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CHAPTER cxx.

An Act for confirming and giving effect to certain Heads of Agreement between the Great Eastern Railway Company and the Midland and Great Northern Railways Joint Committee and for other purposes. A.D. 1898.

[25th July 1898.]

WHEREAS the Great Eastern Railway Company (in this Act called "the Company") and the Midland and Great Northern Railways Joint Committee (in this Act called "the Joint Committee") are desirous and it is expedient that the heads of agreement between them dated the 18th day of March 1897 a copy of which is set forth in the schedule to this Act and which heads of agreement are herein-after referred to as "the scheduled agreement" be confirmed and made binding upon the Company and the Joint Committee respectively:

And whereas it is expedient that the Company and the Joint Committee respectively be empowered to make and maintain the railways which they are herein-after respectively authorised to make and maintain and to abandon certain parts of their respective authorised railways rendered unnecessary by the works by this Act authorised:

And whereas it is expedient that a Committee representing the Company and the Joint Committee be constituted and incorporated for the purposes of the scheduled agreement and of this Act relating to such Committee and that there be transferred to the Committee so constituted the powers rights and privileges now vested in the Midland and Great Northern Railway Companies and the Joint Committee and the Company respectively with respect to the construction maintenance use ownership and management of certain railways and portions of railway which they have respectively been authorised by former Acts to make and maintain:

And whereas it is expedient that the Committee by this Act constituted as aforesaid be authorised to make and maintain the

A.D. 1898.

deviation in this Act described of the Railway No. 2 authorised by the Great Eastern Railway (New Lines in Norfolk and Suffolk) Act 1897 (in this Act called "the Company's Act of 1897"):

And whereas it is expedient that provision be made as in this Act contained for giving effect in other respects to the terms and conditions of the scheduled agreement:

And whereas it is expedient that the Company and the Midland Railway Company and the Great Northern Railway Company be respectively empowered to apply their funds for the purposes of this Act relating to them respectively:

And whereas plans and sections of the several works authorised by this Act the respective plans showing also the lands required for the purposes of the said works respectively and 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 those lands respectively were duly deposited with the clerk of the peace for the county of Norfolk and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas the objects of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the Great Eastern Railway Company and Midland and Great Northern Railways Joint Committee Act 1898.

Incorporation of general enactments.

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):—

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845 and Part I. relating to construction of a railway of the Railways Clauses Act 1863.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction And the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of

this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Confirming scheduled agreement.

4. The scheduled agreement so far as it remains to be performed is hereby confirmed and made binding upon the parties thereto.

New Committee and standing arbitrator.

5. For the purposes of the scheduled agreement and of this Act there shall be a Joint Committee (in this Act referred to as "the New Committee") representing the Company and the Joint Committee respectively and a standing arbitrator to be appointed as herein-after provided.

Name and incorporation of New Committee.

6. The New Committee shall be called "The Norfolk and Suffolk Joint Railways Committee" and by that name the members for the time being of the Committee shall be one body corporate and shall be by this Act incorporated accordingly with perpetual succession and a common seal and with power to hold and dispose of lands without any licence in mortmain.

Constitution of New Committee.

7. The New Committee shall consist of eight members of whom four shall be nominated by the directors of the Company out of their own number and shall represent the Company and four shall be nominated by members of the Joint Committee out of their own number (of whom two shall be representatives of the Midland Railway Company and two shall be representatives of the Great Northern Railway Company upon the Joint Committee) and shall represent the Joint Committee.

A certificate under the hands of the chairman or secretary of the Company or as the case may be the chairman or secretary of the Joint Committee shall be conclusive evidence of the due nomination of the members of the New Committee mentioned in the certificate.

Nomination and rotation of members of New Committee.

8. The first members of the New Committee representing the Company or as the case may be the Joint Committee shall be nominated within one month after the passing of this Act and shall hold office until the first general meeting of the Company or the first meeting of the Joint Committee as the case may be to be held in the year one thousand nine hundred At those meetings respectively and at the first meeting of the Company and of the Joint Committee as the case may be to be held in each succeeding year all the members of the New Committee representing the Company or as the case may be the Joint Committee shall retire from office and the directors of the Company or as the case may be the Joint Committee shall as soon as may be nominate from amongst themselves members of the New Committee to supply the place of those retiring from office.

A.D. 1898.

Members of the New Committee retiring from office shall nevertheless be competent to act until their successors are nominated as aforesaid.

Any member of the New Committee retiring from office shall be capable of re-nomination.

Members of New Committee to vacate office in certain events.

9. If any member of the New Committee cease to be a director of the Company or as the case may be a member of the Joint Committee he shall ipso facto cease to be a member of the New Committee and the directors of the Company or as the case may be the Joint Committee shall as soon as may be nominate from among themselves a member of the New Committee to supply his place.

Resignation of members of New Committee.

10. Any member of the New Committee may at any time resign his office as such member at any meeting of the New Committee or by writing addressed to the chairman for the time being of the New Committee and the directors of the Company or as the case may be the Joint Committee shall as soon as may be nominate from among themselves a member of the New Committee to supply his place The resignation of a member of the New Committee of his office as such shall not affect his office of a director of the Company or as the case may be of a member of the Joint Committee.

Acts of New Committee not to be invalidated &c.

11. No act of the New Committee shall be invalid or illegal by reason only of any irregularity in the election or continuance in office of any director of the Company or as the case may be in the appointment of any member of the Joint Committee or of any person not qualified or ceasing to be qualified acting as a member of the New Committee.

First meeting of New Committee.

12. The first meeting of the New Committee shall be held at such time and place as shall be specified in a notice signed by the secretary for the time being of the Company delivered to each member of the Committee or sent by registered letter addressed to him at his usual residence or place of business not later than seven days before the day appointed for the meeting.

Quorum of New Committee.

13. The quorum at all meetings of the New Committee from time to time shall be four.

New Committee to elect chairman &c.

14. A chairman shall be elected at each meeting of the New Committee from the members present but alternately from the members representing the Company and the Joint Committee respectively.

Application of parts of Companies Clauses Act to New Committee.

15. The following sections of the Companies Clauses Consolidation Act 1845 shall apply to the New Committee and to its members and officers (namely) :—

Section ninety-seven with respect to the making of contracts ;

Section ninety-eight with respect to the entry of proceedings;
Section ninety-nine with respect to the validity of proceedings;
Section one hundred with respect to liability and indemnity;
Sections one hundred and nine to one hundred and fourteen with respect to the accountability of officers:

And in construing these sections for the purposes of this Act the expression "the company" shall mean the New Committee and the expression "the directors" shall mean the members of the New Committee.

Accounts half-yearly balance sheets &c.

16. The New Committee shall cause proper books of account and other books in relation thereto to be kept and shall prepare half-yearly balance sheets to the thirtieth day of June and the thirty-first day of December in each year showing in all necessary details the receipts and expenditure of the New Committee and the amount of the net balance in accordance with the provisions of the scheduled agreement and of this Act divisible between or payable by the Company and the Joint Committee and shall report the same each half year on or before the first day of August or the first day of February as the case may be to the board of directors of the Company and to the Joint Committee.

Remuneration of members of New Committee.

17. The remuneration of the members of the New Committee representing the Company shall be such as the Company shall from time to time in general meeting determine or approve and may if the meeting so determine be in addition to their remuneration as directors of the Company The remuneration of members of the New Committee representing the Joint Committee shall be such as the Midland Railway Company or the Great Northern Railway Company respectively represented on the Joint Committee shall from time to time in general meeting determine or approve with respect to the members representing the respective Company and may if the respective meeting so determine be in addition to their remuneration as directors of the respective Company or as members of the Joint Committee The remuneration of members of the New Committee as such shall be paid as part of the expenses of the New Committee.

Standing arbitrator.

18. At the first meeting of the New Committee and subsequently at the first meeting of the New Committee in each year a standing arbitrator shall be appointed to determine questions submitted to him under the provisions of this Act The standing arbitrator unless the whole of the members of the New Committee present and voting at a meeting of the Committee holden not earlier than the seventh day after notice calling the meeting and specifying

A.D. 1898.

the object of the meeting agree in the choice of an arbitrator shall from time to time be a person nominated by the Board of Trade on the application of the Company or of the Joint Committee.

Application of Arbitration Act 1889.

19. This Act shall be deemed to be a submission within the meaning and for the purposes of the Arbitration Act 1889 by the members of the New Committee representing the Company and the Joint Committee respectively and also by the Company and the Joint Committee of all matters which by this Act are referred to the decision of the standing arbitrator.

Standing arbitrator to hold office for one year:

20. Every standing arbitrator chosen or appointed under the provisions of this Act shall continue in office for one year from the time of his appointment unless in any case the office is sooner vacated by death incapacity to act resignation or otherwise in which case a standing arbitrator shall be chosen or appointed in his place in manner herein-before provided but to hold office only to the end of the year for which his predecessor was appointed.

But may be reappointed.

21. Any standing arbitrator vacating office shall be capable of reappointment.

Questions to be decided by majority of votes.

22. Subject as in this Act provided all questions arising at a meeting of the New Committee shall be decided by a majority of the members present at the meeting but it shall be competent for the New Committee to reconsider any question so decided at the next meeting of the New Committee if any two members of the New Commiittee whether present or not at the meeting at which the decision was arrived at shall by writing addressed to the chairman or secretary of the New Committee so request.

References to standing arbitrator.

23. If any question arise at a meeting of the New Committee and upon such question any two members dissent from the decision of the majority then on the request of such two members delivered to the chairmau or secretary of the New Committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him.

Decisions of standing arbitrator to be final.

24. The decision of the standing arbitrator shall in all cases be final and binding on the New Committee and on the Company and the Joint Committee notwithstanding that his term of office expires before his decision shall have been given.

Review of decisions.

25. The standing arbitrator shall nevertheless on the request in writing of any two members of the New Committee review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have prospective operation only

and shall not affect anything done or suffered under the decision reviewed.

Remuneration of standing arbitrator.

26. The remuneration of the standing arbitrator shall be fixed from time to time by the New Committee and shall be paid as part of the expenses of the New Committee.

Recovery of existing debts.

27.—(1.) All debts at the passing of this Act due to or from the Midland and Great Northern Railway Companies and the Joint Committee and the Company respectively in respect of any railway or portion of railway the powers in relation to which are by this Act transferred to and vested in the New Committee with all interest (if any) due or to accrue due thereon shall be paid to or by and may be recovered by or against the said Companies or Committee or the Company as the case may be.

Pending actions &c.

(2.) Actions indictments arbitrations and proceedings by or against the Midland and Great Northern Railway Companies or the Joint Commitee or the Company or to which any of the said Companies or the Joint Committee or the Company is a party in relation to any such railway or portion of railway pending at the passing of this Act and any proceedings in connexion therewith or consequent thereon may be continued and prosecuted as if this Act had not been passed.

Saving for rights of action and suit &c.

(3.) Any right or cause of action existing at the passing of this Act or any proceeding taken after the passing of this Act but in respect of any claim or liability existing at the passing of this Act and brought or prosecuted by or against or in favour of any of the said Companies or of the Joint Committee shall enure to or against or in favour of such Companies or Company or the Joint Committee as if this Act had not been passed.

Transfer to and vesting in New Committee of certain powers as to authorised railways.

28. On the passing of this Act there shall be by this Act transferred to and vested in the New Committee—

(A) All the powers rights and privileges transferred to and vested in the Midland and Great Northern Railway Companies and the Joint Committee respectively by the Midland and Great Northern Railway Companies (Eastern and Midlands Railway) Act 1893 with respect to the construction maintenance use ownership and management of so much but so much only of the railway authorised by the Eastern and Midlands Railway (Further Powers) Act 1888 and therein called "the Mundesley Branch" (now in course of construction) as lies or will lie between the junction therewith of the railway first described in and authorised by section 5 of the Great Eastern Railway (General Powers) Act 1896 and the authorised termination of the said Mundesley Branch;

A.D. 1898.

(B) All the powers rights privileges and liabilities of the Joint Committee for or connected with the making maintaining and use of (A) so much but so much only of Railway No. 1 described in and authorised by section 21 of the Midland Railway Act 1896 as lies or will lie between the termination of the Cromer Junction No. 2 by this Act authorised and the authorised termination of the said Railway No. 1 and (B) the Railway No. 2 described in and authorised by the said section 21 of the Midland Railway Act 1896; and

(C) All the powers rights privileges and liabilities of the Company for or connected with the making maintaining and use of (1) so much of the Railway No. 1 authorised by the Company's Act of 1897 as lies or will lie between the junction therewith of the connecting line at Yarmouth by this Act authorised and the authorised termination of the said Railway No. 1 in the parish of Lowestoft by a junction with existing lines of the Company and (2) so much of the Railway No. 2 authorised by the Company's Act of 1897 as is not by this Act required to be abandoned;

including in each case powers for the purchase and taking of lands by compulsion and otherwise and for taking levying and recovering tolls rates and charges together with the benefit of all contracts entered into by the Midland and Great Northern Railway Companies and the Joint Committee and the Company respectively with respect thereto and the New Committee may exercise and enjoy all or any of the rights powers privileges and authorities so transferred to and vested in them as fully and effectually in all respects as the Midland and Great Northern Railway Companies or the Joint Committee or the Company as the case may be might have exercised and enjoyed the same if this section of this Act had not been passed Provided always that no power contained in any of the Acts in this section mentioned of raising money shall be transferred to or vested in the New Committee Provided further that the New Committee shall in respect of the railways or portions of railways the powers in relation to which are transferred to and vested in them be subject to the contracts obligations debts and liabilities of the said Companies and the Joint Committee and the Company respectively in relation thereto.

Acts to apply to New Committee.

29. All the provisions of the several Acts mentioned or referred to in the last preceding section of this Act except those relating to the raising of money as aforesaid shall (so far as applicable and subject to the provisions of this Act) have effect as if the New Committee had been named therein instead of the Midland and

Great Northern Railway Companies or the Joint Committee or the Company as the case may be. A.D. 1898.

Payment for railways transferred to New Committee.

30. The New Committee shall repay to the Company and to the Joint Committee respectively all moneys expended by the Company or the Joint Committee respectively for or in relation to the acquisition of land for and the construction of the railways or portions of railways which or the powers in respect of which are transferred by this Act to the New Committee The amount so expended shall be agreed between the New Committee on the one hand and the Company or the Joint Committee as the case may be on the other hand or failing agreement shall be settled by arbitration as by this Act provided.

Power to Company to execute works and take lands.

31. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the works herein-after described in the county of Norfolk together with all necessary stations sidings approaches and other works and conveniences connected therewith and may enter on 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) A junction railway ("the Cromer Junction No. 1") 4 furlongs and 7·60 chains or thereabouts in length commencing by a junction with the Company's East Norfolk line and terminating by a junction with the Joint Committee's authorised Cromer and Mundesley line :

(2) A junction railway ("the Cromer Junction No. 2") 4 furlongs and 6·20 chains or thereabouts in length commencing by a junction with the Joint Committee's line from Cromer to Sheringham and terminating by a junction with the said authorised Cromer and Mundesley line.

Power to Joint Committee to execute works and take lands.

32. Subject to the provisions of this Act the Joint Committee may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the railway herein-after described in the county of Norfolk with all necessary stations sidings approaches and other works and conveniences connected therewith and may enter on 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 :

A.D. 1898.

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

A railway ("the connecting line at Yarmouth") 4 furlongs and 5 · 17 chains or thereabouts in length commencing by a junction with the Great Yarmouth and Lowestoft Railway authorised by the Midland and Great Northern Railways Joint Committee Act 1897 and terminating by a junction with the Railway No. 1 authorised by the Company's Act of 1897.

Power to New Committee to execute works and take lands.

33. Subject to the provisions of this Act the New Committee may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the deviation herein-after described in the county of Norfolk with all necessary stations sidings approaches and other works and conveniences connected therewith and may enter on 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 deviation herein-before referred to and authorised by this Act is the following (that is to say) :—

A deviation of the Railway No. 2 authorised by the Company's Act of 1897 such deviation to commence in the parish of Bacton and to terminate in the parish of Walcott.

Power to cross certain roads on the level.

34. Subject to the provisions of the Railways Clauses Consolidation Act 1845 and of Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the New Committee may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say) :—

Railway.	No. on deposited Plan.	Parish.	Description of Road.
Deviation of the Railway No. 2 -	14	Bacton - -	Public.
	20	Bacton - -	Public.
	1	Ridlington -	Public.

For protection of the county council of Norfolk.

35. For the protection of the county council of the county of Norfolk the following provisions shall (unless otherwise agreed in writing) have effect :—

In altering the road numbered on the deposited plans 5 in the parish of Northrepps in the county of Norfolk the Company

shall construct the approaches to the bridge for carrying such altered road over the Cromer Junction No. 1 by this Act authorised with gradients not exceeding 1 in 40 and the said road between the parapets of the bridge and throughout such alteration shall be made of the width of 30 feet The said approaches shall be properly metalled with granite and shall be constructed and completed to the reasonable satisfaction of the county surveyor and shall thereafter be kept in repair by the Company:

In carrying out the deviation by this Act authorised of the Railway No. 2 authorised by the Company's Act of 1897 the New Committee shall construct a bridge having a span of not less than 25 feet with a headway of not less than 15 feet for carrying the road numbered on the deposited plans 8 in the parish of Bacton under the said deviated railway The width of the roadway forming the approaches to such bridge shall not be less than 30 feet and the gradients of the said approaches shall not be steeper than 1 in 30 throughout The said approaches shall be constructed and completed to the reasonable satisfaction of the county surveyor and shall thereafter be kept in repair by the Company.

For protection of Great Eastern Railway Company.

36. The following provisions for the protection of the Company with respect to the construction and maintenance of "the connecting line at Yarmouth" (in this section referred to as "the railway") shall unless otherwise agreed between the Company and the Joint Committee apply and have effect (that is to say):—

(1) The Joint Committee shall not without in every case the previous consent of the Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to the Company except only so far as shall be necessary for the purpose of making and maintaining the railway as the same is according to this Act to be constructed over the Yarmouth and Beccles line of the Company:

(2) With respect to any land of the Company which the Joint Committee is by this Act authorised to use enter upon or interfere with the Joint Committee shall not purchase or take the same but the Joint Committee may purchase and take and the Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Joint Committee might purchase and take the same The price or compensation to be paid for the acquisition of such easement shall in case of dispute be

A.D. 1898.

settled in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

(3) The crossing of the railway over the Yarmouth and Beccles line of the Company shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer of the Company (herein-after called "the principal engineer") or in case of difference as shall be determined by arbitration as herein-after provided:

(4) The bridge carrying the railway over the Yarmouth and Beccles line of the Company shall be constructed with a span or opening of not less than 50 feet measured on the square and with a clear headway of not less than 14 feet above the rails of the Yarmouth and Beccles line and the Joint Committee shall prior to and during the construction of the said bridge adopt such precautions and erect and maintain such permanent or temporary structures for the protection of the said railway of the Company and for the safety of the traffic thereon as shall be specified or required in writing by the principal engineer or in case of difference as shall be determined by arbitration as herein-after provided:

(5) If by reason of the construction of the railway it shall become necessary to add to or alter the signal or signals upon the said Yarmouth and Beccles line of the Company the same shall be so added to or altered by that Company and the reasonable expense thereof shall on demand be repaid to them by the Joint Committee:

(6) The railway where the same will be made across or will otherwise interfere with any railway siding or other work belonging to the Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer of the Joint Committee shall (subject as aforesaid) be determined by arbitration in manner herein-after provided:

(7) The Joint Committee shall take all possible precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Company:

(8) The Joint Committee shall bear and on demand pay to the Company the expense of the employment by them during the execution of any work affecting any railway siding or other work of the Company of a sufficient number of inspectors watchmen and signalmen to be appointed by the Company for watching and signalling the same with reference to and during the execution of any such work of the Joint Committee and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Joint Committee or their contractors or any person in the employ of the Joint Committee or of their contractors with reference thereto or otherwise:

(9) If by reason of the execution of any of the works or any proceedings of the Joint Committee or the failure of any such works or any act or omission of the Joint Committee or of their contractors or of any person in the employ of the Joint Committee or of their contractors or otherwise any railway siding or other work of the Company shall be injured or damaged such injury or damage shall be forthwith made good by the Joint Committee at their own expense or in the event of their failing so to do then the Company may make good the same and recover the expense thereof against the Joint Committee And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Company by reason of any of the matters or causes aforesaid the Joint Committee shall pay to the Company all costs and expenses to which the Company may be put as well as full compensation:

(10) The Joint Committee shall at all times maintain the bridge and other works by which the railway is carried over the Yarmouth and Beccles line of the Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer And if and whenever the Joint Committee fail so to do the Company may make and do in and upon as well the lands of the Joint Committee as their own lands all such works and things as the Company reasonably think requisite in that behalf and the sum from time to time certified by the principal engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Joint Committee:

(11) If any difference shall arise between the Joint Committee and the Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be determined by arbitration in the manner provided by the Railway Companies Arbitration Act 1859.

A.D. 1898.

Extinguishing rights of way.

37. All public or private rights of way or other rights (if any) over or affecting any road or way or any portion thereof authorised to be diverted or stopped up under the powers of this Act or over any railway of the Company or the Joint Committee or the New Committee as the case may be at the point or points at which it is now crossed by any such road or way or 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.

Compensation to be made in respect of private rights extinguished.

38. The Company or the Joint Committee or the New Committee as the case may be 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.

Roads not to be stopped up until substitution completed.

39. The Company or the Joint Committee or the New Committee as the case may be shall not stop up and discontinue for public traffic any road or way or portion of road or way 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.

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

40. The sites and soil of so much as under the powers of this Act the Company or the Joint Committee or the New Committee as the case may be shall stop up and discontinue for public traffic of any road or way are by this Act vested (as to so much thereof as is bounded on both sides by land of the Company and the Joint Committee and the New Committee or any or either of them as the case may be) in the Company or the Joint Committee or the New Committee as the case may be 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 or the Joint Committee or the New Committee as the case may be as if such lands had been purchased by the Company or the Joint Committee or the New Committee as the case may be but the mines had not been expressly purchased.

Penalty imposed unless railways opened within the time limited.

41. If the Company or the Joint Committee or the New Committee as the case may be fail within the period limited by this Act to complete any railway by this Act authorised to be made by them respectively the Company in the case of any railway so authorised to be made by them and the Midland Railway Company and the Great Northern Railway Company jointly and severally in the case of the railway so authorised to be made by the Joint Committee and the Company and the Midland Railway Company and the Great Northern Railway Company jointly and each of them severally in the case of the deviation railway so authorised to be made by the New Committee or in the case of any railway the powers for the construction of which are by this Act transferred to and vested in that Committee shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the respective railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the respective railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company or Companies liable to such penalty was or were prevented from completing or opening the respective railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties.

42. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the respective railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon or

A.D. 1898.

transferred to the Company or the Joint Committee or the New Committee as the case may be by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company or Companies from whom the penalty is recovered is or are insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has or have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the respective Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the respective company.

Period for completion of works.

43. If any railway herein-before described and authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted or transferred to the Company or the Joint Committee or the New Committee as the case may be for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Power to owners to grant easements &c.

44. 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 or the Joint Committee or the New Committee as the case may be any easement right or privilege (not being an easement right or privilege of water in which other persons than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and 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.

Lands for extraordinary purposes.

45. The Company or the Joint Committee or the New Committee as the case may be 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

44

with their undertaking not exceeding in quantity ten acres in each case but nothing in that Act or in this Act shall exempt the Company or either of the said Committees from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section.

Period for compulsory purchase of lands.

46. The powers of the Company or the Joint Committee or the New Committee as the case may be 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.

Restriction on taking houses of labouring class.

47. Neither the Company nor the Joint Committee nor the New Committee shall under the powers of this Act purchase or acquire in any parish or urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purpose of this section the expression "labouring class" means mechanics artizans 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 thirty shillings a week and the families of any such persons who may be residing with them.

Tolls rates and charges.

48.—(1.) The Cromer Junction No. 1 and the Cromer Junction No. 2 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.

(2.) The connecting line at Yarmouth shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be part of the undertaking of the Joint Committee as if the same had been part of the Eastern and Midlands Railway at the date of the passing of the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order Confirmation Act 1892 and shall for all other purposes (but subject to the other provisions of this Act) be part of the undertaking of the Joint Committee as if the same had been vested in that Committee by the Midland and Great Northern Railway Companies (Eastern and Midlands Railway) Act 1893.

(3.) The deviation by this Act authorised of the Railway No. 2 authorised by the Company's Act of 1897 shall for the purposes of

A.D. 1898.

tolls rates and charges and in all other respects (but subject to the other provisions of this Act) be deemed to be part of the said Railway No. 2.

New Committee to maintain joint lines.

49. The New Committee shall maintain the several railways and portions of railway which or powers for the construction of which are by this Act transferred to and vested in them and all stations works and conveniences connected therewith respectively (hereinafter and in the scheduled agreement referred to collectively as and included in the expression "the joint lines" or "the joint railways") in good order and condition and shall subject to the provisions of this Act and the scheduled agreement have the exclusive control and management thereof for the equal benefit of the Company and the Joint Committee but nothing in this Act shall authorise the New Committee to work or use the same or any part thereof for traffic without the consent of the Company the Midland Railway Company and the Great Northern Railway Company under their respective common seals.

Company and Joint Committee to have equal rights of user &c.

50. The Company and the Joint Committee shall have respectively the right upon the terms of absolute equality with each other to run over and use the joint lines and every or any part or parts thereof as and when the same are from time to time respectively completed and in respect of traffic conveyed by them respectively over the joint lines or any part thereof may respectively from time to time demand levy and recover tolls rates and charges not exceeding those which are for the time being authorised to be taken thereon The powers by this section conferred upon the Joint Committee of running over and using the joint lines or any part or parts thereof may from time to time be exercised by the Midland Railway Company and the Great Northern Railway Company respectively to the extent but to the extent only to which the Joint Committee are by this Act authorised to exercise such powers and so that the rights of the Company to the half use of the joint lines or any part or parts thereof are not obstructed or interfered with.

Capital of New Committee to be provided by Company and Joint Committee equally.

51. All moneys required by the New Committee for expenditure on capital account shall be provided by the Company and the Joint Committee in equal proportions.

Power for New Committee to make calls.

52. The New Committee may on giving not less than one month's notice in writing to the Company and the Joint Committee make such calls as they think fit for the amounts to be provided by them respectively and may appoint the persons to whom and the times and places at which the calls are to be paid and if any such call be not paid in accordance with the provisions of this section the New

Committee may recover the same from the Company or the Joint Committee as the case may be in any court of competent jurisdiction.

Moneys required by Joint Committee to be provided by Midland and Great Northern Railway Companies equally.

53. All moneys required by the Joint Committee for any of the purposes of this Act shall be provided and paid to the Joint Committee by the Midland Railway Company and the Great Northern Railway Company in equal proportions and those Companies may respectively apply for or towards the payments to be so made by them respectively (which payments shall be deemed to be purposes to which capital of each Company is properly applicable) any sums of money which they respectively have raised or are authorised to raise by any other Act of this or any previous session and which are not required for the purposes to which they are by such Acts made specially applicable.

Receipts from traffic on joint lines to be paid to New Committee:

54. The Company and the Joint Committee respectively shall from time to time pay over to the New Committee all moneys received by them respectively for or in respect of the conveyance of traffic by them respectively over the joint lines subject to the deductions and allowances mentioned in that behalf in the scheduled agreement and shall respectively once at least in every month after the opening for traffic of the joint lines or any part thereof account with the New Committee upon the basis of this section.

Application thereof by New Committee.

55. The New Committee shall apply all the moneys so to be received by them in or towards paying the expenses of maintaining and managing the joint lines and every or any part or parts thereof in accordance with the provisions of this Act and the scheduled agreement and of the salaries and wages of all officers and servants employed by them and the remuneration of members of the New Committee and of the auditor or auditors of the accounts of the New Committee and of any referee appointed by such auditors and of the standing arbitrator and all other expenses which if the New Committee were an independent railway company would be properly payable by them out of revenue.

Deficiency to be made good by Company and Joint Committee equally.

56. If the moneys so to be received by the New Committee as aforesaid are at any time insufficient for the several payments to be made thereout as herein-before provided the deficiency shall be made good to the New Committee by the Company and the Joint Committee in equal proportions.

Net balance to belong to Company and Joint

57. The net balance if any of the moneys so to be received as aforesaid by the New Committee from the Company and the Joint Committee (other than the moneys paid on capital account) shall

A.D. 1898.

Committee in equal proportions.

belong to and be divided between the Company and the Joint Committee in equal proportions and the New Committee shall account with the Company and the Joint Committee respectively once at least in every year upon the basis of this section.

Audit of accounts of New Committee.

58. Unless and until the Company and the Joint Committee otherwise agree in writing the following provisions with respect to auditing the accounts of the New Committee shall have effect (that is to say):—

(1) Unless the Company and the Joint Committee agree upon and appoint in writing under the hands of their respective secretaries a single auditor there shall be two auditors of the accounts of the New Committee:

(2) The directors of the Company may from time to time under the hand of their chairman appoint one of such auditors and the Joint Committee may under the hand of the chairman of that Committee appoint from time to time the other of such auditors Every auditor so appointed shall hold office until his successor be appointed:

(3) The two auditors shall together audit the accounts of the New Committee:

(4) If the directors of the Company or the Joint Committee fail to appoint an auditor the other auditor appointed may act alone:

(5) The two auditors if there be two may and when necessary or in their opinion expedient shall appoint a chartered accountant as a referee to determine any difference (other than a difference by this Act referred to the standing arbitrator) which may arise between them or if they fail to appoint a referee or if at any time there be no referee a chartered accountant shall on the application of the secretary of either the Company or the Joint Committee be appointed referee by the President of the Institute of Chartered Accountants Every referee so appointed shall hold office until his successor be appointed notwithstanding that both or either of the auditors by whom he was appointed be no longer auditors or an auditor:

(6) In case any difference arises between the two auditors with respect to the accounts of the New Committee the same shall be determined by the referee and the accounts as signed and certified to be correct by the referee shall be deemed for all purposes to be correct and to have been duly audited.

Running powers to Company.

59. Upon and subject to the terms and conditions specified in that behalf in the scheduled agreement the Company may run over and use for all purposes of traffic so much and such parts of the

railways of the Joint Committee as lies or lie or will lie between the junction therewith of the Cromer Junction No. 2 and the Joint Committee's Sheringham Station and as regards traffic conveyed by them the Company may demand and take the same tolls rates and charges upon and in respect of the said portions of railway as are now authorised to be taken upon and in respect of such portions of railway The powers conferred upon the Company by this section shall be deemed to be the running powers referred to in Articles 16 and 17 of the scheduled agreement.

Running powers to Joint Committee.

60. Upon and subject to the terms and conditions specified in that behalf in the scheduled agreement the Joint Committee may run over and use for all purposes of traffic so much of the railway of the Company as lies between the Coke Ovens Junction Lowestoft and the passenger and goods stations of the Company situate between Denmark Road and Commercial Road Lowestoft and as regards traffic conveyed by them the Joint Committee may demand and take the same tolls rates and charges upon and in respect of the said portion of railway as are now authorised to be taken upon and in respect of such portion of railway The powers conferred upon the Joint Committee by this section shall be deemed to be the running powers referred to in Articles 3 and 4 of the scheduled agreement.

Company to abandon part of Railway No. 2 authorised by their Act of 1897.

61. The Company shall abandon and relinquish the construction of so much of the Railway No. 2 authorised by the Company's Act of 1897 as lies or would lie between the commencement and termination of the deviation of that railway by this Act authorised.

Joint Committee to abandon part of their Great Yarmouth and Lowestoft Railway.

62. The Joint Committee shall abandon and relinquish the construction of so much of their authorised Great Yarmouth and Lowestoft Railway as lies or would lie between the commencement of the connecting line at Yarmouth by this Act authorised and the termination of the said authorised railway.

Compensation for damage to land by entry &c. for purposes of works abandoned.

63. The abandonment by the Company or as the case may be by the Joint Committee under the authority of this Act of parts of their respective authorised railways shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company or as the case may be of the Joint Committee on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company or as the case may be by the Joint Committee to receive compensation for such temporary occupation or for any loss damage or injury

A.D. 1898.

which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Company's Act of 1897 or as the case may be the Midland and Great Northern Railways Joint Committee Act 1897.

Compensation to be made in respect of works abandoned.

64. Where before the passing of this Act any contract has been entered into or notice given by the Company or as the case may be by the Joint Committee for the purchasing of any land for the purposes of or in relation to any portion of the railway authorised to be abandoned by this Act the Company or as the case may be the Joint Committee shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company or as the case may be by the Joint Committee to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to apply existing funds.

65. The Company and the Midland Railway Company and the Great Northern Railway Company may respectively raise and apply for or towards any of the purposes of this Act relating to them respectively to which capital is properly applicable any money which they are respectively already authorised or may be respectively authorised by any other Act of this present session 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.

Provision as to general Railway Acts.

66. Nothing in this Act contained shall exempt the Company or any other railway company or the Joint Committee or the New Committee 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 or committee.

Expenses of Act.

67. 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 and the Joint Committee in equal proportions.

The SCHEDULE referred to in the foregoing Act.

Heads of Agreement dated the 18th day of March 1897 between The Great Eastern Railway Company (herein-after designated "the Great Eastern Company") of the first part and The Midland and Great Northern Railways Joint Committee (incorporated under the Midland and Great Northern Railway Companies (Eastern and Midlands Railway) Act 1893) (herein-after designated "the Committee") of the second part.

Whereas the Great Eastern Company and the Committee are severally promoting in the present session of Parliament Bills seeking authority for (inter alia) the construction of railways between Yarmouth and Lowestoft occupying in part the same ground and inconsistent with each other:

And whereas the Great Eastern Company are seeking powers over the North Walsham and Mundesley Railway of the Committee which are opposed by that Committee and the Committee are seeking powers for the construction of a railway at Lynn which are opposed by the Great Eastern Company:

And whereas discussions between the companies parties hereto have resulted in the acceptance by the respective boards of the terms of the arrangement herein expressed:

Now these presents witness that it is hereby agreed by and between the parties hereto subject to the approval of the proprietors of the respective companies so far as the same may be required by law or by procedure of Parliament:—

AS TO YARMOUTH AND LOWESTOFT.

1. The Bill promoted by the Great Eastern Company shall not be opposed in Parliament by the Committee.

2. The Yarmouth and Lowestoft Railways promoted by the Committee shall be withdrawn except—

So much of Railway No. 1 as extends from the commencement thereof to the crossing over the Great Eastern Company's Yarmouth and Beccles Line and Railway No. 2;

and these shall not be opposed in Parliament by the Great Eastern Company.

3. The following powers shall be sought from Parliament in the session of 1898 by the several parties hereto:—

(1) Power to the Committee to construct a junction between the proposed Railway No. 1 as curtailed and the Yarmouth and Lowestoft Railway of the Great Eastern Company:

A.D. 1898.

(2) The transfer to the ownership and control of a committee constituted as herein-after provided and herein-after called "the New Committee" of the powers to construct and maintain so much of the Yarmouth and Lowestoft Railway of the Great Eastern Company as will extend from the junction therewith of the Junction Railway described in subsection (1) above and the proposed termination thereof at Lowestoft herein-after called the Coke Ovens Junction Lowestoft:

(3) Powers to the Committee to run over and use for all purposes of traffic the railway of the Great Eastern Company situate between the Coke Ovens Junction Lowestoft and the passenger and goods stations of the Great Eastern Company at Lowestoft situate between Denmark Road and Commercial Road:

The running powers under this subsection are to include the use of sidings warehouses and wharves and all necessary and proper facilities for the convenient reception working and delivery of traffic and shall include the right to perform clerkage and cartage:

(4) Facilities to the Committee including through rates and charges and through waggons between places on and beyond the Committee's railway and the Lowestoft Harbour and the Fish Market docks and wharves of the Great Eastern Company at Lowestoft.

This article however shall not be taken to apply to Great Eastern non-competitive local traffic.

4. The terms upon which the running powers granted by subsection (3) of the last article may be exercised shall be the following:—

(A) In respect of all goods cattle and coal traffic the Great Eastern Company shall be paid or allowed a mileage proportion as if the distance passed over on the Great Eastern line were 2½ miles and this mileage proportion shall be guaranteed to the Great Eastern Company by the Committee:

(B) In respect of coaching traffic the Great Eastern Company shall be paid or allowed the usual Clearing House terminals for the time being and a mileage proportion as if the distance passed over the Great Eastern line were 2½ miles and this mileage proportion shall be guaranteed to the Great Eastern Company by the Committee:

(C) In respect of all goods and cattle traffic loaded or unloaded at the Great Eastern Company's goods station sidings or warehouses or wharves the Great Eastern Company shall be paid the usual Clearing House terminals for the time being in force and in respect of all coal 2*d.* per ton:

(D) In respect of all goods and coaching traffic received from or delivered at or passing over or arising at the Lowestoft Harbour or Fish Markets or docks or wharves the Great Eastern Company shall be paid 1s. 6*d.* per ton and for all coals 3*d.* per ton in addition to the terminals provided for in subsections (B) and (C). These allowances to be guaranteed to the Great Eastern Company by the Committee.

5. The Great Eastern Company shall provide station accommodation at Lowestoft for the coaching traffic carried in the trains of the Committee and for that purpose shall enlarge the present passenger station and shall also provide such clerks agents porters and servants as may be necessary or

reasonable for the conduct of such coaching traffic subject to the payment of rent such rent to be agreed or settled by arbitration.

6. The Great Eastern Company shall provide the Committee if called upon to do so with a separate booking and parcels office in the station and the Committee shall if it so desires provide its own booking and parcels clerks But with the exception of such offices the Great Eastern Company shall not in order to provide the accommodation required be called upon to enlarge or extend the passenger station at Lowestoft otherwise than is provided by Article 5.

7. If any difference should arise between the Committee and the Great Eastern Company in regard to the accommodation to be provided or the nature extent or sufficiency of the services and duties so to be performed such difference shall be referred to arbitration.

8. The Great Eastern Company shall (unless relieved from the obligation herein provided) provide accommodation for the goods cattle and coal traffic of the Committee Such accommodation shall include all officers clerks porters cartage staff and services reasonably necessary for the convenient conduct of the traffic Provided always that the Great Eastern Company shall not in order to provide such accommodation be hereafter required to enlarge or extend their goods station If any difference shall arise between the Committee and the Great Eastern Company as to the accommodation to be provided or the nature extent or sufficiency of the services and duties so to be performed such difference shall be referred to arbitration.

9. Such accommodation as is mentioned in Articles 5 and 8 shall not include the providing for the trains of the Committee water stores or locomotive shed accommodation unless the Committee shall require these things or any of them to be provided for their use If required they shall be provided by the Great Eastern Company and paid for by the Committee at reasonable prices to be agreed or failing agreement to be determined by arbitration.

10. If the Committee provide separate accommodation for either coaching goods coal or cattle traffic the right of the Committee to use the stations of the Great Eastern Company at Lowestoft for that traffic shall absolutely cease but the Committee shall be still liable to pay the Great Eastern Company the allowances provided for in Article 4 subsection (D) in respect of the traffic received from or delivered at or passing over or arising at the Lowestoft Harbour or Fish Markets or docks or wharves.

11. If the Committee elect to provide its own separate clerks and cartage staff the Committee shall be entitled to receive from the terminals provided for in Article 4 subsection (C) reasonable allowances to be agreed on.

12. Each of the parties hereto shall have the right of forming junctions or siding connexions with the joint line but the other party hereto may require that any such works shall be constructed jointly Provided that on the traffic described in subsection (D) of Article 4 passing over such sidings or junctions the Committee shall still pay to the Great Eastern Company the extra allowances provided for in that subsection.

A.D. 1898.

NORTH NORFOLK DISTRICT.

13. The Great Eastern Company's line from Mundesley to Happisburgh not to be opposed by the Committee.

14. Application to be made to Parliament in session of 1898 for powers to transfer to the New Committee all powers of the parties hereto for the construction ownership management and control of the following lines :—

(A) The North Walsham and Mundesley Railway now in course of construction by the Committee :

(B) The authorised Cromer and Mundesley Railway :

(C) The proposed Mundesley and Happisburgh Railway.

15. The application to Parliament to include powers to the Great Eastern Company to construct the following lines :—

(1) A junction at Cromer between the Cromer and Mundesley Railway and the Great Eastern Railway :

(2) A junction (if found practicable) between the Cromer and Mundesley Railway and the Committee's Railway between Cromer and Sheringham so as to enable Great Eastern trains to run direct to Sheringham.

16. The application to Parliament also to include running powers to the Great Eastern Company between either (1) the Cromer end of the Cromer and Mundesley line and the Sheringham Station (for Sheringham and Runton traffic only) and into the Cromer Beach Station if necessary or (2) the junction prescribed by the last clause and the Committee's Sheringham Station.

17. Such running powers and passenger and goods station arrangements to be similar in extent and terms where applicable to those conferred on the Committee at Lowestoft except (1) that the Committee shall be allowed actual mileage over their line instead of $2\frac{1}{2}$ miles and (2) that the traffic for Sheringham and Runton shall be accounted for as if carried viâ North Walsham and Mundesley.

AS TO BOTH YARMOUTH AND LOWESTOFT AND NORTH NORFOLK DISTRICTS.

18. In the division of receipts on all kinds of through traffic carried over any portion of the joint lines the Committee and the Great Eastern Company shall credit the New Committee with the actual mileage proportion subject to usual deductions The terminals to be allowed the New Committee at their stations to be the usual Clearing House terminals with 2*d.* per ton on coals.

19. The running company to be allowed $33\frac{1}{3}$ per cent. of an ordinary mileage proportion of the gross receipts after deduction of terminals as working expenses and $16\frac{2}{3}$ per cent. upon the bonus mileage at Lowestoft provided by Acticle 4 subsections (A) and (B).

NEW COMMITTEE. A.D. 1898.

20. The Bill of 1898 to constitute a Joint Committee consisting of four directors of the Great Eastern Company and four directors of the Committee to be called the Norfolk and Suffolk Joint Railways Committee herein-before and herein-after described as the New Committee.

21. The New Committee to be incorporated with a common seal and to be empowered to construct and maintain the several railways herein-before agreed to be made joint.

22. The Bill to provide for absolute equality as regards the use and management of the joint lines between the Great Eastern Company on the one hand and the Committee on the other any differences being adjusted by a standing arbitrator.

23. The New Committee to have power to make calls for capital expenditure as required one moiety thereof being supplied by the Great Eastern Company and the other moiety thereof being supplied by the Committee.

24. The Great Eastern Company and the Committee to have the absolute power of fixing their own fares rates and charges for the conveyance of traffic over the joint lines and portions of the railways over which running powers are granted passing on to or over any part of the other lines of either or on to or over the lines of other companies and for traffic between places for which an alternative route exists for companies wholly or in part independent of the joint lines.

25. Accounts to be kept of the receipts and expenses of the joint lines as if they formed an independent railway and the net receipts to be divided or the net deficiency made good by the parties hereto in proportion to their representation upon and contribution to the capital of the New Committee.

26. The Midland and Great Northern Railway Companies respectively may in the exercise of their separate powers over the Committee's railway run over and use the proposed joint railways to the extent only to which the Committee are entitled to use the same and so that the rights of the Great Eastern Company to an equal half use of such railways or any part thereof is not obstructed or interfered with.

AS TO KING'S LYNN.

27. The Austin Street Branch of the Committee now before Parliament to be withdrawn and the difference between the Committee and the Great Eastern Company as to the extension of the goods station at Lynn of the Great Eastern Company shall be referred to arbitration within twelve months from the passing of the Great Eastern Railway (New Lines in Norfolk and Suffolk) Act 1897 under the provisions provided for the purpose in the agreement of the 6th April 1869.

28. Any difference arising between the parties hereto as to the meaning of this agreement or as to any matter or question to which this agreement

A.D. 1898.

relates shall be determined by arbitration in manner provided by the Arbitration Act 1889.

In witness whereof the Great Eastern Railway Company and the Midland and Great Northern Railways Joint Committee have caused their respective common seals to be hereunto affixed the day and year first above written.

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 Common Seal of the Great Eastern Railway Company.

The common seal of the Midland and Great Northern Railways Joint Committee was hereunto affixed in the presence of

DE RAMSEY
Director.

The Common Seal of the Midland and Great Northern Railways Joint Committee.

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