

[Private and for use of  
Company only.]

SOUTHERN. 291

# Agreement

BETWEEN

**The London and North Eastern  
Railway Company**

AND

**Major & Company, Limited,**

as to junction, sidings and works at Killingholme, in the County of Lincoln.

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Dated 19th October, 1926.

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Stamp 12/6.

**An Agreement** made this nineteenth day of October one thousand nine hundred and twenty-six BETWEEN THE LONDON AND NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Railway Company") by Alexander Wilson their Divisional General Manager (Southern Area) of the one part and MAJOR AND COMPANY LIMITED whose registered office is situate at 12 Norfolk Street Strand in the County of London (hereinafter called "the Traders") of the other part WHEREBY IT IS MUTUALLY AGREED AND DECLARED as follows namely :—

Railway Company  
to receive and  
deliver Traders'  
traffic by means  
of siding coloured  
red

1. The Railway Company will during the continuance of this Agreement by means of the junction and siding shown and coloured red upon the plan hereto annexed which has already been constructed at the expense of the Traders partly upon the railway and land of the Railway Company (edged green upon the said plan) and partly upon the adjoining land of the Traders at Killingholme in the County of Lincoln receive and deliver the traffic of the Traders on their sidings constructed upon the adjoining lands of the Traders and partly shown and coloured blue upon the said plan

Repairs

2. The said junction and siding coloured red and the electrical appliances and works connected therewith and the gate hereinafter mentioned shall during the continuance of this Agreement be repaired and maintained by the Railway Company and the expenses incurred by them in so doing as from time to time certified by their Engineer (Southern Area) for the time being (hereinafter called "the Engineer" whose certificate shall be conclusive) shall be paid by the Traders to the Railway Company on demand. The charge for the maintenance of the permanent way of the junction and siding coloured red shall be at the rate of one pound per lineal chain of single road per annum measured from the points forward for labour in addition to the cost of all materials used. The said sidings coloured blue on the said plan shall during the continuance of this Agreement be repaired and maintained by and at the cost of the Traders to the satisfaction of the Engineer

Acknowledgment

3. The Traders shall pay to the Railway Company as from the first day of January last the sum of three pounds per annum by way of rent for easement over their land upon which the said junction and siding coloured red are constructed the said sum to be payable on the first day of January in every year and the first payment to be made on the first day of January next

4. The Traders shall duly pay all rates taxes and assessments of whatsoever description which shall be levied and assessed upon the said junction sidings and works or any of them and will refund to the Railway Company any sums which they may be required to pay in respect thereof

Rates and taxes

5. The Traders shall from time to time on demand repay to the Railway Company all sums of money which shall be certified by their Secretary or Divisional General Manager (Southern Area) to have been expended by them for the uniform wages and stores of or otherwise in relation to every signaller appointed by the Railway Company to work the signals locking-gear and electrical appliances in connection with the said junction and if and so long as the Railway Company shall not think it necessary to appoint signallers the Traders shall from time to time on demand pay to the Railway Company all expenses attending the working of the points of the said junction by other servant or servants of the Railway Company and the expense of maintaining the said signals locking-gear and electrical appliances connected therewith or such reasonable proportion thereof as shall be determined by an authorized officer of the Railway Company

Signalling

6. The Traders will during the continuance of this Agreement consign and forward the whole of their traffic to and from the said sidings and cause such traffic as they can control to be consigned and forwarded by the line and in the trains of the Railway Company provided the rates charged by them in respect of such traffic shall not exceed the amount which would be chargeable by any other company or route for similar traffic carried between the same points and the Traders will pay the rates in force for the time being charged in respect of similar traffic carried between the several places to which such rates shall apply and Killingholme Station

Traffic and rates

7. If in the opinion of the Divisional General Manager (Southern Area) for the time being of the Railway Company any additional siding accommodation should be necessary for full or empty wagons passing to and from the Traders' works or for the efficient and economical working of the traffic to and from the same the Traders shall and will forthwith upon the request of the said Divisional General Manager from time to time construct to the satisfaction of the Engineer upon their own land and maintain all such additional siding accommodation at their own expense

Provision of additional siding accommodation

8. The Traders and the servants employed by them shall at all times during the continuance of this Agreement when upon the Railway Company's land be under the control of their Station Master or Agent for the time being at their Killingholme Station

Traders and servants when on Railway Company's land to be under control of their Station Master

or other authorized officer of the Railway Company and shall comply with the reasonable regulations orders and directions of the Railway Company and of their authorized officers and in the event of any of the said servants not complying therewith or otherwise misconducting themselves such servants shall upon the request of an authorized officer of the Railway Company be prohibited by the Traders from coming upon the Railway Company's premises

#### Indemnity

9. The Traders shall be responsible for and shall keep the Railway Company indemnified against all costs damages expenses claims or demands which the Railway Company may incur or sustain in respect of any accident damage or injury of every description occurring in working the traffic over the said junction and sidings unless such accident damage or injury shall be caused by the wilful neglect or misconduct of the servants of the Railway Company

Railway Company  
to be at liberty  
to take up and  
relay siding if  
they require to  
use their land

10. If the Railway Company should at any time during the continuance of this Agreement require for the purposes of their railway to construct any additional or other works over land belonging to them upon which the said junction and siding coloured red or any part thereof are constructed and laid down and for such purposes shall find it to be necessary to remove the said junction and siding or part thereof they shall be at liberty (upon giving to the Traders one calendar month's notice in writing) to take up and remove the whole or any part of the same junction and siding but they shall in that event with all possible despatch construct and relay the same or such part thereof as may be taken up and removed upon other land belonging to them or to be provided by and at the cost of the Traders in as convenient a manner as in the opinion of the Engineer circumstances will admit but the Railway Company shall not be liable to pay any compensation to the Traders in respect of any loss sustained by them by reason of such alteration as aforesaid in the said junction and siding coloured red

Railway Company  
to be at liberty  
to connect siding  
with other sidings

11. It shall be lawful for the Railway Company at any time hereafter to connect that part of the said siding coloured red which is laid on their land with any other sidings they may construct for the use of any other person corporation or firm and for that purpose to alter and vary the construction and position of such part of the said siding coloured red to such an extent as they or the Engineer shall think requisite but so as not to diminish in any respect whatsoever the accommodation of the Traders and in every such case the person corporation or firm for whom such additional sidings shall be constructed as aforesaid

shall have liberty to use the said siding coloured red and also such parts thereof as shall be altered or relaid in common with the Traders for the purpose of passing traffic or wagons to and from the Railway Company's main line Provided always that in carrying out such work of alteration or variation as aforesaid the Railway Company shall not unreasonably or unduly delay or interfere with the traffic of the Traders

12. If the said junction and siding coloured red should be taken up and relaid under the provisions of Clause 10 or altered or varied under the provisions of Clause 11 then the provisions herein contained shall apply to the same when so relaid altered or varied as the case may be and an amended plan shall be signed on behalf of the parties and attached hereto

Provisions of Agreement to apply to siding when relaid

13. The Traders shall in order to prevent trespass by animals or by persons on foot keep the gate constructed by the Railway Company at the point shown upon the said plan closed and securely fastened at all times except when traffic is being passed through the same and shall and will pay and discharge all damages costs charges and expenses whatsoever which the Railway Company may incur or sustain by reason of any trespass upon the said railway occasioned by the said gate not being kept so closed and securely fastened as aforesaid and will effectually save harmless and indemnify the Railway Company against any payment or loss in respect thereof

Traders to keep gate fastened

14. The Railway Company in cases of necessity shall have the right of using the said junction and sidings coloured red and blue for the purpose of temporarily accommodating thereon engines trains carriages vans and trucks whenever there shall be room or space in and upon the same for that purpose and the said junction and sidings can be used for the said purpose without delaying or obstructing the traffic of the Traders

Railway Company to have right to use sidings

15. If the works or sidings of any other person corporation or firm shall be connected with the line of the Railway Company by means of the said siding coloured red the Railway Company shall make such allowance to the Traders in respect of the cost of the construction of the said junction and siding and of the repairs and signalling expenses referred to in Clauses 2 and 5 as shall be fair and reasonable

If siding connected with other sidings Railway Company to allow Traders compensation

16. All wagons trucks and vans loaded and placed upon the said sidings for transit shall be marshalled and handed over by the Traders at the point marked X upon the said plan in such order and manner and at such times as the authorized officers of the Railway Company shall reasonably direct

Marshalling

Traders not to  
assign

17. The Traders shall not assign or part with their interest under this Agreement nor permit any other person corporation or firm to use the said junction and sidings without the previous consent in writing of the Railway Company Provided that such consent shall not be unreasonably withheld

Indemnity against  
damage to wagons  
etc.

18. The Traders will indemnify the Railway Company against all loss which they may sustain by reason of any wagons trucks sheets sacks ropes chains or appliances not belonging to them being damaged injured lost or destroyed whilst the same are on the said sidings coloured blue or in the possession or under the control of the Traders

Termination of  
Agreement

19. This Agreement shall continue in force for the term of one year and thenceforth until determined by either of the said parties by three calendar months' previous notice in writing and on the expiration of such notice it shall be lawful for the Railway Company to take up and remove the said junction and siding coloured red or any other junction and siding which shall have been made in substitution thereof respectively and to restore their premises to their former condition and the expenses incurred by them in so doing as certified by the Engineer (whose certificate shall be conclusive) shall be paid by the Traders to the Railway Company on demand but credit shall be given to the Traders for the then value of any materials on the land of the Railway Company which shall have been provided by or at the expense of the Traders such value to be determined by the Engineer

Service of Notice

20. Any notice to be served upon the Railway Company shall be addressed to their Secretary and be either posted to or delivered at their Head Offices for the time being and any notice to be served upon the Traders shall be addressed to their Secretary and be either posted to or delivered at their registered office for the time being

IN WITNESS whereof the said Alexander Wilson has hereunto set his hand and the Traders have caused their Common Seal to be hereunto affixed the day and year first before written

Witness to the signature of the }  
said Alexander Wilson

ALEX. WILSON.

R. W. L. DAVIES,  
L. & N.E. Railway,  
Liverpool Street Station,  
E.C. 2.

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Railw  
to be  
to tak  
relay  
they  
use th

Railway  
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The Common Seal of Major and  
Company Limited was hereunto }  
affixed in the presence of



J. L. MAJOR,  
A. E. BLACKWELL, } Directors.

C. D. WRIGLEY, Secretary.