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VICTORIÆ REGINÆ.

Cap. ccxcvi.

An Act to authorize the Construction of Railways to connect *Deal* and *Walmer* and *Dover* in the County of *Kent*, and for other Purposes.

[5th July, 1865.]

WHEREAS the Construction of Railways to connect *Deal* and *Walmer* and *Dover* in the County of *Kent* would be of public and local Advantage: And whereas the Persons herein-after named, together with other Persons, are willing to construct the said Railways and are desirous of being incorporated into a Company for the Purpose of carrying such Undertaking into execution: And whereas the Railways by this Act authorized will be in substitution for "the *Deal* Extensions" authorized by the "*London, Chatham, and Dover* Railway (*Deal* Extension) Act, 1862," and it is expedient that the Construction of the said "*Deal* Extensions" be abandoned: And whereas it is expedient that the Company (in the Schedule to this Act called the *Deal* Company) so to be incorporated and the *London, Chatham, and Dover* Railway Company (in the Schedule to this Act called the *Chatham* Company) should be empowered to make and carry into effect such Arrangements as are herein-after contained: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore

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please

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please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for any Purpose as "The *Deal and Dover Railway Act, 1865.*"

8 & 9 Vict. cc. 16., 18., & 20.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. cc. 92. & 118.
incorporated. 2. "The Companies Clauses Consolidation Act, 1845," and Part I., relating to Cancellation and Surrender of Shares, of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I., relating to "Construction of a Railway," and Part III. relating to "Working Agreements," of "The Railways Clauses Act, 1863," (save so far as any of the Clauses and Provisions thereof respectively are expressly excepted or varied by this Act,) shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. In this Act the Expression "the Company" shall mean the Company by this Act incorporated, the Expression "the Railway" or "the Railways" shall mean the Railways and Works in connexion therewith by this Act authorized, and the Expressions "Superior Courts" and "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Mean-
ings to
Words
in this Act
as in incor-
porated Acts.

4. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Incorpora-
tion of
Company.

5. *Frederick Leith, Walter Leith, Archibald Park*, 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 Railways and Works herein-after described, with proper Stations, Works, and Conveniences in connexion therewith, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts mentioned, and for the Purposes aforesaid shall be incorporated by the Name of "the *Deal and Dover 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

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the Purposes of the Undertaking, subject to the Restrictions herein and in the said incorporated Acts contained, and the Undertaking of the Company shall be called "the *Deal and Dover Railway*."

6. The Capital of the Company shall be One hundred and fifty thousand Pounds, and shall be divided into Fifteen thousand Shares of the Amount of Ten Pounds each. Capital.

7. One Fourth of the Share shall be the greatest Amount of any One Call which the Company may make on any Share created by them under the Powers of this Act, and Three Fourths of the Share shall be the utmost aggregate Amount of Calls made in any One Year upon any Share, and Two Months at least shall be the Interval between successive Calls. Calls.

8. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

9. It shall be lawful for the Company to borrow on Mortgage any Sum not exceeding in the whole Fifty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the said Capital of One hundred and fifty thousand Pounds has been subscribed for *bonâ fide* and issued, and that One Half of such Capital has been paid up, and that not less than One Fifth of the Amount of each Share has been paid on issue of the same, and that such Shares are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence. Power to borrow on Mortgage.

10. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Two thousand Pounds in the whole. Arrears may be enforced by Appointment of a Receiver.

11. All

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- Application of Monies.** **11.** All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.
- First Ordinary Meeting.** **12.** The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.
- Quorum of General Meeting.** **13.** The Quorum of General Meetings of the Company shall be Five Shareholders holding in the aggregate not less than One Twentieth of the Capital of the Company.
- Number and Qualification of Directors.** **14.** The Number of Directors of the Company shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Shares or Stock in the Undertaking of the aggregate nominal Value of Two hundred Pounds.
- Quorum of Directors.** **15.** The Quorum of a Meeting of Directors shall be Two.
- First Directors.** **16.** *Frederick Leith, Walter Leith, and Archibald Park*, and Three other duly qualified Persons nominated in this Behalf by the before-named Persons or by the Survivors of them, or by a Majority of the before-named Persons or the Survivors of them, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company: Provided always, that the Acts and Proceedings of the Directors for the Time being previous to such Nomination shall not be invalidated or prejudiced by reason of the Number of Directors being less than Six.
- Provisions for Directors retiring, and future Elections.** **17.** At the First Ordinary Meeting of the Company the Shareholders present personally or by proxy may continue in Office the First Directors or any of them, or may elect a new Body of Directors or Directors to act either in the Room of or along with such of the First Directors as may be so re-elected, and additional Directors to make up the Number of Six, the First Directors being eligible for Re-election; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-six, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present personally or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead as in that Act mentioned.

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18. 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.

Powers for compulsory Purchases limited.

19. The Company may purchase by Agreement and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Two Acres.

Lands for extraordinary Purposes.

20. Whereas Plans and Sections of the proposed Railways and Works showing the Lines and Levels thereof, and also a Book of Reference thereto containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the same are intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Kent*: Therefore, subject to the Provisions of this Act, and of the Acts wholly or partially incorporated herewith, the Company may from Time to Time enter upon, take, and use and appropriate, all or any of the Lands defined on the deposited Plans, and described in the deposited Books of Reference, and may make and maintain the Railways hereinafter described, and the Stations and Works connected therewith, in the Lines and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections.

Power to make Railways and Works according to deposited Plans.

21. The Railways and Works by this Act authorized are as follows; (that is to say,)

Lines of Railway.

Railway No. 1. A Railway commencing by a Junction with the Main Line of the *London, Chatham, and Dover* Railway at or near a Point Twenty Yards or thereabouts South-eastward of a Bridge carrying the Road numbered 10 in the Parish of *Buckland* in the County of *Kent* on the deposited Parliamentary Plans of "the *East Kent* Railway (*Dover* Extension), 1855," over the said Main Line, and terminating at the Turnpike Road leading from *Deal* to *Upper Deal* at a Point on that Road opposite to the Station of the *South-eastern* Railway in the Parish of *Deal* in the County of *Kent*:

Railway No. 2. A Railway commencing by a Junction with the Main Line of the *London, Chatham, and Dover* Railway at a Point Two hundred and seventy-three Yards or thereabouts to the North-westward of the Bridge carrying such Main Line over the Road numbered 32 in the Parish of *River* in the County of *Kent* on the deposited Parliamentary Plans of "the *East Kent* Railway (*Dover* Extension), 1855," and terminating by a Junction with the firstly herein-before described intended Railway in a Field in the

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Parish

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Parish of *Buckland*, adjacent to and on the Eastern Side of the Road leading from the *Dover and Canterbury* Turnpike Road to *Old Park* Farm, and which Junction is also intended to be at a Point in such Field Ninety-eight Yards or thereabouts South-eastward of a Point in the Centre of such Road, distant Two hundred and sixty-four Yards or thereabouts from the Junction of such Road with the said *Dover and Canterbury* Turnpike Road:

Railway No. 3. A Railway commencing in the said Parish of *Deal* by a Junction with the intended Railway No. 1. at a Point to the Southward of and distant Six hundred Yards or thereabouts from the Termination as herein-before described of the intended Railway No. 1., and terminating in the said Parish of *Deal* by a Junction with the *South-eastern* Railway Company's *Minster and Deal* Branch Railway at or near a Point on such Branch Railway distant Six hundred Yards or thereabouts from the South End of the Station Building of the *South-eastern* Railway Station at *Deal*.

Certain
Roads may
be crossed
on the
Level.

22. The Company may carry the Railway by this Act authorized on the Level across the Roads numbered on the said deposited Plans as follows; (that is to say,)

No. of Road on Plan.	Parish.	Description of Road.
46	Deal - -	Public Road.
69	Deal - -	Public Road.
106	Deal - -	Public Road.

But not more than a single Line of Railway shall be laid down at any such level Crossing so long as the Railway 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: Provided also, that Carriages propelled by Steam or by Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Engine, shall not, without the further Authority of Parliament, be used across either of those Roads.

Limiting
Time for
Exercise of
other
Powers.

23. Upon the Expiration of Five Years from the passing of this Act, all the Powers hereby granted to the Company for making the Railways and Works hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

London,
Chatham, and
Dover Rail-

24. The *London, Chatham, and Dover* Railway Company shall abandon and relinquish the Construction of "the *Deal* Extensions" by

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by the "*London, Chatham, and Dover Railway (Deal Extension) Act, 1862,*" authorized, and that Act is hereby repealed.

way to abandon Deal Extensions.

25. Provided always, That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the *London, Chatham, and Dover Railway Company* for purchasing any Lands which that Company were empowered to purchase for the Purpose of constructing the Railways so authorized to be abandoned, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties, by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "*The Lands Clauses Consolidation Act, 1845,*" for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the aforesaid Railways shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the *London, Chatham, and Dover Railway Company* were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the *London, Chatham, and Dover Railway Company* upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "*The Lands Clauses Consolidation Act, 1845,*" contained.

Compensation to be made where Contracts have been entered into or Notices given.

26. Within such Period and in such Manner as may be agreed between the *London, Chatham, and Dover Company* and the *Company*, the *Company* shall pay to the *London, Chatham, and Dover Railway Company* all Costs incurred by that Company in applying for and obtaining "*The London, Chatham, and Dover Railway (Deal Extension) Act, 1862,*" and all Costs incurred by them under the Provisions of the said Act or otherwise for carrying into effect the Purposes of their Undertaking under that Act (except such Compensation to Landowners and others as is by this Act required to be paid by the Company); and the Amount of such Costs in case of Dispute between the said Companies shall be settled by Arbitration in manner provided by "*The Railway Companies Arbitration Act, 1859,*" and a Receipt under the Hands of Three Directors, or of Two Directors and the Secretary of the *London, Chatham, and Dover Railway Company* for the Amount of such Costs, or any Part thereof, shall be a sufficient Discharge to the Company for the Amount therein stated to have been received; and the Company shall not be bound to see to the Application of the Sums for which such Receipts shall

Company to pay *Dover Company* their Costs incurred in relation to Act of 1862.

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shall be given, or responsible for any Misapplication or Non-application thereof; and upon the Receipt of such Costs the *London, Chatham, and Dover* Railway Company shall deliver to the Company all Books, Plans, and other Documents belonging to them and relating to the Undertaking.

Application
of Monies
received.

27. The Directors of the *London, Chatham, and Dover* Railway Company shall forthwith, upon the Receipt of any Monies payable to them from the Company under this Act, apply the same in discharging the Debts and Obligations of the *London, Chatham, and Dover* Railway Company relating to the abandoned Undertaking.

For Protec-
tion of
Messieurs
Sladen.

28. The Agreement dated the Twelfth Day of *June* One thousand eight hundred and sixty-two, between *Joseph Sladen* of the First Part, *Charles Sladen, Saint Barbe Sladen,* and *Douglas Brooke Sladen* of the Second Part, and the *London, Chatham, and Dover* Railway Company of the Third Part, shall be binding on the Company as if they had been Parties thereto instead of the *London, Chatham, and Dover* Railway Company; and the Purchase of so much of the Lands mentioned in the said Agreement as shall be proper and sufficient for the Purposes of the Railway No. 1. shall be completed by the Company on or before the First Day of *August* One thousand eight hundred and sixty-seven: Provided also, that in the event of the Company failing to pay the Purchase Money for those Lands on or before the said First Day of *August* One thousand eight hundred and sixty-seven, the said *London, Chatham, and Dover* Railway Company shall pay the Purchase Money for the same to the Parties entitled thereto on their performing in respect of those Lands their Part of the said Agreement: Provided also, that the Purchase Money by whichever Company paid shall bear Interest at the Rate of Five Pounds *per Centum per Annum* from the First Day of *August* One thousand eight hundred and sixty-five: Provided also, that nothing in this Act or in any other Act of the present Session of Parliament, whether passed before or after this Act, contained, shall be held to relieve the *London, Chatham, and Dover* Railway Company from any Liability under the said Agreement in the event of the same not being fulfilled by the Company.

Security for
Completion
of Railway
within Time
limited.

29. 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 Eleven thousand seven hundred and sixty Pounds has been deposited with the Court of Chancery in *England*, pursuant to the same Act, in respect of the Application to Parliament for this Act: And whereas Eight *per Centum* of One hundred and forty-seven thousand Pounds, the estimated Expense of the Railways authorized by this Act, amounts to Eleven thousand

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thousand seven hundred and sixty Pounds: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid in respect of the Application for this Act, or the Interest and Dividends of that Sum, shall not, except upon the Execution and Deposit of such Bond as 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 by this Act limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if that Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum so 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 then 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 Eleven thousand seven hundred and sixty Pounds shall have been executed by the Company with One or more Surety or 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 Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eleven thousand seven hundred and sixty Pounds, if the Company shall not within the Period by this Act limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money so deposited as aforesaid, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in such Warrant or Order as

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aforesaid,

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aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum 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 Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

30. The Company may demand and take for the Use of the Railways and for the Supply of Carriages, Waggon, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers.

First, in respect of Passengers conveyed upon the Railways or any Part thereof; (as follows,)

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile.

For Animals.

Secondly, in respect of Animals conveyed upon the Railways or any Part thereof; (as follows,)

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile.

Tonnage on Articles of Merchandise.

Thirdly, in respect of Goods and other Things conveyed upon the Railway or any Part thereof; (as follows,)

Class 4. For all Coals, Coke, Culm, Charcoal, Cannel, Limestone, Chalk, Lime, Salt, Sand, Fireclay, Cinders, Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, *per* Ton *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class

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Class 5. For all Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Bricks, Slag, Stone, Stones for building, pitching, and paving, Tiles, Slates, and Clay, except Fireclay, and for Wrought Iron, and for heavy Iron Castings, including Railway Chairs, *per Ton per Mile One Penny Halfpenny*; and if conveyed in a Carriage belonging to the Company, an additional Sum *per Ton per Mile* of One Halfpenny :

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewood, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per Ton per Mile Twopence*; and if conveyed in a Carriage belonging to the Company, an additional Sum *per Ton per Mile* of One Penny :

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matter, or Things, *per Ton per Mile Threepence*; and if conveyed in a Carriage belonging to the Company, an additional Sum *per Ton per Mile* of One Penny :

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, if conveyed on a Truck or Platform belonging to the Company Sixpence *per Mile*, and a like Sum of One Penny Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

31. The Company may demand for the Use of Engines for propelling Carriages on the Railways any Sum not exceeding One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken for the Use of the Railways. Tolls for propelling Power.

32. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,) Maximum Rates of Charge.

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

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

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

33. Provided

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Restriction
as to Charges
not to apply
to Special
Trains.

33. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railways, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Passengers
Luggage.

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

Maximum
Rates of
Charge for
Animals and
Goods.

35. The maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railways and Waggon or Trucks, and for locomotive Power, and 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 Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile :

For every Animal in Class 2, Threepence *per* Mile :

For every Animal in Class 3, One Penny Halfpenny *per* Mile :

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile :

For everything in Class 5, Twopence *per* Ton *per* Mile :

For everything in Class 6, Threepence *per* Ton *per* Mile :

For everything in Class 7, Fourpence *per* Ton *per* Mile :

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, carried or conveyed on a Truck or Platform, *per* Mile Sixpence.

Regulations
as to the
Tolls.

36. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles :

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals, Minerals, and Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be
a Fraction

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a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral 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, and so in proportion for any smaller Quantity.

37. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,) Tolls for
small
Parcels
and single
Articles
of great
Weight.

For the Carriage on the Railways or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Threepence:

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

And for the Carriage of any Parcel exceeding Fifty-six Pounds 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 Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, 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 Sums as they may 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.

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Terminal
Station.

38. No Station shall 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.

Tolls during
Contracts.

39. During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act the Railways of the Companies Parties to such Agreement shall, for the Purposes of Tolls and Charges, be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways and partly on the Railways of the other contracting Company, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Charges in respect of short Distances traversed on the Railway or Railways, save such as herein-before mentioned in respect to Four Miles, shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters, partly on the Railways and partly on the Railways of the other contracting Company.

Company
may take
increased
Charges by
Agreement.

40. Provided always, That 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 thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Confirmation
of Heads of
Agreement.

41. The Heads of Agreement set forth in the Schedule to this Act are by this Act confirmed, and shall have full Effect according to the Terms and Intents thereof.

Power to
enter into
Traffic Ar-
rangements.

42. The Company on the one hand, and the *London, Chatham, and Dover* Railway Company on the other hand, may from Time to Time enter into and carry into effect Contracts or Arrangements with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,)

The Maintenance, Repair, and Management of all or any Part of the Railways of the Company :

The Use and Working of all or any Part of the Railways of the Company and the Conveyance of Traffic thereon :

The

The Deal and Dover Railway Act, 1865.

The Supply and Maintenance of Engines, Stock, and Plant, and Servants required for such Purposes, and the Costs and Expenses of such Working, Management, Maintenance, and Repair :

The fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic on the Railways of the contracting Companies.

43. The *London, Chatham, and Dover* Railway Company, the *South-eastern* Railway Company, and the Company, shall respectively afford and render all requisite Services, Accommodations, Facilities, and Conveniences at, on, and over their respective Railways and Stations between and including the Stations on the *South-eastern* Railway at *Margate, Ramsgate, Minster, Sandwich, and Deal*, on the North, and the Stations on the *London, Chatham, and Dover* Railway at *Dover* on the South, by means of the Line by this Act authorized, for all Traffic passing or intended to pass from *Margate, Ramsgate, Minster, Sandwich, and Deal* to *Dover*, or to any Places intermediate between those several Stations and *Dover*; and also all Traffic passing or intended to pass from *Dover* to *Margate, Ramsgate, Minster, Sandwich, and Deal*, or to any Places intermediate between *Dover* and those Stations respectively, by means of the Line by this Act authorized, and by Through Rates, Through Booking, and, when necessary, Through Waggon, Trucks, and Carriages, and by mutual Interchange of Rolling Stock; and shall at all Times, and in all respects, conduct, carry on, forward, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic; and the Rates and Charges for such Traffic shall be divided in such Manner as the Companies interested from Time to Time agree, or, failing Agreement between them, shall be settled by Arbitration, in manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration, or if the Parties to the Difference shall so determine in the Manner provided by "The Railways Companies Arbitration Act, 1859;" and any Difference between the respective Companies with respect to the Mode of affording such Accommodation and Facilities shall be determined by Arbitration in like Manner: Provided always, that nothing herein contained shall apply or be deemed or construed to apply to any Traffic other than Traffic from *Ramsgate* and *Margate* to *Dover*, and from *Dover* to *Ramsgate* and *Margate*, and Stations intermediate between those Places respectively.

Facilities to be afforded to Traffic booked through.

44. 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 Calls made in respect of the Shares held by him in the Capital by this Act authorized to be

Interest or Dividend not to be paid on Calls paid up.

be

The Deal and Dover Railway Act, 1865.

be raised: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

45. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, 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.

Railway
not exempt
from Pro-
visions of
present and
future
General
Acts.

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

Expenses of
Act.

47. The Costs, Charges, and Expenses of obtaining and passing this Act, and in any way preparatory or incidental thereto, shall be paid by the Company.

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SCHEDULE.

MEMORANDUM of HEADS for an AGREEMENT made and entered into this Twentieth Day of June One thousand eight hundred and sixty-five, between the London, Chatham, and Dover Railway Company and Frederick Leith, Walter Leith, and Archibald Park, the Provisional Directors of the Deal and Dover Railway Company.

1. Preamble.

2. Deal Company to complete Railway with Junction with the Chatham Railway as a single Line.

3. The Junction with the Chatham Railway to be made to the Satisfaction of the Engineer of the Chatham Company.

4. The Chatham Company to attempt an Arrangement with the South-eastern Company for the Use of the Deal Station of that Company. If unsuccessful, the Deal Company to make a Station thereat; such Attempt to be deemed unsuccessful if the Chatham Company cannot arrange Terms satisfactory to themselves.

5. The Position of intermediate Stations on the Deal Railway to be left to Mr. Forbes for the Chatham Company and Mr. W. Leith on behalf of the Promoters. Any Station which may be required after the opening of the Line to be subject to the same Arrangement as those previously constructed; videlicet, to be built by the Deal Company and worked by the Chatham Company.

6. The Chatham Company to work the Line for Ninety-nine Years from opening, and indemnify the Deal Company against all Liabilities from Accidents in working the Traffic, and find Rolling Stock, Staff, Stores, Materials, Clerks, Porters, Gatekeepers, and receive Tolls and Charges, and run not less than Six Trains to and from Deal and Dover each Day and Three on Sundays, for the Conveyance of Passenger and other Traffic. The Chatham Company to have Control over Times for starting the Trains.

7. The Chatham Company to have sole working of the Traffic of the Deal Company.

The South-eastern Company to be permitted to book through over the Deal Line, except for Points fairly competitive between the Chatham and South-eastern Companies.

8. The Deal Company to hand over the Line to the Chatham Company in a State, as regards Works and Stations and Station Fittings, to the reasonable Satisfaction of the General Manager and Engineer of the Chatham Company, and to maintain the same for Twelve Months after such opening for public Traffic. At the Expiration of such Twelve Months the Chatham Company to maintain the Line and Works in efficient Repair, Wear and Tear alone excepted, and hand over the same at the Termination of the said Agreement in as good and efficient a State as received; but any extraordinary Repairs

[Local.]

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or

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or Works rendered necessary by Faults of original Construction, Flood, Tempest, Act of God, or the Queen's Enemies, to be executed at the Cost of the Deal Company, any Question arising on the Point to be settled by Arbitration.

9. The Chatham Company to pay Government Duty on Passenger Fares, all Rates and Taxes, parliamentary or parochial, except Income Tax.

10. The Traffic to be divided into Two Classes, Through and Local: Local to include all Traffic commencing and finishing upon any Part of the Deal Railway, including Deal and all Stations on the Chatham Railway between the Junction with the Deal Railway and the Harbour Station of the Chatham Railway at Dover, which shall, for the Purposes of the Agreement, be considered as the Terminus, of the Deal Railway; Through Traffic shall include all other Traffic.

11. A complete System of Through Booking to be established between the System of the Chatham Company and Companies beyond with which the Chatham Company may have Through Booking Arrangements and the Stations on the Deal Railway; also between the System of the South-eastern Railway and Stations on the Deal Railway, save only where such Booking can be held to be competitive with the Chatham Company.

12. The Chatham Company not to book or carry Traffic to and from Places on the Deal Line (inclusive of Deal and Walmer) by any other Route than the Deal Railway viâ the Junction with the Chatham Company, the Stations on the Kent Coast Line East of Faversham excepted.

13. Local Traffic Fares, Rates, and Charges to be fixed by Agreement.

14. Through Traffic Fares, Rates, and Charges to be fixed by Agreement and divided on Mileage.

15. Terminals to be allowed before Division of Receipts, calculated as follows:

London 1s. 6d. per Ton.

All other Stations 1s. per Ton.

Coal 3d. per Ton.

Terminals at intermediate Stations on the Deal and Dover Railway to be divided Half and Half.

16. Accounts Clause. The Chatham Company to keep an Account of the various Classes of Receipts. From gross Receipts for local Traffic the Chatham Company to deduct and retain all Sums "paid out," next the Terminal Charges (if any be allowed to that Company) and the actual Mileage Proportion of the Receipts due to them as Owners of the Line as between the Junction with the Deal Company and the respective intermediate Stations to and inclusive of their Terminal Station at the Dover Harbour, and of the Residue Fifty per Cent. shall belong to the Deal Company and the Remainder to the Chatham Company. Through Traffic from gross Receipts deducted as above and then divided, Fifty per Cent. to the Deal Company and the Remainder to the Chatham Company. In addition to the foregoing the Deal Company shall receive from the Chatham Company on all Traffic booked through between the Systems of the Two Companies Ten per Cent. of that gross Proportion of the Receipts which is due to the whole Distance the Traffic passes over the Chatham Railway. If under this Arrangement the Amount receivable by the Deal Company shall fall short of Four thousand five hundred Pounds a Year nett,

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nett, the Chatham Company shall allow such increased Rebate, not in any Case exceeding Twenty per Cent. out of the gross Proportion as above, as will bring up the Amount to Four thousand five hundred Pounds per Annum.

17. Monthly Accounts of Traffic Receipts to be made by the Chatham Company to the Deal Company, together with Payment of Balance due to the Deal Company. The Accounts of the Chatham Company to be inspected by the Deal Company.

18. The Deal Company to recover against Chatham Company if Balance be not duly paid.

19. The Bill of the Deal Company to be submitted for the Approval of the Chatham Company before it is passed through Committee.

20. The Interest on Bonds or Debentures of the Deal Company to be a First Charge on the gross Receipts, and to be paid thereout by the Chatham Company, the same to be repaid to them by the Deal 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 Deal Company by the Chatham Company in any subsequent Half Year.

21. Arbitration Clause.



Witness to the Signature of Walter Leith
JAS. W. DAWSON,
Burton-on Trent.

FREDERICK LEITH.
WALTER LEITH.
ARCHIBALD PARK.

Witness to the Signature of Frederick Leith
and Archibald Park,
E. GARDNER,
Clerk to Messrs. Travers, Smith, & De Gex,
25, Throgmorton Street, London,
Solicitors.

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