



CHAPTER lxvi.

A.D. 1898.

An Act to confer further powers upon and to amend certain Acts relating to the Great Eastern Railway Company to authorise the Company to subscribe towards the undertakings of the Elsenham Thaxted and Bardfield and the Kelvedon Tiptree and Tollesbury Light Railway Companies and to acquire the undertakings of the Ely and Saint Ives the Ely and Newmarket the Colchester Stour Valley Sudbury and Halstead and the Mellis and Eye Railway Companies and part of the Great Northern and Great Eastern Joint Railway to make further provision as to certain funds of the Company and for other purposes.

[1st July 1898.]

WHEREAS it is expedient that the Great Eastern Railway Company (in this Act called "the Company") be authorised to construct the works and to purchase the additional lands hereinafter described and to exercise the other powers in this Act specified :

And whereas the Company have acquired by agreement for the purposes of their undertaking certain other lands hereinafter described and it is expedient that the purchase of such lands and the expenditure of money by the Company in respect thereof be confirmed :

And whereas the works authorised by this Act include the conversion into a fixed bridge of the existing swing bridge by which the Company's branch railway leading to the "Pepper Warehouses" is carried over the River Lee or the River Lee Navigation at Bow Creek and it is expedient that certain provisions of the Great Eastern Railway Act 1862 relating to the existing swing bridge be repealed :

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And whereas the respective undertakings of the Ely and Saint Ives Railway Company the Ely and Newmarket Railway Company the Colchester Stour Valley Sudbury and Halstead Railway Company and the Mellis and Eye Railway Company are under the authority of Parliament either leased to or maintained and worked by the Company and it is expedient that those undertakings be transferred to and vested in the Company and that the several agreements between the Company and the said companies respectively with reference to such transfer which are set forth in the Second Third Fourth and Fifth Schedules to this Act be confirmed and made binding on the companies parties thereto respectively :

And whereas it is expedient that the agreement between the Great Northern Railway Company and the Great Northern and Great Eastern Joint Committee and the Company for the sale and transfer to the Company of the portion in that agreement specified of the railway belonging to the Great Northern Railway Company and the Company jointly and known as the Great Northern and Great Eastern Joint Railway and certain premises connected therewith which agreement is set forth in the First Schedule to this Act be confirmed and made binding on the parties thereto respectively :

And whereas it is expedient that all doubts as to the construction of section 55 of the *Great Eastern Railway (General Powers) Act 1893* be removed :

And whereas it is expedient that provision be made for the admission of officers and servants of certain other railway companies to be members of the *Great Eastern Railway Mutual Guarantee* and of the *Superannuation Pension and Pension Supplemental Funds* of the Company :

And whereas it is expedient that the *Accident Allowance Fund* established under the powers of the *Great Eastern Railway (General Powers) Act 1878* be (if the directors of the Company so resolve) discontinued and that provision be made as to the application in the event of such discontinuance of moneys standing to the credit of that fund :

And whereas it is expedient that the Company be empowered to apply their funds for the purposes of this Act and that the powers of the Company for raising money under certain Acts be defined :

And whereas plans and sections showing the line situations and levels of such or so much of the works by this Act authorised and the lands in or through which the same will be made or pass as are

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or is authorised to be made or will be situate in any county herein-
after mentioned and plans also of the other lands in any such
county which may be compulsorily taken under the powers of this
Act and also books of reference to such plans respectively containing
the names of the owners and lessees or reputed owners and lessees
and of the occupiers of such lands respectively were duly deposited
as follows (that is to say) As regards works and lands in the county
of London with the clerk of the peace for that county as regards
works and lands in the county of Essex with the clerk of the peace
for that county as regards works and lands in the county of Suffolk
with the clerk of the peace for that county as regards works and
lands in the county of Norfolk with the clerk of the peace for that
county as regards lands in the Isle of Ely in the county of
Cambridge with the clerk of the peace for the Isle of Ely as
regards works and lands in the county of Cambridge with the clerk
of the peace for that county and as regards lands in the county
of Hertford with the clerk of the peace for that county and the
said plans sections and books of reference respectively are in this
Act referred to as "the deposited plans sections and books of
reference":

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—

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):—

1. This Act may be cited as the Great Eastern Railway Short title.
(General Powers) Act 1898.

2. The following enactments (as far as they are applicable for
the purposes of and are not inconsistent with or expressly varied by
this Act) are hereby incorporated with and shall be part of this Act
(that is to say):—

Incorpora-
tion of
general
enactments.

Part III. of the Companies Clauses Act 1863 (as amended by
subsequent Acts) relating to debenture stock:

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845 and Parts I. and V.
(except section 49) of the Railways Clauses Act 1863 relating
respectively to construction of a railway and to amalgamation.

3. In this Act the several words and expressions to which
meanings are assigned by the Acts wholly or partially incorporated

Interpreta-
tion.

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A.D. 1898. herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction :

The expression "the Saint Ives Company" means the Ely and Saint Ives Railway Company ;

The expression "the Newmarket Company" means the Ely and Newmarket Railway Company ;

The expression "the Colchester Company" means the Colchester Stour Valley Sudbury and Halstead Railway Company ;

The expression "the Mellis Company" means the Mellis and Eye Railway Company.

Interpreta-
tion of term
"parish
clerks" &c.

4. The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the clerk of the vestry of the parish if the parish is mentioned in Schedule A of the Metropolis Management Act 1855 as amended by subsequent Acts and the clerk of the district board if the parish or place is included in a district mentioned in Schedule B of the last-mentioned Act as so amended and where any place is not included in any such parish or district as aforesaid shall mean the clerk of some adjoining parish or district board.

Power to
execute
works shown
on plans and
sections.

5. Subject to the provisions of this Act the Company may make execute and maintain in the line or situation and within the limits of lateral deviation shown on the deposited plans and according to the levels shown on the deposited sections the works described in this section with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes :

The works herein-before referred to and authorised by this Act are the following (that is to say) :—

(1) The conversion into a fixed bridge of the existing swing bridge by which the Company's branch railway leading to the "Pepper Warehouses" is carried over the River Lee or the River Lee Navigation at Bow Creek in the parish of Saint Leonard Bromley in the county of London and the parish and county borough of West Ham in the county of Essex or one of them :

(2) A widening on its south-eastern side of the bridge carrying the Company's Cambridge and Colchester main lines over the River Channelsea in the parish and county borough of West Ham in the county of Essex :

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(3) The following works to be situate wholly in the parishes of Saint Mary Stoke and Saint Peter in the county borough of Ipswich in the county of Suffolk (that is to say):— A.D. 1898.

(A) A widening in the said parish of Saint Mary Stoke on its southern side of the Company's siding or line of rails leading from their upper goods yard to their lower goods yard at Ipswich between two points respectively about 6 chains westward and $4\frac{1}{2}$ chains eastward from the point at which that siding or line of rails crosses Ranelagh Road together with the widening on its south side of the bridge by which the Company's said siding or line of rails is now carried over the River Orwell;

(B) The laying down in the said parish of Saint Peter of additional lines of rails on each side of the Company's siding or line of rails aforesaid leading from their upper goods yard to their lower goods yard where the same is now carried under Princes Street together with the widening on each side of the bridge by which the said street is now carried over the Company's said existing siding or line of rails and the alteration of the levels of the said street for a distance of about 3 chains northward from the said existing siding or line of rails;

(C) The widening in the said parish of Saint Mary Stoke of the bridge carrying the Company's Griffin Wharf siding or tramway over Wherstead Road and the laying down in the same parish of an additional line or lines of rails on the north side of the Company's said siding or tramway where carried over the said road:

Provided always that the Company shall not carry passengers over or by means of any of the works authorised by this subsection (3):

(4) The following widenings and improvements of the Company's Reedham and Lowestoft branch line (that is to say):—

A widening and improvement (No. 1) commencing in the parish of Reedham in the rural district of Blofield in the county of Norfolk and terminating in the parish of Oulton in the rural district of Mutford and Lothingland in the county of Suffolk and for the purposes of and in connexion with the said widening and improvement deviations of the said Reedham and Lowestoft branch line (A) in the parishes of Reedham and Raveningham in the county of Norfolk and (B) in the parishes of Wheatacre All Saints in the county

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of Norfolk and Somerleyton in the county of Suffolk with swing bridges for carrying the said branch line where so deviated over the Rivers Yare and Waveney respectively :

And the Company shall upon the completion and opening for public traffic of the said deviations respectively of the said branch line abandon and remove the existing bridges carrying the said branch line over the said rivers respectively in the parishes above-mentioned and the Company may in connexion with the said widening and improvement make and maintain in the said parish of Raveningham and in the parish of Haddiscoe in the county of Norfolk a footpath along the said branch line from a point about 5 chains eastward from the post on the said branch line denoting 15 miles from Norwich to or near to Haddiscoe Station and upon the completion and opening to the public of the said footpath all or any public or other rights of way over or along or by the side of the said branch line between the commencement and termination of the said intended footpath shall be extinguished :

A widening and improvement (No. 2) commencing in the parish of Oulton aforesaid and terminating at or near Oulton Broad Station in the said parish of Oulton and the parish of Lowestoft in the borough of Lowestoft or one of them ;

A widening and improvement (No. 3) commencing in the parish of Oulton aforesaid at or near Oulton Broad Station and terminating in the parish of Lowestoft in the borough of Lowestoft :

(5) The following widenings and improvements of the Company's Beccles and Lowestoft branch (that is to say) :—

A widening and improvement (No. 4) wholly in the parish and borough of Beccles in the county of Suffolk ;

A widening and improvement (No. 5) commencing in the parish and borough of Beccles and terminating in the parish of Lowestoft in the borough of Lowestoft and in connexion with and for the purposes of the said widening and improvement a deviation of the said Beccles and Lowestoft branch in the parishes of Carlton Colville and Oulton between two points respectively 9 chains north and 10 chains south of the centre of Carlton swing bridge over Lake Lothing with a swing bridge in substitution for

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Carlton swing bridge for carrying the said Beccles and Lowestoft branch as deviated over Lake Lothing : A.D. 1898.

And upon the completion and opening for public traffic of the said deviation the Company shall abandon and remove the last-mentioned bridge :

(6) A widening and improvement (No. 6) on its south-eastern side and an extension north-eastward of the Company's East Suffolk line to be situate wholly in the parish of Gorleston in the county borough of Great Yarmouth in the county of Norfolk :

(7) The following widenings and improvements in the county of Essex of the Company's Southend Railway (that is to say) :—

A widening and improvement (No. 7) commencing in the parish of Wickford in the rural district of Billericay and terminating in the parish of Rayleigh in the rural district of Rochford at Rayleigh Station ;

A widening and improvement (No. 8) in the parishes of Rayleigh and Hockley in the rural district of Rochford between Rayleigh Station and Hockley Station ;

A widening and improvement (No. 9) commencing in the parish of Hockley aforesaid at Hockley Station and terminating in the parish of Rochford in the rural district of Rochford aforesaid at Rochford Station :

(8) A widening and improvement (No. 10) of the Company's Cambridge and Newmarket line wholly in the parishes of Wood Ditton in the rural district of Newmarket in the county of Cambridge and Newmarket All Saints in the urban district of Newmarket in the said county of Cambridge and the county of Suffolk or one of them :

(9) 1. A railway or line of rails (Lynn Line No. 1) wholly in the parish of Saint Margaret in the borough of King's Lynn in the county of Norfolk commencing by a junction with the Company's railway authorised by the East Anglian Railways Act 1853 and terminating at a point on the north side of King's Staithe Square :

2. A railway or line of rails (Lynn Line No. 2) wholly in the said parish of Saint Margaret commencing by a junction with the railway or line of rails (Lynn Line No. 1) and terminating at a point about 12 feet eastward from the point at which the said railway or line of rails will terminate :

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3. A deviation wholly in the said parish of Saint Margaret of the Company's existing siding on the South Quay Lynn:

(10) A diversion wholly within the parish of Campsea Ash in the rural district of Plomesgate in the county of Suffolk of the public road now crossing the Company's Colchester main line on the level immediately to the north of Wickham Market Station:

And upon the completion of the said diversion the Company may stop up and discontinue for traffic of all descriptions the said level crossing and so much of the said road as lies to the south-westward of the said level crossing:

(11) A diversion in the parish of Salhouse in the rural district of Saint Faith's in the county of Norfolk of the public highway now crossing the Company's East Norfolk Railway on the level about half-a-mile northward from Salhouse Station:

And upon the completion of such diversion the Company may stop up and discontinue for traffic of all descriptions the level crossing aforesaid.

The diverted roads mentioned in subsections (10) and (11) of this section shall be respectively maintained and repaired by the Company for a period of twelve months from the date of the completion of the respective road and from and after the expiration of such period the respective diverted portion of road shall be maintained and repaired by the authority by whom the remainder of the respective road is repairable.

Repeal of sections 127 to 129 of Company's Act of 1862.

6. Sections 127 128 and 129 of the Great Eastern Railway Act 1862 are hereby repealed.

Additional rails may be laid on existing level crossings.

7. In executing and maintaining the widenings and improvements of railways by this Act authorised the Company may lay down and maintain an additional line of rails across and on the level of the several roads which any of the existing railways so to be widened and improved now crosses on the level and may (except as otherwise provided) construct the bridges and arches for effecting such widenings and improvements of the same height width span and dimensions as the existing bridges and arches. In carrying the additional lines of rails for the widenings and improvements across and on the level of the roads next herein-after mentioned the Company shall make the approaches to such level crossings on the side or sides of such crossings herein-after respectively mentioned of inclinations not steeper than those herein-after mentioned in

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connexion therewith respectively and may alter the levels of such roads accordingly (that is to say):— A.D. 1898.

No. of Widening.	No. of Road on deposited Plan.	Parish.	Inclinations of Approach.	Side of Crossing.
No. 1	5	Haddiscoe - - -	1 in 16	South
4	8	Beccles - - -	1 in 30	South
4	19	Beccles - - -	1 in 22	South
4	19	Beccles - - -	1 in 22	South
5	4	Beccles - - -	1 in 22	North
5	16	Worlingham - -	1 in 20	North
5	14	Barnby - - -	1 in 25	North
5	7	Carlton Colville -	1 in 20	North
5	13	Carlton Colville -	1 in 20	North
5	22	Carlton Colville -	1 in 20	North
Widening of Siding }	2	St. Mary Stoke - -	1 in 30	Both sides

8. Before opening for traffic the widening and improvement (No. 5) by this Act authorised the Company shall construct and thereafter maintain a bridge of the width of five feet between the parapets over the whole width of the widened railway for foot passengers on or near the site of the level crossing of the said widened railway over the road numbered on the deposited plans 65 in the parish of Carlton Colville with proper steps and approaches thereto. As to foot-bridge.

9. The Company shall keep the gates at the level crossing of their East Suffolk line over the road numbered on the deposited plans 32 in the parish of Gorleston closed across the railway except when engines carriages or trucks passing along the railway shall have occasion to cross such road. As to gates to level crossing in parish of Gorleston.

10. In constructing the works by this Act authorised the Company may (subject as regards the railways and widenings of railways so authorised to the provisions of the Railways Clauses Consolidation Act 1845 incorporated herewith) deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding in the case of works other than road diversions five feet upwards and ten feet downwards and in the case of road diversions not exceeding two feet either upwards or downwards Provided also that no deviation Limits of deviation.

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For protection of Barking Road bridge across River Lee.

11. The bridge carrying the Company's branch railway leading to the "Pepper Warehouses" over the River Lee at Bow Creek as converted under the powers of this Act shall be constructed and at all times thereafter maintained with a screen on the north side of the said bridge carried up to a height (not exceeding ten feet above the level of the rails on the bridge) sufficient to hide trains passing over such bridge from view of the Barking Road Bridge such screen to be of a reasonably ornamental character and design. The Company shall take all reasonable means to deaden the sound of engines carriages and traffic passing over the converted bridge and no part of any abutment of the said new bridge shall be situate within twenty-five feet of the said Barking Road Bridge.

For protection of Lee Conservancy Board.

12. The following provisions for the protection of the Lee Conservancy Board (herein-after in this section called "the board") shall unless otherwise agreed in writing between the Company and the board apply and have effect (that is to say):—

- (1) The fixed bridge (herein-after in this section called "the bridge") by this Act authorised to be substituted for the existing swing bridge by which the Company's branch railway leading to the "Pepper Warehouses" is carried over the River Lee at Bow Creek shall be constructed of iron with three spans. The central span shall be at right angles to the true line or direction of the river with a width of not less than 100 feet and a clear headway in the centre above Trinity high-water mark of not less than the highest headway of the bridge carrying the Barking Road over Bow Creek. The central span may have a fall on each side not exceeding two feet from the centre of the headway towards the bed plate of the girders on the top of the iron cylinders herein-after mentioned. The remaining spans shall each be not less than 25 feet in width with such headway as may be agreed between the Company and the board. The piers of the bridge supporting the centre span shall be placed parallel with the centre line of the channel at the point of crossing and shall be iron cylinders not more than 7 feet in diameter:
- (2) The Company shall during the construction of the bridge and to the satisfaction of the board preserve and keep open at all times for the accommodation of the traffic on the river a clear waterway not less than 40 feet in width in the centre of the existing channel on the west side of the river and such waterway

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shall have a headway throughout above Trinity high-water mark of not less than that of the bridge carrying the Barking Road over Bow Creek : A.D. 1898.

- (3) The Company shall at their own expense exhibit and keep burning every night from sunset to sunrise during the construction of the bridge such lights as the board may require and in such places as in the opinion of the board are most convenient and best adapted for guiding vessels through the bridge and insuring the safe navigation of vessels on the river near the bridge :
- (4) The Company shall on or before the completion of the bridge pull up and remove out of and from the bed of the river to the satisfaction of the board the remains of the existing bridge and any piles staging or other temporary work placed by them in or over the bed of the river during and in connexion with the construction of the bridge :
- (5) The Company shall notwithstanding anything in this Act contained complete the construction of the bridge within two years from the date of the commencement of the same :
- (6) The bridge and any future alterations or repairs thereof shall be constructed in accordance with plans sections working drawings and specifications to be previously submitted to and reasonably approved by the engineer for the time being of the board and shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer whose reasonable charges and expenses in connexion with such superintendence and satisfaction shall be paid by the Company Provided that if the said engineer shall for the space of one month after submission to him of such plans sections working drawings and specifications as aforesaid together with a request in writing to approve thereof fail to approve the same then and in such case the plans sections working drawings and specifications so submitted shall be settled by arbitration as herein-after provided :
- (7) If any difference arise between the Company and the board with respect to the reasonableness of any requirement of the board or of their engineer the same shall be determined by the arbitration of an arbitrator to be agreed upon between the Company and the board or failing agreement to be appointed in accordance with the Arbitration Act 1889 :
- (8) Nothing contained in this section shall apply to the construction maintenance repair or renewal of any screen that may be erected by the Company on the said fixed bridge.

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For protec-
tion of
corporation
of West
Ham.

13. For the protection of the mayor aldermen and burgesses of the county borough of West Ham (in this section referred to respectively as "the corporation" and "the borough") the following provisions shall have effect:—

(1) If the Company under the authority of this Act acquire any of the houses which they are by this Act authorised to acquire fronting Temple Mills Lane or any part of the curtilages attached thereto respectively they shall throw into that lane so much of such properties so acquired as shall be required to make the part of Temple Mills Lane on which they respectively abut of the width of 40 feet:

(2) Where any of the works to be done under or by virtue of this Act (other than the works respectively described in subsections (1) and (2) of the section of this Act of which the marginal note is "Power to execute works shown on plans and sections") shall or may pass under or over or by the side of so as to interfere with any sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation or shall or may in any way affect the sewerage or drainage of the borough the Company shall not commence such works unless they shall have given to the engineer of the borough at least one month's previous notice in writing of their intention to commence the same by leaving such notice at his office with a plan and section and other necessary particulars of the proposed construction of the said works so far as they interfere with any sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation and until the said engineer shall have signified his approval of the same unless such engineer fail to signify such approval or his disapproval or other directions within one month after delivery or service of the said notice plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said engineer in the execution and also the subsequent maintenance of the said works so far as they are on the land of the Company and shall provide by new altered or substituted works in such manner as the said engineer may reasonably deem necessary for the proper protection of and for preventing injury or impediment so far as such injury or impediment may have been caused by the acts of the Company to the sewers drains pipes watercourses river walls defences and other works herein-before referred to and shall save harmless the corporation against all and every the expense to be occasioned thereby

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and all such works of the Company so far as they interfere with any sewer drain pipe watercourse river wall defence or work under the jurisdiction or control of the corporation shall be done under the superintendence and control of the said engineer at the reasonable costs charges and expenses in all respects of the Company and all such costs charges and expenses which the said engineer may properly be put to by reason of the works of the Company whether in the execution of works the examination of plans or designs superintendence or otherwise shall be paid to the corporation by the Company on demand and when any new altered or substituted work as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall ever thereafter so far as they are on the land of the Company be maintained by the Company to the reasonable satisfaction of the said engineer and the said works shall be as fully and completely under the direction and control of the corporation as any sewer drain pipe watercourse river wall defence or work now is or hereafter may be Provided that a copy of the plans sections and other particulars of so much of the aforesaid works authorised by subsections (1) and (2) herein-before referred to as will interfere with any bank defence or wall of the corporation shall be submitted to the corporation one month previous to the commencement of such works and such works so far as they interfere with such bank defence or wall of the corporation shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the corporation Provided further that if any dispute shall arise as to the mode of executing any such works aforesaid or the reasonableness of any requirement of the corporation or the said engineer such matters in difference shall be determined by the arbitration of an arbitrator to be agreed upon between the Company and the corporation or failing agreement to be appointed in accordance with the Arbitration Act 1889 :

- (3) If after the Company have acquired any houses in the borough under the powers of this Act the amount of any borough or general district rate levied in the borough by the corporation in respect of such houses shall in any year be less than the amount of such rate leviable during the year 1898 in respect of such houses by reason of such houses being acquired by the Company for the purposes of this Act the Company shall from time to time make good such deficiency until the

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works or buildings for the purpose of the construction of which such houses are acquired shall be completed and liable to be assessed to such rate.

As to bridges
over Rivers
Yare and
Waveney.

14.—(1) In widening and improving the Company's Reedham and Lowestoft branch line over the River Wensum otherwise Yare in the parishes of Reedham and Raveningham in the county of Norfolk as authorised by this Act the Company shall and they are hereby required at their own expense and to the reasonable satisfaction of the engineer of the Great Yarmouth Port and Haven Commissioners to make and at all times thereafter to maintain and keep in repair a good and sufficient swivel or opening bridge over the said river which when opened shall leave a clear and uninterrupted navigable waterway for masted vessels directly following the present channel of the river of at least fifty-five feet clear span so as to admit all vessels navigating or hereafter to navigate the said river to pass through the same without altering their course and the clear height of headway or distance between the surface of the said river and the underpart of the said bridge when closed shall not in any place be less than eleven feet above the level of high water of ordinary spring tides.

(2) In widening and improving the Company's Reedham and Lowestoft branch line over the River Waveney in the parishes of Wheatacre All Saints in the county of Norfolk and Somerleyton in the county of Suffolk as authorised by this Act the Company shall and they are hereby required at their own expense and to the reasonable satisfaction of the engineer of the Great Yarmouth Port and Haven Commissioners to make and at all times thereafter to maintain and keep in repair a good and sufficient swivel or opening bridge over the said river which when opened shall leave a clear and uninterrupted navigable waterway for masted vessels directly following the present channel of the said river of at least forty-four feet clear span so as to admit all vessels navigating or hereafter to navigate the said river to pass through the same without altering their course and the clear height of headway or distance between the surface of the said river and the underpart of the said bridge when closed shall not at any place be less than eight feet eight inches above the level of high water of ordinary spring tides.

(3) Such bridges shall be constructed in accordance with plans and sections to be submitted to the engineer of the said commissioners fourteen days before the commencement of the respective bridge and if within that period the said engineer disapproves of any such plan or section or makes any requirement in relation thereto such works shall not be commenced until the plans and

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sections have been agreed or settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers Provided that if the engineer of the said commissioners does not within fourteen days of such submission signify his approval or disapproval of the plans or sections submitted he shall be deemed to have approved thereof. A.D. 1898.

15. In the execution of the works and exercise of the powers in the borough of Great Yarmouth by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Great Yarmouth (in this section called "the corporation") shall have effect unless otherwise agreed in writing (that is to say):—

For protec-
tion of
corporation
of Great
Yarmouth.

- (1) In the construction alteration or maintenance of the said works where they will cross over or adjoin or in any way affect the streets sewers sea-water mains electric lines or works lands or property belonging to or under the control of the corporation the same shall be executed under the superintendence and to the reasonable satisfaction of the borough surveyor of the corporation and according to such plans as shall be submitted to and reasonably approved by him in writing Provided that if the said borough surveyor shall for the space of fourteen days after submission to him of such plans as aforesaid together with a request in writing to approve thereof fail to approve the same then and in such case the plans so submitted shall be settled by arbitration as herein-after provided and the Company shall pay compensation to the corporation for all damage and injury whatsoever which may be done to such streets sewers mains lines works lands or property in such construction alteration or maintenance :
- (2) The Company shall not under the powers of this Act interfere with the level of South Town Road :
- (3) The Company shall at their own expense pitch or pave with granite setts or such other material as may be agreed between the corporation and the Company so much of South Town Road where the railway crosses the road as shall lie between the gates at the level crossing when the same are closed across the road and shall for ever thereafter maintain and keep the same in good condition to the satisfaction of the corporation and in default the corporation shall be entitled to execute the necessary works and recover the costs thereof as a debt from the Company :
- (4) If any difference shall arise between the corporation and the Company as to the true intent and meaning of any of the

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provisions of this section or as to the mode of giving effect thereto the same shall be determined by an engineer or other fit person to be agreed upon by the parties or in the absence of agreement to be appointed upon the application of either party by the President of the Institution of Civil Engineers.

For protec-
tion of
Yarmouth
and Gorles-
ton Tramway
Company
Limited.

16. For the protection of the Yarmouth and Gorleston Tramway Company Limited (in this section called "the tramway company") and of their tram lines works and property situate in the South Town Road the following provisions shall apply and have effect (unless otherwise agreed in writing):—

- (A) The Company shall before commencing any works which would in any manner interfere with the said tram lines works or property of the tramway company give to the tramway company fourteen days' notice in writing of their intention so to do:
- (B) All such works shall be constructed made and completed at the expense of the Company in a good and substantial and workmanlike manner and to the reasonable satisfaction of the engineer of the tramway company and according to plans and specifications to be previously reasonably approved of by him Provided that if the said engineer shall for the space of one month after submission to him of such plans and specifications together with a request in writing to approve the same neglect or refuse to approve thereof then and in such case the plans and specifications so submitted shall be settled by arbitration as herein-after provided:
- (C) During the construction of such works and at all future times during any repairing or reconstruction thereof by the Company the said engineer and his assistants and workmen shall have free access to the said works in order to inspect the workmanship and materials thereof respectively:
- (D) The Company shall not during the construction of such works or at any future times alter the level of the tram lines or unnecessarily impede or interrupt the traffic of the tramway company:
- (E) The Company shall make full compensation to the tramway company for all loss or damage which [they may at any time sustain by reason of any interference by the works by this Act authorised with or disturbance or settlement of the tram lines or works of the tramway company or for the maintenance whereof the tramway company may be liable and shall also repay to the tramway company the reasonable cost of all works which it may be reasonably necessary for that company to

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execute in order to protect their tram lines and works from interference by the works of the Company by this Act authorised : A.D. 1898.

(F) If any difference shall arise between the Company and the tramway company under the provisions of this section the same shall be determined by an engineer to be appointed (unless otherwise agreed) upon the application of either Company by the President of the Institution of Civil Engineers whose decision shall be final.

17. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily. Works below high-water mark not to be commenced without consent of Board of Trade.

18. If the railways herein-before described and authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed. Period for completion of works.

19. The railways and the widenings and improvements or alterations of railways and additional lines of rails by this Act authorised shall subject to the provisions of this Act in respect of tolls rates and charges and in all other respects be deemed to form part of the undertaking of the Company. Tolls on railways &c.

20. Subject to the provisions of this Act the Company may divert in the parish of Lawford in the rural district of Tendring in the county of Essex the footpath now carried by a bridge under the Company's Colchester main line about fourteen chains west of Diversion of footpath in parish of Lawford Essex.

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A.D. 1898. Manningtree Station between a point about three and a half chains south-westward from the said bridge and the point at which the said footpath intersects the road numbered on the deposited plans 5 in the said parish and the Company may enter upon take and use such of the lands shown on the deposited plans as may be necessary for that purpose. Such diversion shall be effected in the manner provided by the section of this Act of which the marginal note is "For the protection of Francis Morgan Nichols" and upon the completion and opening to the public of such diversion as provided by that section all public and other rights of way and other rights along or over the existing footpath between the aforesaid points shall be by this Act extinguished.

For the pro-
tection of
Francis
Morgan
Nichols.

21. For the protection of Francis Morgan Nichols or other the owner or owners for the time being of the Lawford Hall estate in the county of Essex (all of whom are herein-after included in the expression "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner have effect (that is to say):—

- (1) Upon receiving notice from the Company that they intend to carry out the diversion of the footpath in the parish of Lawford by this Act authorised the owner shall acquire and convey to the Company without further consideration than is shown in this section the unincumbered fee simple in possession of the land in the parish of Lawford which is shown by the colour red on a plan signed by Richard Pennington on behalf of the owner and John Wilson on behalf of the Company:
- (2) If the Company carry out the said diversion they shall upon being let into possession of the land to be conveyed to them as aforesaid construct to the reasonable satisfaction of the owner a road (herein-after called "the new road") with a clear width of fifteen feet between the fences commencing at the point marked A on the plan referred to in subsection (1) of this section passing thence in the course shown by dotted red lines on the last-mentioned plan and terminating by a junction with the private road of the owner numbered on the deposited plans 5 in the said parish:
- (3) The owner and his lessees and tenants shall have the exclusive use for vehicular traffic of the new road when constructed and the owner shall keep the same at all times in a proper state of repair for use as a public footpath and the new road shall be deemed to form part of the diversion of the said footpath authorised by this Act:

(4) The Company shall erect a good and sufficient five-barred post and railed fence along the south side of the new road and shall also construct to the reasonable satisfaction of the owner a gate and stile at each end of the new road and a fence and a gate across the said private road numbered 5 upon the deposited plans on the south side of the point of the junction therewith of the new road but the Company shall not be responsible for the maintenance or repair of the said new road fences gates or stiles :

(5) The said road numbered 5 between the junction therewith of the new road and the point where the existing footpath intersects the said road numbered 5 shall at all times after the completion and opening of the said diversion be open for use as a public footpath :

(6) The owner shall not be entitled to make any claim for compensation against the Company in respect of any of his lands being injuriously affected by reason or in consequence of the diversion by this Act authorised :

(7) If any difference shall arise between the Company and the owner under this section or as to anything to be done or not to be done thereunder the matter in difference shall unless otherwise agreed be determined by arbitration under and in accordance with the provisions of the Arbitration Act 1889.

22. The Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take by compulsion or agreement and may appropriate and use for any of the extraordinary purposes mentioned in section 45 of the Railways Clauses Consolidation Act 1845 and for getting ballast and materials and any other purposes of the Company's undertaking including the extension of their stations sidings warehouses engine-sheds workshops offices coal wharves depots and other accommodation for minerals goods and cattle traffic all or any of the lands houses and buildings following delineated on the deposited plans and described in the deposited books of reference and any outstanding estates or interests in any such lands houses or buildings (that is to say) :—

Power to
Company to
take addi-
tional lands.

In the county of Essex—

Lands houses and buildings in the parish and county borough of West Ham on the north-east side of and adjoining the Company's Cambridge main line ;

Lands in the parish and urban district of Witham on the south-west side of and adjoining the Company's Witham and Maldon branch near Witham Junction :

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In the county of Norfolk--

Lands in the parish of Coltishall in the rural district of Aylsham on the north side of and adjoining the Company's East Norfolk line opposite Coltishall Station :

In the county of Suffolk--

Lands in the parish of Saint Mary Stoke in the county borough of Ipswich lying on the north side of and adjoining the Company's Griffin wharf siding or tramway ;

A piece of land and buildings in the parish and borough of Beccles on the west side of and adjoining the Company's East Suffolk line immediately southward of Beccles Station ;

Lands and buildings in the parish of Lowestoft in the borough of Lowestoft on the south side of and adjoining the Company's Lowestoft branch ;

Lands in the parish of Oulton in the rural district of Mutford and Lothingland on either side of and adjoining the Company's Reedham and Lowestoft branch :

In the county of Hertford--

Lands in the parish of Aspenden in the rural district of Buntingford on the east side of and adjoining the Company's Buntingford branch :

In the Isle of Ely in the county of Cambridge--

Lands in the parish or chapelry of Manea in the rural district of North Witchford in the Isle of Ely on the north-east side of and adjoining the Company's Ely and Peterborough branch opposite the goods yards and sidings at Manea Station :

And the Company may on the completion of the purchase of such last-mentioned lands stop up and discontinue the existing level crossing over their said Ely and Peterborough branch from those said lands :

In the counties of Cambridge and Suffolk or one of them--

Lands in the parish of Newmarket All Saints in the urban district of Newmarket on the north-west side of and adjoining the Company's Cambridge and Newmarket line.

Extinguishing rights of way.

23. All public or private rights of way or other rights (if any) over or affecting any road or highway or any portion thereof authorised to be diverted or stopped up under the powers of this Act or over any railway of the Company at the point or points at which it is now crossed by any such road or highway or any portion thereof so proposed to be diverted or stopped up are by this Act extinguished as from the time of each such diversion or stopping up respectively.

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Act, 1898.

24. The Company shall make full compensation to all parties interested in respect of all private rights of way or other private rights (if any) which by this Act are extinguished or interfered with and such compensation shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

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Compensation to be made in respect of private rights extinguished.

25. The Company shall not stop up and discontinue for public traffic any road or highway or portion of road or highway which they are by this Act authorised or sanctioned to stop up and discontinue until the work (if any) by this Act authorised or required to be made in substitution therefor has been completed to the satisfaction of two justices and opened to the public.

Roads not to be stopped up until substitution completed.

26. The sites and soil of so much as under the powers of this Act the Company shall stop up and discontinue for public traffic of any road or highway are by this Act vested (as to so much thereof as is bounded on both sides by land of the Company) in the Company and (as to so much thereof as is bounded on both sides by land of any other person) in such other person and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively to the centre of the respective roads footpaths or ways in proportion to the respective frontages of their lands thereto The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall apply to the lands so vested in the Company as if such lands had been purchased by the Company but the mines had not been expressly purchased.

Vesting sites of roads &c. stopped up and extinguishing rights over same.

27. The purchase by the Company of the lands herein-after mentioned delineated on the deposited plans and described in the deposited books of reference is hereby confirmed (that is to say):—

Purchase of certain lands confirmed.

In the county of Essex—

Lands in the parish and urban district of Ilford being the property numbered 491 and part of the property numbered 490 on the $\frac{1}{2500}$ ordnance map (second edition 1897) of that parish;

Lands in the parish of Leyton in the urban district of Leyton adjoining the Company's Temple Mills marshalling sidings and in part abutting upon Maud Road;

Lands in the parish of Prittlewell and borough of Southend-on-Sea on the west side of and adjoining Prittlewell Station and sidings;

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Lands in the parish of Hornchurch in the rural district of Romford on the south-east side of and adjoining the Company's Colchester main line and being parts of the properties numbered 79 80 and 81 on the $\frac{1}{2500}$ Ordnance map (second edition 1896) of that parish ;

Lands in the parish of Wanstead in the urban district of Wanstead on the east side of and adjoining the Company's Loughton and Ongar branch and lying between Eagle Lane and George Lane Station ;

Lands and buildings in the parish and urban district of Walthamstow on the south side of and adjoining the Company's Walthamstow and Chingford branch and abutting towards the north on Wood Street Walthamstow :

In the county of Suffolk—

Lands and buildings in the parish of Lowestoft in the borough of Lowestoft on the south side of and adjoining the Company's Lowestoft Station yard and abutting towards the south on Commercial Road :

In the county of Norfolk—

Lands in the parish of Wymondham in the rural district of Forehoe being the property numbered 1,265 and the southernmost of the two properties numbered 1,263 on the $\frac{1}{2500}$ Ordnance map (1882) of that parish.

The expenditure of money by the Company in or in connexion with the purchase or acquisition of the said lands or any of them is hereby sanctioned and confirmed.

Purchase by agreement of lands for ballast.

28. And whereas the Company require more land for the purpose of obtaining ballast for the maintenance of their railway Therefore the Company may by agreement from time to time purchase land to be used while in possession of the Company for that purpose not exceeding thirty acres in addition to any quantity of lands which the Company are authorised to purchase under their existing Acts but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land purchased under the powers of this section.

Power to take easements &c. by agreement.

29. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and

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the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1898.

30. The Company in addition to any other lands which by this Act they are authorised to acquire may by agreement from time to time purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with their general undertaking not exceeding in quantity thirty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land purchased under the powers of this section. Lands for extraordinary purposes.

31. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

32.—(1) The Company shall not under the powers of this Act or under the powers of any former Act by this Act transferred to the Company purchase or acquire in any parish in the administrative county of London (in this section referred to as "London") twenty or more houses or in any other city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company— Restrictions on displacing persons of labouring class.

(A) Shall have obtained the approval in the case of London of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

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(B) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act

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1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond London by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as he or they may see fit.

(8) All buildings erected or provided by the Company in London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which he or they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed

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A.D. 1898. shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(12) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(13) Any houses on any of the lands shown on the plans deposited with reference to this Act or to any former Act the powers of which are by this Act transferred to the Company occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14) For the purposes of this section the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of

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thirty shillings a week and the families of any of such persons who may be residing with them. A.D. 1898.

33. The Company may with the authority of three-fourths of the votes of their stockholders present in person or by proxy at a general meeting specially convened for the purpose from time to time subscribe any sum or sums which they think fit towards the undertakings proposed to be authorised by the Elsenham Thaxted and Bardfield Light Railway and the Kelvedon Tiptree and Tollesbury Light Railway Orders now pending or either of them if such Orders be confirmed respectively and may for that purpose take and hold shares stock debentures and debenture stock in any company to be incorporated by the said Orders or either of them such subscription not to exceed in the case of either undertaking one-half of the nominal amount of the capital for the time being of the company incorporated or if no capital be authorised by the Order one-half of the cost of the works Provided always that the Company shall not sell dispose of or transfer any of the shares or stock which they may take under the powers of this section.

Power to subscribe towards undertakings of certain companies.

34. The agreement between the Great Northern Railway Company (in this section called "the Great Northern Company") of the first part the Great Northern and Great Eastern Joint Committee (in this section called "the Joint Committee") of the second part and the Company of the third part (a copy of which agreement is set forth in the First Schedule to this Act) is hereby confirmed and made binding upon the Great Northern Company and the Joint Committee and the Company respectively and subject to and in accordance with the terms and conditions of that agreement the Great Northern Company with the concurrence of the Joint Committee and the Joint Committee respectively shall sell and transfer to the Company the premises thereby agreed to be sold and transferred and the Company may hold and use as part of their undertaking the premises to be so sold and transferred to them.

Authorising transfer to Company of part of Great Northern and Great Eastern Joint Railway.

35. Section 55 of the *Great Eastern Railway (General Powers) Act 1893* shall be read and have effect as if the London and Blackwall Railway Company as owners and the Company as lessees of the London and Blackwall Railway on the one hand and the Midland Railway Company on the other hand had been therein expressly authorised to sell to each other or exchange any lands in the parish of All Saints Poplar in the county of London belonging to them respectively together with any rights and easements held or enjoyed with any such lands.

Interpretation of section 55 of *Great Eastern Railway (General Powers) Act 1893*.

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Power to make and maintain coal hoist at Whitechapel.

36. The Company may make and maintain a goods and coal hoist and works and conveniences connected therewith at Whitechapel in the parish of Saint Matthew Bethnal Green in the county of London between the coal offices and sidings of the Company and the sidings of the East London Railway Company and the expenditure of money already made by the Company with reference thereto is hereby confirmed and sanctioned.

Confirming agreements for sale to Company of undertakings of St. Ives Newmarket Colchester and Mellis Companies.

37.—(1) The agreements between the Saint Ives Company the Newmarket Company the Colchester Company and the Mellis Company respectively of the one part and the Company of the other part for amongst other things the sale and transfer to the Company of the respective undertakings of the Saint Ives Company the Newmarket Company the Colchester Company and the Mellis Company as set forth in the Second Third Fourth and Fifth Schedules respectively to this Act (herein-after referred to as "the Saint Ives agreement" "the Newmarket agreement" "the Colchester agreement" and "the Mellis agreement") are hereby confirmed and made binding upon the respective parties thereto and may and shall be carried into effect accordingly.

Companies to transfer their undertakings to Company.

(2) In accordance with and upon and subject to the terms and conditions specified in the Saint Ives agreement the Newmarket agreement the Colchester agreement or the Mellis agreement (as the case may be) the Saint Ives Company the Newmarket Company the Colchester Company or the Mellis Company as the case may be (herein-after referred to as "the selling company") may and shall make to the Company and the Company may and shall accept a sale and transfer of the undertaking of the selling company.

Agreements not to affect persons not parties thereto.

(3) No such sale or transfer made under the authority of this section shall in any manner alter increase or diminish any of the tolls rates or charges which the contracting companies are respectively authorised to demand and take from any other company or person but all other persons and companies shall notwithstanding any such agreement be entitled to the user and benefit of the undertaking so sold on the same terms and conditions and on payment of the same tolls fares and charges as if the agreement were not made.

Sale to entitle Company to premises sold.

(4) In accordance with the terms of the respective agreement the Company and their directors officers and servants respectively shall be entitled from the time thereby appointed for the sale or transfer to take effect (herein-after referred to as "the date of the transfer") to the management regulation maintenance using working and enjoyment of the premises comprised in the respective agreement and of the traffic thereon and to the regulating taking and enjoying

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of the tolls fares rates charges and other payments and advantages in respect thereof. A.D. 1898.

(5) All the rights powers and privileges of the selling company and their directors officers and servants (other than the powers of raising capital by shares stock debenture stock or borrowing as regards the Newmarket Company and the Colchester Company respectively or the powers of raising capital by shares or stock other than debenture stock of the Saint Ives Company and the Mellis Company respectively) which by virtue of any of the Acts relating to the selling company might be exercised and enjoyed by them respectively with respect to the premises agreed to be sold and which in accordance with the terms and conditions of the respective agreement or of this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively with respect to the premises agreed to be sold shall as from the date of the transfer be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as by the selling company and their directors officers and servants respectively.

Powers of selling company with respect to premises sold to be exercised by Company.

(6) In accordance with the terms and conditions of the respective agreement in that behalf entered into between the selling company and the Company all the premises thereby agreed to be sold to the Company and the rights powers privileges and authorities to be in accordance with this Act exercised and enjoyed by the Company with respect to the same shall as from the date of the transfer be by this Act and subject to the provisions of this Act transferred to and vested in the Company as part of their undertaking.

Transfer to Company of premises sold.

(7) As from the date of the transfer the Company but subject to the provisions of the respective scheduled agreement and of this Act shall be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever with respect to the premises agreed to be sold to which the selling company if the sale or transfer did not take effect would be subject or liable.

Company to perform duties of selling company as to property sold.

(8) As from the date of the transfer the Acts passed with respect to the selling company (but subject to the provisions of this Act with respect to the dissolution and the winding-up of the affairs of the selling company) and the provisions of any Act which confer any powers upon or otherwise relate to the selling company except provisions relating to general meetings or directors or the raising of shares or loan capital shall be read and have effect as if the same had been passed with respect to the Company instead of

Acts of selling company to apply to Company.

[Ch. lxvi.] *Great Eastern Railway (General Powers) [61 & 62 Vict.] Act, 1898.*

A.D. 1898. with respect to the selling company Provided always that the undertaking of the selling company shall for the purposes of tolls rates and charges be deemed to form part of the undertaking of the Company as if it had been part of the undertaking of the Company at the date of the passing of the Great Eastern Railway Company (Rates and Charges) Order Confirmation Act 1891.

Selling company to wind up their affairs.

(9) Forthwith after any such transfer the selling company shall proceed to wind up their affairs and in order thereto may sell and convey or otherwise dispose of all such parts (if any) of their property and effects as are not by or in accordance with this Act or the respective agreement vested in the Company and subject to the payment satisfaction or discharge of all the debts liabilities and engagements (if any) of the selling company not paid satisfied or discharged by the Company the selling company shall distribute and pay their net moneys to and among the several persons who at the time agreed on for the sale to take effect are the registered shareholders of the selling company in proportion to their respective shares of the capital of the selling company or their respective executors administrators successors or assigns.

Payments into court by selling company.

(10) Provided that where the selling company are for the period of twelve months after the period for the distribution of their net moneys unable after diligent inquiry to ascertain the person to whom any part thereof ought to be paid or who can give an effectual receipt for the same the selling company may pay the same into the High Court under any Act from time to time in force for the relief of trustees and every such payment into court shall conclusively discharge the selling company from all further liability with respect to the net moneys so paid and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto and any person afterwards showing to the satisfaction of the Court that he is entitled thereto may obtain payment thereof out of court accordingly.

Dissolution of selling company.

(11) When all the debts liabilities and engagements of the selling company are paid satisfied or discharged and their net moneys are distributed in accordance with this Act and their affairs are wound up the selling company shall be dissolved and wholly cease to exist.

Company to represent dissolved company.

(12) From and after the dissolution and except as is by this Act otherwise expressly provided the Company shall to all intents represent the selling company as if the Company and the selling company had originally been and had continued without intermission to be one and the same body corporate.

General saving of rights under

(13) Notwithstanding the dissolution by this Act of the selling company or the sale and transfer to the Company of the undertaking

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Act, 1898.

of the selling company and except only as is by this Act or in the respective agreement otherwise expressly provided everything before the dissolution or as the case may be the sale and transfer done suffered and confirmed respectively under or by virtue of any of the Acts relating to or affecting the selling company's undertaking and every right by any of those Acts respectively saved shall be as valid as if the dissolution or as the case may be the sale and transfer had not happened and the dissolution or as the case may be the sale and transfer and the operation of this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed and all rights so saved respectively and to all rights liabilities claims and demands both present and future which if the sale and transfer had not happened would be incident to and consequent on any and everything so done suffered and confirmed and all rights so saved respectively Provided that the generality of this provision shall not be restricted by any of the other sections and provisions of this Act.

A.D. 1898.
Acts relating
to selling
company.

38.—(1) As soon as conveniently may be after the passing of this Act the Company shall create and the directors of the Company shall issue for the purposes of the sale and transfer to the Company of the undertakings of the Saint Ives Company the Newmarket Company and the Colchester Company five hundred and seventeen thousand eight hundred and forty-four pounds nominal amount of new four per centum debenture stock of the Company and for the purposes of the sale and transfer to the Company of the undertaking of the Mellis Company ordinary stock of the Company to the nominal amount of fifteen thousand pounds (the stocks so to be created being herein-after referred to respectively as "the new debenture stock" and "the new ordinary stock").

New debenture and ordinary stock to be created for purposes of transfer of undertakings of other companies.

(2) The new debenture stock shall carry interest as from the first day of July one thousand eight hundred and ninety-eight.

(3) The new debenture stock shall be in addition to and shall form one class with the general four per centum debenture stock for the time being of the Company created and to be created by the Company under the powers of any Act or Acts by which they are or may be authorised to create and issue debenture stock in lieu of borrowing upon bond or mortgage.

(4) The new ordinary stock shall form part of the ordinary stock of the Company and shall be entitled to participate in dividends accordingly Provided that the new ordinary stock shall not be entitled to participate in any dividend declared or to be declared for

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A.D. 1898. — any half-year preceding the half-year ending on the thirty-first day of December one thousand eight hundred and ninety-eight.

Appropriation of £517,844 of new debenture stock.

39. Subject to the terms and conditions of the Saint Ives agreement or of the Newmarket agreement or of the Colchester agreement as the case may be the new debenture stock to the nominal amount of five hundred and seventeen thousand eight hundred and forty-four pounds as aforesaid shall be appropriated as follows (that is to say):—

As to one hundred and twenty-seven thousand seven hundred and six pounds part of the said nominal amount of the new debenture stock there shall be appropriated—

- (A) To or for the benefit of the registered proprietors of the debenture stock of the Saint Ives Company for every one hundred pounds of such debenture stock one hundred and twenty-five pounds nominal amount of the new debenture stock;
- (B) To or for the benefit of the registered proprietors of ordinary stock of the Saint Ives Company now entitled to interest at the rate of five per centum per annum for every one hundred pounds of such ordinary stock one hundred and twenty-five pounds nominal amount of the new debenture stock;
- (C) To or for the benefit of the registered proprietors of ordinary stock of the Saint Ives Company now entitled to interest at the rate of four per centum per annum for every one hundred pounds of the last-mentioned ordinary stock one hundred pounds nominal amount of the new debenture stock:

As to one hundred and fifty-four thousand one hundred and sixty-six pounds further part of the said nominal amount of the new debenture stock there shall be appropriated—

- (D) To or for the benefit of the registered holders of the debenture stock of the Newmarket Company for every one hundred pounds of such debenture stock eighty-seven pounds ten shillings nominal amount of the new debenture stock;
- (E) To or for the benefit of the registered proprietors of the ordinary shares of the Newmarket Company for every one hundred pounds nominal amount of such shares one hundred and twenty-five pounds nominal amount of the new debenture stock:

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As to two hundred and thirty-five thousand nine hundred and seventy-two pounds the residue of the said nominal amount of the new debenture stock there shall be appropriated— A.D. 1898.

- (f) To or for the benefit of the registered proprietors of the preference stock of the Colchester Company for every one hundred pounds of such preference stock one hundred and twenty-five pounds of the new debenture stock;
- (g) To or for the benefit of the registered proprietors of the consolidated ordinary stock of the Colchester Company the balance of the said sum of two hundred and thirty-five thousand nine hundred and seventy-two pounds nominal amount of the new debenture stock rateably in proportion to their respective holdings of that stock:

And so in like proportion for any greater or lesser sum than one hundred pounds of the respective stock or shares and the stock so allotted shall be in exchange for and in full satisfaction of the rights of the holders of debenture preference or ordinary stocks or shares as the case may be of the Saint Ives Company or the Newmarket Company or the Colchester Company respectively in respect of their respective stocks or shares of those companies respectively including all arrears of interest or dividends. Provided that in every case in which any person would under this section be entitled to any fraction of the new debenture stock of less than ten pounds nominal amount the Company may pay to such person in lieu of such fraction of stock such a sum in cash as calculated at the then market price of the new debenture stock will represent the amount of such fraction of new debenture stock.

40. Subject to the terms and conditions of the Mellis agreement the new ordinary stock shall be appropriated to the registered proprietors of the ordinary shares of the Mellis Company rateably in proportion to their holding of such shares. Appropriation of new ordinary stock.

41. Subject to the provisions of the Saint Ives agreement the Newmarket agreement the Colchester agreement and the Mellis agreement respectively the following provisions shall apply and have effect with respect to the distribution of the new debenture stock and the new ordinary stock:— Provisions as to distribution of new stocks.

- (A) Within two calendar months after the first day of July one thousand eight hundred and ninety-eight the directors of the Saint Ives Company the Newmarket Company the Colchester Company and the Mellis Company respectively shall send to the Company lists giving the names and addresses of the persons registered in their books as the holders of the debenture preference and ordinary stocks or shares of their respective companies:

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A.D. 1898.

(B) As soon as conveniently may be after the delivery to them of the said lists the Company shall register in the names of the holders respectively of the debenture stock preference stock and ordinary stock and shares of the respective company the amounts of the new debenture stock or as the case may be of the new ordinary stock to which they will be respectively entitled under the preceding sections of this Act and shall deliver to such holders respectively certificates for the new debenture stock or as the case may be of the new ordinary stock placed in their respective names together with the amount of cash (if any) payable to them respectively in lieu of fractions of the new debenture stock. Provided that the Company shall not be bound to place any new debenture stock or new ordinary stock in the name of any such holder or deliver to him any certificate until he shall have delivered up to the Company to be cancelled his certificate of proprietorship of the stock or shares for which the new debenture stock or new ordinary stock is to be exchanged or shall have proved to the satisfaction of the Company the loss or destruction thereof :

(c) Every portion of the new debenture stock or as the case may be of the new ordinary stock which in accordance with this Act is appropriated to proprietors of stock or shares of the Saint Ives Company the Newmarket Company the Colchester Company or the Mellis Company as the case may be and all moneys which may be paid in cash to any of such proprietors under the provisions of this Act shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and encumbrances as immediately before the time of vesting affected the stock or shares for which the same is exchanged and every deed or other instrument and every testamentary or other disposition shall take effect with reference to the whole or as the case may be a proportionate part of the stock or moneys given in exchange and the Company shall not be concerned to see to the application of such stock or cash or of the proceeds of sale of such stock or be answerable for the misapplication or non-application thereof respectively.

Company to pay interest on debentures of St. Ives Company and to pay principal moneys at maturity.

42. In accordance with the terms of the Saint Ives agreement the Company shall be liable to the payment of all interest which shall accrue due on the terminable debentures of the Saint Ives Company after the first day of July one thousand eight hundred and ninety-eight and they shall pay off from time to time the principal moneys due upon any such terminable debentures which may become payable after the said first day of July one thousand eight hundred

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and ninety-eight as and when those principal moneys respectively become payable and the powers of the Company for borrowing and re-borrowing on mortgage and as to the issue of debenture stock may from time to time be exercised so as to include the borrowing and re-borrowing as part of the general debenture debt of the Company of the principal moneys secured by all or any such terminable debentures of the Saint Ives Company and which has been or may be paid off by the Company.

A.D. 1898.

43. The Company shall in respect of the seven thousand pounds nominal amount of ordinary stock of the Colchester Company registered in their name or in the name of Lord Claud John Hamilton as trustee on their behalf be entitled to a proportionate part rateably with the other holders of like ordinary stock in the new debenture stock by this Act appropriated to or for the benefit of the holders of ordinary stock in that company and the Company may if they think fit sell and dispose of the new debenture stock to which they so become entitled on such terms and conditions as they think fit but the proceeds of any such sale shall be applicable only to purposes of the Company to which capital is properly applicable.

As to
Company's
proportion of
consideration
for transfer
of Colchester
Company's
undertaking.

44. Any officer servant workman or apprentice employed on or in connexion with the lines of railway belonging to the Company in conjunction with any other company or companies or employed in any business or undertaking of which the Company jointly with any other company are owners or lessees shall (with the consent of such other company or companies) for the purpose of being admitted a member of the Great Eastern Railway Mutual Guarantee Superannuation Pension or Pension Supplemental Funds established under the provisions of the Great Eastern Railway Acts 1878 1881 1890 and 1893 or under any Act relating to the Company which may be passed during the present session of Parliament or any of those funds be deemed to be an officer or servant of the Company according to the true intent and meaning of the provisions of the Act relating to the said funds or any or either of them and those provisions and any scheme for the establishment of the said funds and the rules and regulations for the administration of such funds shall be read and construed accordingly Provided always that the foregoing enactment shall have effect only so far and upon such terms and conditions as are from time to time agreed upon by and between the Company and any such other company or companies as aforesaid and the committee of management of the respective fund.

Admission
of officers
servants &c.
of other
companies to
benefit of
Great East-
ern Mutual
Guarantee
and other
funds.

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A.D. 1898.
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As to dis-
continuance
of Accident
Allowance
Fund.

45. The directors of the Company may at any time by resolution determine that the Accident Allowance Fund established under the powers in that behalf contained in the Great Eastern Railway (General Powers) Act 1878 shall be discontinued and the scheme for the administration of the same shall be abolished as from a date to be specified in such resolution (which date is herein-after called "the date of discontinuance") and thereupon the following provisions shall apply and have effect:—

- (A) As from the date of discontinuance no further premiums subscriptions or contributions shall be payable to the said fund either by the insurers or by the Company and no further insurances shall be undertaken by the directors of the Company or by the managing committee of the fund :
- (B) All insurances against accident or injury shall terminate and the insurers' right to participate in the benefits of the fund shall cease at the date of discontinuance in respect of accidents or injury happening thereafter But nothing herein contained shall affect the right of the persons insured prior to the date aforesaid or their representatives to payment of all such allowances as such person or their representatives would have been entitled to thereafter under the said scheme in respect of any accident or injury which may have occurred prior to the date of discontinuance if the said fund had not been discontinued :
- (C) The said fund and all moneys standing to the credit thereof shall be applied first in payment of all such allowances as would be properly payable in respect of any accident or injury which may have occurred prior to the date of discontinuance if the said fund had not been discontinued and secondly in re-imbursing the Company any sums which at any time have been paid by the Company in excess of the subscriptions from time to time payable by the Company under Rule 4 or any other rule of the said scheme and the surplus (if any) of the said fund shall be divided as follows (that is to say) One-third part thereof shall belong absolutely to the Company and the other two-third parts thereof shall be divided among the persons who are insured at the date of discontinuance rateably according to the amount of their subscriptions to the fund during the year prior to the date of discontinuance Provided nevertheless that no person who at the date of discontinuance is receiving or is entitled to receive an allowance from the fund by reason of an accident occurring prior to the date of

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discontinuance shall be entitled to participate in the said surplus. A.D. 1898.

46. Section 47 of the Lancashire Derbyshire and East Coast Railway Act 1892 and section 24 of the Great Eastern Railway (General Powers) Act 1896 shall respectively be read and have effect as if the Company had under the provisions of each of those sections been authorised to raise preference stock to the nominal amount of two hundred and fifty thousand pounds and as if the total amount of money by each of those sections authorised to be raised had not been limited to the sum of two hundred and fifty thousand pounds.

Interpretation of certain sections in Lancashire Derbyshire and East Coast Railway Act 1892 and Great Eastern Railway (General Powers) Act 1896.

47. The Company may raise and apply for or towards any of the purposes of this Act or of any of their existing Acts to which capital is properly applicable any money which they are already authorised to raise and which may not be required by them for the special purposes (if any) for which that money was authorised to be raised. Provided always that when by any existing Act relating to the Company the amount which the Company may raise and apply for any specified purpose is limited nothing in this section shall authorise the Company to raise or apply for such purpose any sum beyond the amount so limited. Provided further that the Company shall not under the powers of this section raise or apply for the purposes of any subscription by them towards the undertaking of any other company or persons any money which the Company are already authorised to raise by borrowing or by debenture stock.

Power to apply existing funds.

48. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

Saving rights of the Crown in the fore-shore.

49. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty.

Saving rights of Crown under Crown Lands Act.

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Act, 1898.

A.D. 1898.

Provision as
to general
Railway
Acts.

50. Nothing in this Act contained shall exempt the Company or any other railway company or their undertaking 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 or alteration under the authority of Parliament of the maximum rates of fares tolls or charges or the rates for small parcels authorised by any Act relating to the Company or to such other railway company.

Expenses of
Act.

51. The costs charges and expenses preliminary to and of and incidental to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

A.D. 1898.

THE FIRST SCHEDULE.

THIS AGREEMENT made the 30th day of March 1898 between the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the first part the GREAT NORTHERN AND GREAT EASTERN JOINT COMMITTEE incorporated by the Great Northern and Great Eastern Railway Companies Act 1879 (herein-after called "the Joint Committee") of the second part and the GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the third part.

WHEREAS under or by virtue of the Great Northern and Great Eastern Railway Companies Act 1879 (herein-after called "the Act of 1879") and of an indenture dated the 1st day of August 1882 made between the Great Northern Company of the first part the Great Eastern Company of the second part and the Great Northern Company and the Great Eastern Company of the third part the premises which are particularly described in the First Schedule hereto (together with other hereditaments) became and are now vested in the Great Northern Company and the Great Eastern Company (herein-after sometimes called "the Two Companies") in fee simple as part of the joint undertaking referred to in the said Act of 1879:

And whereas by virtue of the Act of 1879 the management and direction of the joint undertaking and the powers of the Two Companies jointly in relation to that undertaking are vested in the Joint Committee:

And whereas it is desired by the parties hereto that the premises described in the First Schedule hereto should cease to form part of the joint undertaking and should be transferred to the Great Eastern Company upon and subject to the terms and provisions herein-after mentioned and that such arrangements as are herein-after contained should be made with respect to certain matters concerning the traffic of the Joint Committee:

Now these presents witness that it is hereby mutually agreed and declared by and between the parties hereto as follows (that is to say):—

(A) AS TO THE VESTING IN THE GREAT EASTERN COMPANY OF PART OF
THE JOINT UNDERTAKING

1. Subject as herein-after provided the Great Northern Company with the concurrence of the Joint Committee hereby agree to sell convey and transfer

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A.D. 1898. — unto the Great Eastern Company all that the undivided moiety or other the share estate and interest of the Great Northern Company of and in the premises described in the First Schedule hereto and the fee simple thereof in possession together with all the rights interests powers privileges liabilities duties and obligations of the Great Northern Company in to over and concerning the same premises and subject as herein-after provided the Joint Committee hereby agree to transfer to the Great Eastern Company all the rights interests powers privileges liabilities duties and obligations of the Joint Committee in to over and concerning the same premises to the intent that the said premises may be vested in and imposed upon the Great Eastern Company as their sole and absolute property subject to the provisions herein-after contained.

2. The consideration to be paid to the Great Northern Company by the Great Eastern Company for the said sale conveyance and transfer shall be one moiety of the value of the said premises described in the First Schedule hereto such value to be ascertained in manner provided in the next succeeding clause hereof.

3.—(A) An account shall be taken of the amount at which the said premises as the same existed at the time when the joint undertaking was constituted were valued for the purpose of the transfer thereof by the Great Northern Company to the Joint Committee.

(B) To the aforesaid amount there shall be added all capital sums expended by the Joint Committee from the date of the opening of the line of the Joint Committee herein-after referred to as "the joint line" up to and including the 30th day of September 1897 for land and works by way of addition to or improvement of the said premises.

(C) From the aggregate amount so ascertained there shall be deducted any sums which since the opening of the joint line have been paid by either of the Two Companies to the Joint Committee for the purchase of any land or works forming part of the said premises and the net amount after making such deduction as aforesaid shall be deemed the value of the hereditaments described in the First Schedule hereto. If any difference shall arise between the parties in determining the value of the said premises in manner aforesaid such difference shall be referred to arbitration.

4. The said sale shall be completed within three calendar months after an Act for confirming this agreement shall have been obtained as herein-after provided and on such completion the Great Eastern Company shall pay to the Great Northern Company the purchase money which shall have been ascertained and fixed in manner aforesaid together with interest thereon at the rate of 4 per cent. per annum as from and inclusive of the 1st day of October 1897 and the Great Northern Company and Joint Committee shall respectively make and execute to the Great Eastern Company a proper conveyance of the said premises. Provided nevertheless that if the Great Eastern Company shall within two calendar months from the passing of the said Act signify their desire in this behalf the consideration for the said sale shall be a yearly rent-charge of such an amount as shall be equal to interest at 4 per cent. per annum on the said purchase money and such rentcharge shall be charged upon and issue out of the whole of the undertaking of the Great Eastern Company

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and shall form part of the working expenses of the Great Eastern Company and be payable half-yearly and the said conveyance shall be made in consideration of such rentcharge instead of the said purchase money and shall contain a power of distress and all usual powers and provisions both statutory and otherwise for enforcing and recovering payment of the said rentcharge but power shall in the said conveyance be given and reserved to the Great Eastern Company to redeem the said rentcharge at any time after six months' notice in that behalf and upon payment to the Great Northern Company of a capital sum equal in amount to the purchase money aforesaid together with a proportionate part of the current rentcharge from the last half-yearly day of payment up to the day of payment of the said capital sum.

5.—(1) The Great Northern Company and the Joint Committee respectively shall have the same rights interests powers and privileges in respect of the sidings and premises known as Whitemoor Yard and be subject to the same liabilities obligations terms and conditions in reference thereto as they respectively now have and are subject to under the Act of 1879 and the said agreement of the 11th day of August 1879 with respect to the stations specified in clause 3 of the said agreement of the 11th day of August 1879.

(2) The Great Northern Company and the Joint Committee respectively shall have the same rights interests powers and privileges in respect of and over so much of the main line of railway as lies between Grassmoor and Whitemoor Junctions (being the portion of joint main line hereby agreed to be transferred to the Great Eastern Company) and be subject to the same liabilities and obligations terms and conditions in reference thereto as they now have and are subject to respectively under the Act of 1879 and under the said agreement of the 11th day of August 1879 with respect to the portions of the Great Eastern Railway which are specified in section 28 of the last-mentioned Act.

6. The following arrangements shall operate and take effect as from and inclusive of the 1st day of October 1897 (that is to say):—

- (A) The Great Eastern Company shall in the division of traffic receipts be credited with a mileage proportion up to and from Grassmoor Junction instead of to and from Whitemoor Junction;
- (B) All expenses of working and maintaining (including the repairs and renewal of permanent way) the Whitemoor Yard the main line between Whitemoor and Grassmoor Junctions and the signal box and junction at Whitemoor shall be wholly borne by the Great Eastern Company;
- (C) The expenses of maintaining and working the signal box and junction at Grassmoor shall be borne by the Great Eastern Company and the Joint Committee in such proportions as may be agreed or failing agreement as shall be determined by arbitration;
- (D) The staff employed prior to the 1st October 1897 by the Joint Committee in working the Whitemoor Yard and other the premises hereby agreed to be transferred shall be taken over by the Great Eastern Company;
- (E) The cottages situate at Whitemoor which are shown and coloured purple on the plan hereto annexed and which are now the property of the Joint Committee shall either be retained by the Joint Committee or be transferred

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to the Great Eastern Company as may hereafter be agreed between the parties hereto ;

(F) The arrangements existing immediately prior to the 1st day of October 1897 with respect to shunting and marshalling the traffic of the Great Northern Company and the Joint Committee at Whitemoor shall continue unless and until altered by agreement between the parties hereto ;

(G) The Great Eastern Company shall be allowed the following sums in respect of shunting and marshalling services on all coal traffic passing Whitemoor Junction viz. :—

(1) On all coal traffic passing on to the joint line viâ Doncaster and on which the Great Northern Company are credited with an allowance for shunting and marshalling services at that place 1.918*d.* per ton ;

(2) On all coal traffic passing on to the joint line viâ Lincoln 1½*d.* per ton :

The said allowances are (after first ascertaining and setting apart the proportions due to foreign companies of the receipts in respect of such traffic and the allowance to the Great Northern Company for similar services and accommodation at Doncaster under clause 11 of the said agreement of the 11th August 1879) to be deducted before making any division of the receipts in respect of such traffic between the parties hereto respectively.

(B) AS TO TRANSFER SERVICES ON GOODS TRAFFIC AT WHITEMOOR
AND OTHER JUNCTION STATIONS.

7. The Joint Committee shall as from the 1st day of October 1897 pay to the Great Eastern Company and the Great Northern Company respectively the amount specified in the Second Schedule hereto to be so payable for siding accommodation provided and services rendered by those companies respectively to the Joint Committee in the transfer of such goods traffic and at such junction stations as are particularly specified in the said Second Schedule such payments to be treated as expenses of the Joint Committee.

8. At Pyewipe the siding accommodation and services necessary for the transfer of traffic have heretofore been and are in future to be provided and performed by the Joint Committee.

9. No siding accommodation for the transfer of traffic or transfer services have heretofore been nor are the same in future to be provided or rendered by either of the Two Companies to or for the Joint Committee in respect of the following traffic namely :—

(A) Traffic from and to the Great Eastern Railway to and from the Midland Railway passing through Huntingdon ;

(B) Traffic from and to the Midland Railway to and from Godmanchester ;

(C) Traffic from and to the Great Northern Railway south of Lincoln to and from the Great Northern Railway east of Lincoln ;

(D) Traffic from and to the Great Central Railway to and from Lincoln Station ;

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(E) Traffic from and to the Great Central Railway west of Sykes Junction to and from the Great Central Railway east of Lincoln; A.D. 1898.

(F) Traffic from and to the Great Central Railway west of Sykes Junction to and from the Great Northern Railway through Lincoln.

10. The Great Eastern Company having paid to the Great Northern Company the sum of eleven thousand seven hundred pounds such payment shall be deemed to be a final settlement of all accounts between the parties hereto in respect of the matters mentioned in the next clause of this agreement and the Great Northern Company the Joint Committee and the Great Eastern Company shall respectively make the releases mentioned in the said following clause.

11. The Great Northern Company shall release all claims which they may now have against the Joint Committee or against the Great Eastern Company for siding accommodation and services provided and rendered by them from the date of the opening of the joint line up to and including the 30th day of September 1897 in respect of the transfer of goods traffic at their junction stations mentioned in clause 3 of the said agreement of the 11th day of August 1879 and the Great Northern Company and the Joint Committee respectively shall release the Great Eastern Company from all claims which they respectively have in respect of the use of the Whitemoor Yard for the traffic of the Great Eastern Company during the like period and the Great Eastern Company shall release all claims which they now have against the Joint Committee or against the Great Northern Company for engine shunting in the Whitemoor Yard and for siding accommodation and services provided and rendered by them in respect of the transfer of goods traffic at their junction stations mentioned in clause 3 of the said agreement of the 11th August 1879 during the like period.

12. All matters herein-before specified as matters to be referred to arbitration shall be settled and determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

13. This agreement is made subject to the approval of Parliament (which the Great Eastern Company shall endeavour to obtain) and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be competent for any of the parties hereto to withdraw from the same and in the event of such withdrawal or in the event of such approval as aforesaid not being obtained in the next session of Parliament then this agreement and all and every the clauses and provisions herein-before contained (excepting only the provisions contained in clauses 10 and 11 hereof) shall become null and void.

14. The Great Eastern Company shall in the present session of Parliament apply for and use their best endeavours to obtain the necessary powers for carrying this agreement into effect.

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

[Ch. lxvi.] *Great Eastern Railway (General Powers) [61 & 62 Vict.] Act, 1898.*

A.D. 1898.

The FIRST SCHEDULE herein-before referred to.

PREMISES COMPRISED IN THE SALE TO THE GREAT EASTERN COMPANY.

All those pieces of land situate in the parish of March in the Isle of Ely and county of Cambridge which are shown and coloured green in the plan hereto annexed which premises comprise (A) so much of the main line of railway of the Great Northern and Great Eastern Joint Committee as lies between Whitemoor Junction and Grassmoor Junction and (B) the sidings yards and premises known as the Whitemoor Yard together with all buildings erections and fixtures in or upon the said pieces of land and all signals works and conveniences belonging to the said premises or held or enjoyed therewith And all the interest (if any) of the Great Northern Company and the Joint Committee respectively in all mines and minerals in or under the said pieces of land.

The SECOND SCHEDULE herein-before referred to.

(A) PAYMENTS TO BE MADE TO THE GREAT EASTERN COMPANY AS UNDER.

Junction Station.	Goods Traffic in respect of the Transfer of which Payment is to be made for Siding Accommodation provided and Transfer Services rendered.	Sum to be paid for Siding Accommodation provided and Transfer Services rendered.
Whitemoor -	On all down traffic - - - - -	3d. per ton.
Saint Ives -	On all traffic to and from the Midland Railway Company and on all traffic received from the Great Eastern system of railway - - - }	3d per ton.
Saint Ives -	On all traffic from the Great Northern Company viâ Huntingdon to Great Northern and Great Eastern Joint Line stations passing through Saint Ives - - - - }	1½d. per ton.

(B) PAYMENTS TO BE MADE TO THE GREAT NORTHERN COMPANY AS UNDER.

Doncaster -	On all up traffic passing over the Great Northern and Great Eastern Joint Railway }	3d. per ton.
Doncaster -	On all down traffic passing over the Great Northern and Great Eastern Joint Railway for transfer to the systems of foreign companies - - - - }	3d. per ton.

[61 & 62 VICT.] *Great Eastern Railway (General Powers)* [Ch. lxvi.]
Act, 1898.

A.D. 1898.

Junction Station.	Goods Traffic in respect of the Transfer of which Payment is to be made for Siding Accommodation provided and Transfer Services rendered.	Sum to be paid for Siding Accommodation provided and Transfer Services rendered.
Lincoln -	On all traffic from foreign lines or from the Great Northern Company transferred at the Great Northern Company's station at Lincoln and passing over the joint line in either direction - - - - - And on all traffic coming off the joint line from either direction transferred to foreign companies at the Great Northern Company's station at Lincoln - - - - -	3d. per ton.
Sleaford and Spalding	On all traffic coming on to the Great Northern and Great Eastern Joint Line at either of these stations and passing over the joint line in either direction - - - - - And on all traffic if any passing over the joint line and transferred at Sleaford or Spalding to or from a foreign company - - - - -	3d. per ton.
Huntingdon -	On all traffic received from the Great Northern Company and passing over the joint line - - - - -	3d. per ton.

The expression "foreign companies" or a "foreign company" wherever the same is used in this Schedule is not intended to include the Great Northern Company or the Great Eastern Company or the Joint Committee.

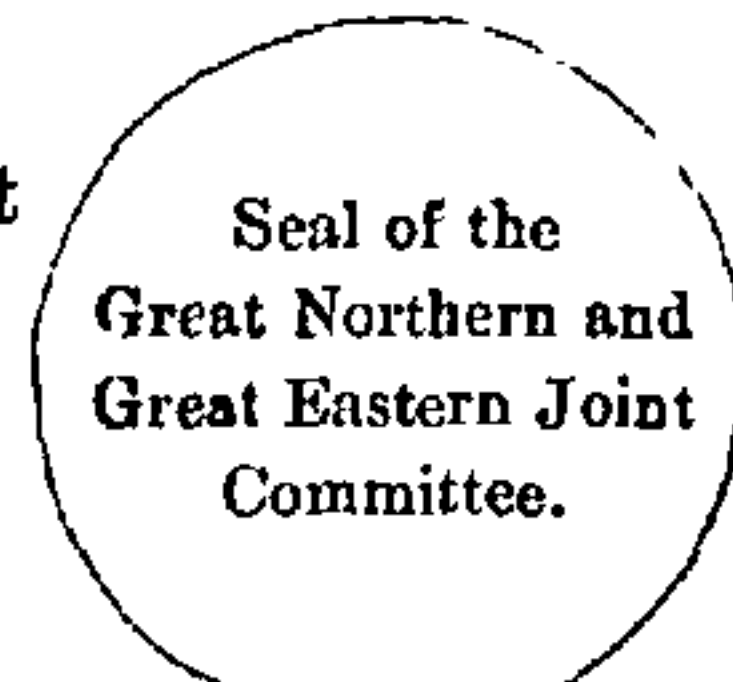
The common seal of the Great Northern Railway Company was hereunto affixed in the presence of

R. CAPEL
Director.



The seal of the Great Northern and Great Eastern Joint Committee was affixed hereto in the presence of

REG. CAPEL
Director.



The common seal of the Great Eastern Railway Company was hereunto affixed in the presence of

W. H. PEPPERCORNE
Secretary.



[Ch. lxvi.] *Great Eastern Railway (General Powers) [61 & 62 Vict.] Act, 1898.*

A.D. 1898.

THE SECOND SCHEDULE.

THIS AGREEMENT made the 19th day of July 1897 between the ELY AND ST. IVES RAILWAY COMPANY (herein-after called "the Ely and St. Ives Company") of the one part and the GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the other part.

WHEREAS under the powers of the Ely Haddenham and Sutton Railway Act 1864 and the Ely Haddenham and Sutton Railway Extension Act 1876 the Ely and St. Ives Company (under their former name of the Ely Haddenham and Sutton Railway Company) constructed the railways which are in the said Acts particularly described and which now constitute a continuous line of railway commencing by a junction with the Great Eastern Railway in the Isle of Ely near the Ely Station and terminating in the parish of Holywell-cum-Needingworth in the county of Huntingdon by a junction with the St. Ives and March Railway of the Great Eastern Company :

And whereas by an indenture of lease dated the 1st day of July 1885 between the Ely and St. Ives Company of the one part and the Great Eastern Company of the other part and made under the powers conferred by the Great Eastern Railway Act 1879 the undertaking of the Ely and St. Ives Company was demised to the Great Eastern Company for the term of 999 years from the 10th day of May 1878 at the rents and under and subject to the covenants and conditions therein reserved and contained :

And whereas the Ely and St. Ives Company have under the powers of the Ely Haddenham and Sutton Railway Act 1864 and the Ely Haddenham and Sutton Railway Extension Act 1876 and the Ely and St. Ives Railway (Additional Capital) Certificate 1882 raised the following capital viz. :—

Description.	Nominal Amount.
	£
Terminable debentures - - - - -	20,000
Debenture stock bearing interest at 5 per cent. per annum -	12,000
Ordinary stock bearing interest at 5 per cent. per annum -	60,000
Ordinary stock bearing interest at 4 per cent. per annum -	37,706

And whereas the Great Eastern Company have under the option conferred upon them in that behalf by the said indenture of lease of the 1st day of July 1885 paid off the sum of £12,000 part of the said sum of £20,000 terminable debentures leaving £8,000 now existing bearing interest at the rate of 3 per cent. per annum :

And whereas the Ely and St. Ives Company have agreed to sell and the Great Eastern Company have agreed to purchase the undertaking of the Ely and St. Ives Company upon the terms and subject to the provisions herein-after contained :

[61 & 62 VICT.] *Great Eastern Railway (General Powers)* [Ch. lxvi.]
Act, 1893.

Now these presents witness that it is hereby mutually agreed and declared by and between the parties hereto as follows :— A.D. 1898.

1. Subject as herein-after provided the Ely and St. Ives Company agree to sell and the Great Eastern Company agree to purchase as from the 1st day of July 1898 all and singular the railways stations buildings erections structures works conveniences hereditaments and premises comprised in and demised by the said indenture of lease of the 1st day of July 1885 and all lands (including superfluous lands not already sold) easements and property real and personal and rights powers and privileges of the Ely and St. Ives Company and all the estate right title and interest of the Ely and St. Ives Company in to or in respect of the said several premises (all of which premises are herein-after included and referred to in the expression "the said undertaking").

2. The consideration for the said sale shall be—

(A) The payment by the Great Eastern Company of the aforesaid terminable debentures of the Ely and St. Ives Company as and when the same shall respectively fall due after the first day of July 1898 and the payment by the Great Eastern Company of all interest which shall accrue on the said debentures as from and after the said 1st day of July 1898 up to the time when the said debentures are paid off:

(B) The creation by the Great Eastern Company of £127,706 debenture stock (such stock to form one class with the existing 4 per cent. debenture stock of the Great Eastern Company) bearing interest at the rate of 4 per cent. per annum as from the 1st day of July 1898 (herein-after referred to as "Great Eastern debenture stock") to be issued by them to the persons and in manner herein-after mentioned (that is to say) Subject to the satisfaction by the Ely and St. Ives Company of any liabilities and obligations which under these presents ought to be discharged by them the Great Eastern Company shall with all reasonable despatch after completion of the said sale issue to the registered holders of the 5 per cent. debenture stock and the 5 per cent. ordinary stock of the Ely and St. Ives Company such an amount of Great Eastern debenture stock as will bear an amount of interest equal to the interest which such registered holders respectively receive on the said 5 per cent. debenture stock and 5 per cent. ordinary stock of the Ely and St. Ives Company that is to say the Great Eastern Company shall issue Great Eastern debenture stock at the rate of £125 in exchange for every £100 of the Ely and St. Ives Company's 5 per cent. debenture stock and 5 per cent. ordinary stock and shall issue the balance of the said £127,706 Great Eastern debenture stock to the registered holders of the 4 per cent. ordinary stock of the Ely and St. Ives Company pro rata according to their respective holdings that is to say the Great Eastern Company shall issue Great Eastern debenture stock at the rate of £100 in exchange for every £100 of the Ely and St. Ives Company's 4 per cent. ordinary stock Provided nevertheless that with respect both to the debenture stock and ordinary stocks of the Ely and St. Ives Company the Great Eastern Company may if they think fit pay the realisable value in cash in lieu of any fractional sum

[Ch. lxvi.] *Great Eastern Railway (General Powers)* [61 & 62 VICT.]
Act, 1898.

A.D. 1898.

of stock less than £10 and shall not be bound to register any Great Eastern debenture stock in the name of any stockholder or stockholders of the Ely and St. Ives Company or deliver to him her or them any certificate until there shall have been delivered up to the Great Eastern Company to be cancelled the certificate or certificates of proprietorship of the stock for which the Great Eastern debenture stock is to be exchanged or until he she or they shall have proved to the satisfaction of the Great Eastern Company the loss or destruction thereof.

3. The Ely and St. Ives Company shall bear pay and discharge all obligations and payments which ought to be borne and paid by them under the said indenture of lease dated the 1st day of July 1885 up to the said 1st day of July 1898 and shall up to the same date be entitled to receive the rents becoming due to them under that indenture.

4. Notwithstanding anything in these presents contained the Ely and St. Ives Company shall be entitled to have and retain to their own use all balances of cash in hand.

5. The Ely and St. Ives Company shall at least three calendar months prior to the said 1st day of July 1898 deliver to the Great Eastern Company an abstract of their title to the said lands such abstract to commence with the several conveyances to the Ely and St. Ives Company and shall deduce a good holding title to the same for a freehold estate of inheritance in fee simple free from incumbrances subject to the provisions herein-after contained and they shall produce to the Great Eastern Company the said conveyances and all other deeds and documents in their possession relating to such lands and in the case of there being any missing or incomplete conveyances or assurances of any lands part of the said undertaking the Ely and St. Ives Company will (if required so to do by the Great Eastern Company) furnish (by statutory declaration or in such other way as may be satisfactory to the Great Eastern Company) such evidence as the Ely and St. Ives Company can supply as to the payment of purchase moneys and other moneys which became due in respect of the taking of the lands whereof the conveyances or assurances are missing or incomplete together with evidence that the Ely and St. Ives Company have for 20 years and upwards been in possession of the said lands without any interruption or claim and without making any acknowledgment or paying any rent in respect of the same and the Great Eastern Company shall as from the said 1st day of July 1898 perform all the duties and obligations to which the Ely and St. Ives Company then are or would at any time thereafter become subject or liable to under the provisions of the Acts relating to their undertaking with respect to any lands taken or used by them for the purposes thereof or any adjoining lands or any works connected with the said undertaking.

6. The purchase shall be completed within three calendar months after the Act for confirming these presents shall have received the Royal Assent and on completion of the said purchase the Ely and St. Ives Company and all other necessary parties (if any) shall execute a proper conveyance for vesting the said undertaking in the Great Eastern Company freed and discharged from all mortgages and incumbrances whatsoever except as is herein otherwise

[61 & 62 VICT.] *Great Eastern Railway (General Powers) [Ch. lxvi.]*
Act, 1898.

pecially provided and so that the respective undertakings of the Ely and St. Ives Company and the Great Eastern Company shall not as between the companies parties hereto be or continue to be subject or liable to any claims or demands of any creditors of the Ely and St. Ives Company And on the completion of the said purchase the Ely and St. Ives Company shall deliver to the Great Eastern Company all plans papers books and documents whatsoever in their possession relating to their undertaking and the common seal of the Ely and St. Ives Company. A.D. 1898.

7. After the completion of the said purchase the Ely and St. Ives Company shall subsist only for the purpose of winding up their affairs and the Bill intended to be promoted as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Ely and St. Ives Company.

8. On the completion of the said purchase the Great Eastern Company shall pay to the Ely and St. Ives Company the sum of £1,750 which sum is to be in full compensation to the directors and officers of the Ely and St. Ives Company for loss of office and to be in full satisfaction of all costs charges and expenses of the Ely and St. Ives Company of and incident to the perusal and execution of these presents and the negotiation of the said sale and the deducing and verifying of the title to the said lands and the perusal and execution of the conveyance of the said undertaking and the completion of the said sale and the winding up and dissolution of the Ely and St. Ives Company.

9. The provisions contained in section 49 of the Railways Clauses Act 1863 shall not apply to the amalgamation hereby agreed to be effected.

10. On the completion of the said purchase the Great Eastern Company shall release the Ely and St. Ives Company from all obligations in respect of the sum of £5,129 which by the said indenture of lease of the 1st day of July 1885 the Ely and St. Ives Company covenanted to pay to the Great Eastern Company upon the expiration or sooner determination of the term thereby granted.

11. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same by notice in writing under the hand of the secretary for the time being of either of the said companies parties hereto and thereupon this agreement shall become void.

12. The Great Eastern Company will at their own expense in the session of Parliament to be holden in the year 1898 (either in a Bill for general powers relating to their own undertaking or in a Bill specially for this purpose) apply for and use their best endeavours to obtain the confirmation of this agreement by Parliament and the necessary powers for carrying it into effect and the Ely and St. Ives Company will if required by the Great Eastern Company and at the expense of the Great Eastern Company support the said Bill and use their best endeavours to secure the passing thereof.

[Ch. lxvi.] *Great Eastern Railway (General Powers) [61 & 62 VICT.] Act, 1898.*

A.D. 1898.

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

The common seal of the Ely and St. Ives Railway Company was affixed hereto in the presence of

JAMES B. BOND
Secretary.



The common seal of the Great Eastern Railway Company was hereunto affixed in the presence of

W. H. PEPPERCORNE
Secretary.



THE THIRD SCHEDULE.

THIS AGREEMENT made the 22nd day of January 1897 between the ELY AND NEWMARKET RAILWAY COMPANY (herein-after called "the Ely Company") of the one part and the GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the other part.

WHEREAS by the Ely and Newmarket Railway Act 1875 (herein-after called "the said Act of 1875") the Ely Company were incorporated and were authorised to make the railways therein mentioned and to raise a share capital of £100,000 in 10,000 shares of £10 each and to borrow on mortgage £33,333 :

And whereas the railways authorised by the said Act of 1875 were constructed by the Ely Company and were opened for traffic in the year 1879 and have since that time been worked by the Great Eastern Company :

And whereas the share and loan capital of the Ely Company now consists of—

	Nominal Amount.
Debenture stock bearing interest at the rate of 3½ per cent. per annum	£33,333
10,000 shares of £10 each	£100,000

And whereas by an indenture dated the 10th day of April 1888 made between the Ely Company of the one part and the Great Eastern Company of the other part the undertaking of the Ely Company was demised to the Great Eastern Company for the term of 999 years from the 1st day of January 1888 at the following rents namely first a yearly rent of £5,000 secondly a further yearly rent equal to the amount of the yearly interest from time to time payable in respect of the debentures and debenture stock (if any) of the Ely Company :

[61 & 62 VICT.] *Great Eastern Railway (General Powers)* [Ch. lxvi.]
Act, 1898.

And whereas the Ely Company have agreed to sell and the Great Eastern Company have agreed to purchase the undertaking of the Ely Company as herein-after defined upon the terms and subject to the provisions hereinafter contained :

A.D. 1898
—

Now these presents witness that it is hereby mutually agreed and declared by and between the parties hereto as follows :—

1. Subject as herein-after provided the Ely Company agree to sell and the Great Eastern Company agree to purchase as from the 1st day of July 1898 all and singular the railways stations buildings works conveniences lands (including superfluous lands not already sold) easements and property real and personal and rights powers and privileges of the Ely Company (all of which are herein-after included in the expression "the undertaking of the Ely Company").

2. The consideration for the said sale shall be the creation by the Great Eastern Company of £154,166 debenture stock (such stock to form one class with the existing 4 per cent. debenture stock of the Great Eastern Company) bearing interest at the rate of 4 per cent. per annum as from the 1st day of July 1898 (herein-after referred to as "Great Eastern debenture stock") to be issued and delivered by them to the persons and in manner herein-after mentioned (that is to say) :—

(A) With all reasonable despatch after the completion of the said sale the Great Eastern Company shall issue and deliver to the registered holders of the Ely Company's debenture stock such an amount of Great Eastern debenture stock as will bear an amount of interest equal to the interest which the said registered holders receive on the Ely Company's debenture stock that is to say the Great Eastern Company shall deliver £87 10s. of Great Eastern debenture stock in exchange for every £100 of the Ely Company's debenture stock :

(B) Subject to the satisfaction by the Ely Company of any liabilities and obligations which under these presents ought to be discharged by them the Great Eastern Company shall with all reasonable despatch after the completion of the said sale issue and deliver the balance of the said £154,166 Great Eastern debenture stock to the registered holders of the ordinary shares of the Ely Company pro rata according to their respective holdings that is to say the Great Eastern Company shall deliver £125 of Great Eastern debenture stock in exchange for every £100 of the Ely Company's ordinary shares Provided nevertheless that with respect both to the debenture stock and shares of the Ely Company the Great Eastern Company may if they think fit pay cash in lieu of any fractional sum of stock less than £10 and shall not be bound to register any Great Eastern debenture stock in the name of any stockholder or shareholder of the Ely Company or deliver to him any certificate until he shall have delivered up to the Great Eastern Company to be cancelled his certificate of proprietorship of the stock or shares for which the Great Eastern debenture stock is to be exchanged or shall have proved to the satisfaction of the Great Eastern Company the loss or destruction thereof.

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Act, 1898.

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3. The Ely Company shall bear and discharge all obligations and payments which ought to be borne and paid by them under the said indenture of lease dated the 10th day of April 1888 up to the 1st day of July 1898 and shall up to the same date be entitled to receive the rents becoming due to them under that indenture.

4. The Ely Company shall at least three calendar months prior to the said 1st day of July 1898 deliver to the Great Eastern Company an abstract of their title to the said lands such abstract to commence with the several conveyances to the Ely Company and shall by such abstract show a good title to the lands comprised in the said undertaking for an estate of inheritance in fee simple free from incumbrances and they shall produce to the Great Eastern Company the said conveyances and all other deeds and documents in their possession relating to such lands.

5. The purchase shall be completed within three calendar months after the Act for confirming these presents shall have received the Royal Assent and on completion of the said purchase the Ely Company and all other necessary parties (if any) shall execute a proper conveyance for vesting the said undertaking in the Great Eastern Company freed and discharged from all mortgages and incumbrances whatsoever and the respective undertakings of the Ely Company and the Great Eastern Company shall not as between the companies parties hereto be or continue to be subject or liable to any claims or demands of any creditors of the Ely Company or of any proprietors of debenture stock or shares of the Ely Company. On the completion of the said purchase the Ely Company shall deliver to the Great Eastern Company all plans papers books and documents whatsoever relating to their undertaking and the common seal of the Ely Company.

6. After the completion of the said purchase the Ely Company shall subsist only for the purpose of winding up their affairs and the Bill intended to be promoted as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Ely Company.

7. On the completion of the said purchase the Great Eastern Company shall pay to the Ely Company the sum of £1,575 which sum is to be in full satisfaction of all costs charges and expenses of the Ely Company of and incident to the perusal and execution of these presents and the negotiation of the said sale and the deducing of the title to the said lands and the perusal and execution of the conveyance of the said undertaking and the completion of the said sale and the winding up and dissolution of the Ely Company and to be in full compensation to the directors and secretary of the Ely Company for loss of office.

8. The provisions contained in section 49 of the Railways Clauses Act 1863 shall not apply to the amalgamation hereby agreed to be effected.

9. On the completion of the said purchase the Great Eastern Company shall release the Ely Company from all obligations in respect of the sum of £35,000 owing to them by the Ely Company and which by the said indenture of lease of the 10th day of April 1888 the Ely Company undertook to repay to the Great Eastern Company upon the expiration or sooner determination of the term thereby granted.

[61 & 62 VICT.] *Great Eastern Railway (General Powers)* [Ch. lxvi.]
Act, 1898.

10. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same by notice in writing under the hand of the secretary for the time being of either of the said companies parties hereto and thereupon this agreement shall become void. A.D. 1898.

11. The Great Eastern Company will at their own expense in the session of Parliament to be holden in the year 1898 (either in a Bill for general powers relating to their own undertaking or in a Bill specially for this purpose) apply for and use their best endeavours to obtain the confirmation of this agreement by Parliament and the necessary powers for carrying it into effect and the Ely Company will if required by the Great Eastern Company and at the expense of the Great Eastern Company support the said Bill and use their best endeavours to secure the passing thereof.

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

The common seal of the Ely and Newmarket Railway
Company was hereunto affixed in the presence of
THOS. C. FRYER
Secretary.



The common seal of the Great Eastern Railway Company
was hereunto affixed in the presence of
THOS. C. FRYER
Secretary's Department
Great Eastern Railway Company.



THE FOURTH SCHEDULE.

THIS AGREEMENT made the 7th day of July 1897 between the COLCHESTER STOUR VALLEY SUDBURY AND HALSTEAD RAILWAY COMPANY (herein-after called "the Stour Valley Company") of the one part and the GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the other part.

WHEREAS under the powers of the Colchester Stour Valley Sudbury and Halstead Railway Act 1846 (herein-after called "the said Act of 1846") the

[Ch. lxvi.] *Great Eastern Railway (General Powers) [61 & 62 VICT.] Act, 1898.*

A.D. 1898. Stour Valley Company constructed a line of railway from the Eastern Counties Railway in the parish of Marks Tey in the county of Essex to the town of Sudbury in the county of Suffolk and a branch line of railway from the Eastern Union Railway in the parish of St. Michael Mile End in the borough of Colchester to The Hythe in the said borough :

And whereas by an indenture of lease dated the 1st day of July 1852 between the Stour Valley Company of the one part and the Eastern Union Railway Company of the other part and made under or by virtue of the powers of the Colchester Stour Valley Sudbury and Halstead Railway Lease Act 1847 and of an Act passed in the tenth year of the reign of Her present Majesty intituled "An Act to amalgamate the Eastern Union and Ipswich and Bury St. Edmunds Railway Companies" and of the Eastern Union Railway Arrangements Act 1852 the railways undertaking and premises of the Stour Valley Company therein particularly mentioned were demised to the Eastern Union Railway Company their successors and assigns for the term of 999 years from the 1st day of July 1852 at the yearly rent of £9,500 and under and subject to the covenants and provisions therein contained :

And whereas by virtue of the provisions of the Great Eastern Railway Act 1862 the lease granted to the Eastern Union Railway Company by the said indenture of the 1st day of July 1852 and all the rights and obligations of the Eastern Union Railway Company thereunder became and are now vested in the Great Eastern Company :

And whereas the capital raised by the Stour Valley Company under the powers of the said Act of 1846 and of the Colchester Stour Valley Sudbury and Halstead Railway Amendment Act 1855 now consists of the following particulars :—

Description.	Amount.
Loans	£ Nil
Preference stock (entitled to a preferential dividend of 5 per cent. per annum)	30,230
Consolidated ordinary stock	228,675

And whereas under the powers conferred by the Great Eastern Railway (General Powers) Act 1878 the Great Eastern Company now hold either in their own name or in the name of Lord Claud John Hamilton as trustee on their behalf the sum of £7,000 ordinary stock of the Stour Valley Company :

And whereas the Stour Valley Company have as they do hereby declare acquired the freehold in fee simple free from incumbrances of the lands which were required and have been used for the purposes of their railways and works subject only to such easements and reservations of minerals and otherwise (if any) as are comprised in or reserved by the conveyances of such lands and have

[61 & 62 VICT.] *Great Eastern Railway (General Powers)* [Ch. lxvi.]
Act, 1898.

completed all their land purchases and discharged all debts and liabilities which were incurred by them with respect to their undertaking : A.D. 1898.

And whereas the Stour Valley Company have agreed to sell and the Great Eastern Company have agreed to purchase the undertaking of the Colchester Company upon the terms and subject to the provisions herein-after contained :

Now these presents witness that it is hereby mutually agreed and declared by and between the parties hereto as follows :—

1. Subject as herein-after provided the Stour Valley Company agree to sell and the Great Eastern Company agree to purchase as from the 1st day of July 1898 all and singular the railways stations buildings erections structures works conveniences hereditaments and premises comprised in and demised by the said indenture of lease of the 1st day of July 1852 and all lands (including superfluous lands if any not already sold) easements and property real and personal (but not including any balances of cash in hand or any moneys or debts due from any person or corporation up to and including the 30th day of June 1898 and which when received would properly be carried to revenue account and not to capital account which balances moneys and debts shall not be deemed part of the undertaking hereby agreed to be sold) and rights powers and privileges of the Stour Valley Company and all the estate right title and interest of the Stour Valley Company in to or in respect of the said several premises (all of which premises are herein-after included in the expression "the said undertaking").

2. The consideration for the said sale shall be the creation by the Great Eastern Company of £235,972 debenture stock bearing interest at the rate of 4 per cent. per annum as from the 1st day of July 1898 (herein-after referred to as "Great Eastern debenture stock") to be issued by them to the persons and in manner herein-after mentioned (that is to say) :—

Subject to the satisfaction by the Stour Valley Company of any liabilities and obligations which under these presents ought to be discharged by them the Great Eastern Company shall with all reasonable despatch after the completion of the said sale issue to the registered holders of the Stour Valley Company's preference stock such an amount of Great Eastern debenture stock as will bear an amount of interest equal to the interest which such registered holders receive on the preference stock held by them and shall issue the balance of the said £235,972 Great Eastern debenture stock to the registered holders of the consolidated ordinary stock of the Stour Valley Company pro rata according to their respective holdings Provided nevertheless that with respect both to the preference stock and ordinary stock of the Stour Valley Company the Great Eastern Company may if they think fit pay cash in lieu of any fractional sum of stock less than £10 at the current market price of Great Eastern debenture stock at the date of such payment and shall not be bound to register any Great Eastern debenture stock in the name of any stockholder of the Stour Valley Company or deliver to him any certificate until he shall have delivered up to the Great Eastern Company to be cancelled his certificate of proprietorship of the stock for which the Great Eastern debenture stock is to be exchanged or shall have proved to the satisfaction of the Great Eastern Company the loss or destruction thereof.

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A.D. 1898.

3. The Great Eastern Company shall in respect of the £7,000 ordinary stock held by or for them as aforesaid be entitled to participate rateably with the other holders of ordinary stock of the Stour Valley Company in the Great Eastern debenture stock to be issued as aforesaid.

4. The Stour Valley Company shall bear and discharge all obligations and payments which ought to be borne and paid by them under the said indenture of lease dated the 1st day of July 1852 up to the said 1st day of July 1898 and shall up to the same date be entitled to receive the rent becoming due to them under that indenture which shall up to such date continue in full force and effect in all respects.

5. The Stour Valley Company shall at least three calendar months prior to the said 1st day of July 1898 furnish to the Great Eastern Company an abstract of all the conveyances and other assurances (about 90 in number) to the Stour Valley Company of lands used for the purposes of the undertaking in the possession of the Stour Valley Company. In such abstract it shall not be necessary to set out the parcels in any such deeds whether described by recital or in the operative parts thereof further or otherwise than by reference to the plans on such deeds respectively and no further evidence of identity of any of the lands shall be required other than can be gathered by a comparison of the abstract with the deeds abstracted. In case it should happen that there are any lands of which the conveyances or assurances cannot after diligent search be found the Stour Valley Company shall only be required to furnish evidence reasonably satisfactory to the Great Eastern Company that as to the lands of which any conveyance or other assurance cannot be found as aforesaid they the Stour Valley Company have been in possession without any adverse claim for twelve years and upwards.

6. The purchase shall be completed within three calendar months after the Act for confirming these presents shall have received the Royal Assent and on completion of the said purchase the Stour Valley Company and all other necessary parties (if any) shall execute a proper conveyance for vesting the said undertaking in the Great Eastern Company freed and discharged from all mortgages and incumbrances whatsoever and the respective undertakings of the Stour Valley Company and the Great Eastern Company shall not as between the companies parties hereto be or continue to be subject or liable to any claims or demands of any creditors of the Stour Valley Company or of any proprietors of stock of the Stour Valley Company and on the completion of the said purchase the Stour Valley Company shall deliver to the Great Eastern Company all plans papers books and documents whatsoever relating to their undertaking and the common seal of the Stour Valley Company.

7. After the completion of the said purchase the Stour Valley Company shall subsist only for the purpose of winding up their affairs and the Bill intended to be promoted as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Stour Valley Company.

8. On completion of the said purchase the Great Eastern Company shall pay to the Stour Valley Company the sum of £1,200 which sum is to be in full satisfaction of all costs charges and expenses of the Stour Valley Company of and incident to the perusal and execution of these presents and the negotiation

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of the said sale and the deduction and verification of title as aforesaid and the perusal and execution of the conveyance of the said undertaking and the completion of the said sale and the winding up and dissolution of the Stour Valley Company and to be in full compensation to the directors and officers of the Stour Valley Company for loss of office.

9. The provisions contained in section 49 of the Railways Clauses Act 1863 shall not apply to the amalgamation hereby agreed to be effected.

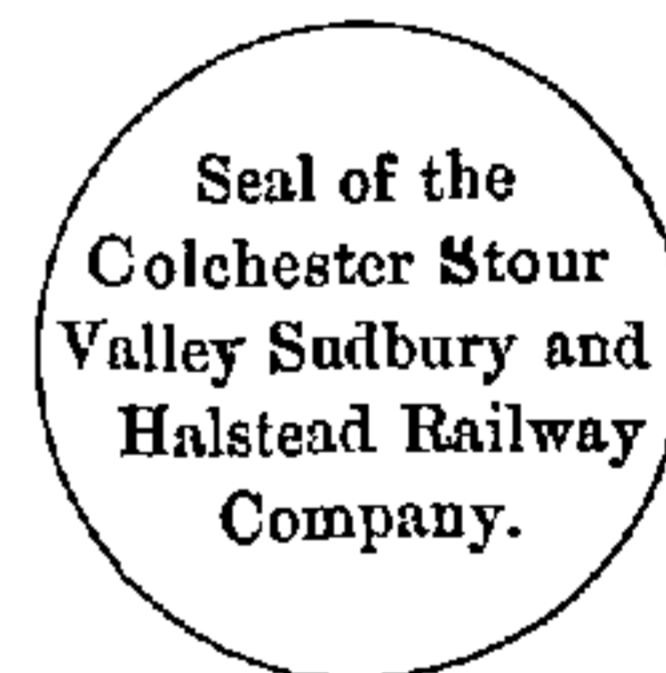
10. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and thereupon this agreement shall become void. Provided always that in the event of the said Bill being thrown out or of the Great Eastern Company withdrawing from the agreement under the provisions of this clause the Great Eastern Company shall pay the costs charges and expenses of and incidental to and consequent upon the negotiations for and the preparation of these presents and incurred by the Stour Valley Company thereunder up to the date of the said Bill being thrown out or such withdrawal such costs charges and expenses to be based on the system of charges in force prior to the General Order made in pursuance of the Solicitors' Remuneration Act 1881 as altered by Schedule II. to that Order.

11. The Great Eastern Company will at their own expense in the session of Parliament to be holden in the year 1898 (either in a Bill for General Powers relating to their own undertaking or in a Bill specially for this purpose) apply for and use their best endeavours to obtain the confirmation of this agreement by Parliament and the necessary powers for carrying it into effect and the Stour Valley Company will if required by the Great Eastern Company support the said Bill and use their best endeavours to secure the passing thereof.

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

The seal of the Colchester Stour Valley Sudbury and Halstead Railway Company was affixed to this agreement on the day and year above written in the presence of

FRANK C. CAPEL }
JOHN NORBURY } Directors.
WALTER H. SHORT
Secretary.



The common seal of the Great Eastern Railway Company was hereunto affixed in the presence of
W. H. PEPPERCORNE
Secretary.



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THE FIFTH SCHEDULE.

THIS AGREEMENT made the eighth day of December one thousand eight hundred and ninety-seven between THE MELLIS AND EYE RAILWAY COMPANY (herein-after called "the Mellis and Eye Company") of the one part and THE GREAT EASTERN RAILWAY COMPANY (herein-after called "the Great Eastern Company") of the other part.

WHEREAS under the powers of the Mellis and Eye Railway Act 1865 the Mellis and Eye Company constructed a railway situate in the county of Suffolk commencing in the parish of Mellis by a junction with the Great Eastern Railway near the goods warehouse of the Mellis Station of that railway and terminating in the parish of Eye at or near Magdalen Street in that parish (which railway is herein-after called "the Mellis and Eye Railway") and under the powers of the said Act the Mellis and Eye Company raised the following share and loan capital:—

Description of Capital.	Nominal Amount.
Loans	£ 5,000
1,500 ordinary shares of £10 each	15,000

And whereas the said loans have been paid off and the capital now consists only of the said one thousand five hundred ordinary shares which have been fully paid as the Mellis and Eye Company do hereby declare :

And whereas under or by virtue of articles of agreement made the thirty-first day of December one thousand eight hundred and eighty-seven between the Mellis and Eye Company of the one part and the Great Eastern Company of the other part (herein-after referred to as "the working agreement") the Mellis and Eye Railway has been for some years past and is now worked and maintained by the Great Eastern Company :

And whereas the Mellis and Eye Company have as they do hereby declare acquired (save as herein-after appears) the freehold in fee simple free from incumbrances (except land tax and rectorial and vicarial rentcharge in lieu of tithe) of the lands which were required and have been used for the purposes of their railway and works and completed all their land purchases and discharged all debts and liabilities which were incurred by them with respect to their undertaking :

And whereas the Mellis and Eye Company have agreed to sell and the Great Eastern Company have agreed to purchase the undertaking of the Mellis and

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Eye Company as herein-after defined upon the terms and subject to the provisions herein-after contained: A.D. 1898.

Now it is hereby mutually agreed and declared by and between the parties hereto as follows:—

1. Subject as herein-after provided the Mellis and Eye Company agree to sell and the Great Eastern Company agree to purchase as from the first day of July one thousand eight hundred and ninety-eight all and singular the railways stations buildings works conveniences lands (including superfluous lands not already sold) easements and property real and personal and rights powers and privileges of the Mellis and Eye Company excepting only moneys due or which shall accrue due to the Mellis and Eye Company on revenue account prior to the first day of July one thousand eight hundred and ninety-eight (all which premises hereby agreed to be sold are herein-after included in the expression "the undertaking of the Mellis and Eye Company").

2. The consideration for the said sale shall be the creation by the Great Eastern Company of fifteen thousand pounds ordinary stock (such stock to form part of the ordinary stock for the time being of the Great Eastern Company and to be entitled to participate in any dividend which may be declared on the ordinary stock for the half-year ending thirty-first December one thousand eight hundred and ninety-eight but not in any dividend which may be declared for any previous half-year) to be issued by the Great Eastern Company to the persons and in manner herein-after mentioned (that is to say) Subject to the satisfaction by the Mellis and Eye Company of any liabilities and obligations which under these presents ought to be discharged by them the Great Eastern Company shall with all reasonable despatch after the completion of the said sale distribute the said fifteen thousand pounds Great Eastern ordinary stock between the registered holders of the ordinary shares of the Mellis and Eye Company pro rata according to their respective holdings Provided nevertheless that the Great Eastern Company may if they think fit pay cash in lieu of any fractional sum of stock less than ten pounds and shall not be bound to register any Great Eastern ordinary stock in the name of any shareholder of the Mellis and Eye Company or deliver to him any certificate until he shall have delivered up to the Great Eastern Company to be cancelled his certificate of proprietorship of the shares for which the Great Eastern ordinary stock is to be exchanged or shall have proved to the satisfaction of the Great Eastern Company the loss or destruction thereof.

3. The working agreement of the thirty-first December one thousand eight hundred and eighty-seven shall continue in operation and be binding on the parties hereto up to the thirtieth June one thousand eight hundred and ninety-eight and as from that date the same shall cease to have any further operation.

4. The Mellis and Eye Company shall within six calendar months from the date hereof deliver to the Great Eastern Company an abstract of their title to the said lands (such abstract to commence with the several conveyances to the Mellis and Eye Company) which shall be deemed a good root of title thereto And they shall produce to the Great Eastern Company the said conveyances and all other deeds plans and documents in their possession relating to the

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A.D. 1898. *undertaking* Provided nevertheless and it is hereby agreed and declared that with respect to a piece of land containing one acre and twenty-seven perches or thereabouts situate in the parish of Yaxley in the said county of Suffolk and belonging to the Yaxley Church Trustees and upon which piece of land the Mellis and Eye Railway has been constructed the Mellis and Eye Company shall with all convenient speed after the date hereof use their best endeavours to procure a proper conveyance to themselves from the Yaxley Church Trustees of the said piece of land and if such conveyance shall be obtained shall pay to the said trustees the sum of one hundred and twenty-five pounds being the purchase money agreed to be accepted by the said trustees for the same and the Great Eastern Company will on production to them of the said conveyance duly completed and stamped repay to the Mellis and Eye Company the said sum of one hundred and twenty-five pounds. Provided also that the Mellis and Eye Company shall not be required to show any title to a small piece of land containing eleven perches situate at Eye near the railway station which they hold as tenants of Thomas Henry Tacon under an agreement dated the twenty-fourth July one thousand eight hundred and ninety but the Great Eastern Company shall be entitled to the benefit of that agreement.

5. The purchase shall be completed within three calendar months after the Act for confirming these presents shall have received the Royal Assent and on completion of the said purchase the Mellis and Eye Company and all other necessary parties (if any) shall execute a proper conveyance for vesting the said undertaking in the Great Eastern Company free and discharged from all mortgages and incumbrances whatsoever and so that the respective undertakings of the Mellis and Eye Company and the Great Eastern Company shall not as between the companies parties hereto be or continue to be subject or liable to any claims or demands of any creditors of the Mellis and Eye Company. And on the completion of the said purchase the Mellis and Eye Company shall deliver to the Great Eastern Company all deeds plans papers books and documents whatsoever relating to their undertaking and the common seal of the Mellis and Eye Company.

6. After the completion of the said purchase the Mellis and Eye Company shall subsist only for the purpose of winding up their affairs and the Bill intended to be promoted as herein-after provided shall contain all proper provisions for the winding up and dissolution of the Mellis and Eye Company.

7. On the completion of the said purchase the Great Eastern Company shall pay to the Mellis and Eye Company the following sums namely :—

- (A) The sum of one hundred and sixty-five pounds being the cost incurred by the Mellis and Eye Company in interlocking work on their line of railway ;
- (B) The sum of two hundred pounds as compensation to the directors secretary and auditors of the Mellis and Eye Company for loss of office ;
and
- (C) The sum of two hundred pounds which sum is to be in full satisfaction of all costs charges and expenses of the Mellis and Eye Company as against the Great Eastern Company of and incident to the perusal and execution of these presents and the negotiation of the said sale and the deducing and verifying of the title to the said lands (including all costs and expenses

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which may be incurred by the Mellis and Eye Company of and incident to the said purchase and conveyance from the Yaxley Church Trustees and the completion of the same and all costs and expenses which they may be liable to pay to the said trustees) and the perusal and execution of the conveyance of the said undertaking to the Great Eastern Company and the completion of the said sale and the winding up and dissolution of the Mellis and Eye Company.

8. The provisions contained in section 49 of the Railways Clauses Act 1863 shall not apply to the amalgamation hereby agreed to be effected.

9. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and thereupon this agreement shall become void.

10. The Great Eastern Company will at their own expense in the ensuing session of Parliament (either in a Bill for General Powers relating to their own undertaking or in a Bill specially for this purpose) apply for and use their best endeavours to obtain the confirmation of this agreement by Parliament and the necessary powers for carrying it into effect and the Mellis and Eye Company will at the expense of the Great Eastern Company if required by the Great Eastern Company support the said Bill and use their best endeavours to secure the passing thereof.

In witness whereof the Mellis and Eye Company and the Great Eastern Company have caused their common seals to be hereunto affixed the day and year first above written.

The common seal of the Mellis and Eye Railway
Company was hereunto affixed in the presence of
DONALD C. WARNES
Secretary.



The common seal of the Great Eastern Railway Company
was hereunto affixed in the presence of
W. H. PEPPERCORNE
Secretary.



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