ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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for the Conveyance of Coal and other Matters and Things from Vessels unloading at the said Wharf to the said Railway (Thirty thousand Tons of Coal alone having been conveyed over such Tramway in the last Year), and is likely to become of increasing Importance as a Means for the Conveyance of Troops and Stores and otherwise to the River *Thames* for Shipment: And whereas such last-mentioned Tramway has hitherto consisted of a single Line of Rails, and it is expedient that an additional Line of Rails should be constructed, and that proper Provision should be made for effecting the Junctions with the said *North Kent* Railway, and for enabling the *South-eastern* Railway Company to use such last-mentioned Tramway, but nevertheless all without Prejudice to the Estates, Powers, Rights, and Interests of the *South-eastern* Railway Company: And whereas *William Wheatley* Esquire of *Erith*, a retired Lieutenant Colonel in Her Majesty's Army, is or claims to be Tenant in Fee Simple in possession, subject to a certain Mortgage thereof to *Henry Robert Digby*, a Colonel in the Army, and *Richard Baker Wingfield Baker* Esquire, of the Lands whereon such Tramways already exist or are proposed to be extended and maintained, and has enjoyed the Use of such Tramways as already exist during the whole Period of their Existence, and is willing at his own Expense to make such Extension as aforesaid, and to maintain such Tramways and Works in manner herein-after mentioned, and it is expedient and would be of great public and local Advantage that the said *William Wheatley* should be empowered to effect such Extensions and Alterations as aforesaid, and to maintain the said Tramways in manner herein-after mentioned: And whereas Plans and Sections of such Tramways and Works connected therewith, showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in, upon, or through which the said Tramways and Works are respectively made or intended to be made, 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*: And whereas Mr. *John Parish* of *Erith* aforesaid is or claims to be possessed of the Lands whereon the first Two before-mentioned Tramways exist and are proposed to be extended, as Lessee thereof for a Term of Twenty-one Years from the First Day of *January* One thousand eight hundred and sixty-three, and Mr. *Charles Beadle* the younger, of *Erith* aforesaid, is or claims to be possessed of the Lands whereon the lastly before-mentioned Tramway exists and is proposed to be extended by the Addition of such other Line of Rails as aforesaid, for a Term of Ninety-nine Years from the Twenty-fifth Day of *March* One thousand eight hundred and sixty-two, and the said *John Parish* and *Charles Beadle* the younger are already in the Enjoyment of the User of such Portions of the aforesaid Tramways as at present exist

exist on the Lands whereof they are respectively the Lessees as aforesaid: And whereas it is expedient that the said *William Wheatley*, his Heirs and Assigns, be authorized to lease to the said *John Parish* and *Charles Beadle* the younger respectively any Portions of the Undertaking by this Act authorized, and that they be authorized to take the same on Lease: And whereas, in consideration of the Expenses which the said *William Wheatley* has incurred in constructing and maintaining the said last-mentioned Tramway, and of the Expenses which he will incur in constructing such additional Line of Rails as aforesaid, and maintaining the said last-mentioned Tramway, it is reasonable that the said *William Wheatley* and his Heirs and Assigns should be enabled to levy Tolls, Rates, and Duties in respect of such last-mentioned Tramway from Parties requiring to use the same: And whereas 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 Consent and Advice 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 for all Purposes be cited as "The *Erith* Tramways Act, 1864."

8 & 9 Vict. c. 20. and 26 & 27 Vict. c. 92. incorporated.

2. "The Railways Clauses Consolidation Act, 1845," and Part I. 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; and in construing the incorporated Acts in connexion with this Act the Expression "the Railway" in the said Acts means the Tramways and Works by this Act authorized, and the Expression "the Company" in the said Acts means the said *William Wheatley*, his Heirs and Assigns, unless there be in the Subject or Context anything repugnant to or inconsistent with such Construction.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

Power to make Tramways according to deposited Plans.

4. Subject to the Provisions of this Act the said *William Wheatley*, his Heirs and Assigns, may make and maintain the Tramways hereinafter described, and the Works connected therewith, in the Lines and according to the Levels and upon the Lands delineated on the said Plans and Sections and described in the said Book of Reference, and may

may enter upon, take, and use such of the same Lands as shall be necessary for the Purposes thereof, or may acquire any Right, Easement, or Privilege in, over, or affecting those Lands.

Description of Works.

5. The Tramways by this Act authorized to be constructed where not already in existence, and to be maintained where already in existence, are as follows; (that is to say,)

A Tramway, with all proper Works and Conveniences in connexion therewith, commencing at, in, or near to the Ballast Pits or Cliffs at *Erith* in the Parish of *Erith* in the County of *Kent* at a Point at the North End of *Limewood* Field, and terminating at the *Upper Ballast Wharf* on the River *Thames*, in the same Parish and County:

A Tramway, with all proper Works and Conveniences in connexion therewith, commencing at, in, or near to the aforesaid Ballast Pits or Cliffs at a Point at the North End of *Limewood* Field, and terminating at the *Lower Ballast Wharf* on the River *Thames*, in the Parish and County aforesaid:

A Tramway commencing by a Junction with or Siding from the *North Kent* Railway at *Erith* in the Parish and County aforesaid, at a Point about One hundred and fifty Yards from the Gate House on the *North Kent* Railway known as the *Slade Green Crossing*, and in, near to, or adjoining the Brick Fields of Messrs. *White* Brothers, and terminating at a Point on the River *Thames* at *Erith*, in the Parish and County aforesaid, called the *Cray Wharf*.

Mode of effecting Communication with North Kent Railway.

6. The Junction, if and when, with the Consent of the *South-eastern* Railway Company in Writing under their Common Seal, made between the last-mentioned Tramway and the *North Kent* Railway, shall be made with such Siding and at such Point thereon (within the Limits of Deviation shown upon the Plans deposited as in this Act mentioned) as the Engineer for the Time being of the *South-eastern* Railway Company may require, and at no other Point without the Consent in Writing of the *South-eastern* Railway Company under their Common Seal first had and obtained, and all Communications between the said last-mentioned Tramway and the Siding of the *North Kent* 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 *South-eastern* Railway Company may from Time to Time approve and require.

Expenses of Communication to be borne by the said William Wheatley.

7. The Expenses of the Communication hereby authorized with the Siding of the *North Kent* Railway and of the necessary Openings in the Rails thereof, and of all the Works which may from Time to Time be requisite for effecting such Communications, and for altering, amending,

amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the said *William Wheatley*, his Heirs and Assigns, and all such Communications, Openings, and Works shall be made and done, and shall also from Time to Time be altered, amended, repaired, and maintained by the said *William Wheatley*, his Heirs and Assigns, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *South-eastern* Railway Company, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or injure the *North Kent* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Lands belonging to the South-eastern Company not to be taken without Consent.

8. Nothing in this Act contained shall extend to or be deemed or construed to extend to authorize or enable the said *William Wheatley*, his Heirs or Assigns, to take or enter upon or use, either permanently or temporarily, any of the Lands, Works, or Property belonging to the *South-eastern* Railway Company, or which that Company use or are authorized to acquire, or to alter, vary, or interfere with the *South-eastern* Railway, or any of the Sidings or other Works or Conveniences thereof, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *South-eastern* Railway Company under their Common Seal.

Easements only to be acquired in Land of the South-eastern Company.

9. With respect to any Land or Property of the *South-eastern* Railway Company, or which they are authorized to acquire as aforesaid, and which the said *William Wheatley*, his Heirs and Assigns, are by this Act, with their Consent, from Time to Time authorized to use, enter upon, or interfere with, the said *William Wheatley*, his Heirs and Assigns, shall not purchase and take the same, but the said *William Wheatley*, his Heirs and Assigns, by Agreement with them, may purchase and take, and the *South-eastern* Railway Company may sell and grant accordingly an Easement or Right of using the same for the Purposes for which but for this Enactment the said *William Wheatley*, his Heirs or Assigns, might purchase and take the same.

Power for South-eastern Company to work over and use One of the Tramways and Cray Wharf.

10. The *South-eastern* Railway Company from Time to Time, if and when and as they think fit and for all Traffic Purposes, with their Engines, Carriages, and Waggons, and otherwise, may work over and use the said last-mentioned Tramway, and the said *William Wheatley*, his Heirs and Assigns, shall ship or land and deliver into Trucks, or in the event of neglecting so to do, permit the *South-eastern* Railway Company to ship, or land and deliver into Trucks at the *Cray Wharf* aforesaid, any Goods, Coal, Cattle, Passengers, or other Matters and Things they may wish so landed or shipped and delivered.

Terms and Conditions for the working over and using.

11. If and when the *South-eastern* Company determine so to work over and use the said last-mentioned Tramway and *Cray Wharf* aforesaid, the Terms and Conditions on which they shall do so and on which the said *William Wheatley*, his Heirs and Assigns, shall land or ship Goods, Coal, Cattle, Passengers, or other Matters and Things for them, shall be such Terms and Conditions, pecuniary and otherwise, as the *South-eastern* Railway Company and the said *William Wheatley*, his Heirs and Assigns, shall from Time to Time agree on, or as, failing their Agreement, are determined by Arbitration under the Railway Companies Arbitration Act, 1859.

Saving Rights of the South-eastern Company.

12. Provided always, That this Act or anything therein contained, or anything done under the Authority thereof, shall not take away, diminish, prejudice, alter, or interfere with any of the Estates, Rights, Powers, Privileges, or Authorities of the *South-eastern* Railway Company; and any Consent from Time to Time given by them for any of the Purposes of this Act may be perpetual or temporary, and if temporary for such Time only as they think fit.

Level Crossings.

13. Subject to the Sections of "The Railways Clauses Act, 1863," incorporated with this Act, it shall be lawful for the said *William Wheatley*, his Heirs and Assigns, in the Extension and Maintenance of the said Tramways by this Act authorized to be extended and maintained, to carry and maintain the same with not more than Two Lines of Tramway across and on the Level of the Roads or Streets numbered respectively 2 on Plan A. and 9 and 14 on Plan B. of the Plans deposited for the Purposes of this Act in the Parish of *Erith*: Provided always, that the said *William Wheatley*, his Heirs or Assigns, shall maintain and keep in repair such Portions of the said Roads or Streets respectively as are authorized by this Act to be crossed on the Level by the said Tramways as aforesaid, and shall erect and maintain Gates at such level Crossings.

Certain Footpaths on Plan, when affected by Tramways, to be carried over the same by Bridges.

14. Whenever the Footpaths numbered 5 and 6 on the said Plan B. shall be interfered with or affected by the Works necessary for making the said Line or Lines of Tramway, such Footpaths shall be carried over the same by Bridges to be constructed to the Satisfaction of the *Dartford* Highway Board, and in such Manner as shall not unduly affect the Levels of the said Paths.

Saving Rights of Highway Board.

15. Nothing in this Act contained shall extend or be construed to extend to repeal or in anywise affect, alter, abridge, or interfere with any of the Powers, Rights, Privileges, or Authorities of a certain Act of Parliament of the Fifth and Sixth *William* IV., Chapter Fifty, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of* Great Britain *called* England, and of a certain

certain other Act of Parliament of the Twenty-fifth and Twenty-sixth *Victoria*, Chapter Sixty-one, intituled *An Act for the better Management of Highways in* England, and of the several Acts of Parliament in the said Two several Acts mentioned or referred to, or any or either of them, or of a certain Order made at a Special General Session for the County of *Kent*, pursuant to the Provisions of the said Act of the Twenty-fifth and Twenty-sixth *Victoria* for the more convenient managing of the Highways in the said County.

Maximum Rate of Speed.

16. The maximum Rate of Speed at which any Carriages shall be drawn on the Tramways shall not exceed Ten Miles an Hour.

Toll for Use of Engines or other motive Power.

17. For the Use of Engines or other motive Power for drawing or propelling Carriages or Trucks on the Tramway by this Act lastly authorized when provided by the said *William Wheatley*, his Heirs or Assigns, (in addition to the other Tolls and Charges by this Act authorized to be taken,) any Tolls not exceeding Fourpence for each Ton of Goods or other Articles or Things may be demanded and taken.

Maximum Rates of Charges for Passengers;

18. The maximum Rate of Charge to be made by the said *William Wheatley*, his Heirs or Assigns, for the Conveyance of Passengers along the said last-mentioned Tramway, including the Tolls for the Use of such Tramway, and of any Pier or Landing Place connected therewith, and of Carriages, and for motive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Fourpence:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny.

for Cattle, Goods, &c.

19. And with respect to the Conveyance of Animals, Cattle, Minerals, and Goods, the maximum Rate of Charges to be made by the said *William Wheatley*, his Heirs and Assigns, for the Conveyance thereof along such Tramway, and of any Pier or Landing Place connected therewith, including the Tolls for the Use of such Tramway and Waggons or Trucks and motive Power, and every Expense incidental to such Conveyance, including loading and unloading, and any other Services incidental to the Business or Duty of a Carrier or Wharfinger, when such Services or any of them are or is performed by the said *William Wheatley*, his Heirs or Assigns, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Eightpence:

For Cattle, Sixpence *per* Head:
For every Calf, Pig, Sheep, and other small Animal, Threepence:
For all Ballast, Earth, Sand, Chalk, Limestone, Coals, Coke, Culm, Cannel, Ironstone, Iron Slabs, Lime, Bricks, Fireclay, Cinders, Slag, Stone, and all undressed Materials for the making or Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay, One Shilling and Twopence *per* Ton:
For all other Wares, Merchandise, Articles, Matters, or Things, One Shilling and Fourpence *per* Ton; and it shall be lawful for the said *William Wheatley*, his Heirs or Assigns, to demand and receive any Tolls for the Use of the Tramway by this Act lastly authorized not exceeding the before-named Tolls:
Provided always, that when any of the Services aforesaid are not performed by the said *William Wheatley*, his Heirs or Assigns, and the Person or Persons performing such Services shall consider the Allowance made from the Tolls by the said *William Wheatley*, his Heirs and Assigns, insufficient for the Performance of such Services, and shall be unable to agree with him or them as to the proper Remuneration for the same, the Question of such Remuneration shall be determined by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859."

Regulations as to the Tolls.

20. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)
For a Fraction of a Ton the said *William Wheatley*, his Heirs and Assigns, 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.

Passengers Luggage.

21. Every Passenger travelling upon such last-mentioned Tramway 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.

Power to take increased

22. Provided always, That nothing herein contained shall be held to prevent the said *William Wheatley*, his Heirs and Assigns, from taking

taking any increased Charge over and above the Charges hereinbefore 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 or by reason of any other special Service performed by the said *William Wheatley*, his Heirs or Assigns, in relation thereto. Charges by Agreement.

23. The said *William Wheatley*, his Heirs and Assigns, may grant, and the said *John Parish* and *Charles Beadle* the younger may respectively accept Leases of so much of the Tramways by this Act authorized as are made or to be made on the Lands whereof the said *John Parish* and *Charles Beadle* the younger are respectively possessed as Lessees as aforesaid, for the Residues of their aforesaid Terms respectively, and of the Works and Conveniences connected with such Tramways, and the Lands and other Property of the said *William Wheatley*, his Heirs and Assigns, held for the Purposes thereof, and of the Powers, Privileges, and Authorities of the said *William Wheatley*, his Heirs and Assigns, with respect to the same, on such Terms and Conditions as they shall mutually agree upon. Power to lease Portions of the Undertaking to Mr. J. Parish and Mr. C. Beadle the younger respectively.

24. This Act or anything therein contained shall not exempt the Tramways by this Act authorized 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 this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Charges by this Act authorized. Tramways not exempt from Provisions of present and future General Acts.

25. Nothing in this Act contained shall take away, lessen, or prejudice any Estates, Rights, or Privileges now vested in or enjoyed or exerciseable by the said *Henry Robert Digby* and *Richard Baker Wingfield Baker*, or by the said *John Parish* and *Charles Beadle* the younger respectively, at the Time of the passing of this Act, as such Mortgagees and Lessees respectively as aforesaid. Mortgages and Leases not to be affected.

26. The said *William Wheatley*, his Heirs or Assigns, shall not execute or perform or commence the Execution or Performance of any Work whatsoever upon the Shore of the River *Thames*, or of any Creek or Inlet thereof over which the Conservators of the River *Thames* have or exercise Jurisdiction, without the Consent in Writing of the said Conservators signed by their Secretary, and any Works in the River *Thames*, or in any such Creek or Inlet as aforesaid, which may be executed or performed with such Consent as aforesaid, shall be executed and performed to the Satisfaction of the Engineer for the Time being employed by the said Conservators, and the Plans of Saving Rights of Conservators of the River Thames.

any proposed Works shall be submitted to and approved by the said Conservators before such Works shall be carried into execution, and nothing in this Act contained shall authorize or empower the said *William Wheatley*, his Heirs or Assigns, to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Shore thereof, except according to such Plans, and nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the said Conservators, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Expenses of Act.

27. All Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the said *William Wheatley*.

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