CHAPTER clxxv.

An Act to authorise a sale of the Bury and Thetford Railway to the Great Eastern Railway Company, and agreements between that Company and certain neighbouring Companies; and for other purposes. [22d July 1878.]

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WHEREAS the Bury Saint Edmund's and Thetford Railway Company (in this Act called "the Bury Company") were incorporated by the Bury Saint Edmund's and Thetford Railway Act, 1865, (in this Act called "the Act of 1865,") and under the powers of the Act of 1865 and of the Bury Saint Edmund's and Thetford Railway Act, 1870, have constructed and are the owners of a railway, in the counties of Suffolk and Norfolk, extending from the Great Eastern Railway at Bury Saint Edmund's, in the county of Suffolk, to the Great Eastern Railway at Thetford, in the county of Norfolk, and under the thirtieth section of the Act of 1865 are entitled to running powers over parts of the Great Eastern Railway and the use of the Great Eastern Railway Stations at Bury Saint Edmund's and Thetford respectively, and by the thirty-first and thirty-third sections of the Act of 1865 the Bury Company and Great Eastern Railway Company are empowered to enter into working agreements:

28 & 29 Vict. c. cccxlviii.

33 & 34 Vict. c. cxlvi.

And whereas the authorised share capital of the Bury Company is one hundred thousand pounds, and their authorised borrowing power is thirty-three thousand three hundred pounds:

And whereas an agreement, dated the twenty-seventh day of February one thousand eight hundred and seventy-eight, has been entered into between the Bury Company of the one part, and the Great Eastern Railway Company of the other part, for the sale to the Great Eastern Railway Company, and the purchase by that Company, of the undertaking of the Bury Company, which agreement is set forth in the Schedule to this Act, and is in this Act referred to as "the scheduled agreement," and it is expedient that the Bury Company should be authorised to sell to the Great

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Eastern Railway Company, and that the Great Eastern Railway Company should be authorised to purchase, the undertaking of the Bury Company upon the terms mentioned in the said agreement:

And whereas the objects aforesaid 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:

Short title.

1. This Act may be cited as the Great Eastern and Bury Saint Edmund's and Thetford Railway Companies Act, 1878.

Incorporation of general Acts.

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

26 & 27 Vict. c. 92. Parts III. and V. of the Railways Clauses Act, 1863, relating respectively to working agreements and to amalgamation:

26 & 27 Vict. c. 118. Part III. of the Companies Clauses Act, 1863, (as amended by subsequent Acts,) relating to debenture stock.

Interpretation of terms.

3. In this Act and (for the purposes of this Act) in enactments incorporated with this Act the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used were a common simple contract debt, and not a debt or demand created by statute; and the term "superior courts" shall include any court of competent jurisdiction; and the term "dissolved Company" shall mean the Bury Company.

Bury Company to sell their undertaking to Great Eastern Railway Company.

4. The scheduled agreement is hereby confirmed, and the Bury Company shall, by deed of conveyance duly stamped, and wherein the consideration shall be fully and truly set forth, sell and convey to the Great Eastern Railway Company the undertaking, works, lands, and buildings of the Bury Company upon the terms and conditions set forth in the said agreement.

Consideration for purchase.

5. The consideration for the purchase shall be one hundred and eight thousand three hundred pounds, payable as follows; (that is to say,) seventy-five thousand pounds in ordinary stock of the Great Eastern Railway Company, and thirty-three thousand three hundred pounds in debenture stock of the Great Eastern Railway Company entitled to interest at the rate of four pounds per centum per annum, ranking equally, as regards payment of interest, with the present four per cent. debenture stock of the Great Eastern Railway Company, and that Company shall, for the purposes of

this Act, create stock in their undertaking of the said respective descriptions and amounts accordingly. A.D. 1878.

Trustees may accept debenture stock.

6. All persons holding mortgages or debentures of the Bury Company upon any trust may accept debenture stock of the Great Eastern Railway Company created and issued under the provisions of this Act in lieu thereof.

Receipt in case of persons not sui juris.

7. If any money is payable to a shareholder, mortgagee, or creditor of the Bury Company being an infant or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to that Company or their directors.

When parties entitled to money cannot be found, amount due to them may be paid into court.

8. Where the Bury Company are for twelve months after the period for the distribution of their assets unable, after diligent inquiry, to ascertain the person to whom any shares, debenture stock, or money forming part of such assets ought to be paid, or who can give an effectual receipt for the same, the Bury Company may transfer or pay the same into the Chancery Division of the High Court of Justice under any Act for the time being in force for the relief of trustees, and every such transfer and payment into court shall conclusively discharge the Bury Company from all further liability with respect to the shares, debenture stock, or money so transferred and paid, and for the purposes of this Act shall be deemed a transfer or 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 the transfer or payment thereof out of court accordingly.

When debts discharged, &c. Bury Company to cease to exist.

9. When all the debts, liabilities, and engagements of the Bury Company are paid or discharged, and their assets are distributed in accordance with this Act, they shall be by this Act dissolved, and shall wholly cease to exist.

Tolls on traffic conveyed partly on Bury Railway and partly on the railways of the Great Eastern Railway Company.

10. The tolls and charges which the Great Eastern Railway Company may demand and take for traffic conveyed upon the Bury Railway shall not exceed the tolls and charges authorised to be taken upon that railway under the Acts relating thereto, but for a fraction of a mile beyond four miles, or beyond any greater number of miles, the Great Eastern Railway Company may demand tolls on animals and merchandise for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile, and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile, and in estimating the amount of tolls and charges in respect of

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traffic conveyed partly over the Bury Railway and partly over any railway of the Great Eastern Railway Company for a less distance than four miles, tolls and charges may only be charged as for four miles, and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges may be charged as for one mile only, and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges may be charged as for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the Bury Railway and partly on any railway of the Great Eastern Railway Company.

As to agreement of 30th April 1875.

11. And whereas by a certain instrument headed "Articles of Agreement," dated the thirtieth day of April one thousand eight hundred and seventy-five, and made or purporting to be made between the Thetford and Watton Railway Company, in this Act called the Watton Company, of the first part, the Watton and Swaffham Railway Company, in this Act called the Swaffham Company, of the second part, and the Bury Company of the third part, and relating to the working by the Watton Company of the railways of those three Companies and the traffic thereon, (which instrument is in this Act referred to as the agreement of 1875,) it was, amongst other things (article four), provided that the Bury Company would from time to time make and provide all such additional works and conveniences as the Watton Company might from time to time reasonably require for the purposes of the traffic on the Bury Railway, and as are usually and properly provided out of capital by railway companies intending to work their own railways, but that the Bury Company should not be bound to expend any money or incur any liability beyond the limits from time to time of their parliamentary authority in that behalf, or for any traffic other than traffic which would necessarily be conveyed by the Bury Company on their railway if they worked it themselves: Be it enacted that, if before the completion of the sale to the Great Eastern Railway Company of the Bury Railway, the Bury Company shall have become legally bound under the provisions of the agreement of 1875 to make any outlay upon capital account beyond the amount expended by them prior to the first day of January one thousand eight hundred and seventy-seven, and shall accordingly make such outlay, or any part thereof, the Great Eastern Railway Company shall repay to the Bury Company the amount of the outlay so actually made by them by an equal amount of debenture stock of the Great Eastern Railway Company entitled to the same amount of interest and having the same rank

as regards payment of interest as the debenture stock forming part of the consideration for the sale of the Bury Company's undertaking, and shall create such additional amount of debenture stock accordingly, and a receipt or acknowledgment under the hands of any three directors of the Bury Company shall be a good and sufficient discharge for the delivery of the certificates of such additional amount of debenture stock.

Act not to affect agreement of 1875.

12. This Act, or anything therein contained, shall not be held or construed either as confirming or giving validity or effect to the agreement of 1875, or any of the provisions therein contained, or as annulling, altering, or in any way prejudicing or affecting the same; but the said agreement shall, after and notwithstanding the passing of this Act, have the same force and effect as and no other than it would have had if this Act had not been passed, and shall, after the completion of the sale of the undertaking of the Bury Company, apply to the Great Eastern Railway Company in like manner in all respects as, but for such sale and the passing of this Act, it would have applied to the Bury Company, and not otherwise.

As to running powers over the Thetford and Watton and Watton and Swaffham Railways.

13. If within six months from the passing of this Act the Thetford and Watton and Watton and Swaffham Railway Companies jointly give notice to the Great Eastern Railway Company, then within one calendar month from the date of such notice the following provisions shall have effect:

The Great Eastern Railway Company shall run over and use, with their engines and carriages of every description, and with their clerks, officers, and servants, the railways of the Thetford and Watton Railway Company and the Watton and Swaffham Railway Company, together with the watering places, water, booking offices, warehouses, wharves, sidings, works, and conveniences connected therewith respectively, upon the terms herein-after mentioned, but such powers shall not (except by agreement with the last-mentioned Companies respectively) be exercised for other than through traffic;

The Great Eastern Railway Company shall have power to fix their own rates, not exceeding the maximum rates authorised to be taken on the railways of the Thetford and Watton Railway Company and the Watton and Swaffham Railway Company respectively:

The Great Eastern Railway Company shall pay to the Thetford and Watton and Watton and Swaffham Railway Companies jointly a mileage proportion of the through rates less twenty-five per centum for working over the railways of the two last-

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mentioned Companies, such mileage proportion to be paid through the Railway Clearing House after deducting the usual clearing house terminals in the usual manner:

Whenever in any year such proportion of through rates shall not amount to the sum of one thousand five hundred pounds the Great Eastern Railway Company shall make up the deficiency; the amount of traffic to be sent by the Great Eastern Railway Company over the railways of the Thetford and Watton and Watton and Swaffham Railway Companies, in exercising such running powers as aforesaid, shall be in the discretion of the Great Eastern Railway Company;

By agreement between the Great Eastern Railway Company on the one hand, and the Thetford and Watton and Watton and Swaffham Railway Companies on the other hand, the Great Eastern Railway Company may work the local traffic upon the railways of the two last-mentioned Companies, and also during the continuance of the agreement of one thousand eight hundred and seventy-five upon the Bury Saint Edmund's and Thetford Railway.

Companies not exempt from provisions of any present and future general Railway Acts.

14. Nothing in this Act contained shall exempt the Great Eastern Railway Company or the Bury Company, or the undertaking of either of them, from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by any Act relating to the said Companies or either of them.

Expenses of Act.

15. The costs, charges, and expenses, as well of the Great Eastern Railway Company as of the Bury Company, of and incidental to and consequent upon the negotiations and agreement for the sale by this Act authorised, and the carrying the same into effect, and conveying the purchased undertaking to the Great Eastern Railway Company, and preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Great Eastern Railway Company.

SCHEDULE referred to in the foregoing Act.

An Agreement made the twenty-seventh day of February one thousand eight hundred and seventy-eight, between the Bury Saint Edmund's and Thetford Railway Company (herein-after called the Bury Company) of the one part, and the Great Eastern Railway Company (herein-after called the Great Eastern Company) of the other part: Whereas the acquisition by the Great Eastern Company of the railways and works of the Bury Company would be of advantage to the public and to the interest of the Companies parties hereto: Now, therefore, it is hereby mutually agreed between the Companies parties hereto, as follows:

1. In this agreement the expression "the undertaking" means and includes the whole of the railways, stations, signals, sidings, lands (including any surplus lands), buildings, works, and conveniences of the Bury Company, subject to the equitable right (if any) of the Thetford and Watton Railway Company to a conveyance of the moiety of the land acquired by the Bury Company between Melford Bridge station and a point on a line with the extremity of the over line bridge wing walls on the northern side of the road leading from Norwich to Thetford, on which said moiety of land the said Thetford and Watton Railway Company have, with the consent of the Bury Company, laid a portion of their railway, or to any other equitable or other rights (if any) which the said Thetford and Watton Railway Company may have therein, or in the Melford Bridge station, and the land acquired for the purposes thereof, and subject to the right of the Bury Company to receive from the Thetford and Watton Company for their own benefit all sum or sums of money payable to or receivable by, or to become payable to or receivable by, the Bury Company by or from the Thetford and Watton Company.

2. Subject to the sanction of Parliament being obtained in the session of one thousand eight hundred and seventy-eight, and to the provisions herein-after contained, the Bury Company will sell, and the Great Eastern Company will purchase, the undertaking.

3. The consideration for the said sale and purchase shall be the creation, issue, and delivery by the Great Eastern Company to the Bury Company of ordinary stock of the Great Eastern Company of the nominal amount of seventy-five thousand pounds, and of thirty-three thousand three hundred pounds in debenture stock of the Great Eastern Company, bearing interest at the rate of four pounds per cent. per annum, payable half-yearly, such debenture stock, during the continuance thereof, to rank for payment of interest pari passu with the present four per cent. debenture stock of the Great Eastern Company; provided that, if the Bury Company shall prior to the date of the said sale and purchase at any time, or from time to time, be required under the provisions of the agreement of the thirtieth day of April one thousand eight

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hundred and seventy-five, herein-after mentioned, to lay out any moneys upon capital account, they shall, prior to making any such outlay, submit the requisition for any such outlay to the Great Eastern Company, who shall, if they think fit, be entitled at their own cost to take such proceedings (in the name of the Bury Company or otherwise) to test or dispute the reasonableness of the requisition, as they may think fit, but shall save harmless and indemnified the Bury Company from any costs or expenses in regard to any such proceedings; and in the event of the Bury Company being lawfully bound to make and making any such outlay, the Great Eastern Company shall, in addition to the debenture stock herein-before provided to be paid, create, issue, and deliver to the Bury Company debenture stock of the aggregate value of the moneys so at any time or from time to time laid out as aforesaid.

4. The Great Eastern Company shall, as soon as may be after the passing of the Act for confirming this agreement, deliver to the Bury Company, or as the directors of that Company, or any three of them, shall under their hands direct, certificates for the several descriptions and amounts of stock aforesaid; and unless the undertaking shall by the operation of such Act be vested in the Great Eastern Company, the same shall thereupon be conveyed and assigned so as to vest in the same Company, freed and discharged from all mortgages, charges, and incumbrances whatsoever, and the Bury Company, and all other proper and necessary parties, shall execute and do all such deeds, matters, and things as shall be required for that purpose.

5. A receipt or acknowledgment under the hands of any three directors of the Bury Company for such certificates as aforesaid shall be a good and sufficient discharge for the same, and the Great Eastern Company shall not be bound to see to the application or be answerable or accountable for the non-application or misapplication of the said stocks, or any part thereof.

6. The Bury Company shall appropriate out of the said thirty-three thousand three hundred pounds debenture stock of the Great Eastern Company such amount as may be required for providing for payment or satisfaction of the mortgages upon their undertaking, in such manner as they shall think fit, and shall thereout, or out of the said seventy-five thousand pounds ordinary stock of the Great Eastern Company, or out of their other assets, provide for the payment or satisfaction of their other debts and liabilities, and shall divide and distribute the residue of their assets, including the balance (if any) of the said debenture and ordinary stocks respectively, amongst their shareholders in proportion to their respective interest in the undertaking; and the Great Eastern Company shall not, nor shall the undertaking, be or continue in any way subject or liable to any claims or demands whatsoever on the part of any of the mortgagees or other creditors of the Bury Company, or of any of the shareholders in that Company, or of any other persons or person, in respect of any mortgages or other debts or liabilities of the Bury Company, or of any shares or stock of that Company.

7. After the undertaking shall have become vested in the Great Eastern Company, and during the continuance of a certain agreement, bearing date the thirtieth day of April one thousand eight hundred and seventy-five, made between the Thetford and Watton Railway Company (therein and herein-after

called the Watton Company) of the first part, the Watton and Swaffham Railway Company (therein and herein-after called the Swaffham Company) of the second part, and the Bury Company of the third part, the said last-mentioned agreement shall be valid and of as full force and effect in favour of, against, or in relation to the Great Eastern Company as the same now is in favour of, against, or in relation to the Bury Company, in the same manner in all respects as if the same had been executed, made, or entered into by, with, or to or in relation to the Great Eastern Company in lieu of the Bury Company; and the Great Eastern Company shall thenceforth assume and have all the rights as well as the liabilities of the Bury Company under that agreement.

8. The Great Eastern Company will, in the present session of Parliament, introduce a Bill into Parliament for sanctioning, confirming, and carrying out the said purchase and sale and this present agreement, and for vesting the undertaking in the Great Eastern Company in manner aforesaid, and will use their best endeavours to secure the passing thereof; and the Bury Company will, if necessary, support the said Bill, and use their best endeavours to secure the passing thereof.

9. The said Bill shall contain such clauses for carrying out the said sale, and for vesting the undertaking in the Great Eastern Company, and for providing for the dissolution of the Bury Company and the winding up of the affairs thereof, and the amalgamation thereof with the Great Eastern Company, and such other clauses for the protection of the interests of the two Companies respectively, and securing the due fulfilment by the two Companies respectively of the provisions of this agreement, and by the Great Eastern Company of such of the provisions of the said agreement of the thirtieth April one thousand eight hundred and seventy-five as shall be or continue binding on the Bury Company as may be necessary, or as, in case of difference, may be settled by some competent counsel to be nominated, in case the parties cannot agree, by Richard Francis Roberts, of Euston Station, solicitor, or, him failing, by the solicitor for the time being to the London and North-western Railway Company; but the said Act shall not contain any clauses or provisions giving validity to any of the provisions of the said agreement of the thirtieth of April one thousand eight hundred and seventy-five which shall not at the time of the passing of the said Act be binding on the Bury Company; and nothing herein contained shall be construed as giving any additional validity to any of the provisions of the said agreement.

10. All the costs, charges, and expenses of and incidental to the negotiations for and preparation of these presents shall be paid by the Great Eastern Company on the execution of these presents, and all the costs, charges, and expenses of or incidental to or consequent upon the carrying into effect of these presents, and any applications to Parliament for confirming or giving effect to the same (including all costs, charges, and expenses of the Bury Company in relation to the said carrying into effect and applications to Parliament), shall be borne and paid by the Great Eastern Company, as well as all costs, charges, and expenses of the Bury Company of and incidental to the preparation, presentation, and prosecution of any petition to Parliament, either jointly with the Great Eastern Company or (at the request of the Great Eastern Company)

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singly by the Bury Company, against any Bill or Act affecting the Bury Railway or the rights or privileges of the Bury Company.

11. This agreement is subject to such alterations as Parliament may think proper to make therein; but if any alteration is made therein by Parliament, or by any Committee thereof, materially affecting the interests of the Great Eastern Company or the Bury Company, or if the Bury Company shall be unable to secure to the Great Eastern Company a right of passage for traffic by either a single or a double line over the portion of railway extending from the said Melford or Thetford Bridge station (including that station) to the said point on a line with the extremity of the over line bridge wing walls on the northward side of the road leading from Norwich to Thetford, free from any lawful obstruction or demand of toll or other charges from the Thetford and Watton Company, either Company shall be at liberty to require the withdrawal of the Bill, and the Bill shall accordingly be withdrawn, without prejudice, nevertheless, to any of the provisions of the last preceding clause.

12. All disputes and differences which may from time to time arise under or upon the construction of this agreement, or any of the provisions thereof not herein otherwise provided for, shall be referred to and determined by arbitration in the manner provided by the Railway Companies Arbitration Act, 1859, and the costs of every such arbitration, and the award thereon, shall be in the discretion of the arbitrator.

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

The common seal of the Bury Saint Edmund's and Thetford Railway Company was affixed hereto in the presence of

G. J. OLIVER,
Auditor.

JOHN W. ION,
Secretary.

L.S.

Sealed with the common seal of the Great Eastern Railway Company.

THOS. D. GENLLOUD,
Secretary's Deputy,
Great Eastern Railway.

Seal of the Great Eastern Railway Company.

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