ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxciii.

An Act to amend "The *Lynn and Sutton Bridge* Railway Act, 1861." [21st *July* 1863.]

WHEREAS by an Act passed in the Year One thousand eight hundred and sixty-one the *Lynn and Sutton Bridge* Railway Company (who are herein-after referred to as the Company) were incorporated for the Purpose of making a Railway from the *East Anglian* Railways at *Lynn* to the *Norwich and Spalding* Railway in the Parish of *Sutton Saint Mary* in *Lincolnshire*, and Provisions are contained in the said Act as to the Crossing of the River *Nene*, and the Construction of a Bridge for that Purpose, and the Removal of the present Bridge known as the *Cross Keys Bridge:* And whereas it has been found that the Removal of the existing Bridge and the Construction of a new Bridge over the *Nene Outfall* would involve a large and useless Expenditure of Money, and during such Construction and Removal might cause needless Interference with the Outfall of the Drainage Waters of the *Nene*, and with the Navigation of the said River, and it is expedient that the Provisions in the said Act compelling such Removal and Reconstruction should be repealed, and that the Company should be authorized to adapt the existing Bridge and the Approaches thereto to the Purposes of their Railway, but upon the Conditions herein-after contained: And whereas the Time granted by the said Act for the Purchase of Lands will expire on the Sixth Day of *August* One thousand eight hundred and sixty-three,

24 & 25 Vict. c. ccxlv.

and the Time granted for the Completion of the Railway will expire on the Sixth Day of *August* One thousand eight hundred and sixty-four, and it is expedient that both the said Periods should be extended: And whereas the *Norwich and Spalding* Railway Company have constructed and opened for Traffic their Railway to *Sutton Bridge*, and it is expedient that Provision should be made for facilitating a Junction between the Two Railways, and the Interchange of Traffic between them: And whereas the Tenth Section of the said Act fixes the Number of the Directors at Six, and it would be desirable that Power should be granted to the Company to reduce that Number: And whereas it is expedient that the said Act should be amended in other respects; but inasmuch as the Objects aforesaid cannot be accomplished without the Authority of Parliament, may it 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,)

Extending Time for taking Land.

1. The Power for the compulsory Purchase of Lands granted to the Company by the said Act of 1861 shall be extended from the Sixth Day of *August* One thousand eight hundred and sixty-three until the First Day of *September* One thousand eight hundred and sixty-four.

Parties aggrieved by Extension of Time being granted may have Compensation for additional Damage.

2. The Justices, Arbitrators, and Umpires respectively, as the Case may be, who, under the Provisions of the said Act or the Acts incorporated therewith, shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of the said Lands, or in any Lands which may be injuriously affected by the Construction of the Railway or Works, shall, in estimating the Amount of such Compensation, have regard to the Claim (if any) for Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of Time hereby authorized.

Existing Contracts and Notices to take Lands not to be affected.

3. Provided always, That nothing herein contained shall in anywise prejudice or affect any Contract entered into or Notice given by the Company before the passing of this Act for the Purchase or taking of any Lands, but every such Contract and Notice shall be construed and shall take effect, and the same Proceedings shall be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, and to none other, as if this Act had not been passed.

Extending Time for Execution of Works.

4. The Time granted to the Company for the Execution of their Railway is hereby extended from the Sixth Day of *August* One thousand eight hundred and sixty-four to the First Day of *January* One thousand eight hundred and sixty-six.

5. So

Provisions as to crossing Nene repealed.

5. So much of the Twenty-first Section of the said Act of 1861 as requires the Company to remove the existing *Cross Keys Bridge*, and Section Thirty-nine of the same Act requiring the Company to build a new Bridge, and Section Forty requiring the Company to remove the existing Bridge, and all other Provisions in the said Act requiring the Construction of a new Bridge and the Removal of the existing Bridge, and also Sections Twenty-three and Forty-five of the same Act as to the Duties, Rights, and Liabilities of the Bridge Company, are hereby repealed.

As to Use of existing Bridge.

6. It shall be lawful for the Company, subject to the Conditions contained in the said Act and modified by this Act with respect to the Purchase of the said Bridge, to use the existing *Cross Keys Bridge* and the Approaches thereto, and to adapt the said Bridge and Approaches to the Purposes of their Railway, and in so adapting the said Bridge and the Approaches thereto to the Purposes of the Railway the Company shall construct and for ever after maintain, Side by Side with the Railway, a separate Roadway over the said Bridge not less than Nine Feet in Width for the Passage of Carriages and Waggons and ordinary Road Traffic: Provided always, that it shall not be lawful for the Company to open the said Railway for the Purpose of Traffic until they shall have erected to the Satisfaction of the Board of Trade, testified in Writing under the Hand of the Secretary of the said Board, a sufficient Screen between the Railway and the Roadway to prevent as much as possible Danger to Passengers using the Roadway in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway; and the Company shall for ever after maintain such Screen in good and sufficient Repair under a Penalty not exceeding Five Pounds for every Day during which such Screen shall not be so maintained, and the Penalties may be sued for by any Person or Body, and shall be recovered and applied in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for, and of Penalties.

As to protecting the River Nene.

7. In so adapting the said Bridge to the Purposes of the Railway and Road Traffic the Company shall not impede the Drainage by the *Nene Outfall* Channel, nor shall they impede the Navigation, nor shall they diminish the sectional Area of the Waterway between the Piers of the said Bridge or between the Banks of the said River or the Headway for the Passage of Vessels; and if the Company shall impede the said Drainage, or shall impede the said Navigation, or shall diminish the sectional Area of the Waterway or Headway, it shall be lawful for the Commissioners of the *Nene Outfall*, and for the Mayor, Aldermen, and Burgesses of *Wisbeach*, as Conservators of the Navigation, or either of those Bodies, to abate and remove at the Expense of the Company the Works occasioning such Impediment or Diminution, and the Amount of

such

such Expense shall be a Debt due from the Company to the said Commissioners, or the said Mayor, Aldermen, and Burgesses, as the Case may be, and be recoverable accordingly, and until Payment the same shall be a Charge on the Property acquired by the Company of the Bridge Company under the Twenty-second Section of the said Act.

For preserving Use of Bridge and Approaches.

8. In adapting the *Cross Keys Bridge* and the Approaches thereto to the Purposes of their Railway, and in constructing the Works authorized by this Act upon or in connexion with the said Bridge, the Company shall interfere as little as possible with the Traffic over the same, or over or along the Embankment belonging to the Bridge Company, and the Company shall abide by such reasonable Regulations as shall be prescribed by Two Justices (which Expression "Two Justices" shall have the Meaning assigned to it by "The Railways Clauses Consolidation Act, 1845,") for preventing as much as possible Interference with or Danger to such Traffic, and such Justices are hereby empowered and required to make such Regulations accordingly, either upon the Application of the Company, or, after Five Days Notice in Writing to the Company, upon the Application of any other Body or Person.

As to Rights and Liabilities of Bridge Company.

9. As soon as the Company shall have completed the Purchase of the *Cross Keys Bridge* such Completion shall be certified by Writing under the Hands of the Secretary of the Bridge Company and of the Secretary of the Railway Company, and such Certificate shall be deposited with the Clerk of the Peace for the County of *Norfolk*, and be kept by him in like Manner and subject to the same Provisions as are applicable in the Case of the Plans and the Sections of the Railway deposited with him, and Notice of such Certificate having been so signed and deposited shall be published in a Newspaper or Newspapers circulated in the Counties of *Lincoln* and *Norfolk;* and until the Publication of such Notice all and singular the Rights, Duties, and Liabilities of the Bridge Company under or by virtue of the Authority of the Acts passed in the Seventh Year of the Reign of King *George* the Fourth, Chapter 106, and in the Seventh and Eighth Years of the same Reign, Chapter 85, except in so far as the same are expressly or by necessary Implication affected by this Act, or by the said Act of the Eleventh and Twelfth Years of the Reign of Her present Majesty, Chapter 143, shall from and after the passing of this Act remain in full Force: Provided, that after the Publication of such Notice as aforesaid the *Lynn and Sutton Bridge* Railway Company shall with reference to all those Rights, Duties, and Liabilities be and they are by this Act substituted for and shall represent the Bridge Company.

Saving Powers of Admiralty.

10. All the Provisions contained in the said Act of 1861, and especially Sections Forty-one, Forty-three, Forty-four, Forty-six, Forty-seven, Forty-eight, Forty-nine, Fifty, Fifty-one, Fifty-two, and Fifty-three, for the

the Protection of the *Nene Outfall* and of the Navigation thereof, and granting Powers to the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, shall apply to the Works to be done by the Company in the Adaptation of the existing Bridge to the Purposes of the Railway and Road Traffic, and shall apply to the Bridge when so adapted as fully and effectually as they apply to the Bridge authorized by the said Act to be constructed, and to the Works connected therewith.

Plans of Works affecting Navigation to be submitted to Corporation of Wisbeach.

11. Previously to executing any Works with relation to the Bridge which may affect the Navigation of the River *Nene* the Company shall submit the Plans and Working Drawings of such Works to the Engineer for the Time being of the Mayor, Aldermen, and Burgesses of the Borough of *Wisbeach* (herein-after called the Corporation), and if the said Engineer shall be of opinion that the said Works or any of them are injurious to the Navigation, and there is a Difference thereon between him and the Engineer of the Company, the Matter shall be referred to the Determination of the Admiralty; and the Company shall pay to the Corporation the Charges of their Engineer relating to the Matter, such Charges not exceeding in any Case Fifty Pounds, and the Certificate of the Town Clerk of the Corporation of the Amount of such Charges, within the Limit aforesaid, shall be sufficient Evidence thereof.

As to Purchase Money for Bridge.

12. The Purchase Money of Twenty-two thousand five hundred Pounds to be paid in pursuance of the Twenty-second Section of the said Act to the Company of Proprietors of the *Cross Keys Bridge*, in this Act called the Bridge Company, shall be paid in the following Manner:

The Company shall pay One thousand Pounds (Part of the said Purchase Money) to the Bridge Company at the Time and with the Powers and Conditions mentioned in the said Section:

The Sum of Eleven thousand five hundred Pounds, further Part of the said Purchase Money, shall be paid in Money to the Bridge Company by the Railway Company, and the remaining Sum of Ten thousand Pounds shall be paid in Shares of the Railway Company, which shall be deemed fully paid up; and the said Two Payments shall be so made before the Railway is opened for public Traffic between *Sutton Bridge* and *Lynn*, or before the Expiration of Three Years from the passing of this Act (whichever shall first happen); and the Provisions contained in the recited Act of 1861 as to the Application of the Purchase Money shall apply to the said Sums of One thousand Pounds and Eleven thousand five hundred Pounds and to the said Shares; and the Railway Company shall not be required to see to or be responsible for the Application or Distribution of the said Sum of Money or of the said Shares:

If at any Time the Railway Company shall create any Shares or Stock with any Preference or Priority of Dividend, the Shares so to be allotted to the Bridge Company shall enjoy similar Advantages, and shall rank equally with the preferential Shares so to be created.

As to Use of Bridge by Company.

13. During the Construction of the Works on and in connexion with the said Bridge and Approaches, and for the Purpose of such Construction, it shall be lawful for the Company and their Contractors, and their Officers, Servants, and Workmen respectively, while engaged in the actual Execution or Superintendence of the Works of the Company, to use and to convey the necessary Materials over the said Bridge and the Approaches thereto without Payment of any Toll to the Bridge Company.

Company to pay all Damages sustained by Bridge Company.

14. Notwithstanding anything in this Act contained, the Company shall, until they have become possessed of the *Cross Keys Bridge*, be responsible for and make good to the Bridge Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *Cross Keys Bridge*, or to any of the Works or Property of the Bridge Company, or to the Traffic thereon, or to any Persons using the same, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the Bridge Company from all Claims or Demands upon or against them by reason of such Execution or Failure, or of any such Act or Omission.

As to Norwich and Spalding Railway.

15. Within Eighteen Months after the passing of this Act the Engineer of the *Lynn and Sutton Bridge* Railway Company shall submit to the Engineer of the *Norwich and Spalding* Railway Company a Plan, and, if required by the last-mentioned Engineer, a Specification, of the Works and Alterations in the *Norwich and Spalding* Railway, and the Station, Buildings, and Works thereof at *Sutton Bridge*, necessary for effecting a convenient Junction between the Two Railways, and for facilitating the Conveyance, Accommodation, and Interchange of Traffic thereon:

If the said Plan, with or without Modifications, is approved by the Two Engineers, the Works specified thereon shall be executed with all reasonable Despatch by the *Norwich and Spalding* Railway Company, or in their Default by the *Lynn and Sutton Bridge* Railway Company, but in either Case at the Expense of the last-named Company:

If the Two Engineers shall differ concerning the Alterations to be made and Works to be executed, or concerning the Cost of such Alterations and Works, any Differences between them shall be settled by an Arbitrator to be appointed by the Board of Trade at the Request of either Company, and the Awards of such Arbitrator as to the said Alterations and Works, and as to the Amount to be paid with

with respect to them by the *Lynn and Sutton Bridge* Railway Company, (if the Works are executed by the *Norwich and Spalding* Railway Company,) shall be binding and conclusive; and the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration shall apply to every such Arbitration:

The Works specified in the said Award or Awards shall, if the Arbitrator shall so determine, be executed by the *Norwich and Spalding* Railway Company at the Expense of the *Lynn and Sutton Bridge* Railway Company, or if the *Norwich and Spalding* Railway Company shall make default in the Execution of the said Works for a Period to be specified in the Award, then the *Lynn and Sutton Bridge* Railway Company may themselves execute the said Works, and may enter upon and interfere with the Property of the *Norwich and Spalding* Railway Company for the Purpose, paying such Compensation to that Company as the Arbitrator may direct.

Reducing the Number of Directors.

16. It shall be lawful for the Company to reduce the Number of Directors, so that the reduced Number be not less than Four, and the Eighty-second Section of "The Companies Clauses Consolidation Act, 1845," shall apply to such Reduction.

Railway not exempt from Provisions of present and future General Acts.

17. Nothing herein contained shall be deemed or construed to exempt the Company or their Undertaking from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Saving Rights of the Commissioners of the Nene Outfall.

18. Nothing in this Act contained shall in anywise diminish, prejudice, alter, interfere with, or affect the Estates, Rights, Interests, Privileges, Powers, or Authorities of the Commissioners of the *Nene Outfall*, or of their Officers or Servants, save and except only so far as the same are expressly altered, interfered with, or affected by this Act.

Saving Rights of the Crown.

19. Nothing contained in this Act, or in any of the Acts incorporated herewith, shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, either as Parcel of any Manor or otherwise, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, (which Consent such Commissioners are hereby

respectively authorized to give,) neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exercise-able by the Queen's Majesty, Her Heirs or Successors.

Short Title. Expenses of Act.

20. This Act may be cited as "The *Lynn and Sutton Bridge* Railway Act, 1863;" and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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