



ANNO TRICESIMO

# VICTORIÆ REGINÆ.

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## Cap. lix.

An Act for authorizing the *Ryde* Pier Company to make and maintain a Railway at *Ryde* in the *Isle of Wight* instead of Tramways authorized to be made by them there; for giving effect to an Agreement between that Company and the *Ryde* Station Company; and for other Purposes.

[31st *May* 1867.]

**W**HEREAS by the *Ryde* Pier Act, 1812, the *Ryde* Pier Company (in this Act called the Company) were incorporated, and were authorized to make and maintain at *Ryde* a Pier (in this Act called the *Ryde* Pier) and other Works, and to raise Monies by Shares and by borrowing: And whereas the Company have put that Act in execution, and have made and maintained the *Ryde* Pier and divers Works connected therewith, One of those Works being a double Line of Way hitherto called a Tramway, but in all respects adapted for and in fact being a Railway, on and along the Eastern Side of the *Ryde* Pier and of the whole Length thereof, and they have raised Monies under that Act by Shares and by borrowing: And whereas that Tramway or Railway (in this Act called the *Ryde* Pier Railway) was made and can be used for the Passage thereon of Locomotive Engines with Carriages, and is of the Narrow Gauge of Four Feet Eight Inches and a Half: And whereas by the *Ryde* Pier Tramways Act, 1865 (in this Act called the Tramways Act),

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28 & 29 Vict.  
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29 & 30 Vict.  
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Act), the Undertaking, Works, and Property, and some of the Powers of the *Isle of Wight* Ferry Company (in this Act called the Ferry Company), were vested in the Company, subject, as appears by the Schedule to the reciting Act annexed, to the Payment by the Company of Twenty-three thousand Pounds in respect thereof, and the Company were authorized to raise an additional Capital of Sixty-three thousand Pounds, and to borrow on Mortgage an additional Sum of Twenty thousand Pounds, and were authorized to make and maintain Railways, therein called Tramways, in continuation of the *Ryde Pier* Railway, and for communicating with the *Isle of Wight* Railway at or near to the then authorized Terminus thereof, and also to provide Floating Baths in connexion with the *Ryde Pier*: And whereas by the Tramways Act it was provided that the Monies received by the Company under the Act of 1812 should be applied for Purposes of that Act, and the Monies received by them under the Tramways Act should be applied for Purposes of that Act, and the Capital of Sixty-three thousand Pounds by that Act authorized should be applied as to Forty-nine thousand Pounds, Part thereof, for Purposes of that Act with respect to the Undertaking, Works, and Property of the Ferry Company, and as to Ten thousand Pounds, further Part thereof, in making the Tramways thereby authorized and Works in connexion therewith, and as to Four thousand Pounds, Residue thereof, in providing the Floating Baths: And whereas the Company have paid the Twenty-three thousand Pounds in respect of the Undertaking, Works, and Property of the Ferry Company: And whereas by the *Ryde Station* Act, 1866, (in this Act called the Station Act,) the *Ryde Station* Company (in this Act called the Station Company) by that Act incorporated with a Capital of Sixty-five thousand Pounds in Six thousand five hundred Shares of Ten Pounds each, and with Authority to borrow on Mortgage Twenty-one thousand six hundred Pounds, were authorized to make and maintain the Railways 1 and 2 therein described, and a central Station in connexion therewith: And whereas the Tramways by the Tramways Act authorized are authorized to be made chiefly on the Esplanade and in *East Street* and *Monkton Street* in *Ryde*: And whereas the making by the Company of the Railway by this Act authorized, no Part of which is to be made on the Esplanade or any public Street in *Ryde*, would render needless the making of the Tramways by the Tramways Act authorized, and the making of almost the whole of the Railway Number 2 by the Station Act authorized, and would be of public Advantage, and it is expedient that the making of the Railway by this Act authorized and the Abandonment of those Tramways and of a Portion of Railway Number 2 of the Station Act be authorized: And whereas while the Bill for the Station Act was pending in Parliament the Agreement between the Promoters of the Station Company and the Company, which is set forth in the Schedule

to

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to this Act annexed, was entered into, and since the passing of the Station Act the Agreement has been adopted by the Station Company; and it is expedient that that Agreement be confirmed and carried into effect: And whereas it is expedient that the Provision by this Act made with respect to the running over by the Company and the Station Company of each other's Railways and the taking of Tolls by them respectively be made: And whereas the Company have acquired by Purchase from the Commissioners of Her Majesty's Woods, Forests, and Land Revenues the Land requisite for the Floating Baths, but they have not yet provided any Floating Baths out of their Capital, and do not contemplate immediately expending the Four thousand Pounds so made applicable for Floating Baths: And whereas it is expedient that the Company be authorized to apply for the Purposes of this Act so much of the Forty-nine thousand Pounds made applicable for the Purposes of the Undertaking, Works, and Property of the Ferry Company vested in the Company as they do not require for those Purposes, and the whole of the Ten thousand Pounds made applicable for the making of the Tramways by this Act authorized to be abandoned: And whereas it is expedient that other Provision be made with respect to the Company: And whereas Plans and Sections of the Railway by this Act authorized showing the Line and Levels thereof, and also showing the Lands to be taken for the Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Southampton*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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. This Act may for all Purposes be cited as "*Ryde Pier Railways Act, 1867.*" Short Title.

2. The Provisions following of the Companies Clauses Consolidation Act, 1845; 8 & 9 Vict. cc. 16., 18., & 20.,  
 With respect to the Distribution of the Capital of the Company into Shares; 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.  
 With respect to the Transfer and Transmission of Shares;  
 With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;  
 With respect to the Forfeiture of Shares upon Nonpayment of Calls;

With

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With respect to the Remedies of the Company against the Shareholders;

With respect to the Consolidation of the Shares into Stock; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital) of the Companies Clauses Act, 1863, and the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, and the Railways Clauses Consolidation Act, 1845, and Part I. (relating to the Construction of a Railway) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and are Part of this Act, and the Railways Clauses Consolidation Act, 1845, applies to the *Ryde Pier Tramway* as if it were a Railway made under that Act.

Interpre-  
tation of  
Terms.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act in whole or in part incorporated with this Act, shall for the Purposes of this Act 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; and the Expressions following have the Meanings following, "the Company" means "the *Ryde Pier Company*," "the Station Company" means "the *Ryde Station Company*," "the *Ryde Pier Railway*" means the Railway or Tramway made on the Eastern Side of the *Ryde Pier*," "the *Tramways Act*" means "The *Ryde Pier Tramways Act, 1865*," "the *Station Act*" means "The *Ryde Station Act, 1866*."

Tramways  
Act and this  
Act to be  
read as One.

4. The *Tramways Act* as by this Act amended and this Act shall be read and have Effect as if they were One Act.

Power to  
Company to  
make Rail-  
way.

5. Subject to the Provisions of this Act and to the Powers of lateral Deviation given by this Act, and in accordance with the Terms and Conditions of the Agreement set forth in the Schedule to this Act, the Company may make and maintain in the Line and in accordance with the Levels shown on the deposited Plans and Sections the Railway herein-after described, with all proper Sidings, Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as are required for that Purpose. The Railway by this Act authorized is,—

A Railway

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A Railway Two Furlongs and Two Chains or thereabouts in Length, wholly in the Parish of *Newchurch* in the *Isle of Wight*, commencing by a Junction with the *Ryde Pier Railway*, and terminating by a Junction with the Railway (Number 2) by the Station Act authorized:

Provided always, that (subject to the Limits of lateral Deviation shown on the deposited Plans) the Company may, and, if required by the Station Company, shall make the Railway in or near to the Course of the Red Line shown on the Plan annexed to the Agreement set forth in the Schedule to this Act.

6. The Company may apply for the Purposes of this Act the Ten thousand Pounds by the Tramways Act made applicable for the Purposes of the Tramways by that Act authorized, and the unappropriated Residue of the Forty-nine thousand Pounds by that Act made applicable for Purposes relating to the Ferry Company's Undertaking, Works, and Property vested in the Company.

Power to Company to apply for this Act Monies raised under Tramways Act.

7. The Quantity of Land to be under this Act taken by the Company for the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Lands for extraordinary Purposes.

8. The Company's Powers under this Act for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years next after the passing of this Act.

Powers for compulsory Purchases limited.

9. The Company from Time to Time may appropriate and use for Purposes of this Act any Lands vested in them and not required for any other Purpose.

Power to Company to use their own Lands for Purposes of Act.

10. The Railway by this Act authorized shall be completed within the Time limited by the Tramways Act for the Completion of the Tramways under that Act, and so that the same may be opened before or simultaneously with the Railway of the Station Company as modified by this Act; and on the Expiration of the said Period limited by the Tramways Act the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for Completion of Works.

11. From and after the passing of this Act, Section Twenty-five of the Tramways Act shall apply to so much as is below High-water Mark at ordinary Spring Tides of the Railway and Works by this Act authorized.

Sect. 25 of Tramways Act to apply to Works under this Act.

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Embankments to be faced with Stone.

12. Any Embankment made under the Powers of this Act shall on the Seaward Side thereof be pitched and faced with Stone or Brick in accordance with Designs to be approved of by the Director of Admiralty Works for the Time being.

Company to provide substituted Boat-house, &c. for Coast-guard Purposes.

13. Nothing in this Act shall authorize the Company to enter on, purchase, take, use, or in any Manner interfere with the Boat-house numbered Nine, in the Parish of *Newchurch*, in the deposited Plans and Book of Reference, now used for the Coastguard Service, or any Land held therewith, until they have erected on Land of the Company in the same Parish a Boat-house with the Use of a suitable Slipway at least equally commodious as the said existing Boat-house and Slipway, with the necessary Flagstaff and all necessary or proper Tackle, Launching Apparatus, Appliances, and Conveniences for the Use of the Officers and Men of the Coastguard, and have granted a Lease thereof in possession to the Admiralty, or as they direct, for so long as may be required for the Public Service, at such Rent not exceeding Ten Pounds Ten Shillings *per Annum* and on such Terms and Conditions as the Admiralty require or approve, the Site of such Boat-house being selected, and such Boat-house, Flagstaff, Tackle, Launching Apparatus, Appliances, and Conveniences being erected, constructed, and provided, in all respects to the Satisfaction of the Admiralty, and the Company are hereby empowered to erect, construct, and provide such Boat-house, Flagstaff, Tackle, Launching Apparatus, Appliances, and Conveniences, and to grant such Lease accordingly.

Company to keep Boat-house, &c. in repair.

14. The Company shall at all Times while the Boat-house erected under this Act is occupied, under any such Lease or otherwise, for the Purposes of the Coastguard Service, keep the same with the Launching Apparatus, Appliances, and Conveniences aforesaid in good Repair and sound working Order, and in default of their so doing the Admiralty may from Time to Time execute and do all such Works and Things as they think necessary or proper for keeping the same in good Repair and sound working Order, and may recover the Expenses of so doing from the Company by Proceedings in any Court of competent Jurisdiction, or (at the Option of the Admiralty) as a Penalty is recoverable from the Company.

Access for Officers and Men.

15. The Officers and Men of the Coastguard shall at all Times, as well during the Construction of the Company's Works as afterwards, have free and unrestricted Access across and along the Works and Property of the Company to and from the said existing Boat-house; or the Boat-house erected under this Act (as the Case may be); and if the Company do not at all Times provide proper Means for such Access, or if at any Time the Company neglect or refuse to allow the same

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same to be freely used by the Officers and Men aforesaid, they shall be liable for every such Offence to a Penalty not exceeding Twenty Pounds, and to a further Penalty not exceeding Five Pounds for every Day during which the Offence continues after the Day on which the First Penalty is incurred.

16. If in executing the Works by this Act authorized the Company require to interfere with or stop up the Slipway leading from the Esplanade to the Shore, called the *George Street* Slipway, then and in either of such Cases the Company shall either alter the existing Slipway, or construct a new Slipway and Hard leading thereto, as the Case may require, within the Limits of lateral Deviation shown on the deposited Plans, to the Satisfaction of the Surveyor for the Time being of the *Ryde* Commissioners, and the altered or new Slipway with the Hard shall be as convenient in all respects for the landing and embarking of Persons, Cattle, Goods, and Merchandise as the existing Slipway.

Slipway not to be stopped up.

17. In case any Difference shall arise between the Company and the *Ryde* Commissioners as to the Performance of any Work by this Act required to be executed by the Company for the *Ryde* Commissioners, such Difference shall be settled and determined by a Surveyor to be appointed by Two Justices of the Peace for the County of *Southampton* acting in and for the Division of the *Isle of Wight*, in the same Manner as if the Appointment were made under Section Fifty-nine of "The Lands Clauses Consolidation Act, 1845."

As to Settlement of Differences.

18. On the passing of this Act the Sections following of the Tramways Act are by this Act repealed, but the Repeal thereof shall not have any retroactive Operation; that is to say,

Part of Tramways Act repealed;

Sections Nineteen to Twenty-four both inclusive, and Twenty-six to Forty-five both inclusive:

Provided that the Repeal of those Sections, or any of them, shall not take away, lessen, or prejudicially affect any Power, Right, or Privilege by the Tramways Act conferred on the Company with respect to the Floating Baths thereby authorized.

19. Section Forty-eight relating to the Money deposited for the Completion of the Railway shall be construed as if the Railway by this Act authorized had been Tramways therein referred to.

but Sect. 48 to remain in force.

20. The Railway (Number 1) by the Station Act authorized, and so much as is not to be abandoned of the Railway (Number 2) by that Act authorized, shall be made and maintained by the Station Company, and the Railway by this Act authorized shall be made and maintained by the Company, and the *Ryde* Pier Railway now open for

Continuous Line of Railway.

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for public Traffic shall be maintained by the Company, so as to form together and be used as One continuous Line of Railway for the Passage thereon of Locomotive Engines and of Carriages and Traffic of all kinds.

Agreement in First Schedule to Act confirmed.

21. The Articles of Agreement of the Second Day of July One thousand eight hundred and sixty-six, which are set forth in the Schedule to this Act annexed, are by this Act confirmed and made binding on the Station Company and the Company, and, subject to the Provisions of this Act, full Effect shall be given thereto.

Company to abandon Tramways 1 and 2 authorized.

22. The Company shall abandon the making of the Tramways (1 and 2) by the Tramways Act authorized.

Provision as to certain Portions of the Station Railway.

23. The Station Company shall not during the Period by this Act limited for the Completion of Works, or previous to the Completion by the Station Company of their Part of the continuous Line, exercise the Powers of the Station Act for the making of so much of their authorized Railway Number 2 and of the Pier and Works connected therewith as lies Seaward of the Junction on the Northern Side of the Esplanade of the Railway by this Act authorized with the Railway Number 2 by the Station Act authorized, and on the Completion of the Railway by this Act authorized, in accordance with the Terms of the Agreement set forth in the Schedule to this Act, the Powers of the Station Company for making such Portion of the Railway Number 2, and the Pier and Works before mentioned, shall absolutely cease and determine.

Compensation for Damage to Land by Entry, &c. for Purposes of Tramways, &c. abandoned.

24. The Abandonment by the Company or the Station Company under the Authority of this Act of any Work shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of the Lands Clauses Consolidation Act, 1845, for any Damage occasioned by the Entry of the Ferry Company, or the Company, or the Station Company on the Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out the Line of the Works, and shall not prejudice or affect the Right of the Owner or Occupier of any Land temporarily used by the Ferry Company, or the Company, or the Station Company to receive Compensation, in accordance with the Provisions in that Behalf of the Railways Clauses Consolidation Act, 1845, for the temporary Occupation, or for any Loss, Damage, or Injury sustained by the Owner or Occupier by reason of the same, or of the Exercise as regards the Land of any of the Powers contained in the Ferry Company's Acts, or the Tramways Act, or the Station Act.

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**25.** Where before the passing of this Act any Contract was entered into or Notice given by the Company or the Station Company for the purchasing of any Land for any of the Purposes of any Works by this Act authorized to be abandoned, and which is not required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company or by the Station Company, as the Case may be, to the Owners and Occupiers or other Persons interested in the Land for all Injury or Damage sustained by them by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation for Non-completion of Purchases of Land for Works abandoned.

**26.** The Company may demand and take in respect of the User of the *Ryde Pier Railway*, and the Railway by this Act authorized, or any Part thereof, any Tolls and Charges not exceeding the Tolls and Charges which they are authorized to take by the Tramways Act, and for the Purposes of Tolls and Charges the *Ryde Pier Railway* and the Railway by this Act authorized shall be deemed to have been made as One Railway under the Tramways Act.

Tolls.

**27.** The Toll which the Company may demand for the Use of Power for propelling Carriages on the Railways or any Part thereof shall not exceed One Third of the Sum specified in and allowed by the Tramways Act for the User of the Railway for each Passenger or Animal, or for each Ton of Goods, in addition to the several other Tolls or Sums in that Act mentioned.

Tolls for propelling Power.

**28.** With respect to each of the Company and the Station Company, if and when the respective Company work over all or any Part of the continuous Line of Railway belonging to the other Company, then the Company so working over may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and Charges as by the several Acts from Time to Time in force with respect to the Company so working over, or any of those Acts, they are authorized to demand and take for like Services and Matters on or with respect to their own Railway, and in like Manner and with and subject to like Powers and Provisions in all respects as if the Part of the continuous Line of Railway so worked over by them were Part of their own Railway.

Tolls on Railways when worked over by Company or Station Company.

**29.** Provided that the maximum Charges to be made by the respective Company with respect to Tolls, Fares, Rates, and Charges for

Limit as to maximum Charges.

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the User of the Railway, and for Carriages, Waggon, and Trucks, and for locomotive Power, and every Expense incidental to the Conveyance of their Traffic thereon, shall not in any Case to which the Limit of maximum Charges is applicable exceed the Sum in that Behalf limited by the Acts from Time to Time in force with respect to the respective Company so working over.

Railways to be deemed continuous for Tolls.

**30.** In estimating Tolls, Fares, Rates, or Charges, when the Railways or any Parts thereof are from Time to Time worked over by the respective Company the same shall be deemed One continuous Line of Railway.

Running Power of Company and Station Company over continuous Line.

**31.** From and after the Time of the completing and opening for public Traffic of the continuous Line of Railway, each of the Company and the Station Company for themselves respectively, and all Parties from Time to Time entitled to use their respective Railways, shall for the Purposes of Traffic of all kinds be entitled to work over and use with their respective Engines and Carriages and Officers and Servants so much of the continuous Line of Railway as belongs to the other of those Companies, and to have all such User of the Stations, Works, and Conveniences thereon as is proper and sufficient for the Purposes of the Traffic, but subject to the Byelaws and Regulations of the Company owning the same respectively.

Tolls, &c. on continuous Line.

**32.** With respect to the Company and the Station Company and the Parties so entitled respectively, the respective Company or Party so working over and using the Railways, Stations, Works, and Conveniences of the other Company shall, with respect to the working over and using of the same, pay to the Company owning the same all such Tolls and Charges as are from Time to Time agreed on between the Company and the Station Company respectively, or, if not so agreed on, are determined by Arbitration, as provided by the Agreement set forth in the Schedule to this Act annexed; and the Tolls, Fares, Rates, and Charges to be from Time to Time demanded and taken with respect to the Conveyance of Passengers, Animals, and Goods conveyed on the continuous Line (but not exceeding the Amount of the Tolls, Fares, Rates, and Charges by this Act authorized) shall from Time to Time be agreed on between the Company and the Station Company, or, if not so agreed on, shall be determined in like Manner by Arbitration.

Non-participation in Tolls on continuous Line.

**33.** Provided that neither the Company nor the Station Company shall be entitled to participate in any of the Tolls, Fares, Rates, or Charges arising from any Traffic carried exclusively over any Part of the continuous Line belonging to the other of those Two Companies.

**34.** Nothing

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34. Nothing contained in this Act or any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown in the Fore-shore.

35. Except only as is by this Act expressly provided, this Act shall not take away, lessen, prejudice, or alter any of the Jurisdictions, Estates, Rights, Powers, or Authorities of the *Ryde Commissioners*.

Saving Rights of *Ryde Commissioners*.

36. Nothing in this Act shall take away, lessen, prejudice, or alter any Power or Right of the Company under the Act of 1812 to demand and take from Time to Time any Tolls, Dues, Duties, or Payments by that Act authorized to be demanded or taken in respect of any Passengers or Persons, Cattle, Stock, Goods, Wares, Merchandise, or other Matters or Things, or for any User of the *Ryde Pier*, or any Landing Place, Quay, Wharf, or other Works belonging thereto.

Act not to prejudice Company's Tolls under Act of 1812.

37. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, or Authorities of the Company or of the Station Company.

Saving Rights of Company and Station Company.

38. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not to be paid on Calls paid up.

39. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, is 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 to execute any other Work or Undertaking.

Deposits for future Bills not to be paid out of Capital.

40. Nothing

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

40. Nothing in this Act shall exempt the Railway by this Act authorized from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now or hereafter in force, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Expenses of Act.

41. All the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.

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## The SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the 2nd Day of July 1866 between Thomas Webster, Esquire, authorized by and acting on behalf of Binny Douglas, Esquire, and Francis Cobb, Esquire, Two of the Promoters of the Ryde Station Company (herein-after called "the Promoters"), of the First Part, the Ryde Station Company of the Second Part, and the Ryde Pier Company of the Third Part.

WHEREAS by the Ryde Pier Tramways Act, 1865, the Pier Company are authorized to make and maintain the Tramways Numbers 1 and 2 in the Line shown on the deposited Plan referred to in the Act, but they have not yet began the making of the same:

And whereas the Promoters with others are promoting the Bill now pending in Parliament for "The Ryde Station Act, 1866," whereby it is proposed that the Station Company should be incorporated, and should be authorized to make and maintain their Railways Numbers 1 and 2 shown on the annexed Plan by a Black Line thereon: And whereas the Pier Company have petitioned Parliament against the pending Bill, and in order to put an end to their Opposition it has been determined that these Presents shall be entered into and executed by way of Agreement as herein-after appearing: Now, therefore, these Presents witness that for the Considerations herein appearing it is hereby mutually agreed by and between the Promoters for themselves and all other Persons promoting the pending Bill, and also on behalf of the Station Company, on the one hand, and the Pier Company for themselves and their Assigns on the other hand, and also by way of separate and distinct Agreement by and between the Station Company and the Pier Company for themselves respectively and their respective Assigns on the other hand, as follows; (that is to say,)

Article 1. If the pending Bill be passed into a Law in the course of the present Year 1866, then, but not otherwise, Articles 2 to 11, both inclusive, shall have Effect.

Article 2. The Two Companies, Parties hereto, will apply to Parliament in the Year 1867, and if the Application be unsuccessful in that Year then they will renew it in the Year 1868, for Authority for the Pier Company to deviate Part of their Tramway Number 1 authorized by their Act of 1865, so that instead of its being made on the Esplanade in the Course of the Line on the deposited Plan referred to in the Act of 1865, it shall be made from the Ryde Pier to the Point marked (A) on the annexed Plan Seaward of the Esplanade,  
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and in or near to the Course of the Red Line on the annexed Plan, and to abandon the making of the rest of that Tramway and the making of their Tramway Number 2 authorized by that Act, and for Authority for the making and maintaining of a Junction of that Tramway Number 1 so deviated at the Point (A) with the Station Company's Railway Number 2, and for Authority for the Station Company to abandon the making of their Railway and Works Seaward of the Point (A), and so that by means of the Pier Company's Tramways and the Station Company's Railways there shall be One continuous Line of Railway from the present Terminus at Ryde of the Isle of Wight Railway to the Head of the Ryde Pier, and also for giving Effect to such of the Terms and Conditions of this Agreement as are not within the Powers of the Two Companies respectively.

Article 3. The Two Companies respectively will give all such Notices and take all such Proceedings as are proper for ensuring the Success of the Application in the Year 1867, and if that be unsuccessful then for ensuring the Success of the Application in the Year 1868, and each of the Two Companies will use their utmost reasonable Endeavours to secure the Success of the respective Applications, and the Language of the Clauses and Provisions for giving Effect to this Agreement shall, in case of Difference between them, be settled between them by John Bullar, Esquire.

Article 4. It shall be provided that from and after the Time of the completing and opening for public Traffic of the continuous Line of Railway provided for by Article 2, each of the Two Companies for themselves respectively, and all Parties entitled to use their respective Railways, shall, for the Purposes of Traffic of all kinds, have running Powers with their respective Trains and Servants over so much of the continuous Line as belongs to the other Company, and proper and sufficient User of the Stations, Works, and Conveniences thereon, but subject to the Byelaws of the Company owning the same; and that the Tolls, Charges, and Regulations to be respectively paid and observed for and with respect to the Exercise of those Powers, and the Tolls, Fares, Rates, and Charges in respect of the continuous Line (not to exceed the Maximum under the pending Bill), may be agreed on between the Two Companies, and, if not so agreed on, shall be determined by Arbitration as herein-after provided for; provided that neither of the Two Companies shall be entitled to participate in any of the Tolls, Fares, Rates, or Charges arising from any Traffic carried exclusively over any Part of the continuous Line belonging to the other Company.

Article 5. The Station Company with all due Dispatch will commence and proceed with the making of their Railway Number 1 and their Railway Number 2 from the Railway Number 1 to the Point (A), but while the ultimate Success or Failure of the Application to Parliament in pursuance of Article 2 is uncertain, the Station Company will not, without the previous Consent in Writing of the Pier Company, do any Work or acquire any Land or any Interest in any Land Seaward of the Point (A), and every Difference between the Two Companies whether the Station Company so use due Dispatch shall be determined by Arbitration as herein-after provided for.

Article 6. If the Station Company duly fulfil Article 5, the Pier Company will not while that ultimate Success or Failure is uncertain make any Part of

either

*Ryde Pier Railways Act, 1867.*

either of their Tramways which in accordance with Article 2 is to be abandoned; but if and so far as the Powers applicable in that Behalf suffice, the Pier Company will make the Deviation of their Tramway (Number 1) as expressed in Article 2.

Article 7. The continuous Line provided for by Article 2 shall be made with all Stations, Works, and Conveniences proper and sufficient for Passengers and Goods Traffic, and each of the Two Companies will complete their Part thereof with due Dispatch, and to the Extent of their Powers will assist the other Company in making at their Expense, and for their Benefit, their Part of the same, and every Difference between the Two Companies whether either of them so uses due Dispatch shall be determined by Arbitration as herein-after provided for.

Article 8. For the Determination of Differences under Articles 4 and 5 and 7 respectively the Two Companies may agree on the Appointment of a single Arbitrator, or failing their Agreement thereon then they or either of them may apply to the Board of Trade to appoint a competent and impartial Person as the single Arbitrator, and the Person so agreed on or appointed shall be under "The Railway Companies Arbitration Act, 1859," the single Arbitrator for the Purposes of his Appointment, and these Presents shall accordingly be an Agreement for and a Reference to Arbitration under that Act.

Article 9. If and whenever the Arbitrator awards that either of the Two Companies has failed in the Fulfilment of their Part of Article 7, then the other Company, if they think fit, may at the Expense of the Company so in default, and to the Extent and in the Manner and on the Terms and Conditions awarded by the Arbitrator, exercise the Powers of the Company so in default for the Fulfilment thereof.

Article 10. Within Forty-two Days next after the Day on which the pending Bill is passed into a Law the Promoters will procure the Station Company to duly execute these Presents, and the Duplicate thereof, under their Common Seal, as the Party thereto of the Second Part.

Article 11. If these Presents be duly executed by the Station Company under their Common Seal as the Party thereto of the Second Part, then all Liability of the Promoters under these Presents shall thereupon and thenceforth absolutely cease, and thenceforth these Presents shall be read and have Effect as an Agreement between only the Two Companies.

Article 12. If Parliament will permit, this Agreement shall be set forth in a Schedule to, and be confirmed by, the intended Act for the Station Company, or if not then, if Parliament will permit, the Station Company shall be restrained by that Act from doing any Work or acquiring any Land or any Interest in any Land Seaward of the Point (A), except with the Consent of the Pier Company, until the ultimate Success or Failure of the Application to Parliament under Article 2 be ascertained.

Article 13. On the Faith of this Agreement on the Part of the Promoters and the Station Company respectively being specifically performed and observed, the Pier Company will not directly or indirectly offer or sanction any further Opposition to the pending Bill.

In

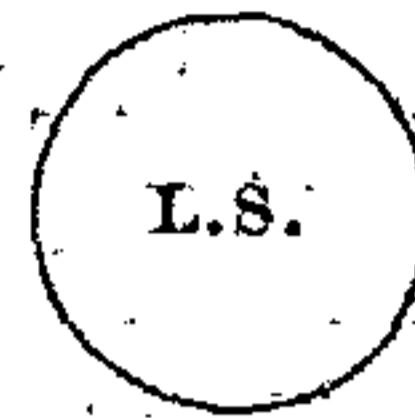
*Ryde Pier Railways Act, 1867.*

In witness whereof the said Parties hereto of the First Part have hereunto set their Hands, and the said Ryde Pier Company have hereunto caused their Common Seal to be affixed, the Day and Year first before written.

The Common Seal of the Ryde Station  
Company affixed by Order of the  
Board of Directors.

Dated 24th August 1866.

J. T. DARKE,  
Secretary.



Signed by the said Thomas Webster  
in the Presence of

THOMAS WEBSTER,

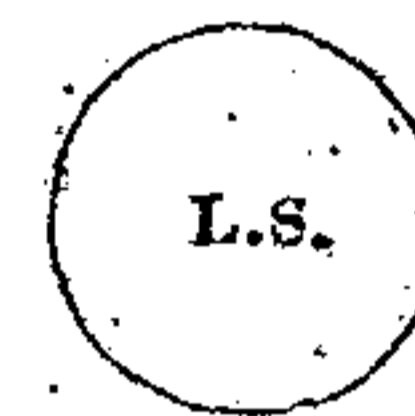
EDWD. MIRAMS,

2; Great George Street.

The Common Seal of the Ryde Pier Com-  
pany affixed by Order of the Court of  
Directors the 2nd Day of July 1866.

WM. EDWARD RATCLIFFE,

Clerk to the Ryde Pier Company.



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