but including such matters if none of the persons by Article 10 named as umpires act therein), the matter in difference shall be referred to the arbitration of two persons, each of whom shall be a managing officer of a railway company, and one of such two persons shall be named by the directors of each of the two Companies, or if the directors of either Company for fourteen days after being requested by notice in writing by the directors of the other Company to name an arbitrator fail to do so, then both arbitrators may be named by the directors making such request, and if the two arbitrators shall not, within thirty days after the matter in difference is referred to them, agree on their award thereon, then the same shall be referred to the

Arbitration.

A.D. 1874.  
—

umpirage of such one person as the two arbitrators, before entering on the business of the reference, nominate in writing under their hands as their umpire ; and the arbitrators and the umpire respectively may, if he and they so think fit, make several awards from time to time instead of one award, and every award of the two arbitrators, or, as the case may be, of the umpire, if made in writing under their hands and seals, or his hand and seal, and ready to be delivered to the directors of each Company within thirty days after the matter in difference is referred to the arbitrators, or, as the case may be, to the umpire, shall be conclusive and binding on both Companies ; and all such acts and things shall be forthwith thereafter made, done, omitted, or suffered as by such award shall be required, and the arbitrators and umpire respectively shall have full power to inspect the accounts and examine, on statutory declaration in lieu of oath, if required by the arbitrators or by the umpire, the directors, agents, servants, and witnesses of the Companies respectively, and if the arbitrators or the umpire think there be good cause for so doing, and certify the same in writing to the directors of the two Companies, to proceed *ex parte*, and the umpire shall have power, by writing under his hand, from time to time to extend the period of thirty days within which his award is to be made, and in case the same be made and ready to be delivered as aforesaid within such extended period, it shall be binding and conclusive as if made within such period of thirty days, and the costs of the reference shall be in the discretion of the arbitrators and umpire respectively, but if not otherwise apportioned by them or him, shall be borne and paid by the two Companies respectively. And lastly, the submission to reference hereby made may at any time be made a rule of any court of law or equity on the application of any party interested in that behalf.

It is hereby declared that these Articles of Contract are made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the Lynn and Hunstanton Railway Company and the Great Eastern Railway Company have hereunto respectively caused their common seals to be affixed the day and year first above written.



Seal of the  
Lynn and  
Hunstanton  
Railway  
Company.



Seal of the  
Great Eastern  
Railway  
Company.

ARTICLES of CONTRACT made the fifteenth day of April 1874, between the West Norfolk Junction Railway Company (herein-after called "the West Norfolk Junction") of the one part, and the Great Eastern Railway Company (herein-after called "the Great Eastern") of the other part, witnesseth that the two Companies, parties hereto (but so that each of them shall be liable in respect only of the acts and defaults of the same respective Company, and the directors, officers, servants, and agents thereof), do hereby mutually covenant with each other as follows (to wit),

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1. The following words and expressions in these articles shall have the several meanings hereby assigned to them, that is to say, the term "West Norfolk Junction Railway" shall comprehend the railway of the West Norfolk Junction in the county of Norfolk, and the stations, sheds, sidings, turntables, pumps, cisterns, water supply, and other the works and conveniences thereof; the term "Great Eastern" shall comprehend the railways and branch railways, tramways, and sidings of the Great Eastern in the several counties of Middlesex, Essex, Hertford, Huntingdon, Cambridge, Norfolk, and Suffolk, and (but exclusive of the West Norfolk Junction) all other railways or branch railways the working of which, under contract or otherwise, is or may be at any time during the term under the management and control of the Great Eastern.

The term "engines" shall comprehend locomotive engines and tenders in good working order and condition. The term "carrying stock" shall comprehend all descriptions of carriages for the conveyance of passengers, and all luggage and break vans, waggons, boxes, and trucks for the conveyance of animals, goods, minerals, and things whatsoever.

The term "traffic" shall comprehend all passengers, goods, animals, minerals, and things whatsoever, and the conveyance thereof respectively, and local traffic, through traffic, and foreign traffic.

The term "tolls" shall comprehend all tolls, rates, charges, and other payments from time to time during the term payable or due to the West Norfolk Junction for or in respect of traffic.

2. The Great Eastern shall, from the termination of the working agreement now in operation, namely, from the seventeenth day of August one thousand eight hundred and seventy-six, for the term of seven years, at their own expense, and on payment to the West Norfolk Junction of such sums as are provided for by these articles, and subject to the payments to the Great Eastern and other the conditions of these presents, manage and work the West Norfolk Junction Railway, and receive the tolls arising in respect thereof.

3. At all times during the term the Great Eastern shall, at their own expense, work, use, manage, and regulate the West Norfolk Junction Railway and the traffic thereof in a proper and safe manner, and according to the best system of management for the time being known for the collection, reception, conveyance, accommodation, and delivery of traffic upon single lines of railway, and shall use their utmost reasonable endeavours so to manage, arrange, and regulate the trains and tolls as that the traffic of the West Norfolk Junction Railway shall be developed and increased to the utmost extent; and if at any time it appears to the West Norfolk Junction directors that a better system might be adopted by

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the Great Eastern, or that the arrangement and conduct of such trains and tolls are not perfectly adapted to develop or increase the traffic or any part thereof, or that the traffic or any part thereof suffers from want of a sufficient supply of engines or carrying stock, or from neglect on the part of the Great Eastern or their directors, officers, or servants, the West Norfolk Junction may from time to time give notice to the Great Eastern of such additions, alterations, or arrangements as in the opinion of the West Norfolk Junction directors would remedy the evil: Provided always, that if at any time or times the West Norfolk Junction give such notice as aforesaid, or otherwise complain of the manner in which the traffic is worked, or in any respect of the mode in which this agreement is carried out, and the directors of the two Companies differ thereon, the matter in difference, and the proper mode of remedying the evil in respect of which such notice or complaint may have been given or made from time to time, shall be referred to arbitration.

4. Within one month after the commencement of the working under this agreement, the Great Eastern shall nominate two of their directors, and the West Norfolk Junction Railway Company shall nominate two of their directors to be and constitute, and the persons so nominated shall be and constitute a joint committee, to be called the Great Eastern and West Norfolk Junction Joint Committee, for fixing the number of trains and the accommodation to be given for the development of the local traffic of and upon the West Norfolk Junction Railway, and the rates and fares in relation to such local traffic.

5. Three of such committee shall be a quorum, and competent to act, and the meetings of the committee shall be held in London, or in such other place as the committee shall at any preceding meeting appoint.

6. The members of such committee shall, unless disqualified or removed, as herein-after mentioned, continue in office for one year from the date of their appointment, and at or upon the expiration of such year it shall be lawful for the respective boards to nominate two members for one year from the date of such respective appointments, and so on from year to year during the subsistence of this contract; but the members for the time being of the committee shall continue in office unless and until successors shall be appointed.

7. In the event of any member being unable to attend at the meetings of the committee, the board by which he was nominated may nominate another person, qualified as before mentioned, to act on such committee while such inability shall continue, and the person so substituted shall have the same powers as the member whose place he is substituted for the occasion would have had.

8. Any member of such committee ceasing to be a member of the board by which he was nominated shall, ipso facto, cease to be a member of the committee, and the board of either Company may at any time during the current year of office remove either or both of its members.

9. Any vacancy created during the current year of office shall be forthwith filled up by the board by which the vacating member was nominated, and the member so appointed shall continue in office for the same period as the vacating member would have continued.

10. There shall be a standing umpire during the continuance of this contract, to whom shall be referred all questions upon the matters mentioned in Article 4 upon which the Great Eastern and West Norfolk Junction Joint Committee cannot agree. The manager for the time being of the Great Western Railway Company shall be the standing umpire; but in case of his declining or refusing

to act, then the manager for the time being of the London and North-western Railway Company shall be such umpire. A.D. 1874.

11. The committee shall keep minutes of its proceedings, which shall be entered in a book and signed by the chairman, and both the Companies shall have access thereto, and a right to inspect and take copies thereof.

12. At all times during the term the Great Eastern shall, at their own expense, provide, maintain, and keep in repair and in an efficient working state and good condition, and employ and use for the purpose of the traffic and the general accommodation of the public with reference thereto, and the proper development and increase of the traffic of the West Norfolk Junction Railway, all such engines and carrying stock as shall be fully adequate in that behalf.

13. At all times during the term the Great Eastern shall use and allow to be used for the purposes of the West Norfolk Junction Railway, subject to the rent, tolls, rates, terminals, charges, and sums of money herein-after provided for, and other the conditions of these presents, the station, booking offices, goods sheds, sidings, engine-houses, water supply, coal and coke depôts, cranes, machines, ways, approaches, and conveniences at or near the Wells station, and also, so far as they can and lawfully may grant the same, at or near the Heacham station, on the Lynn and Hunstanton line, together with the lines connecting the same with the West Norfolk Junction Railway, in the same manner as they are used in the traffic of the Great Eastern and the Lynn and Hunstanton respectively, subject always to the necessities and requirements of the Great Eastern traffic proper with regard to the due working of such traffic.

13A. As to Wells traffic there shall be allowed to the West Norfolk Junction a mileage proportion of goods, cattle, coal, and parcels, in accordance with the award of Mr. Dawson, of the Clearing House, made on the twenty-first day of October 1868, namely, seventy-five per cent. for stations north-west of and including Ely, and fifty per cent. for stations south of Ely, as marked on the map referred to in such award, and passenger traffic shall be divided according to the route travelled.

13B. The West Norfolk Junction shall pay and allow to the Great Eastern in respect of the station and conveniences at Wells, referred to in Article 13, for local traffic to West Norfolk Junction stations, as follows :

Passengers, horses, carriages, and dogs—A rent of fifty pounds per annum :

Goods, cattle, and parcels—Half Clearing House terminal :

Coals—Half of twopenny terminal :

And with respect to traffic beyond West Norfolk Junction stations, the following arrangements shall apply :

Goods, cattle, and parcels—Full Clearing House terminal shall be deducted in settlement with other companies :

Coals—Twopenny terminal shall be deducted of these ; Great Eastern shall be entitled to one half, and the other half shall be accounted for to the West Norfolk Junction in their receipts for division under these presents :

As to harbour branch—Tolls and charges shall be taken by Great Eastern.

The above tolls, terminals, rates, and charges payable to Great Eastern shall be deducted from the receipts prior to division between the two Companies as herein-after provided for.

13C. The Great Eastern shall allow the West Norfolk Junction a rebate of ten per cent. on the Great Eastern mileage proportion on all through London

A.D. 1874. cattle traffic to and from West Norfolk stations, including Wells, and of ten per cent. on the Great Eastern proportion of through London passenger and parcels traffic with Holkham. London stations, for the purpose of this rebate, shall include Liverpool Street, Commercial Street, Bethnal Green Junction, and Saint Pancras, and for cattle traffic, Tottenham.

14. At all times during the term the Great Eastern shall, at their own expense, duly ascertain and keep full, true, and perfect accounts of all traffic of the West Norfolk Junction Railway, and also of the receipts and credits of the Great Eastern for and in respect of such traffic, and such accounts shall comprise all such particulars of names, places, dates, numbers, rates, tolls, weights, quantities, mileage, and other items as shall be sufficient for the full elucidation thereof, and for determining the amount payable to the West Norfolk Junction.

15. The apportionment and distribution of the traffic receipts, in accordance with and subject to the terms and conditions of this contract, shall be made through the Clearing House by mileage and terminal in the usual manner.

16. As to such of the same receipts and credits as are had or taken by the Great Eastern, partly on account of the West Norfolk Junction Railway or any part thereof, and partly on account of the Great Eastern, or with reference to any traffic conveyed partly on the West Norfolk Junction Railway and partly on any other railway, the Great Eastern shall keep such accounts so as clearly and accurately to show what proportion of such receipts and credits is to be appropriated or allotted to or in respect of the West Norfolk Junction Railway, and such accounts shall be subject to the inspection by the directors of the West Norfolk Junction, or any person or persons authorised by them in that behalf.

17. As regards any traffic conveyed on the West Norfolk Junction Railway, or any part thereof, and also on any other railway, the Great Eastern shall, but subject always to and consistently with the terms and conditions of these presents, make such apportionment of tolls in respect thereof as that a fair proportion of the gross receipts and credits in respect of the same, not being at a less mileage rate than the average mileage rate over the whole distance travelled by such traffic, and not being more in the aggregate than the aggregate maximum tolls which, if such traffic had been conveyed by the West Norfolk Junction, that Company might have charged for the same, shall be appropriated or allotted to or in respect of the West Norfolk Junction Railway, as also that, subject as aforesaid, all proper terminal charges in respect of the West Norfolk Junction Railway shall be appropriated or allotted to or in respect of the West Norfolk Junction Railway.

18. The Great Eastern shall not at any time, without the previous license of the West Norfolk Junction, assign, sublet, or in any way part with the obligations or benefit of these articles or any of them.

19. The Great Eastern shall, from time to time, at their own expense, duly obtain, and shall, until the provisions of these articles are in all other respects duly satisfied, preserve all such vouchers, documents, and other evidence as shall be requisite and sufficient for the verification by the directors of the West Norfolk Junction, or their authorised officers, of the accounts to be kept as herein is provided, and for showing the due performance of these articles.

20. The Great Eastern shall, at their own expense, at all reasonable times in the day during the term, and at such reasonable intervals as shall be fixed by

the West Norfolk Junction directors, produce at such of the offices of the Great Eastern as shall be the usual or proper place or places for the deposit thereof, to the West Norfolk Junction directors, and such persons as the West Norfolk Junction Railway directors from time to time appoint, or any of them, all or any of the accounts, vouchers, documents, and evidence herein mentioned and referred to, and permit them to examine, compare, and transcribe the same respectively, or any of them, and will afford them all reasonable and proper facilities in that behalf, including the use of rooms, with fire, lights, and other conveniences.

21. Within fifty days after the thirty-first day of December and the thirtieth day of June in every year of the term, the Great Eastern directors shall deliver to the West Norfolk Junction directors a true and perfect account in writing of tolls and other receipts and credits of the Great Eastern in respect of the West Norfolk Junction Railway for the preceding half year, and shall, as soon thereafter as the West Norfolk Junction directors require, concur with them and their agents in that behalf respectively, in ascertaining the accuracy of, and shall duly verify such accounts, and in case of any error at any time within six months after the delivery of such accounts respectively being discovered therein, shall thereupon duly rectify the same.

22. The Great Eastern shall at all times during the term, at their own expense, in all things keep, and at the expiration thereof leave, in complete repair, and in an efficient working state, and in good order and condition respectively, the West Norfolk Junction Railway; and also maintain and repair all other works and conveniences which the West Norfolk Junction are, under their Act of Incorporation, or any other Acts, or under any contracts or agreements or otherwise, liable to maintain or repair.

23. The Great Eastern shall at all times during the term, in case of loss or damage by fire or other accident, or otherwise howsoever, to the stations, sheds, platforms, erections, buildings, and conveniences of the West Norfolk Junction, forthwith reinstate and repair such loss or damage.

24. At all times during the term the directors, agents, officers, and servants of the West Norfolk Junction may have full and free access, egress, and regress to and from and enter into and remain upon the West Norfolk Junction Railway, for the purpose of examining and ascertaining that the same are duly kept and maintained in an efficient working state and in good order and condition respectively, or for any other purpose the directors of the West Norfolk Junction may require.

25. Whenever any want of repair of any part of the West Norfolk Junction Railway is discovered, the West Norfolk Junction may cause the same to be by their secretary certified in writing under his hand to the Great Eastern, and thereupon the Great Eastern shall forthwith make the repairs so certified to be necessary.

Provided always, that the absence of such certificate shall not be considered as an admission on the part of the West Norfolk Junction that the West Norfolk Junction Railway is in a good state of repair and condition as provided by these articles.

Provided also, that if there be any difference of opinion between the Great Eastern directors and the West Norfolk Junction directors as to the necessity or propriety of any such repairs, the matters in difference shall be referred to arbitration.

A.D. 1874

26. If and whenever the Great Eastern, for one calendar month after the delivery of such certificate, as provided by Article 25, fail to require a reference to arbitration under that article, or if in case of reference to arbitration thereunder the arbitrators or umpire decide in favour of such repairs or any part thereof being done, the West Norfolk Junction, on failure by the Great Eastern to make such repairs, may cause such repairs to be done, and in such case the Great Eastern shall, on demand, repay to the West Norfolk Junction the sum by that Company's secretary certified in writing under his hand to be the amount of the expenses of such repairs so done.

27. The certified amount of the expenses of all repairs from time to time done by the West Norfolk Junction, according to Article 26, shall, from the respective times of the incurring of such expense, bear interest after the rate of five per cent. per annum, and the Great Eastern shall pay to the West Norfolk Junction such interest accordingly.

28. The repairs to be according to these articles done by or at the expense of the Great Eastern shall include all reparations, replacements, and substitutions as are from time to time requisite for maintaining and keeping the West Norfolk Junction Railway, and every part thereof respectively, in complete and thorough repair, and in a safe and efficient working state, and in good order and condition respectively; and whether such repairs be required by reason of ordinary or extraordinary wear and tear, or of any fall, slip, subsidence, or other accidental injury, or of any defective materials or workmanship, or of any riotous or other wilful damage, or of any fire, flood, or storm, or otherwise howsoever; and in every case the repairs shall be made with materials of like kind and quality as those to be repaired or replaced, unless the West Norfolk Junction directors authorise other materials to be substituted in lieu thereof.

29. At all times during the term the Great Eastern, in the working, management, repairs, and the use of the West Norfolk Junction Railway, shall, at their own expense, well and truly and in all respects perform and observe all the obligations and provisions whatsoever of every Act of Parliament, whether general or local, now or from time to time during the term in force, relating to the West Norfolk Junction Railway, and all other obligations and liabilities whatsoever from time to time during the term in any way affecting the two Companies and their respective directors, or any of them, with reference to the working, management, repairs, and use of the West Norfolk Junction Railway, and any part thereof, and to the use of and the traffic on the same, and fully and freely indemnify and save harmless the West Norfolk Junction and the West Norfolk Junction directors from and against forfeitures, costs, damages, charges, claims and demands whatsoever in respect thereof.

30. If during the term the traffic on the West Norfolk Junction shall so increase as to render necessary the erection of any further permanent buildings or other works for the accommodation thereof, the Great Eastern shall be at liberty, with the previous consent in writing of the West Norfolk Junction, given under the hand of their secretary, to make and execute such further works and buildings as in such consent may be specified, and during such time as the amount to be expended in the execution thereof shall remain unpaid by the West Norfolk Junction, to charge the West Norfolk Junction with interest thereon at the rate of five pounds per cent. per annum: Provided always, if such consent of the West Norfolk Junction as above mentioned be withheld, the question of



erecting any such further permanent buildings or other works at the expense of the West Norfolk Junction in manner above mentioned, shall be referred to arbitration, and both parties shall be determined thereby. A.D. 1874.

31. It shall be lawful for the West Norfolk Junction, with the consent in writing of the Great Eastern, at any time or times before or during the subsistence of this agreement, to enter into such leases, contracts, and agreements with relation to any lands, buildings, warehouses, granaries, ways, approaches, sidings, tramways, ways, conveniences, and premises of the West Norfolk Junction as may appear to the West Norfolk Junction directors to be for the benefit of the Company.

32. At all times during the term the Great Eastern shall well and truly pay all present and future tenants taxes, tithes, rates, assessments, and impositions lawfully charged or imposed on the West Norfolk Junction Railway or any part thereof, or the West Norfolk Junction and the Great Eastern, or either of them respectively, in respect of the same, or of the traffic or receipts thereof, but as to the Government duty on passengers, not so as to render them liable for more than one half of such duty, it being expressly agreed that the West Norfolk Junction shall pay or account for the other moiety of such duty.

33. At all times during the term the West Norfolk Junction shall pay all land tax and all landlords taxes, assessments, or impositions made upon the West Norfolk Junction or upon the Great Eastern, or upon the two Companies jointly, in respect of the West Norfolk Junction Railway, or the traffic thereof.

34. At all times during the term the West Norfolk Junction directors, and their engineer, solicitor, and secretary for the time being, shall be respectively conveyed free of charge by the Great Eastern, in their first-class carriages, upon and over any part of the West Norfolk Junction Railway; and whenever, during the term, any agents and officers of the West Norfolk Junction, duly authorised by the West Norfolk Junction directors, desire to inspect or examine any part of the West Norfolk Junction Railway, or any accommodation or other works which the West Norfolk Junction are primarily under any obligation to maintain or repair, or for any other purpose connected with the business of the West Norfolk Junction, they shall respectively be conveyed free of charge by the Great Eastern, in their first-class carriages, upon and over all or any part of the West Norfolk Junction Railway.

35. The Great Eastern shall from time to time, during the subsistence of this contract, have the free use of the West Norfolk Junction Railway for the conveyance of their officers, servants, and workmen when employed in relation to this contract, or of stores or materials intended for use under this contract.

36. The Great Eastern shall pay the West Norfolk Junction Company four fifths of the fifty per cent. of the receipts due to the West Norfolk Junction under these presents, within fourteen days after the expiration of every month in every year during the term.

37. At the expiration of every half year during the term, the Great Eastern shall pay the West Norfolk Junction, without any deduction or abatement on any account whatsoever (except as herein-after mentioned), such sum as will, together with the monthly payments provided for by Article 36, amount to one equal half of the aggregate amount (after deducting or accounting for the tolls, rates, charges, and terminals provided to be paid or allowed to the Great Eastern by these presents,) of the receipts and credits of the Great Eastern during that

A.D. 1874. — half year in respect of the West Norfolk Junction Railway, or the traffic thereof (including the rebate provided for by Article 13c), subject to the deduction of one half of the Government duty payable in respect of all passengers travelling on the West Norfolk Junction Railway, and the income tax (if any) which the Great Eastern may pay in respect thereof, and of a proportionate part for such half year of the rent of fifty pounds reserved or made payable by Article 13B, the Great Eastern retaining the other half or fifty per cent. of such receipts, as and in full satisfaction and remuneration of the Great Eastern for the working, managing, and maintaining the West Norfolk Junction Railway, it being hereby expressly declared that such last-mentioned fifty per cent. of the receipts is intended to include and shall be considered as including a proportionate charge against the West Norfolk Junction, according to receipts, in respect of compensation on account of accidents to passengers and loss on goods traffic.

38. In case any payment provided for by these articles be not well and truly made within one calendar month after the same becomes due, the Great Eastern hereby grant that the West Norfolk Junction may, in addition to all other legal and equitable rights and remedies for enforcing payment thereof, recover the amount in arrear, with legal interest thereon, and all costs, damages, and expenses occasioned by nonpayment thereof, by action; and the Great Eastern hereby grant to the West Norfolk Junction all powers which are necessary to give full effect to this article.

39. In case any such payment be not so made or so recovered within six calendar months after the same becomes due, then and in every such case, and notwithstanding the waiver of any prior rights under this article, the West Norfolk Junction may, if the West Norfolk Junction directors think fit, by notice in writing under the common seal of the West Norfolk Junction to the Great Eastern, determine the term; and on the delivery of such notice the term shall absolutely cease, and thereupon the said companies shall stand in the same relation to each other as if the said term had been determined by effluxion of time.

40. Every notice and request to be given in pursuance of these articles by or on the part of either Company or the directors thereof to the other Company or the directors thereof, shall be deemed to be duly given if it be duly signed by the chairman of the board of directors and the secretary of the Company by or on the part of which it is given, and left for the other Company or the directors thereof at the principal office for the time being of that Company, or delivered personally to the secretary thereof.

41. In every case in which any question is, according to these articles, to be referred to arbitration, and in every other case of difference between the Great Eastern or their directors and the West Norfolk Junction and their directors, whether touching the true intent, construction, incidents, or consequences of these articles or any of them, or of anything therein respectively expressed, or touching any act or thing to be made, done, omitted, or suffered in pursuance or in contravention of these articles or any of them, or otherwise relating to these presents (except matters by Article 4 referred to the Great Eastern and West Norfolk Joint Committee, but including such matters if none of the persons by Article 10 named as umpire act therein), the matter in difference shall be referred to the arbitration of two persons, each of whom shall be a managing officer of a railway company, and one of such two persons shall be named by the directors of each of the two Companies, or if the directors of either Company, for fourteen

days after being requested by notice in writing by the directors of the other Company to name an arbitrator, neglect or fail to do so, then both arbitrators may be named by the directors making such request, and if the two arbitrators shall not, within thirty days after the matter in difference is referred to them, agree on their award, then the same shall be referred to the umpirage of such one person as the two arbitrators, before entering on the business of the reference, nominate in writing under their hands as their umpire; and the arbitrators and the umpire respectively may, if he and they so think fit, make several awards from time to time instead of one award, and every award of the two arbitrators, or (as the case may be) of the umpire, if made in writing under their hands and seals, or his hand and seal, and ready to be delivered to the directors of each Company within thirty days after the matter in difference is referred to the arbitrators, or (as the case may be) to the umpire, shall be conclusive and binding on both Companies, and all such acts and things shall be forthwith thereafter made, done, omitted, or suffered as by such award shall be required, and the arbitrators and the umpire respectively shall have full power to inspect the accounts and examine, on statutory declaration in lieu of oath, if required by the arbitrators or by the umpire, the directors, agents, servants, and witnesses of the Companies respectively, and if the arbitrators or the umpire think there be good cause for so doing, and certify the same in writing to the directors of the two Companies, to proceed ex parte, and the umpire shall have power, by writing under his hand, from time to time to extend the period of thirty days within which his award is to be made, and in case the same be made and ready to be delivered as aforesaid within such extended period, it shall be binding and conclusive as if made within such period of thirty days, and the costs of the reference shall be in the discretion of the arbitrators and umpire respectively, but if not otherwise apportioned by them or him, shall be borne and paid by the two Companies respectively. And lastly, the submission to reference hereby made may at any time be made a rule of any court of law or equity on application of any party interested in that behalf.

It is hereby declared that these Articles of Contract are made subject to such alterations as Parliament may think fit to make therein.

In witness whereof the West Norfolk Junction Railway Company and the Great Eastern Railway Company have respectively caused their common seals to be hereunto affixed the day and year first above written.

