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RAILWAYS.

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**West Flanders Railways.**

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**REPORT**  
OF  
**GEORGE STEPHENSON, ESQ.**  
WITH  
**THE DECREE, GRANT,**  
**Convention,**  
AND  
**THE STATUTES OF THE COMPANY.**

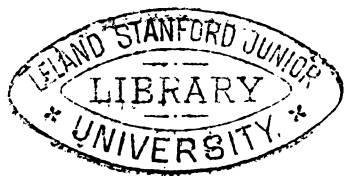
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**SEPTEMBER, 1845.**

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PRINTED BY C. ROWORTH AND SONS, BELL YARD,  
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1845.



H 4962.



# WEST FLANDERS RAILWAYS.

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## Directors.

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W. G. HAYTER, VICE-PRESIDENT.  
RIGHT HON. SIR E. RYAN.  
J. P. FEARON.  
LEWIS CUBITT.  
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## Engineers.

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ROBERT STEPHENSON, ESQ.

## Secretary.

WILLIAM JESSE, ESQ.

## Bankers.

MESSRS. GLYN, HALLIFAX AND CO.

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**OFFICE**—11, KING WILLIAM STREET.

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# R E P O R T.

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*Bruges, July, 1845.*

TO THE DIRECTORS OF THE WEST FLANDERS  
RAILWAYS COMPANY,

11, KING WILLIAM STREET, LONDON.

---

GENTLEMEN,

I BEG leave now to lay before you the result of my examination of the various Lines of Railway in Belgium, conceded to your Company.

In the first place I deemed it necessary to take a view of the whole country through which these Lines pass; and, before I make my remarks as to whether any alterations can be made in the Lines now laid down, I will give you the outlines of the route I pursued.

Accompanied by Mr. Edward F. Starbuck, I arrived at Calais on the morning of the 14th instant. We were met by Mr. Peter E. Henderson, who had carefully prepared all the requisite plans for my proceeding with the examination of the country; these I found so ably done, as, with his explanations, greatly to lessen my labour in the discharge of this duty.

Leaving Calais, we proceeded by Gravelines to Dunkirk, Furnes, Dixmude, Lichtervelde, Thielt, Deynze, Courtrai, Menin, Wervicq, Ypres, Poperinghe, returning from the latter place to Courtrai.

Mr. Henderson having called my attention to the importance of an Extension of the Line from Courtrai to Bosuylt, so as to form a junction with the River Scheldt, I deemed this of sufficient weight to induce me to examine this district; on which project I shall offer you my opinion hereafter. Again returning to Courtrai, we then proceeded to Lendelede, Iseghem, Roulers, Thourout, and lastly to Bruges.

The West Flanders Railways having for their object the supplying of the whole of West Flanders with Railway communication, and, by means of the State Lines and otherwise, to connect that important district with more important points in Belgium and France, I shall have to suggest to you some extensions which I consider will prove of great advantage to your project.

Taking up my comments at Furnes, I now proceed to lay before you my views of your Undertaking. The country from Furnes to Dixmude offers great facility for the construction of a Line of Railway. The neighbourhood of this place, for a considerable distance round, is a great grazing country, and from it a large traffic in cattle, &c. may be looked for. From Dixmude to Lichtervelde (near which the cross station will be placed) the Line still bears the same favourable character; but from the latter place to Thielt there are undulations, not however of a serious nature, the material being of an easy character to work, but the slopes will be required to be flat as the material holds water and is liable to slip. From Thielt to Deynze the Line is again highly favourable; that from Thielt to Aeltre has been carefully examined by Mr. Henderson, and from the information he has given me on this portion of your project, as also from my own opinion of



the inutility of this Branch, I recommend in the strongest manner the abandonment of the idea of its construction, and instead thereof the continuance of the Line from Thielt to Deynze, as provided for in your Convention. At Deynze you join the State Line, about 10 miles from Ghent; which connection will be easily made, and will no doubt be of great benefit to your Lines, as the connection will form a complete communication between the rich agricultural districts of Furnes, Dixmude, Roulers, Thourout, and the whole of the centre of West Flanders, with Ghent, Antwerp and Brussels.

The total length of this Line is about 37 miles, and the population of the towns through which it passes (exclusive of small villages, which are considerable) stand thus :

Furnes . . . . .	4,757
Dixmude . . . . .	3,614
Lichtervelde . . . . .	6,194
Thielt . . . . .	12,712
Deynze . . . . .	3,586

The extension of this Line to Dunkirk and Calais will be of great benefit, the ground being extremely favourable for a Railway, and if made will form a direct communication from the above-mentioned ports to Brussels.

I will now offer my observations on the Line from Courtrai to Poperinghe. From Courtrai to Menin, as also from Menin to Wervicq, the country presents great facility for the continuance of the Railway. Proceeding from the latter place to Ypres, the route pursued will require some considerable cuttings to obtain favourable gradients: the material is of the same description as before mentioned, while, on the contrary, from Ypres to Poperinghe the Line is carried over a very favourable

district, passing through the centre of a very rich hop and flax district, of which Courtrai is the market.

Mr. Henderson has suggested a deviation from the Line laid down in your map between Menin and Ypres, viz., by going round to Wervicq; in this I coincide. The length of this Line now defined is about 25 miles, and the town population stands thus :

Courtrai . . . . .	19,829
Menin . . . . .	8,161
Wervicq . . . . .	5,711
Ypres . . . . .	17,322
Poperinghe . . . . .	10,457

I now come to the district from Courtrai to Bruges, which is so favourable, that the Line will be carried in a more direct course than is now marked on your Map, the whole approaching nearly to a plain. It commences on the State Line from Brussels to Tournai and Lille, at the Station at Courtrai, and forms a Junction, at the Station of the State Line from Brussels to Ostend, at Bruges, passing through the following towns—

Courtrai . . . . .	19,829
Lendelede . . . . .	4,187
Iseghem . . . . .	8,887
Roulers . . . . .	10,320
Lichtervelde . . . . .	6,194
Thourout . . . . .	8,438
Bruges . . . . .	49,383

The length of this Line is about 30 miles, while the distance by the State Railway from Courtrai to Ghent, and from Ghent to Bruges, is about 51 miles, showing a saving of 21 miles by your Railway, which must ensure you the whole of the Traffic between these towns.

Mr. Henderson has now in hand the Plan and Section of the different proposed Extensions of your Undertaking: the one to Bossuyt (complying with the Standing Orders of the Minister of Public Works) will be placed in the hands of your Resident Director, with proper engineering instructions, in the course of ten days. This Plan I shall lay before you.

The Working Plans, Sections, &c. of the district from Bruges to Courtrai are in course of preparation; and as this part of your Line is exceedingly favourable, the Works will be executed rapidly; it will connect Bruges, containing with its arrondissement 111,000 inhabitants, with Courtrai, containing with its arrondissement 140,000, and a populous intermediate district. From the character of the country, &c. there can be no difficulty in completing this section within a year.

The Line from Furnes to Deynze may also be commenced as soon as the Plans and Sections are prepared. The remaining Line, from Courtrai to Poperinghe, may follow as soon as you deem it expedient; and I doubt not that the whole of your Lines may be finished in two years.

As soon as Mr. Henderson has completed the various Sections, I shall go into the details of the Estimate; in the interim I may state, that in my opinion (as far as it can be formed without the Sections) the Capital named will be sufficient for the completion of the Undertaking.

I remain, Gentlemen,

Your very obedient Servant,

GEORGE STEPHENSON.



THE DECREE, THE GRANT,  
*The Conbention,*  
AND  
THE STATUTES OF THE COMPANY.

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# WEST FLANDERS RAILWAYS.

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EXTRACT FROM THE MONITEUR BELGE, OFFICIAL JOURNAL,  
MAY 22, 1845.

LEOPOLD, KING OF THE BELGIANS,

To all present and to come, greeting :

THE Chambers have adopted and We sanction the following :

Art. 1. The Government is authorised, with the reservations hereinafter specified, to give to the Company represented by Messrs. W. P. Richards, J. P. Fearon, W. G. Hayter, L. Cubitt and W. Chantrell, the Grant of a Railway from Bruges to Courtray, Ypres and Poperinghe, by Thourout, Roulers and Menin, with Branches to Thielt and Dixmude, and from Thielt to Aeltre or to Deynze, on the conditions named in the Convention and the "Cahier des charges" of April 19, 1845.

1st. The Article 3 of the Convention is replaced by the following provision.

" If the first contractors wish to use the powers vested in them by Art. 41 of the " Cahier des charges" of forming a Company " en nom collectif," or " Société Anonyme" and issuing shares, these shares shall not be issued in Belgium by open subscription to the public, nor quoted on the exchanges of Antwerp and Brussels, till after the Railway is completed."

2nd. The word " approuvés" is substituted for the word " homologués" in the Art. 27 of the " Cahier des charges."

3rd. The following provision is added to the Art. 44 of the "Cahier des charges."

"Should it happen that any Railway, to be constructed by the State or by a Company, should follow any portion of the plan of the Line which is the subject of the present Grant, that portion of the plan may be declared common to both Lines; and in that case the Grantees will be obliged to give passage to the trains specified by the Government, in consideration of an indemnity, to be fixed by mutual agreement, or by experienced judges."

Art. 2. No Railway from Poperinghe or from Furnes to the frontiers of France, can be conceded except by virtue of a law.

Art. 3. On the different parts of the road where there is a deviation from the direct Line, the distance shall not be reckoned upon the Line really laid down, but, at the utmost, upon the mean between the direct Line and the deviation.

We promulgate this law: we order that it be sealed with the Seal of the State, and published in the *Moniteur*.

Given at Brussels, this 18th day of May, 1845.

LEOPOLD.

BY THE KING.

*The Minister of Public Works,*

A. DECHAMPS.

Seen and sealed with the Seal of the State.

*The Minister of Justice,*

BARON J. D'ANETHAN.

---



## GRANT.

LEOPOLD, KING OF THE BELGIANS,

To all present and to come, greeting :

Whereas by the law of the 18th of this month, the Government was authorised, under certain reservations, to give to Messrs. Richards and Company the Grant of a Railway from Bruges to Courtray, Ypres and Poperinghe, by Thourout, Roulers and Menin, with Branches to Thielt and Dixmude, and from Thielt to Aeltre or to Deynze ; and

Whereas by the Convention made on the 19th instant by our Minister of Public Works on the one part, and the before-mentioned Company on the other part, the conditions of the Grant are definitively settled, and made conformable to the law of the 18th of May of this present year :

Whereas, also, by the "Cahier des charges" annexed to the above-named Convention upon the proposition of our Minister of Public Works ;

We have decreed and do decree—

### SOLE ARTICLE.

The Convention of which mention has been made, is approved. In consequence Messrs. W. P. Richards, W. G. Hayter, J. P. Fearon, L. Cubitt and W. Chantrell, are declared Grantees of the Railroad from Bruges to Courtray, Ypres and Poperinghe and its Branches, and this

according to the clauses and conditions of the said Convention and in the "Cahier des charges" hereunto annexed.

Our Minister of Public Works is charged with the execution of this Decree.

Given at Brussels, the 21st day of May, 1845.

LEOPOLD.

BY THE KING.

*The Minister of Public Works,*

A. DECHAMPS.

## CONVENTION

**BETWEEN** William Parry Richards, merchant, William Goodenough Hayter, M. P., both resident in London, and acting as well for themselves as invested with legal powers, and on the part of Messrs. John Peter Fearon and Lewis Cubitt, also of London, according to a power of attorney of the 14th May, 1845, registered at Brussels on the 16th of the same month, which shall be annexed to the present Convention, and William Chantrell, of Brussels, on the one part;

And the Belgian Government, represented by the Minister of Public Works, on the other part;

It has been agreed as follows:—

Art. 1. The aforesaid contracting parties on the first part engage to furnish the funds necessary to execute, at their cost and risk, and conformably to the clauses and conditions of the “Cahier des charges” hereunto annexed, a Railway from Bruges to Courtray, Ypres and Poperinghe, by Thourout, Roulers and Menin, with Branches to Thielt and Dixmude, and from Thielt to Aeltre or Deynze, at the option of the Government.

Art. 2. The security of a million of francs already deposited by the first contractors, remains, and is destined as a guarantee for the performance of their engagements.

Art. 3. If the first contractors wish to use the power vested in them by Art. 41 of the “Cahier des charges,” of forming a company “en nom collectif,” or “Société Anonyme,” and to issue shares, those shares shall not be issued in Belgium by open subscription to the public, nor quoted on the Exchanges of Antwerp and Brussels, till after the entire completion of the Railway.

Art. 4. No ejections shall take place, nor shall any works be begun, before it has been proved to the satisfaction of the Minister of Public Works that the first deposit in Belgium of 2,500,000 francs, including the security mentioned in Art. 2, shall be made.

Art. 5. The present Convention, and the "Cahier des charges" annexed to it, replace the Provisional Convention as well as the "Cahier des charges" agreed to between the parties, dated April 19, 1845.

W. P. RICHARDS,  
W. G. HAYTER,  
WILLIAM CHANTRELL.

Executed in duplicate at Brussels,  
this 19th day of May, 1845.

A. DECHAMPS.

#### CAHIER DES CHARGES.

Art. 1. The Railroad from Bruges to Courtray, Ypres and Poperinghe and its Branches, shall be laid down in a single Line with turnouts, but in such a manner that the Company can double the Line when the importance of the traffic or the necessities of the service shall require; the land purchased shall be of a sufficient width for two lines of rails along the whole Line and its Branches.

Art. 2. Within a year from the day on which the Grant was promulgated, the Grantees shall submit to the Minister of Public Works, in portions from town to town, a complete plan of the Railway, consisting of longitudinal and transverse sections, detailed plans of the works of art of every description, of the rails, the level crossings of roads and highways, turning or draw bridges, houses for guards or signal men, stations and embankments, with the buildings and appurtenances, and, in short, of every de-

scription of work necessary to complete the Line, and for the regular working thereof.

Art. 3. The Minister of Public Works may make such alterations in the plans proposed to him as he may deem necessary and useful; and the Grantees shall conform to his decision in this respect, and shall not in the execution of the Line deviate from the plans which he has sanctioned without his express authority.

Art. 4. The gauge or width of the Line shall be the same as that of the Government Railways.

Art. 5. The iron for the Railway must be of Belgian manufacture, provided it can be furnished at a price not exceeding by ten per cent. that of foreign iron delivered at Antwerp.

Art. 6. The locomotives, carriages and waggons shall be manufactured in Belgium; nevertheless, on account of the improvements which may be made in locomotives in other countries, the Grantees shall be allowed to purchase abroad such as they may require for models.

Art. 7. All the works without exception may be constructed with the materials used in the district, on condition that every description of material used shall be the best of its kind, and that they shall be put together upon scientific principles in such a manner as to ensure the solidity and durability of the works.

Art. 8. The Railway works of every description shall be completed within three years from the date named in Art. 2; so that at the expiration of that time the Railway granted and its Branches may be opened throughout for locomotive travelling.

Art. 9. The Grantees shall not take any steps to eject the proprietors of land, nor commence any description of works, before having deposited in Belgium 2,500,000 francs, including the security demanded by Art. 14.

Art. 10. As soon as any section is ready for opening, the Grantees may work it, upon being expressly authorized so to do by the Minister of Public Works.

Art. 11. The Grantees undertake to execute at their own cost and risk, and without any charge whatever to the Government, the works of every kind, foreseen or unforeseen, without any exception or distinction; to furnish and renew the materials of all kinds necessary for the construction of the Railway granted and its Branches, and also for its working and maintenance. This clause must be considered as the basis of the contract; and it is understood between the contracting parties, that it is at all times to receive the most liberal construction.

Art. 12. Any lands required for the execution of the Railway, whether built upon or otherwise—those necessary for excavations, the conveyance or deposit of earth and materials—shall be taken possession of or occupied by the Grantees, as in the case of works declared of public utility, in the name of the Government, but at their own expense, and by their own agents.

Art. 13. The Grantees are solely and exclusively responsible for all indemnities and expenses whatsoever, and to whomsoever due, which the making, the keeping in repair, and the working of the Main Line, its Branches and Dependencies, may give rise to.

Art. 14. The sum of 1,000,000 of francs, deposited by the Grantees, is a security given by them for the due performance of their engagements. It will remain in the hands of the Government, but will not bear interest; and it will be repaid to the Grantees by fifths as soon as they shall have executed works or purchased lands to an amount equal to double the sum which they claim to have repaid.

Art. 15. If at the expiration of one year from the date of the Grant the Grantees shall not produce satisfactory

proof of having paid up the two millions and a half of francs, as required by Art. 9; or if within the same time they shall not have commenced the works, they shall thereby forfeit their Grant, and shall not be entitled to any further delay or to any further notice.

Art. 16. The Grantees will equally forfeit all their rights if the works shall not be completed within the period fixed by Art. 8; also in the event of one-half of the works not being finished at the end of the second year.

Art. 17. In case of forfeiture incurred under the two preceding Articles, the completion of the works shall be provided for by means of a judgment based upon the clauses of this present "Cahier des charges," and by putting the same up to public tender, with an upset price for the works already constructed, the materials provided, the lands purchased, the portions of the Railway opened, and the carrying material. The highest bidder for the whole to be declared the purchaser; and the Grantees must accept the sum tendered, even should it be lower than the upset price; they shall have no claim whatsoever upon the Government in consequence nor under any pretence whatever. In case the security deposited by the Grantees should not have been entirely repaid, the security, or so much of it as shall remain due, shall become the property of the Government as an indemnity; and the tender shall not be accepted without the deposit of a fresh security equal to the sum thus acquired by the Government. Should there be no satisfactory tenders for the works, they shall be put up again upon the same terms six months afterwards; and if this attempt to sell them should equally fail, the works executed, the materials provided, the lands purchased, the portions of the Railway then open and working, the carrying material, and the part of the caution money remaining in the hands of the Government, shall become the

property of the State, who may dispose of them in council as they shall think fit, the Grantees having irrevocably forfeited their rights.

Art. 18. The Articles 15 and 16 shall not be considered applicable, if the Grantees shall prove that the delay or cessation of the works is caused by circumstances over which they have no control.

Art. 19. If during the execution of the works it should be found that they are not executed upon scientific principles, and agreeably to the clauses and conditions of this "Cahier des charges," the Government may have them demolished and reconstructed wholly or in part, at the expense of the Grantees, and officially by its own officers, should the Grantees refuse to do so upon the first application made to them.

Art. 20. After the completion of the whole work, the Grantees shall cause to be made at their expense surveys and ground plans of the Railway, the Branches and Dependencies, showing the precise limits thereof. There shall also be made at their expense a detailed and descriptive account of the entire Line, the permanent way, embankments, works of art, barriers, swing or draw-bridges, buildings, &c. A similar account shall be prepared by the Government Engineers; and the two sets, duly certified, the surveys and ground-plans, together with the "procès verbaux" of the whole, shall be deposited at the expense of the Grantees in the archives of the Board of Public Works.

#### WORKING AND MAINTENANCE OF THE LINE.

Art. 21. All laws and general regulations concerning highways now in force, or which may be hereafter adopted on roads or railways belonging to the State, shall be applicable to the Railway granted, and to its Branches.



The Government, after having consulted the Grantees, will determine the measures necessary to ensure the preservation and safety of the Railway and its Dependencies, and likewise the police regulations to be enforced thereon.

The Grantees are empowered to make such regulations as they may think proper for their own purposes, and for the working of the Line, subject only to the approval of the Minister of Public Works. The regulations referred to in the two preceding paragraphs are binding upon the Grantees, and in general for all parties using the Railway.

Art. 22. The Grantees shall during the time of the Grant keep the Railway and its Branches and Dependencies, likewise the carrying and locomotive plant, in a perfect state of repair and in good working order; should they fail at any time to comply with notice to this effect from the Department of Public Works, the Government may order the necessary repairs to be executed by its own officers, and shall in such case be entitled to appropriate the receipts of the Railway until the repairs executed and materials furnished be paid for, and one-fifth part of the amount thereof in addition, by way of indemnity.

Art. 23. The Government may institute inquiry into the state of the Railway, its Branches and Dependencies, the working plant, &c., as often as it shall seem fit so to do.

#### TOLLS.

Art. 24. To indemnify the Grantees for the cost of the works which in this present "Cahier des charges" they engage to make, and on the express condition that they strictly fulfil their obligations, the Government authorises them to levy the tolls hereinafter mentioned for the term of ninety years, commencing from the date of the opening of the entire Line of Railway and its Branches for traffic, provided such traffic be conducted at the expense and

under the superintendence and responsibility of the said Grantees.

### Tariff.

The basis of the Tariff is as follows.

#### GOODS.

1st Class.—Slates, beer, timber, bricks, ashes, corn, lime in sacks or barrels, nails of every description, old cordage, rags and chips, bark in sacks, manure, iron in bars or wire, or articles in cast iron of which the value does not exceed 50 frs. per 100 kilog., seeds, raw wool (*dites en masse*), flax and hards of hemp in bales, peat, marble in blocks, cast metal in saumons or lingots, minerals, old or broken metals, or filings in barrels, dung used for manure, bones, cloths, paving stones, hewn stone not ornamented, fish, potatoes, raw salt, salt of soda, bran, earth, plates of iron, tourteaux, tiles, broken glass, window glass in crates, and similar articles, frs. 0·45c. per ton and per league of 5,000 metres.

2nd Class.—Goods which are not included in the first or in the third class, frs. 0·75c. per ton and per league of 5,000 metres.

3rd Class.—Crystal, glass, slabs of marble, furniture, porcelain, earthenware, fine glass, silks, wines and distilled liquors: articles that are bulky, or difficult or dangerous to carry, frs. 1·00c. per ton and per league of 5,000 metres.

#### PASSENGERS, LUGGAGE, AND LIGHT GOODS.

Passengers	}	1st Class . . frs. 0·40c. per passenger per league.
		2nd „ „ 0·30c. „ „
		3rd „ „ 0·20c. „ „
Luggage.....	„	0·30c. per 100 kilos. „
Articles de Diligence	}	Under 5 kil. „ 0·60c. per colis for every dist.
		Above 5 kil. „ 0·20c. per 100 kil. per leaguc.

FUNDS AND SPECIE.

Distance.	From 1 to 100 francs.	101—500.	501 to 1000.	1001 to 5000.	For every 1000 above the 5 first 1000 francs.	
					Per 1000.	Gold and Paper money.
Of 10 leagues and under .	0·50	0·75	1·00	0·50	0·25	0·20
Of more than 10 leagues .	0·75	1·15	1·50	0·75	0·40	0·30

CARRIAGES, HORSES, AND CATTLE.

Carriages	{	2 wheels . . . . . per league per car. . .	2·00
		4 ditto . . . . . " " "	3·00
Horses . .	{	1 horse . . . . . " per journey	2·00
		2 or 3 horses . . . . . " "	2·25
Cattle . . .	{	5 or 6 oxen, or 1 waggon of small cattle . . . . . " "	2·25
		3 or 4 oxen, 5 to 10 pigs or calves, 11 to 12 sheep . . . . . " "	2·00
		1 or 2 oxen, 1 to 5 pigs or calves, 1 to 10 sheep " "	1·50

On the different parts of the road where there is a deviation from the direct line, the distance shall not be reckoned upon the line really laid down, but upon the mean between the direct line and the deviation.

The Government may order the use of covered carriages for the passengers. The loading and unloading of heavy goods shall be at the expense of the sender, under the care of the Grantees, at the price fixed by the Government tariff.

The various preceding clauses are after all only *maxima*,

and the Grantees shall have the power of reducing them for the interest of commerce and industry.

The Grantees cannot be compelled to carry dangerous articles or indivisible masses of large dimensions.

The conditions of carriage may be the subject matter of special agreement. Every article requiring by its dimensions the use of one or many waggons, shall be paid for as the entire load of the waggon or waggons, whatever may be its weight.

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Art. 25. The Grantees shall have the right to apply the above tariff to all sections of the Line which may be opened to traffic before the completion of the Railway, under the sanction of the Minister of Public Works.

Art. 26. Should the Grantees at any time think proper to lower the tolls below the *maximum* authorised by this tariff, they cannot raise them again within three months.

Art. 27. All alterations in the tariff which may be proposed by the Grantees, must be sanctioned by an "arrêté" of the Minister of Public Works, and public notice thereof must be given by placards and advertisements, at least one month previously to the proposition being made.

Art. 28. The tolls shall be levied by the Grantees without distinction or favour. Should any of the tolls be levied at a rate lower than that of the tariff, the Government shall have the power to declare the reduction then made applicable to the whole of the corresponding part of it, and those rates, like other reductions, cannot be raised again within three months. Any reduction or favour granted to the poor shall not be considered as coming within the meaning of this statute.

Art. 29. Soldiers, travelling in bodies or separately, shall pay for themselves and their baggage only one-half the rate of the tariff.

Art. 30. Should the Government require to send troops or military stores to any point on the Line of Railway, the Grantees are bound to place at the disposal of the Government the whole of their carrying material, and that at one-half the tariff rates.

Art. 31. Letters and dispatches carried by a Government agent shall be carried gratis by the ordinary trains the whole extent of the Line. For this purpose the Grantees shall reserve daily, in the rear of one passenger train going in each direction, a place sufficiently large, secured by lock and key, and likewise a suitable place for the Courier in charge of the dispatches.

Art. 32. In the event of the Government requiring special trains, a distinct agreement as to the charge to be made shall be entered into every time they are required.

Art. 33. In consideration of the right to levy tolls as herein granted, with certain exceptions stipulated as above, the Grantees are bound to perform the service of the Railway constantly, with care, regularity, promptitude and without favour, and to convey at their own expense, and by means of their own carrying material, merchandise and goods of all descriptions, passengers and their luggage, carriages, horses, cattle, funds and articles of a declared value, which may be confided to them.

Art. 34. The incidental expenses not enumerated in the tariff, such as those of loading, unloading and warehousing, shall be regulated by a scale of charges to be approved of by the Department of Public Works.

Art. 35. During the term of the Grant, no tolls or rates of any kind shall be levied upon the Railway or its Branches, either by the Government or by any of the Provinces, or by any of the Communes traversed by the Railway.

## GENERAL CONDITIONS.

Art. 36. The choice and appointment of parties to execute the works of the Railway, the working of the Line and collection of the tolls, are vested exclusively in the Grantees ; but the Government reserves to itself the right to select such of those parties as shall be sworn in to perform the duty of police officers, in accordance with the law of April the 15th, 1843.

Art. 37. The Government will superintend by its agents the execution of the works in their construction ; also the maintenance and working of the Line. This superintendence shall be exercised at the expense of the Grantees. For this purpose they shall, within three months from the date of this Grant, and annually during the progress of the works, pay into the hands of those appointed to receive it, the sum of 12,000 francs, and up to the term of the Grant, within the first three months of each year, an annual sum of 1000 francs.

Art. 38. The superintendence which the Government will exercise according to the terms of the preceding articles, having no other object than to prevent the Grantees from neglecting any duty incumbent upon them, and exercised entirely for the public benefit, the Government does not thereby contract any charge or obligation upon itself whatever.

Art. 39. At the expiration of the Grant, the Railway and its dependencies must be in a perfect state of repair ; therefore, if during the five years which shall precede that period the Grantees shall not take steps to comply with this provision in the most satisfactory manner, the Government shall have the right to seize the produce of the tolls and employ them in repairing the Line and all its dependencies.

Art. 40. From the period at which the Grant shall expire, the Government shall become possessed of all the rights of the Grantees, and take immediate possession of the Railway and its carrying matériel, in the state it shall be in at that time, and also its profits and receipts. The value of the matériel, fixed by valuation on both sides, shall be paid to the Grantees.

Art. 41. The Grantees have the faculty of forming a Company "en nom collectif" or "Société Anonyme," and issuing shares, provided always they conform to the laws and regulations upon this subject. If they make use of this power they will be no less personally answerable to the Government for the complete and perfect execution of the works described in this "Cahier des charges," even in the case of their forming a "Société Anonyme," which shall be approved of by the Government, the approbation given to their statutes being simply for the purpose of giving it a legal existence, and not to exonerate the original contracting parties, and substitute others in their place.

Art. 42. The Government reserves to itself the power of authorising in this or any other district the construction of any road, canal or railway, without the Grantees having the right to claim on this account any indemnity whatever. The Government also retains the right to decree the execution of necessary Branches to the Line granted.

Art. 43. The Grantees shall not be entitled to any indemnity whatever,

1st. On account of any modifications that may be made in the turnpike tolls or others, either upon the rivers, roads or canals (voies de communication) now in existence, or on those which may be made during this Grant.

2ndly. On account of any modifications in the Customs Tariff.

3rdly. On account of any measures taken, or caused to be taken, by the Government within the limits of its authority.

Art. 44. In the event of the Government ordering or authorising the construction of any Roads, Canals or Railways which should cross the Railway herein conceded, or its Branches, the Grantees shall not offer any obstacles to their being made, nor claim on this account any other indemnity than the repayment of the additional costs of maintenance, the Government undertaking to execute, without expense to the Grantees, all the works, temporary or permanent, which may be requisite to prevent the working of the Line from being interrupted or interfered with.

Should it happen that any Railway to be constructed by the State or by a Company should follow a part of the tracing of the Line which is the subject of the present Grant, that part of the tracing may be declared common to both Lines, and in that case the Grantees will be obliged to give passage to the trains specified by the Government, in consideration of an indemnity to be fixed by mutual agreement or by experienced judges.

Art. 45. In no case whatever shall the Grantees avail themselves of the plea of "force majeure," unless they shall have afforded the Government the opportunity of judging of its nature and extent within thirty days from the time of the circumstance occurring which shall give rise to the obstacle.

The same conditions shall be applicable to cases wherein the Grantees may consider they have a right to complain of the acts of the Government or its agents; they shall not avail themselves of such acts, unless at the time of



their being committed, or within thirty days at the latest, they shall have made the Government acquainted with their precise nature and the effect produced thereby.

Art. 46. In no case can the Grantees found any claim whatever upon orders given to them verbally, neither shall verbal orders be at any time binding upon them.

Art. 47. The expiration of the time allowed to the Grantees for the fulfilment of any of their responsibilities specified in the preceding provisions, shall in itself be sufficient notice to them, without any other judicial act.

Art. 48. The Grantees must select a residence (domicile d'élection), where all communications, requisitions and orders emanating from the Department of Public Works may be addressed to them ; the communications, requisitions and orders shall be transmitted to them through the ordinary official channel, and shall in themselves have a certain date and authentic character when their delivery at the elected residence (domicile d'élection) shall have been proved by a receipt.

Art. 49. The Grantees accept the preceding stipulations as of their own making. They declare that they have examined the data and calculations upon which the undertaking is based, that they have ascertained as correct all that is contained therein, and satisfied themselves of the possibility of executing all the necessary Works.

Art. 50. Should any objects of art, antiquity, natural history, or coins of any description, be discovered in making the Railway and its dependencies, such objects shall become the property of the Government.

Art. 51. The duties of registration shall be fixed at and amount to one franc seventy centimes " en principal."

Art. 52. The Grantees shall have the power of making at their own risk and expense, and in the manner laid

down in this "Cahier des charges," and on condition of making known their intentions in this respect, within a year from the date of the grant,

a—A Branch to connect the Station at Ypres with the Basin of that town.

b—A prolongation of the Branch from Dixmude to Furnes.

Executed at Brussels, this 19th day of May, 1845.

	W. P. RICHARDS.
A. DECHAMPS.	W. G. HAYTER.
	WILLIAM CHANTRELL.

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### LETTER OF ATTORNEY.

Before John Sise Venn, Public Notary in London, by royal authority duly admitted and sworn, undersigned and witnessed.

**PRESENT :**

John Peter Fearon, gentleman, of 42, Chester Terrace, Regent's Park, London; and

Lewis Cubitt, gentleman, of 77, Great Russell Street, London;

Who declare that they have made and constituted Messrs. William Parry Richards, of 8, Wellington Street, Strand, London; and William Goodenough Hayter, M. P., of 11, Hyde Park Terrace, London, their special deputies, with power to act jointly, or each separately in the absence or hindrance of the other :

To whom they give the power for them and in their names to sign and pass, with the competent authorities of

the kingdom of Belgium, the definitive Convention (or Treaty) for the Grant to the said constituents, and the said Messrs. W. P. Richards and W. G. Hayter, and W. D. Chantrell, of Brussels, all five conjointly, of the Lines of the West Flanders Railways.

Executed and passed in our Chambers in London, where, after having read it, the parties have respectively duly signed, sealed and delivered it the fourteenth of May, one thousand eight hundred and forty-five, in presence of Messrs. Thomas Janner and Charles Wathen, witnesses duly qualified, and undersigned with the said Notary.

Witnesses,

T. JANNER,

CH. WATHEN.

JOHN P. FEARON,

LEWIS CUBITT.

Quod Attestor, JOHN S. VENN, Notary Public.

We, the Consul in London of His Majesty the King of the Belgians, declare and certify to all whom it may concern, that John Sise Venn, who has signed the annexed document, is a Notary Public residing in this place, and that full confidence may be placed in his signature.

H. CASTELLAIN.

London, May 14, 1845.

Registered at Brussels, May 16, 1845; vol. 44, fol. 14, cahier 9; received 4 frs. 25 cents. additional included.

VANDEVELDE.





**The Statutes**  
**OF**  
**THE WEST FLANDERS RAILWAYS**  
**COMPANY.**

Before the undersigned Notary Royal, Master  
EDWARD NICHOLAS JOSEPH DEDONCKER, resi-  
dent at Brussels, in the presence of the Wit-  
nesses hereinafter named,

PRESENT :

1st. Lewis Cubitt, gentleman, resident in London, but  
for the time being at Brussels ;

“ Acting as well for himself as on the part of Messrs.  
William Parry Richards, merchant, living in London,  
William Goodenough Hayter, gentleman, M.P., living in  
London, and John Peter Fearon, gentleman, also living in  
London, in virtue of their letter of attorney, executed by  
indenture by the Notary Venn, living in London, the  
twenty-fourth ultimo ; which letter of attorney, duly at-  
tested, stamped and registered at Brussels, the twenty-  
eighth instant, vol. 54, folio 56, verso, cahiers 2 and 3, at a  
duty of thirteen francs, twenty-six centimes additional, in-  
cluded, by the Receiver Bregentzer, will be annexed to  
these presents, after having been certified true, and signed  
by the gentleman present, in his own name as well as in  
the names of those who deputed him, selects for domicile,  
by the effect of these presents, in this town of Brussels,  
in the chambers of the undersigned Notary ;

2nd. William Chantrell, gentleman, living at Saint Josse  
ten Noode, in Brussels, in the Courte Rue des Arts, No. 2,  
also selecting for temporary domicile in this town the place  
above named.

Who, being Grantees of the West Flanders Railways, in  
consequence of a Convention concluded between the afore-  
named parties and the State of Belgium, represented by  
the Minister of Public Works, on the nineteenth day of  
May, one thousand eight hundred and forty-five, registered

at Brussels the thirtieth day of May, one thousand eight hundred and forty-five, volume 44, folio 28, verso, cahier nine, two francs, twenty-one centimes additional included, by the Receiver Vandevelde, in execution of the law of the eighteenth of May preceding the said Convention of the nineteenth of May, one thousand eight hundred and forty-five, approved by royal decree of the twenty-first of the same month, and published in the *Moniteur* on the following day. The four first parties, Messrs. Richards, Hayter, Fearon and Cubitt aforesaid, acting equally in the character of founders of the “*Société Anonyme*,” as the parties above named, making use of the power vested in them by the forty-first article of the “*Cahier des charges*” hereunto annexed, at the definitive Convention of the nineteenth of May, one thousand eight hundred and forty-five, have made the clauses and conditions expressed in the following Statutes.

## STATUTES.

### TITLE I.

#### FORMATION, OBJECT OF THE SOCIETY, ITS SEAT, ITS DURATION.

Art. 1. A “*Société Anonyme*” is formed by these present Statutes, having for its object the establishment and working of Railways, Branches and Prolongations in the province of West Flanders, such as they are granted to the parties above named by the definitive Convention between them and the State of Belgium, the nineteenth of May, one thousand eight hundred and forty-five, approved by royal decree of the twenty-first of May following, and made in execution of the law of the eighteenth of May, one thousand eight hundred and forty-five, the said definitive Convention published by the *Moniteur Belge* the twenty-second of the same month.

Art. 2. The parties convey to the "Société Anonyme" the Grants mentioned in the first article, with the benefits, charges and obligations which are attached, and with reservation to the founders of the rights mentioned in the nineteenth and forty-seventh articles.

Art. 3. The Society takes the name of the "Société Anonyme des Chemins de Fer de la Flandre Occidentale." It has its seat at Bruges.

Art. 4. The duration of the Society is the same as that of the Grant, that is to say, for ninety years from the day of the completion of the works, as it is to be found declared in the definitive Convention.

## TITLE II.

### CAPITAL, SHARES, CALLS.

Art. 5. The capital is twenty-one millions of francs, or eight hundred and forty thousand pounds sterling, divided into forty-two thousand shares of five hundred francs, or twenty pounds sterling each.

Nevertheless the capital may be increased by new issues of shares, titles or obligations, or by loans, according to the exigencies of the Company, with the consent of a General Meeting called for that purpose, special notice having been previously given of the object of this meeting, which must be composed of at least thirty shareholders or proxies, representing at least a fifth of the capital.

Every new issue of shares or titles whatever, the place and the manner and conditions of payment thereof, shall be regulated by the Board of Directors: nevertheless, every increase of capital by a new issue of shares must be submitted to the approval of the Government.

Art. 6. The titles issued shall be "nominatifs" till after three payments have been made; from that period they shall be payable to bearer.



Parties, although they have transferred their shares, are responsible to the "Cessionaires" until the three first tenths (*i. e.* six pounds) of the shares are paid.

Art. 7. The instalments on the shares are payable as follows :—

One-tenth at the time of allotment.

One-tenth sixty days after the date of the allotment, or on such other day after as shall be determined by the Board of Directors.

The remaining payments at the periods fixed by the Board.

No calls can be made without an interval of two months at least between each call.

The first and every subsequent call shall be endorsed on the back of the certificate of shares.

The amount of the calls must be paid into the bank designated by the Board of Directors.

Art. 8. The holder of a certificate who does not pay up each call at the time it becomes due will incur, by way of penalty, interest at the rate of five per cent. for each day of delay.

If the call is not paid within a month after it shall have become due, the holder of the share will have lost all title to it, and it will be declared forfeited. He shall lose his property in the sums already paid, and all right to participate in the benefits and profits.

The amount of the previous payments will belong absolutely to the Company, without necessity for any further summons or notice given.

Besides, the original title, which shall not prove that the payments were made in the month in which they became due, shall be completely void in the hands of the holder, and it shall cease to be negociable or transferable.

The Board of Directors shall dispose of the titles thus

forfeited in the manner which they shall judge suitable to the interests of the Company.

The conditions in the Articles 7 and 8 shall be printed on the provisional title.

Art. 9. Notice of each call shall be given by the Directors in the London Gazette, two London and two Brussels daily papers, and also the *Moniteur Belge*.

Art. 10. The transfer of the certificates, when "titres nominatifs," cannot be made by endorsement, it can only be effected by a declaration signed by the seller and the purchaser, or by a special power of attorney entered in the register of the Company.

A certificate to bearer may be changed for one in the "titre nominatif," and vice versâ.

The certificate exchanged shall be cancelled. The new one shall bear the same number as the old one.

Each transfer or change of certificate shall be subject to a duty of three francs upon each certificate.

After the completion of all the instalments, the provisional certificate shall be changed for a share.

Art. 11. Should a certificate "en titre nominatif" be lost, the Board of Directors may issue a new one in the name of the holder of the lost certificate, bearing the same number; in this case the Board shall take such security as they may think fit to protect the Company from fraud.

Art. 12. Each certificate is indivisible with regard to the Company, who will not acknowledge any division of it under any pretence whatever; thus all co-proprietors of a certificate shall be bound to represent themselves to the Company by one and the same person.

Art. 13. The heirs or creditors of the shareholders or holders of certificates shall not, under any pretext whatever, place a seal upon the effects and credits of the Company, nor in any way mix themselves up or interfere in its

administration. They must in the exercise of their rights apply to the entries in the Company's books, and to the deliberations of the Board of Directors.

Art. 14. The Company being "Anonyme," the holders of certificates, whether "nominatif" or to bearer, can only suffer the loss of the amount of their shares, conformably to the thirty-third article of the Commercial Code.

Art. 15. Each share gives a right to a proportional part in the benefits of the Company.

The possession of one or several certificates makes the holder amenable to these Statutes.

The rights and obligations attached to the shares follow the certificate, and are binding upon those into whose hands it may subsequently pass.

### TITLE III.

#### ADMINISTRATION AND RIGHTS OF THE "FONDATEURS."

Art. 16. The Company shall be represented by a General Assembly of the Shareholders; it shall be governed by a Board of Directors.

Art. 17. The Board of Directors shall be composed of ten members at the most, named and revocable by a General Meeting. The Directors shall attend constantly till the completion of the works, and one year after the opening of the Railway, when three members shall be present. After this period four members must be present to give validity to the deliberations of the Directors.

Art. 18. Each member of the Direction must be a proprietor of one hundred shares, which must be deposited at the banking house of the Company. These shares shall be inalienable during the period he is a Director, and such inalienability shall be specified on the certificates themselves.

Art. 19. The Board of Directors shall in the commencement be composed of Messieurs

William Parry Richards, President ;

William Goodenough Hayter, Vice-President ;

The Right Honourable Sir Edward Ryan, Privy Councillor of Her Majesty the Queen of England ;

John Peter Fearon ;

Lewis Cubitt ;

William Chantrell.

The Board may add to itself four other Directors if it should think fit. The nominations, however, must be subject to the approval of the first General Meeting.

The Board is constituted for and will remain in office during the whole period that the Line is making, and one year after the opening of the Railway ; after that period, which shall not exceed four years, two of the Directors shall go out each year. The order of retiring shall be determined by lot.

The members going out shall be re-eligible for election by a General Meeting of the Shareholders constituted conformably to the article thirty-seven.

Nevertheless, in abrogation of the preceding, Messieurs William Parry Richards, William Goodenough Hayter, John Peter Fearon and Lewis Cubitt aforesaid, in their character of "Fondateurs," are named for twenty years members of the Board of Directors, and at the expiration of that period they may be re-elected.

Art. 20. The Board of Directors shall meet at the call of their President, or of the person who shall act for him, once a month, and independently of this, the President may call a Board extraordinary.

Art. 21. In the absence of the President the Vice-President shall act for him ; and in the absence of the latter the Board shall name the member who shall take his place.

Art. 22. In case of a vacancy occurring amongst the Directors, such vacancy may be filled up by the Board of Directors, a majority of members present determining the votes. The nomination shall be subject to the approbation of the first General Meeting.

Art. 23. The Board of Directors is invested with the most extensive powers in all that concerns the construction and working of the Railway, its branches and dependencies.

It shall regulate the government and internal economy, and shall superintend the execution of it.

It shall appoint all the agents and officials of the Company; it may revoke these appointments and determine their duties and their pay.

It shall address to the Government all demands respecting the Grant of the prolongation of the Railway or of Branches from it.

Art. 24. To render them valid, the deliberations of the Board of Directors must be attended by three Directors at least during the construction of the works, and one year after the opening of the Railway; after this period four members at least shall be present to give validity to the deliberations of the Board; and in the event of their opinions being equally divided, the President shall give the casting vote.

Art. 25. The proceedings of the sittings of the Board shall be inscribed in a book specially provided for the purpose, and signed by the President and the members present.

Art. 26. The members of the Board of Direction acting only as deputies of the Company do not contract on account of their Direction any personal obligations whatever; they are responsible only for the execution of their

duty as deputies, conformably to the Article Thirty-two of the Commercial Code.

Art. 27. The Board of Directors can, under circumstances in which it shall see fit, delegate all or part of its powers, and by a special mandate for one or several determinate purposes.

Art. 28. Judicial actions shall be instituted in the name of the Board of Directors, and proceedings taken by the President or the person who shall act for him.

Art. 29. The transmission of payments and property belonging to the Company, or acquired property, moveable or otherwise, raised for the undertaking, which is the object of the present Company, the transactions, sales and acts binding upon the Company, the alienation of property in their books, as well as the bills on all the deposits of the funds of the Company, must be signed by three Directors and by the Secretary : in a special case the Board may delegate this power.

Art. 30. The remuneration to the Directors is fixed during the execution of the works at the sum of fifteen hundred pounds per annum. After this period the sum shall be fixed at the first General Meeting, and the meeting shall be apprised of the subject to be deliberated upon.

Art. 31. To facilitate the business of the Company, the Board of Directors may name either amongst its own members, or independent of them, a Directeur-gérant, who shall have, under the authority and surveillance of the Board of Directors, and for a fixed time, the daily direction of all or part of the undertaking and the business of the Company.

The operations of which he has the management are the correspondence with the Public Offices, receiving the Notices and regulating the Accounts.

He will undertake and adopt those preservative measures which are necessary to the efficiency of his management.

The Directeur-gérant must be the proprietor of one hundred shares at least, which shall be inalienable during the term of his Direction.

The fact of their inalienability shall be specified on the certificates themselves.

Art. 32. The offices of the Directeur-gérant may be established, with the consent of the Board of Directors, in another town than the one in which the seat of the Company is situated.

Art. 33. The pay and emoluments granted to the Directeur-gérant are regulated by the Board of Directors in regard to the business and operations with which he is charged, and subject to the ratification of a General Meeting.

Art. 34. When the Directeur-gérant attends a meeting of the Board of Directors, he shall not exercise his vote.

Art. 35. The Directeur-gérant shall cease to exercise his functions if the Board of Directors shall so determine.

Art. 36. In abrogation of what has been said in Art. 31, William Chantrell, Director, is nominated Directeur-gérant during the construction of the works, and is charged, under the authority of the Board of Directors, to superintend and generally direct all that concerns the execution of the works of the West Flanders Railways Company.

For this purpose he may engage offices in Bruges or such other town of West Flanders as shall be chosen by the Board of Directors.

## TITLE IV.

## GENERAL MEETING OF THE SHAREHOLDERS.

Art. 37. The General Meeting, called regularly by advertisements inserted at least twice in twenty days, and not less, before the period of the meeting, in the papers named in Article 9, will represent all the Shareholders. It will take place every six months, the period of the meeting being re-announced in the above-mentioned manner.

It may, however, in urgent cases be extraordinarily convoked in the same manner, either by the Board of Directors or by a requisition signed by not less than twenty Shareholders, uniting at least the tenth of the shares.

In this last case the requisition shall be accompanied by a letter, making known to the Directors, in a clear and precise manner, the object of the meeting. Mention shall be made of this in the announcement given of this meeting, and the deliberations shall bear exclusively upon this object.

The General Meeting shall be duly and properly constituted when the Shareholders present shall amount to the number of thirty, representing at least one-fifth of the capital.

Art. 38. If at this first meeting the Shareholders present shall not comply with the conditions above-mentioned, viz. those which constitute a General Meeting, it shall, after an interval of twenty-one days, proceed to a second meeting.

The resolutions adopted by the General Meeting at this second meeting shall be valid, whatever number of Shareholders may be present; but they shall not bear upon any subjects but those for which the first meeting was held.



Art. 39. Every holder of five shares shall of right be a member of the General Meeting, whether ordinary or extraordinary.

No one shall have the rights of a Shareholder unless he is himself a bonâ fide holder of shares.

The form and specification of those rights shall be determined by the Board of Directors.

Art. 40. To be admitted to take part in the General Meetings, whether ordinary or extraordinary, every proprietor of a certificate to bearer will be obliged to deposit such certificate with the Secretary of the Company, or the person appointed by the Board of Direction to receive it, at least ten days before such meeting is held.

The members of the General Meeting, holders of proxies, shall equally in the same period of time produce the powers under which they are authorized to act.

The Secretary, or the person deputed as above to receive these documents, shall give a receipt in the name of the depositor.

Art. 41. The General Meeting shall be presided over by the President of the Board of Directors ; and in the event of his being unable to attend, by the Vice President ; or in the absence of the latter, by the member who shall have been selected by the Board of Directors.

Art. 42. The resolutions of the General Meeting shall be decided by the majority of votes of the members present ; those who represent five shares shall have one vote ; fifteen shares two votes ; thirty shares three votes ; fifty shares four votes ; seventy-five shares five votes ; and five additional votes for every twenty-five shares more.

Nevertheless no member shall have more than fifteen votes.

Art. 43. The votes shall be taken and expressed by

rising up and sitting down, unless ten members present shall demand a ballot.

Art. 44. In the meetings constituted according to the terms of the Article 37, the meeting shall take cognizance of the accounts and balances, and decide definitively respecting them.

If the accounts are admitted to be correct by the General Meeting, it shall be a full discharge to the Board of Directors.

At this meeting any vacancies which may occur in the Direction will be filled up ; it will also take into consideration and deliberate on the propositions which are made to it for the interest of the Company by the Board of Directors.

If *ten* persons forming part of the General Meeting wish to make a proposition upon which the meeting shall have to deliberate, they shall send it in writing to the Board of Directors at least two days previously.

Nevertheless a proposition supported by *twenty* members shall be taken into consideration at the same sitting and without previous notice having been given.

The meeting may also name and specially appoint one or more persons to take cognizance of the affairs of the Company and of the general management.

The Government shall have the same power as the General Meetings.

Art. 45. The deliberations and resolutions of a General Meeting, when conducted and adopted in conformity with the above provisions, shall be binding on the Company ; the fact of their being so shall be proved by the minutes signed by the President and countersigned by the Secretary ; the extracts from these minutes, when produced in Courts of Justice, shall be certified as correct by the President of the Board of Directors.

Art. 46. In case there shall be occasion for the first General Meeting to have recourse to the provisions of Article 38, the second meeting shall be fixed by right eight days after the first.

## TITLE V.

### RECEIPTS, EXPENSES, DIVIDEND ON SHARES AND RESERVE FUND.

Art. 47. During the construction of the works, and until the West Flanders Railways and their Branches shall be opened for traffic, three per cent. per annum shall be paid to the holders of shares by way of interest on the amount of the instalments paid.

This shall be provided for either by the profits on the transmission of the funds and the employment of them ; or by the sums received on the different parts of the Line or its Branches, which shall be successively opened ; or by all other accessory products of the undertaking, whether there be a deficiency by taking up a part of the capital for this purpose or not.

After the final completion and opening of the Railway and its Branches, the accounts and amount of the receipts and the expenses of working the Lines shall be audited every six months.

The profits remaining after the payment of all charges and expenses shall be divided as follows :—

The Shareholders shall be paid five per cent. per annum upon the amount of their shares, then five per cent. (calculated upon the amount of interest paid) shall be retained to form a reserve fund ; the surplus shall be divided by twentieths,—sixteen-twentieths, less five per cent., to the Shareholders, and four-twentieths, less five per cent., to

Messieurs Richards, Hayter, Fearon and Cubitt, in their capacity as Founders of the Undertaking.

The deductions upon the several amounts above mentioned, whether they apply to the Shareholders or Founders of the Undertaking, shall form a Reserve Fund.

The Reserve Fund shall be employed by the Board of Directors, who shall render an account of it to the General Meeting, whether applied in the execution of new works or the redeeming of the capital, or the payment of interest in all or part, or finally in unforeseen wants of the Company.

Art. 48. The payments and interest of the dividends which have just been specified shall be made in Brussels and in London every six months, and notice shall be given of this in the manner described in Article 9.

Nevertheless from the period of the opening of the Railroad and its Branches, if it is proved that there are no net profits, no portion of the Company's capital shall be disbursed in the payment of interest or dividend to the Shareholders.

The Reserve Fund only can be applied to the payment of interest wholly or in part.

The Company interdicts itself the issue of bank notes or of any other payment of the same nature.

Art. 49. Every six months, at the usual half-yearly meeting of the General Meeting, the position, both active and passive, of the Company shall be laid before the General Meeting, and the balance and accounts shall be audited and passed.

The Direction, when making up the balance of the accounts, shall take into its consideration the depreciation of the working plant (*matériel*) and the other property of the Company.

Immediately after the balance is approved and passed,

the accounts of the Company, with the vouchers in support of them, shall be deposited during twenty days at least in the offices of the Company, for the inspection of the Shareholders.

At least fifteen days previously, notice of this deposit shall be given to the Shareholders in the form prescribed for the assembly of a General Meeting.

A duplicate of the accounts and balance is at the same time to be forwarded to the Belgian Minister of Commerce.

## TITLE VI.

### MODIFICATIONS.—LIQUIDATIONS.

Art. 50. These present Statutes cannot be modified excepting by a resolution of a General Meeting convoked extraordinarily, and with due notification given beforehand of the subject to be discussed.

This resolution must be adopted by the majority of two-thirds of the votes present, and with the approbation of the King.

Art. 51. At whatever period, or from whatever cause, this Company may cease to exist, a General Meeting will, at the suggestion of the Board of Directors, determine the mode of liquidation to be followed.

Art. 52. At the expiration of the Grant, the sums remaining in the treasury of the Reserve Fund, and the sums arising from the liquidation, shall be employed, before any division amongst the Shareholders, to put the Railway in a condition to be given up to the Belgian Government, according to the terms specified in the Convention of the nineteenth day of May, one thousand eight hundred and forty-five, and the "Cahier des Charges" annexed to it.

## TITLE VII.

## DIFFERENCES.

Art. 53. All disputes that may arise between members of the Company connected with its affairs shall be decided by arbitration.

The tribunal of arbitration shall be composed of three umpires, in the choice of whom the parties shall be bound to agree within the space of eight days, in default of which the nomination of the said umpires shall be made by the President of the Tribunal of Commerce at Bruges, at the request of the more urgent party; and these arbitrators shall decide as friends to both parties, and as a last resort, without being held to the forms of law and law proceedings.

Their decision shall not be attacked by means of appeal, civil request, nor "recours en cassation."

## GENERAL PROVISIONS.

Art. 54. After the completion of the works of the West Flanders Railways, and after the opening of the Lines foreseen by the Convention of the nineteenth of May instant, there shall be annually placed at the disposal of the Minister of the Interior the sum of four thousand francs, which he shall take to defray the travelling expenses and indemnities which he shall think proper to allow, whether to a permanent Commissioner or to one or more special Commissioners.

Desiring to form the capital of the Company, this day the herein above-named parties declare to sign —

William Parry Richards, Merchant, of London, for ten thousand shares;

William Goodenough Hayter, Gentleman and Member of Parliament, for ten thousand shares ;  
John Peter Fearon, Gentleman, London, for ten thousand shares ;  
Lewis Cubitt, Gentleman, London, for eleven thousand seven hundred shares ;  
And William Chantrell, Gentleman, of Saint Josse ten Noode, for three hundred shares.

Such are the Statutes decreed between the parties :

Of which an Act was made upon that proposed, projected and furnished by the parties, and passed at Brussels, in the Chambers of the undersigned Notary, this thirtieth day of May, one thousand eight hundred and forty-five, in the presence of Messieurs François Désiré Sturbelle, Merchant, and Andrew Nys, Tailor, both residing at Brussels, attested witnesses, who have signed these presents with the before-mentioned parties and Master Dedoncker, after being read to them.

Registered, with four copies sent to Brussels, the thirtieth day of May, one thousand eight hundred and forty-five.— Vol. two, folio twenty, cahiers one and four. Received six francs sixty-two centimes additional, in which is comprised the Receiver.

(Signed) LEJEUNE.

## LETTER OF ATTORNEY.

Before Mr. John Sise Venn, Public Notary, of London,  
by royal authority duly admitted and sworn, undersigned  
and witness,

PRESENT,

William Parry Richards, of 8, Wellington Street,  
Strand, London, Gentleman and Merchant ;

William Goodenough Hayter, M. P., of 11, Hyde  
Park Terrace, London ; and

John Peter Fearon, of 42, Chester Terrace, Regent's  
Park, London, Gentleman ;

Who have declared that they make and constitute Messrs.  
Lewis Cubitt, of 77, Great Russell Street, London, and  
Mr. William Chantrell, of Brussels, their special repre-  
sentatives, with power to the said to act conjointly or  
separately in case of absence or hindrance of one or the  
other :

To whom the said parties give jointly power for them  
and in their names to sign " l'Acte de Société" or the Sta-  
tutes of the Company formed for the establishment of  
Railways in West Flanders :

To oblige each of the said parties *bonâ fide* to take for  
and in the name of each of the said parties, to subscribe  
for and take under the said " Acte," ten thousand shares  
of the said Company, viz.

Ten thousand shares in the name of and for the said  
Mr. Richards, ten thousand shares in the name of and for  
the said Mr. Hayter, and ten thousand shares in the name  
of and for the said Mr. Fearon :

Guarantee on the part of the said parties the execution  
of the Conventions which have been fixed relatively to the  
formation of this Company, to appear before all notaries,  
to pass and sign all actes and contracts, " élire domicile,"



and generally to do all that is necessary, promising to acknowledge and ratify it.

Of which this "acte en brevet," made and passed at chambers in London, where the said parties have duly signed, sealed and delivered it respectively, after its having been read, the twenty-fourth day of May, one thousand eight hundred and forty-five, in presence of the said notary and of Messrs. Thomas Janner and Achilles Pinta, witnesses to this requisition, duly qualified and under-signed.

We, Consul in London of His Majesty the King of the Belgians, declare and certify to all whom it may concern, that Mr. John Sise Venn, who has signed this present document, is really a Notary Public residing in this place, and that full confidence may be placed in his signature.

(Signed) H. CASTELLAIN.

London, May 26th, 1845.

Registered at Brussels, the twenty-eighth day of May, one thousand eight hundred and forty-five.—Vol. 54, fol. 65 verso, cahiers 2 and 3.

Received thirteen francs twenty-six centimes additional included.

The Receiver (Signed) BREGENTZER.

Certified true, to be annexed to the Statutes of the said Company received by act of this day before Master De-doncker, Notary at Brussels, containing seventeen leaves twice engrossed.

Brussels, this thirtieth day of May, one thousand eight hundred and forty-five.

(Signed) LEWIS CUBITT.

*To be forwarded,*  
DE DONCKER.







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