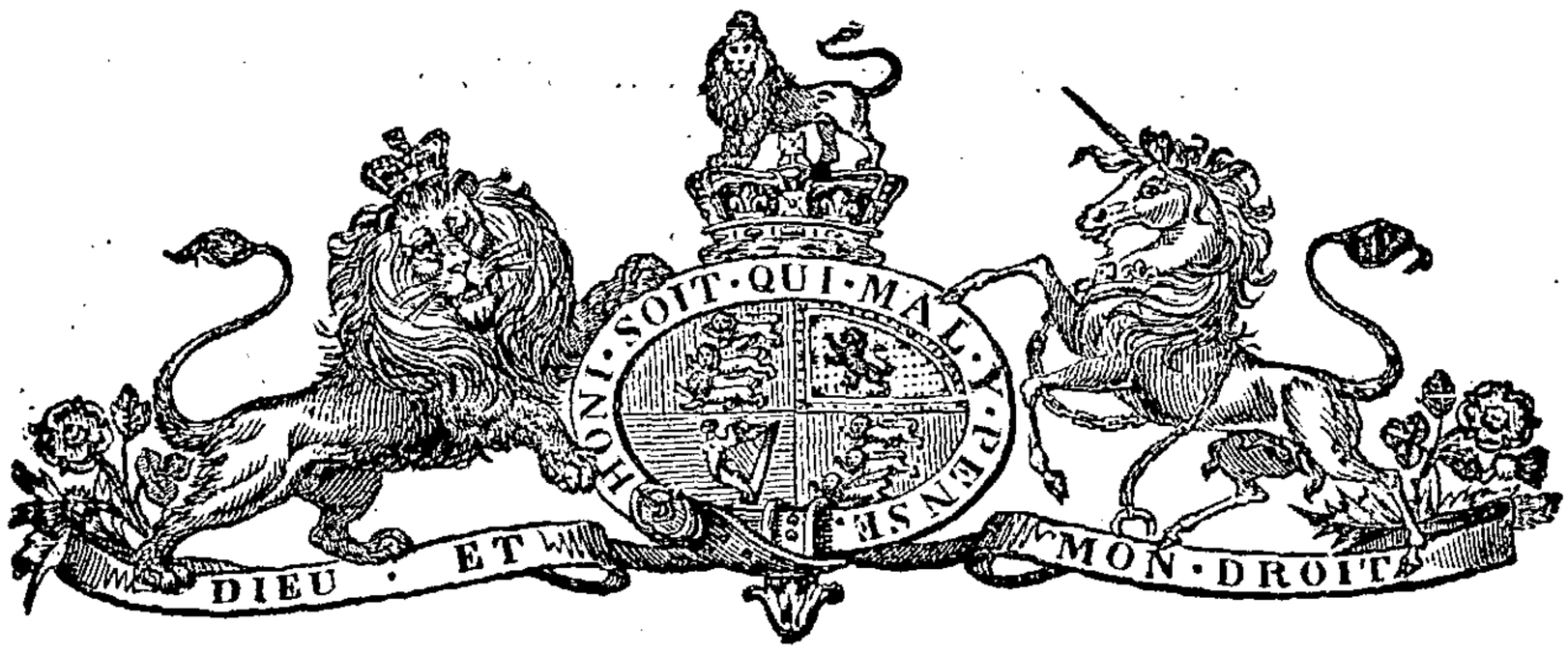


ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

***

The Midland and Eastern, and Norwich and Spalding Railways Act, 1867.

Railways which form the Subject Matter of the said Act are united with the *Great Northern* Railway at *Bourn* and at *Spalding*, and with the *Midland* Railway directly at *Sutton Bridge*, and by means of the *Stamford and Essendine* and *Great Northern* Railways at *Bourn*, and it would contribute to the convenient and economical Working of the *Midland and Eastern* and of the *Norwich and Spalding* Railways, if joint and several Powers were granted to the *Great Northern* and the *Midland* Railway Companies (who are hereinafter referred to as "the Two Companies") for such Working, and Agreements have been entered into by the said Companies for this Purpose, which Agreements are set forth in the Schedule to this Act, and all the Companies are desirous that the said Agreements should be confirmed, and it is expedient that the same be confirmed: And whereas the *Stamford and Essendine* Railway forms as aforesaid the Means of Communication between the *Midland* Railway at *Stamford* and the *Bourn and Essendine* Railway of the *Great Northern* Railway Company, and an Agreement has also been entered into between the *Stamford and Essendine*, the *Midland*, and the *Great Northern* Railway Companies, bearing Date the 1st Day of *July* 1866, for the Use by the *Great Northern* Railway Company and by the *Midland* Railway Company of the *Stamford and Essendine* Railway, which Agreement also is set forth in the Schedule to this Act, and the Companies Parties thereto are desirous that the same should be confirmed by Parliament, and it is expedient that the same be confirmed: And whereas it is also expedient that the Powers herein-after contained should be granted with respect to the Use by the Two Companies of the Station of the *Great Eastern* Railway Company at *King's Lynn*, and with respect to the Enlargement of the said Station, and the Management thereof, and the Apportionment and Use thereof: And whereas it is expedient that the *Great Northern* Railway Company should be authorized to raise further Capital for the Purposes of this Act: And whereas Plans showing the Lands at *King's Lynn* authorized to be taken under the Powers of this Act, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands have been deposited with the Clerk of the Peace for *Norfolk*: And whereas the Purposes of this Act cannot be accomplished 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,)

Name of Act.

1. This Act may be cited for all Purposes as "The *Midland and Eastern* and *Norwich and Spalding* Railways Act, 1867."

2. "The

The Midland and Eastern and Norwich and Spalding Railways Act, 1867.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares; The Transfer or Transmission of Shares; The Payment of Subscriptions and Means of enforcing the Payment of Calls; The Forfeiture of Shares for Nonpayment of Calls; The Remedies of the Creditors of the Company against Shareholders; The borrowing of Money by the Company on Mortgage or Bond; The Conversion of the borrowed Money into Capital; The Consolidation of Shares into Stock; and The Provisions to be made for affording Access to the Special Act by all Parties interested; and also Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to the Cancellation and Surrender of Shares, to additional Capital, and to Debenture Stock, are (except where expressly varied by this Act) incorporated with and form Part of this Act. 8 & 9 Vict. cc. 16. and 18., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

3. The Memorandum of Agreement made the 1st Day of *July* 1866 between the *Stamford and Essendine* Railway Company, the *Midland* Railway Company, and the *Great Northern* Railway Company; the Memorandum of Agreement made the 6th Day of *July* 1866 between the *Lynn and Sutton* and *Spalding and Bourn* Railway Companies of the one Part, and the *Midland* Railway Company and the *Great Northern* Railway Company of the other Part; and the Memorandum of Agreement made the 31st Day of *July* 1866 between the *Midland* Railway Company of the First Part, the *Great Northern* Railway Company of the Second Part, and the *Norwich and Spalding* Railway Company of the Third Part, which several Agreements are set forth in the Schedule to this Act, are hereby confirmed and made binding on the several Parties thereto respectively, as fully and effectually as though the Stipulations of the said Agreements were severally enacted in this Act. Confirming Agreements.

4. The Two Companies, or either of them, may by Agreement with the *Great Eastern* Railway Company, and not otherwise, pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the Station at *King's Lynn* of the *Great Eastern* Railway Company, and the Sidings, Watering Places, and Signals, Signal Posts, and other Machinery, Booking and other Power to use Lynn Station of Great Eastern Railway.

other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Station.

As to Purchase of Land at King's Lynn.

5. Subject to the Provisions of this Act, it shall be lawful for the Corporation of *King's Lynn* to sell, and for the Two Companies, either alone or jointly with the *Great Eastern* Railway Company, to purchase (by Agreement and not otherwise) for a Station, or for the Enlargement of the said Station of the *Great Eastern* Railway Company at *King's Lynn*, all or any Part of the Land belonging to the Corporation in the Parish of *Saint Margaret* shown on the deposited Plan.

Providing for Agreements as to the Station at King's Lynn.

6. It shall be lawful for the Two Companies and the *Great Eastern* Railway Company to enter into Agreements with respect to the Enlargement, Alteration, Apportionment, Management, and Use of the Station of the *Great Eastern* Railway Company at *King's Lynn* and Lands contiguous thereto, and the Payments to be made by the several Companies in respect to the Matters aforesaid, and the Appointment of a Joint Committee of the Three Companies for the Purposes of the said Station; and it shall be lawful for the Three Companies severally to defray the Expenses of such Enlargement, Management, and Apportionment out of any Funds at their Disposal not required for the Purposes of any Acts relating to the said Companies.

Midland Company may apply Corporate Funds.

7. The *Midland* Railway Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they have already raised or are authorized to raise by any of their Acts, and which are not required for the Purposes to which they are by those Acts made specially applicable.

Great Northern Railway Company may apply their Funds and raise additional Capital.

8. It shall be lawful for the *Great Northern* Railway Company to apply towards the Purposes of this Act any of the Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking; and they may for the same Purposes from Time to Time raise, in addition to the Sums of Money which they are already authorized to raise, any further Sums not exceeding in the whole Twenty-four thousand Pounds by the Creation of new Shares or Stock in their Undertaking, which Shares or Stock shall form Part of the general Capital of the Company.

Shares not to issue until One Fifth paid up.

9. The *Great Northern* Railway Company shall not issue any Share or Stock created under the Authority of this Act, nor shall any Share or Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or Stock shall have been paid in respect thereof.

10. The

As to Votes of Proprietors of such Shares.

10. The Proprietors of any Shares or Stock to be issued by the *Great Northern* Railway Company under the Authority of this Act shall be entitled to such Number of Votes in respect thereof as the nominal Amount represented by such Shares would have entitled them to if the same had been original Shares of the same Company.

Power to borrow on Mortgage.

11. The *Great Northern* Railway Company may from Time to Time, under the Powers of this Act, borrow any additional Sum of Money not exceeding Eight thousand Pounds, either by Mortgage of their Undertaking or by the Issue of Debenture Stock; but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all such additional Capital have been subscribed for, issued, and accepted, and that One Half of such additional Capital has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide* and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the *Great Northern* Railway Company and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Existing Mortgages to have Priority.

12. Provided always, That all Mortgages granted by the *Great Northern* Railway Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by virtue of this Act.

Application of Sums raised by Great Northern Railway Company under this Act.

13. All and every Part of the Sums of Money which the *Great Northern* Railway Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes of this Act.

Interest not to be paid on Calls paid up.

14. The *Great Northern* Railway Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that this Act shall not prevent the said Company from paying to any Shareholder such

6. The whole of the Proceeds of the Through Traffic (the Rates and Fares for which shall be fixed by the Running Companies) shall be divided on Mileage throughout, the Mileage of the Stamford and Essendine Railway being computed as Four Miles, as provided by Article 2.

7. The above Mileage Proportion of such Through Traffic on the Stamford and Essendine Railway (after Deductions of Clearing House, Terminals, Government Duty, and Payments to other Companies, and 25 per Centum of the Residue which shall be retained by the Working Companies for Working Expenses) shall be payable to the Stamford and Essendine Company.

8. The Rates and Charges for Local Traffic between Stamford and Essendine, if carried by the Running Company, shall be no less than the Charges for the same Traffic fixed from Time to Time by the Stamford and Essendine Company, and 80 per Centum of the Proceeds of that Traffic, after deducting Cartage Expenses, if any, on Goods and Minerals, and Government Duty on Passengers, shall be handed over to the Stamford and Essendine Company.

9. This Agreement not to prejudice in any way the Agreement already in Existence, dated the 1st of January, 1865, between the Great Northern and Stamford and Essendine Companies.

10. An Arbitration Clause to enable the Settlement of all Disputes and Differences arising out of this Agreement under the Powers of "The Railway Companies Arbitration Act, 1859."

11. In the event of future Application being made to Parliament by any One of the Companies Parties hereto, Clauses to be introduced in the Bill to confirm this Agreement by Parliamentary Sanction.

Signed on behalf of the Stamford and Essendine Company,	EXETER.
Signed on behalf of the Midland Company,	JAMES ALLPORT.
Signed on behalf of the Great Northern Company,	SEYMOUR CLARKE.

MEMORANDUM

The Midland and Eastern and Norwich and Spalding Railways Act, 1867.

MEMORANDUM of AGREEMENT between the Lynn and Sutton and Spalding and Bourn Railway Companies of the one Part, and the Midland Railway Company and the Great Northern Railway Company of the other Part, dated 6th July 1866, as follows:

1. The Bill for the Extension Line from Saxby to Bourn to be withdrawn.

2. The Interests of the Lynn and Sutton, Spalding and Bourn, and Norwich and Spalding Companies to be combined in One, as provided by the Amalgamation Bill now in the House of Lords.

3. The Midland and Great Northern Companies to become jointly interested in the said Railways between Bourn and Lynn, with an Assignment of the Lease of the Norwich and Spalding Railway, and to work the same in perpetuity.

4. The Midland Company to make a Junction between the Syston and Peterborough Branch of that Company and the Stamford and Essendine Railway, where they are in close Contiguity near Stamford, and at Spalding a Junction to be made with the March and Spalding Line, in a Manner to be agreed by the Engineers of the Midland and Great Northern Companies, the Expense of this Junction and the Working of the Signals to be paid Half and Half by the Two last-named Companies; the Great Northern Company to give the Midland Company running Powers over the Great Northern, Bourn, and Essendine Line, and from the Bourn and Spalding Junction near Spalding to Spalding Station; the Midland Company to give the Great Northern Running Powers over the Midland Line between the Junction with the Stamford and Essendine Line and the Midland Stamford Station; the Stamford and Essendine Company to give the Great Northern and Midland Companies Running Powers between the said Stamford Junction and Essendine, as per Heads of Agreement with the Stamford and Essendine Company annexed hereto,

5. All Through Traffic to be divided on Mileage between Stamford and Lynn, the Rates and Fares being fixed by the Running Companies between the Midland Company's Station at Stamford and Bourn; $33\frac{1}{3}$ per Centum shall be retained by the Working Company for Working Expenses, and the Residue handed over to the Owning Company after Deduction of Terminal Charges, Government Duty, and Payments to other Companies:

Provided that the Proceeds of any Local Traffic of the said Lines, if carried by the Running Company, is to be handed over to the Owning Company after similar Deductions, 20 per Centum only being retained by the Running Company for Working Expenses.

6. The Midland Company to have the Use of the Spalding and Bourn Stations, and the Great Northern Company to have the Use of the Midland Stamford Station, including the Power to place Clerks and Carting Agents. The Terms of User to be agreed on, or, if necessary, settled by Arbitration.

7. The Traffic of the Line between Bourn and Lynn to be under Management of a Joint Committee of Directors of Midland and Great Northern Companies, who shall also have Control over all future Works on the Railways, the Staff, and all Payments.

8. Arrangements having been made for amalgamating the Lynn and Sutton and Spalding and Bourn Railways, and for enabling the Amalgamated Company to take a Lease of the Norwich and Spalding Railway for 999 years, with certain Powers of Amalgamation, the Undertaking of the Amalgamated Company, including such Lease and including all the Land purchased by the Amalgamated Company (except certain Land specified in the Schedule hereto) to be transferred to the Midland and Great Northern Companies on the following Terms, viz.:

A Fund to be created by Payment of a Mileage Proportion of the Proceeds of all Through Traffic on the said Three Lines of Railway, including the Terminal Charges thereon (after Deduction of Cartage Expenses on Goods and Mineral Traffic, Government Duty, and Payments to other Companies), and of the Proceeds of all Local Traffic, after Deduction of Government Duty, and Cartage Expenses on Goods and Minerals; such Fund also to include the Proceeds of Traffic from all Sources carried by other Companies or Persons, and all other the Revenue of the Amalgamated Company; the Revenue from the Cross Keys Bridge being subject to the Repairs of the Bridge and of the Road leading from the Walpole Road to the said Bridge, 50 per Centum of the Fund thus formed to be payable to the Amalgamated Company in respect of the said Three Lines out of which Sum of 50 per Centum the Rent due to the Norwich and Spalding Company is to be paid, the remaining 50 per Centum to be retained by the Midland and Great Northern Companies; provided always, that a minimum Payment shall be made by the Great Northern and Midland Companies to the Amalgamated Company in respect of their Half of the Proceeds of the above Lines of 15,000*l.* a year, the said minimum Sum to be paid by quarterly Payments, and any additional Amount to be paid half-yearly:

The Midland and Great Northern Railway Companies shall be at liberty to pay the Rent to the Norwich and Spalding Railway Company, and to deduct the same from the Payments to the Amalgamated Company.

9. The Arrangements between the Midland and Great Northern Companies to be as follows, viz.:

Out of their 50 per Centum there shall be paid the Maintenance and Renewal of Way and Works, Rates, Taxes, Staff, Stores, and all Outgoings, Mileage of Rolling Stock and locomotive Power, and in the event of any Payment having to be made to the Amalgamated Company beyond the 50 per Centum of the Receipts of the Lines, the Sum so payable to make up the 15,000*l.* a Year to be paid equally by the Great Northern and Midland Companies.

10. The Stores and all Supplies shall be provided and the Maintenance of Way and other Services shall be performed either by the Midland Company or the Great Northern Company, as may be decided, at Cost Price, and the locomotive Power may be provided by either Company at a fixed Price per Mile, and generally each of the Two Companies may work and use the Lines comprised in this Agreement in the Manner provided for between the Great Northern, Midland, and Manchester, Sheffield, and Lincolnshire Companies for carrying on the Working of the Cheshire Lines under "The Cheshire Lines Transfer Act, 1865."

11. Either Company may have Booking Clerks and Carting Agents of their own at Stamford, Spalding, and Bourn, and at any Place on the Three aforesaid Lines.

12. The

12. The Lynn and Sutton Company to withdraw the Bill for Works at Lynn, and any further Accommodation at Lynn which the Great Northern and Midland Companies or either of them shall require shall be executed by them at their own joint or separate Expense as the Case may be.

13. If the Great Northern and Midland Companies shall at any Time or Times be of opinion that for the better Development of Traffic it is desirable to enlarge or extend the Works of any of the said Railways, either by doubling any Part of the Line, enlarging Stations, or otherwise, the said Companies shall be at liberty to make any necessary Expenditure for such Purposes, and if requisite to apply to Parliament for the necessary Powers, Interest at the Rate of 5 per Centum per Annum on Expenditure, for Land, or Construction of Works and Buildings, or otherwise, shall be deducted from the Share of the aforesaid Fund, payable to the Amalgamated Company, but without Prejudice to the Obligation of the Companies to pay the said minimum Sum of 15,000*l.* a Year; and if any Question shall arise between the Parties hereto as to the Expediency of such Expenditure, or the Extent thereof, the same shall be settled by Arbitration, according to "The Railway Companies Arbitration Act, 1859," and the Arbitrator shall take into Consideration whether the intended Outlay of Capital will be also beneficial to the Amalgamated Company.

14. Full Facilities to be given by the Companies running over the Lines of the other for the proper Development of the Traffic between Stamford and Lynn.

15. The Midland Company at once to commence using the Passenger Station of the Great Northern at Peterborough, for Passenger Purposes, under the Terms already agreed.

16. Usual Arbitration under "Railway Companies Arbitration Act, 1859."

17. This Agreement to come into operation on the 1st of August 1866, provided that the Lines between Bourn and Spalding and Sutton Bridge and Lynn are perfected and fit for Traffic, and the necessary Junctions are made to enable the through Traffic to pass the whole Length between Stamford and Lynn, it being a Part of this Arrangement that the several Works specified in the Schedule hereto annexed are to be completed by the Parties hereto of the First Part, as far as practicable, on or before the said 1st Day of August, and the Remainder as soon as possible thereafter, with Power for the Parties hereto of the Second Part, in case of any Delay in the Execution of such Works, to execute the same and deduct the Cost thereof from any Monies due to the Parties hereto of the First Part.

18. An Act to be applied for for such additional Powers as may be necessary to authorize and confirm these Arrangements at the joint Expense of the Parties.

Here follow the Schedules of Works referred to in Clause 17.

The Land excluded from the future Occupation of the Lessees by Clause 8 is so much of the Land at present the Property of the Lynn and Sutton Bridge Railway Company as lies on either Side of the Line of the Railway outside of the Railway Fences between the River Nene and the Road leading from Walpole to

to Wingfield, and which Fences leave Space enough for Two Lines of Rails throughout the whole Length thereof.

L.S. Midland Railway Company.

L.S. Great Northern Railway Company.

L.S. Lynn and Sutton Bridge Railway Company.

L.S. Spalding and Bourn Railway Company.

MEMORANDUM

The Midland and Eastern and Norwich and Spalding Railways Act, 1867.

MEMORANDUM of AGREEMENT made and entered into this 31st Day of July 1866 between the Midland Railway Company of the First Part, the Great Northern Railway Company of the Second Part, and the Norwich and Spalding Railway Company of the Third Part.

WHEREAS an Act intituled "An Act to amalgamate the Lynn and Sutton "Bridge and the Spalding and Bourn Railway Companies, and for a Lease of "the Norwich and Spalding Railways to the Amalgamated Company, and for "other Purposes," has been passed in the present Session of Parliament: And whereas by the said Act a certain Indenture of Lease, bearing Date the 5th Day of July 1866, between the Norwich and Spalding Railway Company of the one Part, and the Lynn and Sutton Bridge Railway Company and the Spalding and Bourn Railway Company of the other Part, is thereby confirmed, and it is thereby witnessed that in consideration of the Rents, Covenants, Stipulations, and Conditions therein-after reserved and contained, and on the Part of the Lessees to be paid and performed, and subject to the Rights of the Great Northern Railway Company, under the Working Agreement between that Company and the Norwich and Spalding Railway Company, dated the 1st Day of March 1862, the Norwich and Spalding Railway Company thereby demised and leased unto the said Lynn and Sutton and Spalding and Bourn Railway Companies, their Successors and Assigns, the Railway of the Norwich and Spalding Company running from Spalding to Sutton Bridge, and commonly known as the Norwich and Spalding Railway, and all Works connected therewith and otherwise as in the said Lease is more particularly described: And whereas in contemplation of the passing of the said Bill in the House of Lords, and as Part of the Arrangement between the Promoters of the said Bill and the said Midland and Great Northern Companies, a certain Memorandum of Agreement, bearing Date the 6th Day of July 1866, was made between the Lynn and Sutton and Spalding and Bourn Railway Companies of the one Part, and the Midland and Great Northern Railway Companies of the other Part, and by the Third Article of the said Agreement it is provided that the Midland and Great Northern Companies should become jointly interested in the said Railways between Bourn and Lynn, with an Assignment of the Lease of the Norwich and Spalding Railways, and that they should work the same in perpetuity, and Provision was also thereby made as to the Division of the Traffic on the aforesaid Railways, and on the Stamford and Essendine Railway and otherwise as in the said Memorandum of Agreement mentioned, and it is by the 8th Article thereof provided that a Fund should be created, and that 50 per Centum of such Fund should be payable to the Amalgamated Company in respect of the said Three Lines out of which Sum the Rent due to the Norwich and Spalding Company is to be paid; and it is hereby provided that a minimum Payment should be made by the Great Northern and Midland Companies to the Amalgamated Company in respect of their Half of the Proceeds of the aforesaid Lines of 15,000*l.* a year, and the 17th Article of the said Agreement provides that the said Agreement shall come into operation on the 1st Day of August 1866, and the 18th Article thereof provides that an Act of Parliament shall be applied for for such additional Powers as may be necessary to authorize and confirm the Arrangements embodied in the said Agreement, under which the Rent payable to the Norwich and Spalding Railway Company is to be paid to them by the Amalgamated Company out of the Monies receivable by them under the said Agreement, and the said Agreement is considered beneficial to the Norwich and Spalding Railway Company as well as to the other Parties:

The Midland and Eastern and Norwich and Spalding Railways Act, 1867.

And whereas the Traffic on the Norwich and Spalding Railway has been worked by the said Great Northern Company from the Opening of the said Railway for public Traffic, and the same is still worked by them under the aforesaid Agreement dated the 13th Day of March 1862, and which will expire on the Day of 18 :

And whereas in consideration of the aforesaid Memorandum of Agreement between the Lynn and Sutton, Spalding and Bourn, Midland and Great Norther Companies, dated the 6th Day of July 1866, it has been agreed between the Parties hereto as follows; (that is to say,)

That the said Agreement between the Norwich and Spalding and Great Northern Company, dated the 1st of March 1862, shall for the Purposes of the said Memorandum of Agreement of the 6th Day of July 1866, a Copy of which is hereunto annexed as a Schedule, be considered as cancelled, except as to any Settlement of Accounts thereunder between the Parties thereto, in respect of any Matters previous to the 1st of August 1866, subject however to being revived in the event of the said Memorandum of Agreement of the 6th of July 1866 ceasing to be acted upon, and the said Memorandum of Agreement of the 6th of July 1866 is hereby confirmed and adopted by all the Companies Parties hereto, who have affixed their Common Seals the Day and Year first above written.

L.S. Midland Railway Company.

L. S. Great Northern Railway Company.

L.S. Norwich and Spalding Railway Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.