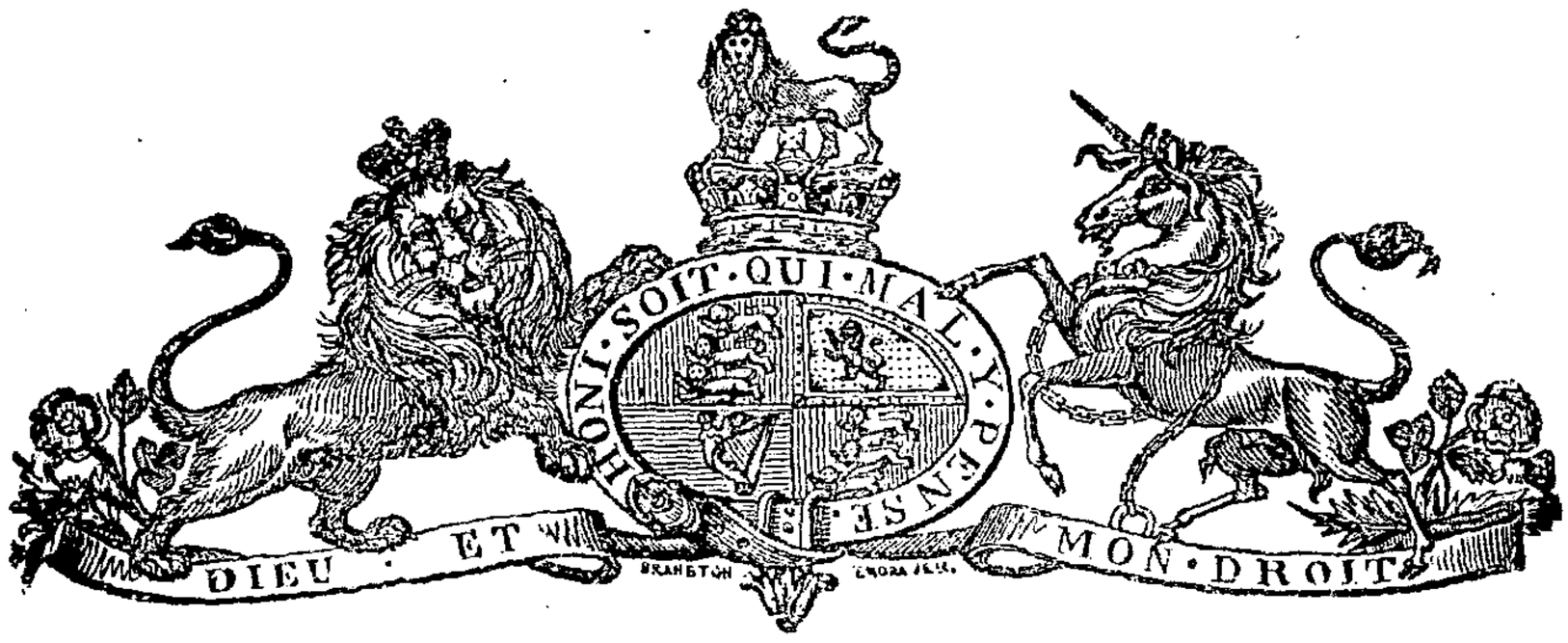



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

## *Cap.* cxliii.

**An Act to authorize the *Tendring Hundred* Railway Company to extend their Railway to *Weeley* and *Walton* in *Essex*. [13th *July* 1863.]**

WHEREAS the *Tendring Hundred* Railway Company (who are herein referred to as "the Company") were incorporated by "The *Tendring Hundred* Railway Act, 1859," for the making of a Railway from the Hythe in the Neighbourhood of *Colchester* to *Wivenhoe* in *Essex*, and such Railway is completed, and will soon be open for public Traffic: And whereas by an Act passed in the last Session of Parliament the Company were empowered to extend their Railway into the Centre of the Town of *Colchester* and to the Camp at *Colchester*: And whereas by "The *Wivenhoe and Brightlingsea* Railway Act, 1861," a Company was incorporated for the making of a Railway from the *Tendring Hundred* Railway in the Parish of *Wivenhoe* to *Brightlingsea*: And whereas when the said *Wivenhoe and Brightlingsea* Railway Act was before Parliament it was opposed by the Company on the Ground that it would interfere with the future Extension of the *Tendring Hundred* Railway to or towards the Town of *Walton-le-Solcen*, which Extension had been always contemplated by the Company; but the Opposition of the Company to the said *Wivenhoe and Brightlingsea* Railway was withdrawn on the Insertion in the said *Wivenhoe and Brightlingsea* Railway

22 & 23 Vict. c. cxix.

25 & 26 Vict. c. xxxiv.

24 & 25 Vict. c. cxix.

Act of certain Provisions for their Protection, and by One of such Clauses (Section Twenty-five) it is enacted, that "if the *Tendring Hundred* "Railway Company construct their Railway from the Point A, as "marked upon the deposited Plans relating to the *Tendring Hundred* "Railway, to the Termination of that Railway near the Road leading "from *Wivenhoe* to *Colchester*, with a double Line of Railway, then the "Company" (meaning the *Wivenhoe and Brightlingsea* Railway Company) "shall, within Six Months from their being so required by the "*Tendring Hundred* Railway Company, construct the Railway by this "Act authorized for the First Quarter of a Mile from its Commence-"ment at *Wivenhoe* with a double Line of Rails:" And whereas the *Tendring Hundred* Railway Company have constructed the before-mentioned Portion of their Railway with a double Line of Rails, and have in Terms of the before-mentioned Clause required the *Wivenhoe and Brightlingsea* Railway Company to construct their Railway for the First Quarter of a Mile as a double Line: And whereas the Company are now desirous of extending their Railway to *Weeley* and to *Walton* in *Essex*, and such Extension will be attended with great public Advantage: And whereas it is expedient that the Company should, for the Purposes of the said Extension, be entitled to use, in manner herein-after mentioned, so much of the *Wivenhoe and Brightlingsea* Railway as will be situate between the Termination of the *Tendring Hundred* Railway as now authorized and the Commencement of the proposed Extension: And whereas it is expedient that the Company should be empowered to purchase certain additional Lands in the Parish of *Wivenhoe* for the Purposes of the Railway by the said firstly-recited Act authorized: And whereas Plans and Sections of the intended Railways showing the Lines and Levels thereof, and Plans of the additional Lands to be acquired in the said Parish of *Wivenhoe*, and also Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the said Lands in the said Parish of *Wivenhoe*, and of the Lands through which the intended Railways will pass, have been deposited with the Clerk of the Peace for the County of *Essex*: And whereas it is expedient that the *Great Eastern* Railway Company should have Power to subscribe to the Undertaking hereby authorized, and they are willing that Powers so to do should be conferred upon them, and also that they should be authorized to enter into Agreements with respect to the working and Maintenance of the Undertakings of the Company: And whereas the Purposes aforesaid cannot be accomplished 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:

**1.** "The

## *The Tendring Hundred Railway Extension Act*, 1863.

**1.** "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. 8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

**2.** In this Act the Words "the Railways" shall mean the Railways and the Works connected therewith respectively by this Act authorized to be constructed. "The Railways."

**3.** It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Sidings, Approaches, and Stations, in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes. Power to make Railways according to deposited Plans.

**4.** The Railways (which will be wholly situate in the County of *Essex*) are,— Describing Railways.

Firstly, a Railway commencing by a Junction with the authorized Line of the *Wivenhoe and Brightlingsea* Railway in the Parish of *Elmstead* at or near where that Railway is authorized to cross a Road numbered 13 on the deposited Plans of that Railway, referred to in "The *Wivenhoe and Brightlingsea* Railway Act, 1861," passing thence through or into the following Parishes and Places, or some of them, (that is to say,) *Elmstead*, *Alresford*, *Frating*, *Thorrington*, *Great Bentley*, and *Weeley* otherwise *Weeleigh*, and terminating in the last-named Parish on the West Side of the Road leading from *Weeley Street* to *Weeley Heath*, about One Furlong North of where that Road is joined by the Road from *Gutteridge Hall*:

Secondly, a Railway commencing by a Junction with the Railway last herein-before described at the terminal Point thereof in the said Parish of *Weeley*, and passing thence through or into the several Parishes and Places following, or some of them, (that is to say,) *Weeley*, *Thorpe-le-Soken*, *Frinton*, *Great Holland*, *Kirby-le-Soken*, and *Walton-le-Soken*, and terminating in the said last-mentioned Parish at or near the Southern End of a Road called "*Newgate Lane*," near where that Road enters a Field called "the *Tower Field*:" Provided always, that the Company shall, in the next Session of Parliament, apply for and use their best Endeavours to obtain an Act authorizing them to abandon so much of the Railway secondly herein-before described as is situate between a Field in the Parish of *Kirby-le-Soken* numbered 39 on the deposited Plans

Plans and the Termination of the said Railway in the said Parish of *Walton-le-Soken*, and instead thereof to make the Railway in such Line and Direction as has been or may be agreed upon between the Engineer of the Company and the Engineer of the *Great Eastern* Railway Company.

Power to purchase other Lands.

**5.** The Company may also enter upon, take, and use for the Purposes of their authorized Undertaking all or any of the Lands in the said Parish of *Wivenhoe* shown upon the Plans and described in the Books of Reference deposited as aforesaid.

Power to alter Engineering Works.

**6.** Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches or Viaducts described on the said Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on the said Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on the said Plans or Sections, instead of a Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

For preserving Access to Water.

**7.** Where the Railway cuts off or will cut off Access between the Land and Water 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 of the Board of Trade: 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

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 as may be required to be 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.

For preventing Deviation of certain Works without Consent of Board of Trade.

**8.** Where the Line skirts the Seashore the Railway and other Works shall not deviate Seawards 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.

Power to Board of Trade to order local Survey at Expense of Company.

**9.** If at any Time it is deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey or Examination, and the Amount thereof 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.

Works affecting tidal Waters abandoned may be removed by Board at Expense of Company.

**10.** If any Work to be constructed by the Company in, under, over, through, or across any tidal or navigable Water or River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, 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,

accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Power to cross certain Roads on a Level.

**11.** Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railways to carry the same across and upon the Level of the public Roads numbered on the said deposited Plans as follows; (that is to say,)

| No. on Plans. | Parish. | Description of Road. |
|---|---|---|
| 22 | Alresford | Public Road. |
| 27 | Alresford | Public Road. |
| 22, 25, 28, and 31 | Thorrington | Junction of Roads. |
| 2 | Frating | Public Road. |
| 1 | Great Bentley | |
| 18 | Great Bentley | Public Road. |
| 18 | Weeley | Public Road. |
| 8 | Frinton | Public Road. |

But no 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.

As to shunting of Trains.

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

Company to erect Lodge where Roads crossed on the Level.

**13.** For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the before-mentioned Roads shall be crossed on the Level; and the Company shall be subject to and shall 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 and at all Times maintain any such Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point, or to 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 Bridges instead of level Crossings.

**14.** The Board of Trade (if it shall appear to them necessary for the public Safety or Convenience, at any Time, either before or after the Railways shall have been completed and open for public Traffic,) may require the Company, within such Time as the Board shall direct, and at the

the Expense of the Company, to carry any of the said Roads either under or over the Railways by means of a Bridge or Arch instead 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 of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Powers for compulsory Purchases limited.

**15.** The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period within which Railways are to be made.

**16.** The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Lands for extraordinary Purposes.

**17.** It shall be lawful for the Company to take by Agreement, for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Two Acres, in addition to the Land which they are already authorized to acquire for such Purposes.

Power to use Part of Wivenhoe and Brightlingsea Railway.

**18.** The Company, and all Companies and Persons lawfully using the Railways of the Company, may pass over and use, with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *Wivenhoe and Brightlingsea* Railway as will lie between the *Tendring Hundred* Railway and the Point where the Railway firstly hereby authorized will join the *Wivenhoe and Brightlingsea* Railway, together with all Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portion of the *Wivenhoe and Brightlingsea* Railway; and the *Wivenhoe and Brightlingsea* Railway Company shall make all requisite Arrangements for that Purpose.

Terms of such Use.

**19.** The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Wivenhoe and Brightlingsea* Railway Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation

made

made by any such Arbitrator in the Premises shall forfeit and pay to such Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Byelaws to be observed.

**20.** The Company in using or traversing the said Portion of the *Wivenhoe and Brightlingsea* Railway, and in using the Works and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Wivenhoe and Brightlingsea Company entitled to use Wivenhoe Station of Tendring Company and Line running into same.

**21.** The *Wivenhoe and Brightlingsea* Railway Company, and all Companies and Persons lawfully using the *Wivenhoe and Brightlingsea* Railway, may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *Tendring Hundred* Railway as will be necessary for affording them Access to the *Wivenhoe* Station of the *Tendring Hundred* Railway Company, including the Use of such Station, and of all Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portion of the said *Tendring Hundred* Railway and the said Station, and the Company shall make all requisite Arrangements for that Purpose.

Terms of such Use.

**22.** The Terms, Conditions, and Regulations to which the *Wivenhoe and Brightlingsea* Railway Company shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Tendring* Railway Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Byelaws to be observed.

**23.** The *Wivenhoe and Brightlingsea* Railway Company in using or traversing the said Portion of the *Tendring Hundred* Railway, and in using the Works and Conveniences thereof and the said *Wivenhoe* Station, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being

being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the *Wivenhoe and Brightlingsea* Railway Company.

Communication with Wivenhoe and Brightlingsea Railway to be made under the Direction of the Engineer of that Railway.

**24.** The Communication between the Railway hereby authorized and the *Wivenhoe and Brightlingsea* Railway, and all such Interferences with the Works of the said Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Wivenhoe and Brightlingsea* Railway Company, and in case of any Difference arising as to the Mode of effecting the Communication the same shall be determined by a Referee, to be appointed, at the Cost of the Company, by the Board of Trade, on the Application of either Company.

Not to take Lands of Wivenhoe and Brightlingsea Railway Company without Consent.

**25.** Excepting as is by this Act specially provided, 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 any of the Lands belonging to the *Wivenhoe and Brightlingsea* Railway Company further or otherwise than is necessary for the Junction and Intercommunication between the *Wivenhoe and Brightlingsea* Railway and the Railway hereby authorized, without the Consent in Writing of the *Wivenhoe and Brightlingsea* Railway Company in every Instance for that Purpose first had and obtained.

As to Expense of Signals, Watchmen, &c.

**26.** The Company shall, at their own Expense, erect and maintain such Signals and Conveniences incident to the Junction, and provide such Watchmen, Switchmen, or other Persons, as may, in the Opinion of the Board of Trade, be necessary for the Prevention of Danger to or Interference with the Traffic at or near the said Junction.

Penalty if Line not completed.

**27.** If the Railways shall not be completed and opened for public Traffic at the Period herein-before prescribed the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Lines shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railways by unforeseen Accident or by Circumstances beyond their Control (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence), the Company shall not be liable to the Payment of the said Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Tolls.

**28.** The Company may demand and take for the Use of the Railways, and for the Supply of Carriages, Waggons, 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.

Animals.

Second. In respect of Animals conveyed upon the Railways, or any Part thereof, as follows:

Class 1. For ever 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, and 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.

Third. In respect of Goods and other Things conveyed upon the Railways, or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, and for all Coals, Coke, Culm, Cannel, Limestone, Chalk, Lime, Salt, Sand, Fire-clay, Cinders, Slag, and Stone, *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 5. For all Charcoal, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, Bricks, Slag, and Stone, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fire-clay), and for Wrought Iron not otherwise specifically classed herein, 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, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile

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, Matters, 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, 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.

Tolls for Propelling Power.

**29.** 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.

Maximum Rates of Charge.

**30.** 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,)

For Passengers.

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 Farthing *per* Mile:

For Animals and Goods.

And 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 Waggons 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 every Thing in Class 4, One Penny Halfpenny *per* Ton *per* Mile:

For every Thing in Class 5, Twopence *per* Ton *per* Mile:
For every Thing in Class 6, Threepence *per* Ton *per* Mile:
For every Thing 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, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence.

Regulations as to the Tolls.

**31.** 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 Railways 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 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 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 on in proportion for any smaller Quantity.

Terminal Station.

**32.** 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 for small Parcels and single Articles of great Weight.

**33.** And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

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

For

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 One 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 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.

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.

Company may take increased Charges by Agreement.

**35.** 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.

Restrictions as to Charges not

**36.** Provided also, That the Restrictions as to the Charges to be made for Passengers and Goods shall not extend to any Special Train that

to apply to Special Trains.

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.

Power to borrow Money by new Shares.

**37.** The Company may from Time to Time raise for the Purposes of this Act any Sum not exceeding in the whole Eighty-five thousand Pounds by the Creation and Issue of Eight thousand five hundred Shares of Ten Pounds each, to be called Extension Shares.

Rights and Qualification of new Share-holders.

**38.** Subject to the other Provisions of this Act, all new Shares in the Company created under the Powers of this Act shall confer the like Qualifications and Rights of voting as the original Shares of the Company confer, and the several Persons who have subscribed or who shall hereafter subscribe to the Undertakings by this Act authorized shall, in proportion to their respective Subscriptions, be Holders of Extension Shares, and they shall be called and known by the distinctive Appellation of Extension Shareholders.

Limiting the Amount and Number of Calls.

**39.** The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

New Lines and Capital to constitute a separate Undertaking and Capital.

**40.** The Railways and Works by this Act authorized to be constructed shall, for financial Purposes, form a separate Undertaking, and the Capital and new Shares created under the Powers of this Act shall constitute a separate Capital.

As to Dividend on new Shares.

**41.** The Profits from Time to Time applicable to Dividend of the Railways by this Act authorized shall be wholly applied in Payment of Interest or Dividend on the Extension Shares, and the Holders of those Shares shall not in respect thereof be entitled to Interest or Dividend out of any other Profits of the Company.

Separate Accounts to be kept in respect of new Shares.

**42.** All new Shares created under the Powers of this Act shall be designated by a distinctive Title in the Books of the Company and on the Certificates issued for the same, and the Company shall keep separate Accounts of all Receipts and Payments from, for, or on account of the Railways by this Act authorized.

**43.** The

Restriction as to Right of voting in respect of Extension Shares.

**43.** The Extension Shares shall not confer any Right of voting or Interference at any Meeting of the Company on any Question or Proceeding which shall not directly affect the Railways by this Act authorized.

Increase of Number of Directors.

**44.** From and after the passing of this Act the Number of Directors shall be Five, and when and so soon as the *Great Eastern* Railway Company shall, under the Powers of this Act, have subscribed to the Undertakings by this Act authorized the Sum of Twenty-eight thousand Pounds, the Number of Directors shall be Seven, and the Quorum of a Meeting of the Directors shall be Three.

Mode of Election of Directors.

**45.** Three of the Directors (each of whose Qualification shall be the Possession in his own Right of not less than Twenty original Shares in the Company) shall be from Time to Time appointed by the original Shareholders under the Powers of the recited Acts, Two by the Extension Shareholders in manner by this Act directed, and Two by the *Great Eastern* Railway Company when they subscribe as aforesaid: Provided always, that any Person who is a Director appointed by the original Shareholders shall, whilst he continues such Director, be incapable of being elected a Director by the Extension Shareholders, and in like Manner any Person who is a Director appointed by the Extension Shareholders shall, so long as he continues such Director, be disqualified from being chosen as a Director by the original Shareholders.

Extension Shareholders to elect Four Directors of Company.

**46.** At the First Ordinary Meeting of the Company to be held in the Year 1864 the Extension Shareholders present, personally or by proxy, at such Meeting shall elect Two Directors, who shall continue in Office until the First Ordinary Meeting of the Company to be held in the succeeding Year, and the said Shareholders shall from Time to Time, as often as Vacancies occur by Effluxion of Time, at the Meetings when Directors in the room of retiring Directors are chosen, elect Two other Directors, whose respective Qualification shall be the Possession in his own Right of Fifty Shares in the said Extension Capital, and such Two Directors shall continue in Office until the First Ordinary Meeting of the Company to be held in the succeeding Year, and any outgoing Director elected as aforesaid may, at the Expiration of his Period of Office, be re-elected in the like Manner; and any occasional Vacancy among such Two Directors may, subject to the Provisions of this Act, be filled up in the Manner appointed in "The Companies Clauses Consolidation Act, 1845," for the Supply of occasional Vacancies in the Office of Directors; and the present Directors of the Company, as well as those who may be from Time to Time appointed by the original Shareholders, and the Two Directors to be appointed under the Powers of this Act, shall, subject to

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the Provisions of this Act, enjoy the like Powers as if they had been elected by the whole of the Shareholders of the Company.

The Two Classes of Shareholders to vote separately in Election of their respective Directors.

**47.** The Holders of original Shares or Stock in the Company shall not be entitled in right of such Holdings to vote at any Meeting of the Company in regard to the Election of Directors by the Extension Shareholders; and in like Manner the Holders of Extension Shares or Stock shall not be entitled in right of such Holdings to vote at any Meeting of the Company in regard to the Election of Directors by the original Shareholders.

As to Vacancies amongst Directors.

**48.** No Director appointed by the original Shareholders shall be entitled to vote at the Election of any Director to fill up any Vacancy which may occur among the Directors appointed by the Extension Shareholders, and no such last-mentioned Director shall be entitled to vote at the Election of any Director to fill up any Vacancy which may occur among the Directors appointed by the original Shareholders.

Power to borrow on Mortgage.

**49.** The Company may from Time to Time under the Powers of this Act borrow on Mortgage any additional Sum of Money not exceeding in the whole Twenty-eight thousand Pounds, but no such Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and 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.

Application of Sums raised under this Act.

**50.** All and every Part of the Money which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes authorized by this Act.

Parts of 8 & 9 Vict. c. 16. incorporated.

**51.** The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," "with respect to the Distribution of the Capital of the Company into Shares;" "with respect to the Transfer or Transmission of Shares;" "with respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls;" "with respect to the Forfeiture of Shares for Nonpayment of Calls;" "with respect to the Remedies of the Creditors of the Company against the Shareholders;" "with respect to the borrowing of Money by the Company on Mortgage

or Bond;" "with respect to the Conversion of borrowed Money into Capital;" "with respect to the Consolidation of Shares into Stock," and "with respect to the affording Access to the Special Act," shall be incorporated with this Act, and shall apply to all Shares created and to Mortgages granted and Money borrowed under the Powers of this Act.

Power to Great Eastern Railway Company to subscribe, and to apply their Funds for that Purpose.

**52.** It shall be lawful for the *Great Eastern* Railway Company from Time to Time to subscribe towards and become Shareholders in the Undertakings hereby authorized to any Extent not exceeding in the whole Twenty-eight thousand Pounds, and the said *Great Eastern* Railway Company may, with the Authority of Three Fifths of the Shareholders present, personally or by proxy, at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their Undertaking, and also any Monies which they are by this Act authorized to raise; and the said *Great Eastern* Railway Company shall, in respect of the said Sums to be subscribed, and the corresponding Shares in the Company to be held by them, have all the Powers, Rights, and Privileges, (except in regard to voting at General Meetings, which shall be regulated by the special Provisions herein-after contained,) and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that it shall not be lawful for the said *Great Eastern* Railway Company to transfer any of the Shares in the Company held by them in respect whereof further Capital shall have been raised by them under this Act.

As to Appointment of Directors by the Great Eastern Railway Company.

**53.** Every Appointment of Directors by the *Great Eastern* Railway Company shall be made in Writing under the Seal of that Company, and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed, and every Director so appointed shall enter upon Office immediately on his Appointment, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die or resign, and need not be a Shareholder in the Undertaking hereby or by either of the recited Acts authorized, but the Neglect of the said Company to appoint Directors shall not invalidate the Acts of the Directors of the Company.

As to Vacancies among Directors appointed by the Great Eastern Company.

**54.** If any Director appointed by the *Great Eastern* Railway Company shall die or resign, or become disqualified or incompetent to act as such Director, the said Company may in his Stead appoint another Director.

Power to Great Eastern Company to appoint Persons to vote at General Meetings.

**55.** The said *Great Eastern* Railway Company, if they subscribe as aforesaid, may, by Writing under its Common Seal, from Time to Time appoint some Person to attend any Meeting of the Company, and every such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat, in respect of the Capital held by the *Great Eastern* Railway Company, upon all Questions excepting the Election of Directors of the Company: Provided always, that the Directors or either of the Directors appointed by the *Great Eastern* Railway Company shall be capable of being appointed by such Company to attend any Meeting of the Company as aforesaid, and in the event of no special Appointment by such Company being produced at any such Meeting the Directors or Director present at such Meeting shall be deemed to hold such Appointment, and in the event of there not being any Director or other Representative of the said Company present at any such Meeting they may exercise the Rights, Powers, and Privileges of voting at such Meeting by proxy, in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845:" Provided always, that the *Great Eastern* Railway Company shall not be entitled to vote at any Meeting of the Company in regard to the Election of Directors, nor shall either of their Directors be entitled to vote at the Election of any Director to fill up any Vacancy which may occur among any of the other Directors of the Company.

Power to Great Eastern Railway Company to raise Money by Creation of Shares.

**56.** It shall be lawful for the *Great Eastern* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of their Shareholders present, personally or by proxy, at any General Meeting called for the Purpose, to raise for the Purpose of the Contribution herein-before mentioned any Sums of Money not exceeding in the whole the Sum which such Company shall agree to subscribe, by the Creation and Issue of new Shares or Stock in the Capital of the said Company of such nominal Amount, to such Persons, on such Terms, and bearing (if the said Company shall think fit) a Preferential Dividend at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the said Company may appoint, and such new Shares or Stock shall in other respects be subject to the same Provisions as and become Part of the general Capital of the said Company: Provided always, that any Priority of Dividend which may be granted in respect of such new Shares or Stock shall not prejudice or affect any Guarantee, Preference, or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the said Company in pursuance of or which may have been granted or confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting: Provided also, that if in any Year ending the Thirty-first Day of *December* there shall not be Profits of the said Company available for the Payment of the whole of such Preferential

tial Dividends, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the said Company: and the Terms and Conditions of such Preference Shares or Stock shall be stated on the Certificates thereof.

Power to enter into Traffic Arrangements with the Great Eastern Railway Company.

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

The working, Management, Maintenance, and Repair of the Undertakings or any Part of the Undertakings of the Company, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing and levying of the Tolls, Rates, and Charges arising on the said Undertakings or any Part thereof:

The Division between the Companies of the Receipts arising from the Traffic upon the said Undertakings, or which might have been conveyed on the same, and the Payments to be made respectively by the contracting Companies with respect to any of the Matters aforesaid.

Conditions of such Agreements.

**58.** All such Agreements shall be subject to the Approval of the Board of Trade, and no such Agreement shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

To be first approved by Shareholders.

**59.** No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies, Parties to such Agreement, specially convened for the Purpose.

Agreements between Companies may be modified if required by the Board of Trade.

**60.** If at the Expiration of Ten Years from the making of any such Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions of any such Agreement, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement, in such Manner as the Board of Trade may think necessary

necessary for removing the public Injury, and the Agreement shall be modified accordingly.

Public Notice at Expiration of decennial Period.

**61.** The Company previously to the Expiration of each decennial Period shall give such public Notice as the Board of Trade may prescribe that the Board of Trade is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Right to contract.

**62.** Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from Acts heretofore passed relating to the Company, or from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

Appointment of Joint Committees for carrying Agreements into effect.

**63.** The contracting Companies may by any such Contract or Agreement appoint a Joint Committee composed of such Number of the respective Directors or Officers of those Companies as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement, and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the contracting Companies respectively, or their respective Directors.

Interest not to be paid on Calls paid up.

**64.** It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company 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 hereinbefore 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 Company's Capital.

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

the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways, &c. not exempt from Provisions of present and future General Acts.

**66.** 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 hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Nothing to prejudice Rights of Commissioners for improving Walton-le-Soken.

**67.** Provided always, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, interfere with, or take away any of the Rights, Powers, or Authorities vested in the Commissioners for improving the Town and Parish of *Walton-le-Soken*.

Saving Rights of Secretary of State for War.

**68.** And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers, vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the Company.

Saving Rights of the Crown.

**69.** Nothing contained in this Act or in any of the Acts incorporated herewith shall authorize the said Company to take, use, or in any Manner interfere with any Foreshore or other 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.

Short Title. Expenses of Act.

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

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