ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. ccxxii.

An Act for making a Railway from *Peterborough* to *Thorney*, *Wisbeach*, and *Sutton*; and for other Purposes. [28th *July* 1863.]

WHEREAS the making of a Railway from near the Town of *Peterborough* to *Thorney*, *Wisbeach*, and *Sutton* will be of great local and public Advantage: And whereas the estimated Cost of constructing the said Railway is One hundred and seventy-seven thousand Pounds: And whereas the Persons herein-after named with others are willing, at their own Expense, to carry the said Undertaking into execution: And whereas Plans and Sections of the said Railway, showing the Line and Levels thereof, together with a Book of Reference to the said Plans containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited in the Offices of the Clerk of the Peace for the *Isle of Ely* at *Wisbeach* in the County of *Cambridge*, with the Clerk of the Peace for the County of *Cambridge* at his Office at *Cambridge*, with the Clerk of the Peace for the *Holland* Division of the County of *Lincoln* at his Office at *Spalding*, with the Clerk of the Peace for the Liberty of *Peterborough* at his Office at *Peterborough* in the County of *Northampton*, with the Clerk of the Peace for the County of *Norfolk* at his Office at *Norwich*, and with the Clerk of the Peace for the County of *North-*

ampton at his Office at *Northampton*: And whereas it is expedient that the Company herein-after incorporated and the *Midland* Railway Company should be empowered to make and enter into such Agreements and Arrangements as are herein-after authorized with respect to the Working and Use of the said intended Railway, and the Regulation and Management of the Traffic thereon, and the Division and Apportionment of the Profits arising therefrom: And whereas the said intended Railway will communicate with the *Syston* and *Peterborough* Branch of the *Midland* Railway, and with the *Norwich and Spalding* Railway; and it is expedient and will be for the Advantage of the Public that facilities should be afforded for the free and uninterrupted Passage of Traffic along the said several Railways: And whereas it is also expedient and will be for the Advantage of the Public if Provision were made for enabling the Company to run over and use with their Engines and Carriages a certain Portion of the *Norwich and Spalding* Railway, and to use the Watering Places, Stations, Sidings, Platforms, Booking Offices, and other Buildings and Conveniences connected therewith, but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict. cc. 16. 18. & 20., and 23 & 24 Vict. c. 106. incorporated.

1. The several Acts of Parliament following; (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose whatsoever, it shall be sufficient to use the Expression "The *Peterborough, Wisbeach, and Sutton* Railway Act, 1863."

Interpretation of Terms.

3. The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated therewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used was a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers incorporated.

4. *Richard Young, George Dawbarn, Joseph Cary, Henry Hawes Fox,* and *Robert O'Brien Jameson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively shall be united into a Company for the Purpose of making and maintaining the Railway and Branch Railway herein-after particularly described, with all proper Works and Conveniences belonging thereto, according to the Provisions of the said incorporated Acts and of this Act, and for

the other Purposes herein and in the said incorporated Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "the *Peterborough, Wisbeach, and Sutton* Railway Company," and by that Name shall be a Body Corporate with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

5. The Capital of the Company applicable to the Railway hereby authorized shall be One hundred and eighty thousand Pounds.

Number and Amount of Shares.

6. The Number of Shares into which the said Capital shall be divided shall be Nine thousand, and the Amount of each Share shall be Twenty Pounds.

Calls.

7. Four Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls; and the aggregate Amount of Calls to be made on any One Share in any One Year shall not exceed Twelve Pounds in the whole.

Interest not to be paid on Calls paid up.

8. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made, as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of the Company's Capital.

9. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes thereof, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Power to borrow Money.

10. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole Sixty thousand Pounds, but no Part of such Sums shall be borrowed until the whole of the said Capital of One hundred and eighty thousand Pounds shall have been subscribed, and One Half thereof shall have been actually paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section

Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the said Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given, the Certificate of such Justice shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

11. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgage not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made, shall not be less than Six thousand Pounds in the whole.

Application of Monies.

12. The Monies by this Act authorized to be raised, whether by Shares or by borrowing, shall be applied by the Company to the Purposes of this Act, and to no other Purpose.

Number and Qualification of Directors.

13. The Number of Directors shall be Ten, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Capital of the Company.

Power to vary Number of Directors.

14. It shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Six.

First Directors.

15. *Richard Young*, *George Dawbarn*, *Joseph Cary*, *Henry H. Fox*, *Robert O'Brien Jameson* shall be the First Directors of the Company,

First Election of Directors.

16. The Directors hereby appointed shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Quorum of Directors.

17. The Quorum of a Meeting of Directors shall be Five, and if the Number of Directors is reduced to Six shall be Four.

Power to make Railway according to deposited Plans, &c.

18. Subject to the Provisions contained in this Act and the Acts incorporated herewith, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and upon the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and according to the Levels defined on the deposited Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

19. It

Lines of Railway.

19. It shall be lawful for the Company to make the Railways hereinafter mentioned, with all proper Works, Approaches, Stations, and Conveniences connected therewith; (that is to say,)

No. 1. A Railway commencing at a Point on the West Side of *Pickard's Lane* in the Parish of *Saint Peter's Wisbeach* in the County of *Cambridge*, about Two Furlongs and One Chain distant from the Toll Gate at the North End of *Pickard's Lane* aforesaid, and terminating by a Junction with the *Norwich and Spalding* Railway at or near a Point on the said last-mentioned Railway distant Eleven Chains and Seventy-five Links, or thereabouts, from the North-east Corner of the Passenger Station at *Sutton Bridge* in the Parish of *Long Sutton Saint Mary's* in the County of *Lincoln*, which said intended Railway and other Works will pass from, through, or into, or be situate within the several Parishes, Townships, or Extra-parochial Places following, or some of them; (that is to say,) *Wisbeach Saint Peter's*, *Leverington*, *Tydd Saint Giles*, and *Newton*, all in the County of *Cambridge*, and *Walsoken*, *West Walton*, *Walpole Saint Andrew*, and *Walpole Saint Peter*, all in the County of *Norfolk*, and *Tydd Saint Mary's* and *Long Sutton Saint Mary's*, in the County of *Lincoln*:

No. 2. A Railway commencing by a Junction with Line No. 1 at a Point on the West Side of *Pickard's Lane* in the said Parish of *Saint Peter's Wisbeach*, about Two Furlongs and One Chain distant from the Toll Gate at the North End of *Pickard's Lane* aforesaid, and terminating at a Point on the East Side of the Turnpike Road leading from *Thorney* to *Crowland* at or about Sixty Links to the North of the Northern Boundary Wall of the *Thorney* Gas and Waterworks in the Parish of *Thorney Abbey*, otherwise *Thorney*, in the County of *Cambridge*, which said intended Railway and other Works will pass from, through, or into, or be situate within the several Parishes, Townships, or Extra-parochial Places following, or some of them; (that is to say,) *Wisbeach Saint Peter's*, *Wisbeach Saint Mary's*, *Guyhirne*, *Leverington*, *Murrow*, *Parson Drove*, *Thorney Abbey* otherwise *Thorney*, *Whittlesea Saint Andrew*, and *Whittlesea Saint Mary*, all in the County of *Cambridge*, and *Sutton Saint Edmunds* in the County of *Lincoln*:

No. 3. A Railway commencing in the Parish of *Thorney Abbey* otherwise *Thorney*, by a Junction with the said intended Railway No. 2, at or near the Termination thereof as herein-before described, and terminating by a Junction with the *Syston and Peterborough* Branch of the *Midland* Railway at a Point Fifteen Chains Six Links or thereabouts North of the Milepost on the said Railway indicating a Distance of Forty-seven Miles from *Syston* and One and a Quarter Miles from *Peterborough* in the Parish of *Peterborough* in the County of *Northampton*, which said intended Railway and other Works will pass from, through, or into, or be situate within

within the several Parishes, Townships, or Extra-parochial Places following or some of them; (that is to say,) *Thorney Abbey* otherwise *Thorney*, *Whittlesea Saint Andrew*, and *Whittlesea Saint Mary*, all in the County of *Cambridge*, and *Eye*, *Newborough*, *Paston*, *Gunthorp*, *Walton*, *Werrington*, *Dodsthorpe*, *Marholme*, *Newark*, *Eastfield*, and *Peterborough*, all in the County of *Northampton*:

No. 4. A Railway commencing by a Junction with the Railway No. 1 in a Meadow abutting on but to the South of the *Norwich* and *Spalding* Railway, and adjoining to the West Side of the public Road leading from *Sutton Bridge* to *South Holland Sluice* and *Wisbeach*, about Sixteen Chains Fifty Links South-west from the Windmill by the Side of the aforesaid Road near *Sutton Bridge* in the Parish of *Long Sutton Saint Mary's* in the County of *Lincoln*, and terminating at or about a Point on the public Road from *Sutton Bridge* along the West Side of the River *Nene*, North of the *Cross Keys Bridge*, Eleven Chains or thereabouts to the North of the South-east Corner of the *Cross Keys* Inn in the Parish of *Long Sutton Saint Mary's* in the County of *Lincoln*, which said intended Railway and other Works will pass from, through, or into, or be situate within the several Parishes, Townships, or Extra-parochial Places following or some of them; (that is to say,) *Long Sutton Saint Mary's* in the County of *Lincoln*.

Lands for extraordinary Purposes.

20. The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Powers for compulsory Purchases limited.

21. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

22. The Railway shall be completed within Five Years from the passing of this Act, and at the Expiration of such Period the Powers by this or the incorporated Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Restrictions on taking Land of the Duke of Bedford.

23. Provided, That (except only so far as the Most Noble *William* Duke of *Bedford* or other the Owner from Time to Time of his *Thorney* Estate, through which the Railway will be made from Time to Time, otherwise consents in Writing) the Company shall not take, use, or enter upon any Land Part of that Estate beyond so much thereof as is necessary for the making and maintaining of the Line and necessary incidental Works of the Railway, inclusive of Gatekeepers Lodges, and a Station to be made at or near to the Town of *Thorney* (for which Station no larger Quantity of Land than Three Acres shall, without such Consent as aforesaid, be taken, used, or entered upon by the Company), but exclusive

exclusive of all other Stations, Buildings, and Erections, and all Sheds, Depôts, Yards, Places for Deposit of Goods, and like Works, and Conveniences, and shall not take or divert directly or indirectly for any Purpose whatsoever any Water from the Duke's *Thorney River* or any of the Duke's Dykes or Drains, or further than as in the Execution of the Works of the Railway cannot reasonably be avoided, prejudice or interfere with the Flow or Purity of the Water therein, or the Navigation thereof, or otherwise prejudice or interfere with any of the Duke's Rivers, Dykes, or Drains, or any Works or Conveniences connected therewith.

Level Crossings.

24. Subject to the Provisions in this Act and the Railways Clauses Consolidation Act contained, it shall be lawful for the Company, in the Construction of the said Railways, to carry the same across and on the Level of the several Roads numbered on the deposited Plans as follows; (that is to say,)

Reference Number.	Parish.	Description of Road.
	RAILWAY No. 1.	
2	Wisbeach St. Peter - -	Public Road.
1*a*	Leverington - - -	Public Road.
9	Leverington - - -	Public Road.
11*a*	Walsoken - - -	Public Road.
6	West Walton - - -	Public Road.
16	West Walton - - -	Public Road.
31	West Walton - - -	Public Road.
6	Tydd Saint Giles - -	Public Road.
14	Tydd Saint Giles - -	Public Road.
20	Tydd Saint Giles - -	Public Road.
31	Tydd Saint Giles - -	Public Road.
	RAILWAY No 2.	
74	Wisbeach Saint Peter - -	Turnpike Road.
88	Wisbeach Saint Peter - -	Turnpike Road.
9	Wisbeach Saint Mary - -	Public Road.
33	Wisbeach Saint Mary - -	Public Road.
46	Wisbeach Saint Mary - -	Public Road.
61	Wisbeach Saint Mary - -	Public Road.
86	Wisbeach Saint Mary - -	Public Road.
90	Wisbeach Saint Mary - -	Public Road.
110	Wisbeach Saint Mary - -	Public Road.
112	Wisbeach Saint Mary - -	Public Road.
29	Thorney - - - -	Public Road.
	RAILWAY No. 3.	
1	Thorney - - - -	Public Road.
19	Eye - - - -	Public Road.
2	Saint John Baptist Peterborough	Public Road.
32	Paston - - - -	Public Road.
	RAILWAY No. 4.	
48	Sutton Saint Mary - -	Turnpike Road.
49	Sutton Saint Mary - -	Public Road.

but

but no more than a single Line of Railway shall be laid down at any such level Crossing, so long as the Undertaking of the Company consists of a single Line of Railway, and in no Case shall more than a double Line of Railway be laid down on any such level Crossing.

As to shunting of Trains.

25. It shall not be lawful for the Company, in shunting Trains, to pass any Train over such level Crossings, or to allow any Train, Carriage, Engine, or Truck to stand across the same.

Station or Lodge to be erected at Points of crossing.

26. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the Railway crosses the before-mentioned Roads on the Level, and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require a Bridge in lieu of level Crossing.

27. It shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the public Safety, at any Time hereafter, before or after the Railway shall have been completed and opened for Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said Roads either over or under the Railway, by means of a Bridge or Arch, in lieu of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board to be best adapted for removing or diminishing the Danger arising from such level Crossing; but where such Roads shall be so carried under or over the Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Point where such Roads may be crossed, or to appoint any Person to watch or superintend the crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

As to Communication with the Norwich and Spalding Railway.

28. The Company may make such Openings in and Alterations of the Rails of the *Norwich and Spalding* Railway, and may do all such Acts and Works as are necessary in order to effect the Communication hereby authorized between the Railway hereby authorized and the said other Railway; and such Communication shall be effected in a substantial Manner by means of Connexion Rails and Points, of the Construction and laid in the Manner which the Engineer for the Time being of the said *Norwich and Spalding* Railway Company may from Time to Time approve

approve and require, and shall be executed to his Satisfaction in all respects: Provided always, that in case of Difference between such Engineer and the Engineer of the Company with respect to any Works for effecting such Communications, the same shall be determined by an Engineer to be appointed by the Board of Trade.

Signals, &c. to be erected and maintained, and proper Persons to be provided to prevent Danger at Points of Junction.

29. The *Norwich and Spalding* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as the said Company may deem necessary for the Prevention of Damage to or Detention of or Interference with Traffic at or near the Junction between their Railway and the Railway hereby authorized; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants shall belong exclusively to the said *Norwich and Spalding* Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants shall at the Expiration of each Half Year be repaid by the Company to the said *Norwich and Spalding* Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Saving the Rights of Great Northern and Norwich and Spalding Railway Companies.

30. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Great Northern* Railway Company, nor of the *Norwich and Spalding* Railway Company, otherwise than is herein expressly provided.

Tolls.

31. The Company may demand and take for the Use of the Railways by this Act authorized, and for the Use of Carriages provided by them, any Tolls not exceeding the following; (that is to say,)

Tolls for Goods.

In respect of the Tonnage of all Articles conveyed upon the Railways, or any Part thereof, as follows:

Class 1. For all Coal and Cinders, and for Dung, Compost, and all Sorts of Manure, Lime, and Limestone, and all undressed Materials for the Repair of public Roads or Highways, and for all Coals and Culm for the Use of the Railway, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages provided by the Company an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. For all Coke, Charcoal, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise for the Use of the Railway, *per* Ton *per* Mile not exceeding Three Halfpence; and if

conveyed in Carriages provided by the Company an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Nails, Anvils, Vices, and Chains, and Metals, except Iron, for the Use of the Railway, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages provided by the Company an additional Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters or Things, for the Use of the Railway, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages provided by the Company an additional Sum *per* Ton *per* Mile not exceeding One Penny:

Class 5. And for every Carriage of whatever Description not being a Carriage adapted and used for travelling on a Railway, carried and conveyed on a Truck or Platform for the Use of the Railway, *per* Mile not exceeding if such Carriage has more than Two Wheels and weighs not more than One Ton and a Half, Fourpence Halfpenny; if such Carriage has but Two Wheels and weighs not more than One Ton, Threepence; and a further Sum not exceeding One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton up to Four Tons which any such Carriage may weigh.

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railways:

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, for the Use of the Railway, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage provided by the Company an additional Sum *per* Mile not exceeding One Penny:

Class 7. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, for the Use of the Railway, *per* Mile not exceeding One Penny Halfpenny; and if conveyed in or upon any Carriage provided by the Company an additional Sum *per* Mile not exceeding One Halfpenny:

Class 8. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, for the Use of the Railway, *per* Mile not exceeding One Farthing; and if conveyed in or upon any Carriage provided by the Company an additional Sum *per* Mile not exceeding One Farthing:

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railways:

For every Person conveyed in or upon any Carriage, for the Use of the Railway, *per* Mile, not exceeding Twopence, and if conveyed in or upon any Carriage provided by the Company an additional Sum *per* Mile not exceeding One Penny.

32. The

Tolls for propelling Power.

32. The Toll which the Company may demand for the Use of Engines for drawing or propelling Carriages on the Railways by this Act authorized shall not exceed Three Farthings *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles in addition to the several other Tolls by this Act authorized to be taken.

Maximum Charges.

33. The maximum Charges to be made by the Company for the Conveyance of Articles, Animals, and Passengers, upon the Railways, including the Tolls for the Use of the Railway, and of Carriages and Trucks, and for locomotive Power, and for every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services, or any of them, are or is performed by the Company), shall not exceed the following Rates; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile:

For all Articles comprised in Class 1, *per* Ton *per* Mile One Penny Halfpenny:

For all Articles comprised in Class 2, *per* Ton *per* Mile Twopence:

For all Articles comprised in Class 3, *per* Ton *per* Mile Threepence:

For all Articles comprised in Class 4, *per* Ton *per* Mile Fourpence

For every Carriage comprised in Class 5, carried and conveyed on a Truck or Platform, *per* Ton *per* Mile not exceeding for Carriages with Two Wheels, Fourpence, and for Carriages with more than Two Wheels, Sixpence:

For every Animal comprised in Class 6, *per* Mile Fourpence:

For every Animal comprised in Class 7, *per* Mile Twopence:

For every Animal comprised in Class 8, *per* Mile One Penny:

For a separate Waggon or Truck fit to carry Six Beasts of ordinary size, or Thirty Sheep, hired by any One Person for the Conveyance of Cattle or Sheep belonging to him (including the Tolls for the Use of the Railway and for locomotive Power) One Shilling *per* Mile.

Restrictions as to Charges not to apply to special Trains.

34. The Restrictions in this Act contained as to the Charges to be made for Passengers and Articles shall not extend to any Special Trains that may be required to be run on the Railways, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods on the Railways.

35. The

Regulations as to the Tolls and Charges.

35. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Charges to be taken upon or in respect of the Railways by this Act authorized; (that is to say,)

In respect of Passengers, Animals, and Articles conveyed upon the Railway for less Distance than Three Miles, the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may, with respect to Goods, Minerals, and Animals, demand Tolls for such Fraction in proportion to the Numbers of Quarters of a Mile contained therein; and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and with respect to Passengers, every Fraction of a Mile beyond Three Miles, or any greater Number of Miles, shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any greater or smaller Quantity.

Definition of Terminal Station.

36. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Limitation of Short-distance Clause.

37. Provided always, That if the Railway hereby authorized shall be worked continuously with the *Syston and Peterborough Branch* of the *Midland* Railway, or with the *Norwich and Spalding* Railway, in virtue of the Provisions in this Act, Goods, Animals, or Persons conveyed continuously for a less Distance than Three Miles upon any Line of the said Railways shall be charged only once as for Three Miles, in the same Manner as if the last-named Railways had formed Part of the Railway hereby authorized.

Tolls for small Parcels and single Articles of great Weight.

38. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls and maximum Charges prescribed by this Act, the Company may lawfully demand any Tolls not exceeding the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railways, or any Part thereof, as follows:

If not exceeding Seven Pounds in Weight, Threepence:

If.

If exceeding Seven Pounds in Weight, but not exceeding Fourteen Pounds in Weight, Fivepence:

If exceeding Fourteen Pounds in Weight, but not exceeding Twenty-eight Pounds in Weight, Sevenpence;

If exceeding Twenty-eight Pounds in Weight, but not exceeding Fifty-six Pounds in Weight, Ninepence;

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Company may take increased Charges by Agreement.

39. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

Passengers Luggage.

40. Every Passenger travelling upon the Railway may take with him his ordinary Luggage not exceeding One hundred and twenty Pounds in Weight for each First-class Passenger, One hundred Pounds in Weight for each Second-class Passenger, and Sixty Pounds in Weight for each Third-class Passenger, without any Charge being made for the Carriage thereof.

Power to Company to run over and use Norwich and Spalding Railway and Station.

41. The Company shall be entitled to run over and to use with their Engines, Carriages, and Waggons, at all Times and for all the Purposes of their Traffic in Passengers, Animals, and Things, and for all the other Purposes of the Undertaking hereby authorized, such Part of the *Norwich and Spalding* Railway as lies between the Termination of the Railway No. 1 herein-before described, and the *Sutton Bridge* Station of the said last-mentioned Railway, and all the Watering Places, Stations, Sidings, Platforms, and Conveniences of and connected with the said

Railway, and that on such Terms and Conditions, and upon Payment of such Tolls and Charges, or of such Rent or other Consideration as may from Time to Time be agreed upon between the said Companies, or, failing such Agreement, as may from Time to Time be determined by Arbitration, in manner provided by "The Railways Clauses Consolidation Act, 1845," in respect of the Settlement of Disputes by Arbitration.

Powers of Arbitrator or Umpire.

42. In settling the Tolls, Rates, and Charges, or Rent, or other Consideration to be paid in respect of the Use by the Company of Part of the *Norwich and Spalding* Railway as aforesaid, the said Arbitrators or Umpire shall have Power, and they are hereby authorized and required to determine from what Period, either before or after such Award (not anterior to the Period of claiming the Arbitration), the Tolls, Rates, and Charges, or other Consideration so settled by them or him, shall take effect; and the Powers of the Company to pass over and use the *Norwich and Spalding* Railway shall not be suspended during the Dependence of such Arbitration, but the same shall be exercised as fully in all respects as if an Award had been made, and the Award shall include the Period during the Dependence of such Arbitration, or such further Period as the Arbitrators or Umpire, as the Case may be, may determine and appoint; and the Award or Awards to be made from Time to Time under such Arbitration or Arbitrations shall, so long as no new Arbitration is claimed on the like Subject Matter, be final and binding on both Parties; and it shall not be lawful for the *Norwich and Spalding* Railway Company to levy any Toll, Rates, Rents, or other Charges or Consideration than shall from Time to Time be fixed by such Arbitration.

Byelaws of Norwich and Spalding Company to be observed.

43. The Company shall at all Times in using the said *Norwich and Spalding* Railway, and the Stations and other Conveniences thereof respectively, be subject to and act in accordance with the Byelaws and Regulations for the Time being in force on the Undertaking so used so far as such Byelaws and Regulations shall be applicable; but in the event of Difference between the Parties in regard to any of the said Byelaws and Regulations, or as to the Time or Manner of running Trains upon the *Norwich and Spalding* Railway as aforesaid, under the Powers hereinbefore granted, such Difference shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Reciprocal Powers to Norwich and Spalding Railway Company.

44. It shall in like Manner be lawful for the *Norwich and Spalding* Railway Company to run over and use with their Engines, Carriages, and Waggons for all Traffic for which the *Norwich and Spalding* Railway forms the shortest or Part of the shortest Route, the Railway No. 1 and the Railway No. 4 hereby authorized, and the Junction with the *Great Eastern* Railway at *Wisbeach*, if the same shall be hereafter authorized; and all the Provisions in the Three preceding Sections contained with respect to the Use by the said Company of Part of the *Norwich and Spalding*

Spalding Railway shall apply to the Use by the *Norwich and Spalding* Railway Company of the said Railways Nos. 1 and 4, and of the proposed Junction at *Wisbeach*, and of the Stations, Wharfs, Sidings, and Works connected therewith in as full and ample a Manner as though the said Provisions were re-enacted in favour of and concerning the *Norwich and Spalding* Railway Company: Provided always, that it shall not be lawful for the *Norwich and Spalding* Railway Company, unless with the Consent in Writing of the Company hereby incorporated, or of the Company working the Railways hereby authorized, to take up at any Station of the said Railways any Passengers or other Traffic, and to deliver the same at any other Station upon the said Railways; and if the *Norwich and Spalding* Railway Company violate this Enactment they shall for every such Violation pay to the Company Fifty Pounds by Way of Penalty.

As to Norwich and Spalding Station at Sutton.

45. And whereas the Railway hereby authorized will traverse or otherwise interfere with the Station and Land of the *Norwich and Spalding* Railway Company at *Sutton Bridge:* Be it enacted as follows:

Within Eighteen Months after the passing of this Act the Engineer of the 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 Company hereby incorporated, 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 Costs of such Alterations and Works, or the Compensation to be made to the *Norwich and Spalding* Railway Company for the Interference with their Railway Station 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 Alteration and Works, and as to the Amount to be paid by the Company hereby incorporated 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 Work specified in the said Award or Awards shall, if the Arbitrator shall so determine, be executed by the *Norwich and Spalding* Railway

Railway Company at the Expense of the Company hereby incorporated, 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 Company hereby incorporated 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:

Provided always, that the Company shall not be liable to pay any Damages or Expenses caused by the Interference of the *Lynn and Sutton Bridge* Railway Company with the Works, Sidings, Stations, or Buildings of the *Norwich and Spalding* Railway Company.

Company to acquire only Easements in Land of the Norwich and Spalding Railway Company.

46. With respect to any Land of the *Norwich and Spalding* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Norwich and Spalding* Railway 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 Company might purchase and take the same.

Comfirming Heads of Arrangement with Midland Railway Company.

47. The Heads of Arrangement between the Company of the one Part and the *Midland* Railway Company of the other Part, a Copy of which is contained in the Schedule to this Act, are hereby confirmed and made binding upon the Companies Parties thereto.

As to Bridge over Midland Railway.

48. The Railway No. 3 hereby authorized shall be carried over the *Midland* Railway by means of a Bridge at the Point where the centre Line shown on the deposited Plans crosses the said *Midland* Railway, and according to Plans to be approved by the Engineer of the *Midland* Railway Company, and such Bridge and all necessary Works for carrying the said Railway over the *Midland* Railway shall be executed to the Satisfaction in all respects of the Engineer of the *Midland* Railway Company and at the Expense of the Company, and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *Midland* Railway or the Traffic thereon, and such Bridge shall be constructed of the clear Width on the Square at the Level of the Rails of the *Midland* Railway at the Spot where it is to be passed over by the Railway of the Company of Thirty Feet, with a clear Headway from the Level of the Rails for the whole Distance of Fifteen Feet.

Mode of effecting Communications with Midland Railway.

49. The Junction between the Railway No. 3 hereby authorized and the *Midland* Railway shall be made at the Points where according to the Plans deposited as in this Act mentioned such Railway appears to communicate

municate therewith, and at no other Points, without the Consent in Writing of the *Midland* Railway Company under their Common Seal first had and obtained, and all Communications between the said Railway hereby authorized and the *Midland* Railway shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction, and laid in the Manner which the Engineer for the Time being of the *Midland* Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects; and in case of any Difference arising as to the Mode of effecting such Communication the same shall be determined at the Cost of the Company by a Referee to be appointed by the Board of Trade on the Application of either Company.

Expenses of Communications to be borne by the Company.

50. The Expenses of the Communications hereby authorized with the *Midland* Railway, and of the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communications, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and all such Communications, Openings, and Works shall be made and done under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the *Midland* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Signals, &c. to be erected, &c. and Persons appointed by the Midland Railway Company to prevent Danger at Point of Junction.

51. The *Midland* Railway Company from Time to Time may erect, maintain, and alter such Signals and other Works and Conveniences as that Company deem necessary for the Prevention of Danger or Detention to or Interference with Traffic at and near the Junction between the Railway and the *Midland* Railway, and all the Costs and Expenses of erecting such Signals, Works, and Conveniences shall be repaid by the Company to the *Midland* Railway Company on Demand, and in default of such Repayment the Amount of such Costs and Expenses may be recovered from the Company by the *Midland* Railway Company in any Court of competent Jurisdiction.

Company not to take Lands belonging to the Midland Railway Company without Consent.

52. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Midland* Railway Company, or to alter, vary, or interfere with the *Midland* Railway or any of the Works thereof further or otherwise than is necessary for the Purpose of making and maintaining the Bridge and Works by which their Railway is, according to this Act, to be carried over the *Midland* Railway, and for the proper and convenient Junction between their said Railway and the *Midland* Railway,

without the Consent in Writing in every instance for that Purpose first had and obtained of the *Midland* Railway Company under their Common Seal.

Company to acquire only Easements in Land of the Midland Railway Company.

53. With respect to any Land of the *Midland* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *Midland* Railway 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 Company might purchase and take the same.

Saving Rights of the Midland Railway Company.

54. Provided always, That except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *Midland* Railway Company.

Protecting Great Northern Railway at Peterborough.

55. Where the Railway hereby authorized is intended to cross the Railway and Land of the *Great Northern* Railway Company, such Crossing shall be effected by means of not more than Three Arches or Spans, and in such Manner only as not to interfere with the Use of the *Great Northern* Railway and the Passage of the Traffic thereon; and the Company shall not occupy for the Purposes of the said Crossing any Land of the *Great Northern* Railway Company exceeding One hundred Feet in Width; and all the Works necessary for the Purpose of such Crossing shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer of the *Great Northern* Railway Company, and according to Plans previously submitted to and approved by him.

Expenses to be borne by the Company.

56. The Expenses of the Arches and other Works necessary for such Crossing, and also for keeping the same in repair, shall be borne and paid by the Company hereby incorporated; and such Arches and other Works shall not only be in the first instance made and executed, but shall also from Time to Time be repaired and maintained by the same Company under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Great Northern* Railway Company, and in such Manner as shall not in anywise prejudice or injure the *Great Northern* Railway, or impede the Passage along the same.

Company to acquire only Easements on Land of Great Northern Company.

57. With respect to any Land of the *Great Northern* Railway Company which the Company hereby incorporated are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same; but they may purchase and take, and the *Great Northern* Railway 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 Company hereby incorporated might purchase and take

take the same; and it shall not be lawful for the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to the *Great Northern* Railway Company, or to alter, vary, or interfere with their Railway or Works further or otherwise than is necessary for constructing such Crossing, unless with the Consent in every instance for that Purpose first had and obtained of the *Great Northern* Railway Company under their Common Seal.

As to Application to Parliament respecting Railway to communicate with Great Eastern Railway at Wisbeach.

58. The Company shall in the next, and, if necessary, in the Two following Sessions of Parliament, *bonâ fide* introduce a Bill into Parliament and prosecute the same, for making and maintaining a Railway commencing by a Junction with the Railway hereby authorized at or near the Field marked No. 1 in the Parish of *Wisbeach St. Peter* in the deposited Plans, and terminating by a Junction with the *Great Eastern* Railway at *Wisbeach*; and such Railway, if authorized, shall be considered as Part of the Undertaking of the Company, and as if it had been included in the Heads of Arrangement set forth in the Schedule to this Act.

Power to enter into Traffic Arrangements.

59. The Company and the *Great Northern* Railway Company may from Time to Time enter into Agreements with respect to the following Purposes or any of them; (that is to say,)

The Maintenance, Use, and Working by the *Great Northern* Railway Company of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto, and the Conveyance by the *Great Northern* Railway Company of the whole or any Part of the Traffic upon the said Railway:

The Division and Apportionment of such Traffic between the said Companies respectively:

The forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies of any Passenger or other Traffic which may be conveyed upon and from the Railway of the *Great Northern* Railway Company to and along the Railway, or any Part thereof, or which may be conveyed upon and along the Railway, to and along the *Great Northern* Railway, or any Part thereof:

The Collection, Delivery, and General Conduct of such Traffic:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies or either of them in respect of the Traffic conveyed over their respective Railways or any Part thereof respectively, not exceeding the Maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Collection, taking and levying of such Tolls, Rates, and Charges:

The Division between the said Companies of the Receipts arising from the Traffic upon their respective Railways, or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them by virtue of the said Agreements:

Provided

Provided always, that no such Agreement shall be made between the Company and the *Great Northern* Railway Company during the Subsistence of the Agreement herein-before confirmed between the Company and the *Midland* Railway Company, unless with the Consent of the last-named Company signified in Writing under their Common Seal.

Duration of Contract.

60. Provided always, That any such Contract shall not be for more than Ten Years, and that the same shall not be valid and binding unless and until approved of by the Board of Trade, who shall not approve such Contract without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in Extraordinary Meeting assembled for the Purpose, as herein-after provided.

Sanction of Extraordinary Meetings to Traffic Arrangements.

61. Provided also, That any such Contract shall not be valid without the Sanction of an Extraordinary Meeting of each of the Companies Parties to such Contract as aforesaid, given by a Majority at each such Meeting of the Holders of Three Fifths of the Capital represented thereat respectively personally or by proxy.

Meeting, how to be convened.

62. Such Meeting shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *London* and in some Newspaper of the County in which the principal Office of the Company is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting; and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Traffic Arrangements not to affect Tolls, &c.

63. Provided also, That any such Contract shall not in any Manner alter, affect, increase or diminish, any of the Tolls, Rates or Charges, which the respective Companies are from Time to Time respectively authorized to demand or receive from any Person not party to the Contract; but all such other Persons shall, notwithstanding any such Contract, be entitled to use the Railways to which the Contract relates, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if the Contract were not entered into.

Joint Committee for Purposes of Traffic.

64. For the Purposes of any such Contracts, the Companies may from Time to Time (if they think fit) appoint such Joint Committees, composed of such Number of their Directors respectively as they think fit, and may regulate the Proceedings of such Joint Committees, and may delegate to and confer on such Joint Committees all such Powers for carrying into effect such Contracts and Agreements, or any of the Objects or Purposes thereof, as the Companies respectively think fit.

65. Every

Powers of Joint Committees.

65. Every such Joint Committee shall have and may exercise the Powers so from Time to Time delegated to and conferred on them in like Manner as the same might be had and exercised by each of the Companies respectively or their respective Directors.

As to Settlement of Disputes by Arbitration.

66. If any Difference shall arise between the Companies or between their respective Representatives upon any such Joint Committee respecting any of the Objects and Purposes of any Contract or any other Matter whatsoever, arising out of such Contract or out of the Provisions of this Act not herein-before specially provided for, such Difference shall from Time to Time be referred to Arbitration in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration: Provided always, that it shall be lawful for the Companies in the first instance to agree on the Appointment of a single Arbitrator or Umpire whose Award shall be binding on them.

Contract may be renewed with Approval of Board of Trade.

67. At the Expiration of the said Contract the Company and the said *Great Northern* Company, or either of them, with the Sanction of an Extraordinary Meeting of the Shareholders of the Companies Parties to such Contract respectively, given by a Majority at each such Meeting of the Holders of Three Fifths of the Capital represented thereat respectively, personally or by proxy, may enter into a further Contract for all or any of the Purposes aforesaid, subject to the Approval of the Board of Trade: Provided always, that before such Companies shall enter into any such further Contract as aforesaid, they shall give Notice of their Intention to enter into such Contract by Advertisement inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Contract relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract and desiring to object thereto may bring such Objections before the Board of Trade, and no such Contract shall be valid or binding until the same shall have been approved of by the Board of Trade, who shall not approve any such Contract without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto, in manner before provided.

Public Notice to be given of Intention to enter into Contract.

Contract inoperative until approved by Board of Trade.

Bond for Completion of Railway.

68. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Fourteen thousand One hundred and Sixty Pounds, being Eight *per Centum* upon the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Notwithstanding anything contained in the said Act of the Ninth and Tenth Years of Her present

Majesty, that deposited Sum of Fourteen thousand one hundred and sixty Pounds, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as is herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised in respect of the said Railway by means of Shares, and have expended for the Purposes of this Act in respect of the said Railways a Sum equal in Amount to One Half of such said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Fourteen thousand one hundred and sixty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Fourteen thousand one hundred and sixty Pounds if the Company shall not within the Time limited for the Completion of the said Railways either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised in respect of the said Railways by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of such said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lord Commissioners then such Sum of Money and Interest and Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them; and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said Act of the Ninth and Tenth

Years

Years of Her present Majesty to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest and Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid shall respectively be sufficient Evidence of the Facts so certified.

Provisions for the Protection of the North Level and Nene Outfall.

69. For the Protection of the Drainage and the Security of the *North Level* and *Great Portsand*, and the Rights and Interests of the *North Level* Commissioners and the Commissioners of the *Nene* Outfall, the following Provisions shall have Effect; (that is to say,) In carrying the Railway over the *North Level* Main Drain, the Company shall, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the *North Level* Commissioners, make and complete and for ever after maintain and keep in perfect Repair a substantial Bridge over the said Drain, the centre Opening of which Bridge shall be Sixty Feet wide on the Skew at the least, with Two Side Openings, each Forty Feet wide at the least, and the under Side of the said Bridge shall be Twenty-two Feet at the least above the Bottom of the said Drain; and the Company shall also make and for ever thereafter maintain Culverts of sufficient Dimensions under the Railway in the Line of the Ditches at the Foot of the Bank on each Side of the said Main Drain, for the Purpose of conveying the Waters of the said Side Ditches under the Railway without Interruption.

Company to erect Bridge over the North Level Main Drain.

North Level Commissioners may make a Railway along the Banks of the Main Drain.

70. In case the *North Level* Commissioners, or any Company with the Consent of those Commissioners, shall at any Time hereafter desire to make a Railway or Tramway along either Bank of the said Main Drain, where the same shall be crossed by the Railway hereby authorized, the said Commissioners or such proposed Company shall be at liberty to do so, and to run Trains across the Railway hereby authorized on a Level with the Rails of the same Railway, without making any Compensation to the *Peterborough, Wisbeach, and Sutton* Railway Company: Provided always, that in such Case the Cost of Construction of the level Crossing, Signal Lodge, and Gates, and the Maintenance thereof, together with the annual Cost thereof, shall be borne by such proposed Company or the Commissioners, as the Case may be.

Company to erect a Bridge over the North Level Drain called the New Wryde.

71. In carrying the Railway over the *North Level* Drain called "the *New Wryde*," the Company shall, at their Expense, and to the Satisfaction of the Engineer for the Time being of the *North Level* Commissioners, make and complete and for ever thereafter maintain and keep in perfect Repair a substantial Bridge over the said Drain, with a single Span

Span Thirty Feet wide on the Skew at the least, at such an Elevation as to offer no Obstruction to the Drainage; and the Company shall also make and for ever thereafter maintain Culverts of sufficient Dimensions under the Railway in the Line of the Ditches at the Foot of the Bank on each Side of the said *New Wryde*, for the Purpose of conveying the Waters of the said Ditches under the Railway without Interruption.

Works to be executed to the Satisfaction of the Engineer of the Commissioners of the Nene Outfall.

72. The Works to be executed for carrying the Railway at the Back of or upon the Western Bank of the *Wisbeach River*, between *Kinderleys Cut* and the County Boundary, and at the Back of or upon the Western Bank of the *Nene Outfall* at and near Sutton, shall be made and maintained by the Company to the reasonable Satisfaction of the Engineer for the Time being of the Commissioners of the *Nene Outfall*, and so as in no way to affect the Stability or Security of the said Banks, or either of them, or to impede or interfere with the free Flow of the tidal or flood Waters along the said River and Outfall.

Damage done to Drains or Outfall to be made good by the Company.

73. If at any Time after the Railway shall have been completed any Injury or Damage shall be occasioned or arise to any Drain or Watercourse within the *North Level* or without the Level, through which the Waters of the Level pass to their Outfall, or to any Bank or other Work of or under the Control or Direction of the *North Level* Commissioners or the Commissioners of the *Nene Outfall*, from the Formation or in consequence of any Bridge, Embankment, Culvert, or other Work of the Company, which may not have been foreseen or provided for by this Act, the Company shall at their own Costs make good and repair such Injury or Damage immediately after Discovery thereof, and shall also make full Compensation to any and every Person or public Body aggrieved by or sustaining such Injury or Damage, and shall also execute all proper and necessary Works for the Prevention of future Injury, and such Compensation shall be recoverable at the Suit of the Person or public Body respectively aggrieved or sustaining such Injury or Damage by Action in any competent Court.

Saving Rights of the North Level Commissioners.

74. Nothing in this Act contained shall extend to prejudice, alter, lessen, control, or take away any of the Rights, Powers, Authorities, or Jurisdictions now vested in or enjoyed by the *North Level* Commissioners, or the Commissioners of the *Nene Outfall*, or the Commissioners for the Drainage of any District within the *North Level*; but all such Rights, Powers, Authorities, and Jurisdictions respectively shall remain in as full Force as if this Act had not been passed, and the *North Level* Commissioners and District Commissioners respectively shall not be liable to make any Compensation for any Damage or Injury occasioned by widening, deepening, varying, altering, or diverting the said Main Drain or the said "*New Wryde*," or by making any new Drains or Works for the Drainage

of

of the *North Level* and *Great Portsand*, or any District within the Level, to any greater Extent than they would have been liable to if the said Railway had not been made.

For preserving Access to Water.

75. Where the Line of Railway cuts off or will cut off Access between the Land and the River *Nene*, the Company shall, during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain, and allow to be used by all Persons, and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway, or on a Level therewith, as the Board of Trade shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary or Assistant Secretary of the Board: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining any such Footways or Carriageways as may be required to be made after the Construction of the Line shall be defrayed by the Body or Persons interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of any such level Crossing, if made after the Construction of the Line, shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

Provision for preventing Deviation of certain Works without Consent of Board of Trade.

76. Where the Line skirts the River *Nene*, the Railway and other Works shall not deviate Riverwards from the continuous centre Line of the Railway marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board), or otherwise than in such Manner as may be mentioned in any such Consent: If any Deviation is made contrary to the Provisions of the present Section, the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company; and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Saving Rights of the Crown.

77. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the said Company to take, use, or in any Manner interfere

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, 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 exerciseable by the Queen's Majesty, Her Heirs or Successors.

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

78. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company 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 pass during the present 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, or of the Rates and Charges for small Parcels, authorized by this Act.

Expenses of Act.

79. All Costs, Charges, and Expenses connected with the passing of this Act shall be paid by the Company.

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SCHEDULE.

HEADS of ARRANGEMENT made this Sixteenth Day of May One thousand eight hundred and sixty-three, between the PETERBOROUGH, WISBEACH, AND SUTTON RAILWAY COMPANY (herein-after called "The Peterborough Company") of the one Part, and the MIDLAND RAILWAY COMPANY of the other Part.

First. These Heads to be subject to the Sanction of Parliament.

Secondly. The Peterborough Company, at their own Expense, to make and complete the new Railways, Stations, Buildings, and Works, authorized by this Act, to the Satisfaction of the Engineers of the Peterborough Company and of the Midland Company respectively; or in case of any Difference of Opinion, to the Satisfaction of an Engineer to be appointed by the Board of Trade.

Thirdly. After the new Railways are authorized to be opened for public Traffic, the Midland Company at all Times, at their own Expense, to maintain, manage, man, stock, work, and use the new Railways and Works, and to work and use the same as so properly to develope and accommodate not only the Through Traffic but also the Local Traffic of the District, to be served by the new Railways.

Fourthly. The Midland Company to pay Taxes, Rates, Government Duty, and all other Landlord and Tenants Charges and Outgoings, except chief Rents (if any), and except Tithe, Tithe Rentcharge, and Land Tax.

Fifthly. The Midland Company to receive Payment half-yearly for their Passenger Station Accommodation at Peterborough such Sum by way of Rent as shall in case of Need be settled by Arbitration as herein-after mentioned.

Sixthly. The Mileage Charge for Through Traffic to be as follows: The Midland Company to receive their actual Mileage upon all Traffic passing to, from, and over the new Railways, and going beyond Peterborough on the Midland Railway.

Seventhly. The Peterborough Company to account to the Midland Company for all Receipts of the Peterborough Company from all Traffic Sources; Tolls from Third Parties to be, as between the Peterborough Company and the Midland Company, estimated at the Parliamentary Maximum.

Eighthly. From the Total of the gross Receipts for all Traffic conveyed by the Midland Company on or over the new Railways, and the Receipts to be accounted for under the Seventh Head, the following Deductions to be made:

The Payments for Passenger Accommodation under the Fifth Head:

The due Proportion of the Mileage Charges under the Sixth Head.

Paid-ons and Clearing House Terminals, except at any Station on the new Railways:

And the Residue shall be the Receipts divisible between the Midland Company and the Peterborough Company.

Ninthly.

Ninthly. Fifty per Cent. of the divisible Receipts to be paid to the Midland Company for their Expenses of the Maintenance, Management, and Working of the new Railways, and the other Fifty per Cent. to be paid to the Peterborough Company.

Tenthly. The Division of the gross Receipts to be made half-yearly, and Accounts to be rendered half-yearly.

Eleventhly. The Midland Company to keep all proper Accounts and Vouchers, and to afford proper Inspections thereof to the Peterborough Company.

Twelfthly. The Interest on Bonds or Debentures of the Peterborough Company to be a First Charge on the gross Receipts, and to be paid thereout by the Midland Company, the same to be repaid to them by the Peterborough Company out of their Proportion of the divisible Receipts from Time to Time, and in case of any Deficiency in such Proportion in any Half Year, the Amount of such Deficiency shall be a Charge on any Monies payable to the Peterborough Company by the Midland Company in any subsequent Half Year.

Thirteenthly. All Differences between the Companies, and all Questions as to the carrying into effect of the Provisions of the Arrangement, to be determined by Arbitration, under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade, with ample Powers.

Fourteenthly. A formal Agreement for carrying these Heads into effect to be prepared on behalf of both Companies by John Bullar Esquire, and to be executed under Seal, and binding on them both.

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